

**Declaration of the
Covenants,
Conditions, & Restrictions
and
By-Laws**



**Tara Hills Home Owners Association
March, 2023**

THIS SECOND AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR TARA HILLS

THIS SECOND AMENDED AND RESTATED DECLARATION has been duly voted on by the Members of The Tara Hills Home Owner's Association, Inc., and is to be effective on the 27th day of February, 2020;

WITNESSETH:

WHEREAS, the Declaration of Covenants, Conditions and Restrictions for Tara Hills are recorded in the Register's Office for Sullivan County, Tennessee in Deed Book 184, at page 8 with a First Amendment to the Declaration of Covenants, Conditions and Restrictions recorded in said Register's Office in Deed Book 3330, at page 650 (collectively referred to herein as the "Declaration"); and

WHEREAS, said Declaration allows Amendments to the Declaration under Article VIII, Section 3, by a majority of the Owners that vote in person, by proxy, or by absentee ballot;

NOW, THEREFORE, for and in consideration of the premises set out herein and in compliance with the Declaration the following Articles are to take the place of the Declaration:

ARTICLE I – DEFINITIONS

"ASSOCIATION" shall mean and refer to THE TARA HILLS HOME OWNERS ASSOCIATION, INC., its successors and assigns.

"DECLARATION" shall mean this Second Amended and Restated Declaration of Covenants, Conditions and Restrictions for Tara Hills.

"LEASE" shall refer to any rental or lease agreement entered into by a Lot owner and tenant.

"LOT" shall mean the Lots as platted on the recorded plats for Tara Hills Subdivision.

Logo designed by Scott Krelle.

“SINGLE FAMILY” shall be defined as the householder plus persons who are related to the head of a household (and any domestic employees thereof). These relationships may be of the whole or half-blood, by adoption, guardianship (including foster children), domestic partnership, or through a marriage to a person with such a relationship with the householder.

ARTICLE II - PURPOSE OF THE ASSOCIATION

The purpose of the Association shall be to maintain an exclusive and desirable subdivision by means of an Architectural Review Committee and by Usage Restrictions to control the maintenance, upkeep and use of both land and homes located within said subdivision. The Association may from time to time, if necessary, establish certain assessments for the purpose of maintaining and improving the subdivision as described above. The Association shall be managed by a duly elected Board of Directors.

ARTICLE III – MEMBERSHIP

The Members of the Association are the Owners and an “Owner” shall mean and refer to the record Owner whether one or more persons or entities of a fee simple title to any Lot in Tara Hills Subdivision which is subject to the Declaration. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. No owner shall have more than one (1) membership per Lot regardless of how many individuals are named on the deed or occupy the household. Membership shall be appurtenant to and may not be separated from Ownership of any Lot and Ownership of such Lots shall be the sole qualification for membership. Membership is not extended to temporary residents such as renters, those renting with an option to purchase, or other lessees.

ARTICLE IV - VOTING RIGHTS

Members shall be those Owners as defined in ARTICLE III. A member shall be entitled to one vote per Lot owned (or partial vote per Article VII, Section 1, Item (g)), cast by any one of the multiple record owners. Members whose Association assessments are in ar-

rears and/or who have unreleased lien(s) in favor of the Association against the Member’s Lot(s) on the day the votes are cast are not eligible to vote.

ARTICLE V - LOT RIGHTS

Section 1: PURPOSE OF HOME OWNERS ASSOCIATION AND ASSESSMENT THEREUNDER.

The Lot Owner shall be responsible for the maintenance of the Lot or Lots owned and for compliance with such Use Restrictions as the Association may properly put into place. Should the Owner fail to maintain said Lot, or be in violation of such Use Restrictions, the Association shall take such action as necessary to maintain the Owner’s Lot and/or initiate legal action to require correction(s) of the violation (s).

Section 2: EFFECT OF NON-PAYMENT OF ASSESSMENTS.

Any assessments which are not paid when due shall be delinquent. If the assessment is not paid within sixty (60) days of the date of the assessment, the assessment shall bear interest from the date of delinquency at the maximum interest rate provided by law, and the Association may file a Notice of Lien in the Register of Deeds Office for Sullivan County, Tennessee against the Lot or Lots for which the assessment is unpaid. Any and all expenses incurred by the Association in having the Notice of Lien prepared, the Release of Lien prepared, the cost of recording the Notice of Lien and Release of Lien and all attorney’s fees incurred, shall be paid by the Member affected by said lien. Further, the Association may institute legal action against the Member to enforce the lien and interest, costs, and reasonable attorney’s fees incurred through such action shall be added to the amount of said assessment.

Section 3: EXEMPT PROPERTY.

All property dedicated to and accepted by Local Public Authorities shall be exempt from the assessments created herein.

ARTICLE VI - ARCHITECTURAL REVIEW

No building, roof, fence, wall or other structure shall be commenced, erected or maintained upon the properties, nor shall any exterior addition to or change or alteration therein be made until the plans and specifications showing the nature, kind, shape, height, materials, exterior color, and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Board of Directors of the Association, or by an Architectural Review Committee composed of three or more representatives appointed by the Board of Directors. In the event said Board, or its designated committee fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, approval will not be required, and the ARTICLE will be deemed to have been fully complied with. The Board of Directors or the Architectural Review Committee may waive any restriction without waiving its right to enforce said restriction in the future. Any exterior work on the building after completion shall be submitted to the Board of Directors prior to the work being commenced and said exterior work shall be done by professional contractors, builders, or other qualified personnel.

ARTICLE VII - USE RESTRICTIONS

Section 1: RESTRICTIONS FOR SINGLE FAMILY RESIDENTIAL LOTS.

(a) Said Lot shall be used for residential purposes only and no building may be erected or maintained on any Lot except one single family dwelling house designed for occupancy by not more than one family, but this shall not exclude a suitable garage used in connection with said Lot.

(b) No dwelling or garage shall be constructed on any Lot until the complete architectural plans, including a plot plan showing the location of the house and garage, complete specifications, landscaping plan, plant list, plot showing the amount of new lawn to be planted, and details for said main dwelling house and/or garage have been approved in writing by the Board of Directors of the Association, or by the Architectural Review Committee appointed by the Board of Directors. No prefabricated houses may be constructed on any Lot.

It being further understood that the minimum main floor gross area for a one-story residence shall be 1,800 square feet, for a 1-1/2 or 2 story residence the minimum floor gross area shall be 2,475 square feet, with a minimum of 2,000 square feet of finished living area. Carports, attached garages, breezeways, attics, porches, and patios shall not be included when calculating the gross area. When three (3) walls of the basement of a residence are visible above ground, the basement, if approved, may be considered in the square footage of the residence, providing the architectural plan meets the approval of the Board of Directors or the Architectural Review Committee.

(c) No sign of any kind shall be displayed to the public view on any Lot without prior written consent of the Association, except one sign of not more than five square feet advertising the Lot (and improvements thereon if not a vacant Lot) for sale. Political signs that meet the size requirements will be permitted for thirty (30) days prior to a public election date. They must be removed one day after election day. Owners must request a variance to post any other type of sign.

(d) No animals, livestock or poultry of any kind shall be raised, bred, or kept on any Lot, or in the Common Area, except that dogs, cats, or other household pets may be kept on Lots, subject to rules and regulations adopted by the Association. Animals are not permitted to roam free. They must be properly restrained when not within their Owner's Lot. Owners are expected to clean up after their pets when not within their Owner's Lot.

(e) No noxious or offensive activity shall be allowed on any Lot, nor shall anything be done thereon which may be or become an annoyance or nuisance to the other Owners.

(f) Any waiver of Use Restrictions granted by the Association shall not act to waive the rights of the Association in the future to enforce said restrictions.

(g) No Lot shall be re-subdivided except that a vacant Lot located between two occupied Lots may be purchased and subdivided by agreement of the adjoining Lot Owners, subject to the approval of the Association and the City of Bristol, Tennessee. The Owners of the subdivided Lot shall each be assessed by the Association in an amount proportional to the percentage of Lot acquired and receive an additional partial association membership and vote according to the same proportion. Two adjacent Lots may be combined upon ap-

proval of the City of Bristol, Tennessee, but will continue to be considered separate Lots for voting and assessment purposes.

(h) No structure of a temporary character, trailer, garage, barn or other outbuilding shall be used on any Lot at any time as a residence either temporarily, or permanently. A camping trailer or a boat may be stored on a Lot after completion of a residence thereon if the trailer or boat is stored in a garage or is screened by fencing or shrubbery in a manner acceptable and approved by the Board of Directors of the Association or the Architectural Review Committee. No TV, CB, Ham or outside antennas shall be permitted on any dwelling. One satellite dish no larger than one meter in diameter shall be allowed with prior approval of the Association, subject to visibility and concealment rules agreed by the Association for the specific installation. The controlling criteria will require the dish must be placed on the Lot in a location that minimizes visibility of the dish from the street and adjoining neighbors, consistent with the need to establish a connection with the relevant satellite. Every practical effort must be made by the Owner to conceal the dish, including strategically placed shrubbery.

(i) No dwelling house or garage shall be constructed in such manner as to interfere with the natural drainage of any Lot.

(j) No Lot or improvement thereon shall ever be used for a trade or business enterprise of any kind.

(k) Perpetual easements are reserved for existing unfiltered and unmetered water lines, utility installations, drainage and maintenance, as shown on the recorded plats of the subdivision.

(l) No Lot or portion of a Lot shall be used or maintained as a storage site for unwanted items or as a dumping ground for rubbish, trash, garbage, or any other waste. All rubbish, trash, garbage or other waste shall be kept in sanitary containers. All incinerators or other equipment for the storage or disposal of such materials shall be kept in a clean and sanitary condition.

(m) All driveways shall be paved.

(n) Landscaping Requirements:

(1) A landscaping plan must be submitted and approved for any new house or the redesign of an existing landscape.

(2) Lawns shall consist of an acceptable turf grass, shrubbery and trees.

(3) Grass shall be kept mowed (see Article VII, Section 1 (w)).

(4) Owners wishing to plant vegetables or other non-ornamental plants (such as herbs) must plant them where they will not be visible from the street or adjacent dwellings.

(o) Owners of Lots shall erect mailboxes in keeping with the décor of the subdivision and shall consider a uniform mailbox.

(p) All trash and recyclables shall be stored in garbage cans or other approved containers which shall be screened from view from the street and adjoining properties and kept in a clean and sanitary condition. Garbage cans and/or recycling containers shall not be placed at the curb until evening on the day before collection is scheduled. They shall be returned to their storage location on the same day they are emptied.

(q) Automobiles, trucks, SUV's, motorcycles, and motorbikes shall be kept in a garage or in the driveway. No such vehicles shall be parked on the street on a routine or continuing basis. Such vehicles parked in the driveway shall have a current registration and tag at all times. The police or the city will be asked to intervene if vehicles are improperly tagged or if vehicles parked on the street are creating a nuisance or hazard to the neighborhood; any expense or cost incurred for towing and/or storage, will be borne by Lot Owner.

(r) Motor homes, boats and personal watercraft (i.e. jet skis and the like) may be stored on the Lot only if they can be stored such that they are not visible from the street or adjacent Lot.

(s) Lawn mowers, utility trailers, and other maintenance equipment may be stored on the Lot only if they can be stored such that they are not visible from the street or adjacent Lot.

(t) Buses, commercial vehicles or any type of large equipment may not be stored on the Lot.

(u) The following structures are not permitted on any Lot: storage or outbuildings; playhouses; clothesline posts and clotheslines; chain link fences.

(v) Owners desiring to install and/or modify Solar Panels shall submit plans and such other information as the Association may deem necessary. The Association will only approve installations that will not degrade and reduce the value, desirability and attractiveness of other lots. Tower-like structures will not be approved. Installation may not proceed until approved by the Association.

(w) All Lots with or without improvements shall be kept mowed and properly maintained. This includes keeping the Lot free of trash, rubbish, garbage, discarded items or any other waste and removal of dead or broken shrubs and trees, including dead tree limbs. If in the sole discretion of the Association a Lot is not properly mowed and maintained, the Association may take such action as necessary to maintain the Owner's Lot and assess the Owner for same. For purposes of this subsection (w) grass and/or weed height shall not exceed 8 inches. (See Article V, Sections 1 and 2) for enforcement and collection of assessments.

(x) Owners may not use their homes as rental property unless the Lot was purchased and used by the Owner as an Owner-occupied Property for at least twenty-four (24) months before being converted to rental property. Leases must include and are subject to the following stipulations:

- (1) A Lot may only be rented to and occupied by one Single Family as defined in Article I above.
- (2) No Lease shall be for less than an entire Lot and improvements thereon. Any Lease agreement must be in writing and shall provide the following statement (or a substantially similar statement approved by the Board): "Tenant is bound to the Owner in the same manner as Owner is bound to the Associ-

ation by the current Declaration of the Association. Tenant acknowledges receiving a copy of this Declaration and further acknowledges that Owner shall evict tenant at the sole discretion of the Board if the tenant or any occupant becomes a public nuisance and/or disregards three (3) written warnings from the Association for any violations of the Declaration." The Lease shall be subject in all aspects to the provisions of the Declaration and to the Use Restrictions. Prior to commencement of the Lease term the Owner must notify the Association in writing of the name(s) of all occupants, and the time frame for which the Lease shall be in effect.

(3) Owners shall have the responsibility to assure that their tenants comply with the Declaration. Owners will be notified of and assessed for any violations committed by their tenants as set out herein.

(4) The Board of Directors may require an Owner to evict (at the Owner's expense) tenants who become a public nuisance and/or disregard three (3) written warnings from the Association for any violations of the Declaration.

(5) Tenants may not sub-lease the Lot and/or improvements.

(y) Garage/Yard Sales are subject to the following rules:

(1) There must be a City Permit at the site of the sale.

(2) All displays of items for sale and associated signage, racks, shelves, tables, etc., shall not be visible from the street or adjacent properties prior to the day before the sale and after the end of the final day of the sale.

Section 2: REQUESTS FOR VARIANCE/EXCEPTIONS TO USE RESTRICTIONS

Should an Owner desire a temporary or permanent variance/exception for any part or all of any Use Restriction, the Owner shall submit a written Request for Variance/Exception to the Secretary of the Board of Directors. The Request shall specify the reason(s) for the request, the proposed starting date and termination date for which the variance/exception is needed and contain specific details describing the variance/exception requested (including dimensioned

drawings) as necessary for the Board of Directors to make an informed decision. The Board, or its designated committee shall have fourteen (14) days from receipt of the Request to review and reply to the Owner's request. In the event the Board, or its designated committee, fails to approve or disapprove such request within fourteen (14) days after the Board receives the Request then approval will not be required, and the variance/exception will be considered approved. The Board reserves the right to include conditions of its approval. The Board of Directors, or its designated committee, may grant a variance/exception of any Use Restriction without waiving its right to enforce said restriction in the future. The approval or disapproval of any Request shall be at the sole discretion of the Board of Directors or its designated committee.

ARTICLE VIII - GENERAL PROVISIONS

Section 1: ENFORCEMENT

The Association shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 2: APPEAL PROCESS

An Owner may appeal a written decision or assessment by the Association within thirty (30) days after the Association has provided its written decision or assessment. Such decision or assessment shall be deemed to be delivered to an Owner when deposited in the United States mail addressed to the Owner at his address as it appears on the books of the Association. The Owner must hand deliver, mail or e-mail a written notice of appeal to the Association President or the Secretary within thirty (30) days of the postmark date of the decision or assessment to preserve any right to appeal the decision or assessment. Such notice of appeal is necessary to protect the Owner's rights and defenses to appealing the decision or assessment or contesting it in any subsequent court proceeding. The Owner's appeal will be heard and decided by three Members (one appointed by the Board of Directors, one appointed by the affected Owner and one selected by the first two Members). The Appeals Process will

follow the detailed rules and procedures established by the Board of Directors.

Section 3: SEVERABILITY

Invalidation of any one of these covenants or restrictions by judgment or court order shall in no wise affect any other provisions which shall remain in full force and effect.

Section 4: AMENDMENTS

Amendments to this Declaration must be presented to the Owners for a vote using the following procedure:

(a) The proposed amendment(s) shall be provided to all Owners no later than sixty (60) days before the annual meeting or a special meeting convened for the purpose of reviewing and voting on said proposed amendment(s).

(b) Owners wishing to propose objections must send written notice of the proposed objection to the President or Secretary, no later than forty-five (45) days prior to said meeting. The board will meet to review and resolve outstanding issues. Owners who have submitted objections will be invited to attend this meeting.

(c) A final draft will be sent to all members no later than fourteen (14) days prior to the annual meeting or any special meeting convened for the purpose of voting on an amendment. Such mailing must include a proxy form and an absentee ballot.

(d) Owners unable to attend the meeting may submit a written proxy to the Secretary before the meeting allowing another Owner to vote for them.

(e) Owners may vote by absentee ballot by sending the appropriate ballot to the Secretary. Said ballot must be received before the meeting.

(f) An amendment must be approved by a two-thirds (2/3) majority of votes cast or a majority of all Lots, whichever is less.

(g) Voting may occur in person, by proxy, or by absentee ballot. Proxies and absentee ballots may be delivered in person, by mail, or

by facsimile. Said proxies and absentee ballots may be scanned and forwarded by email if a paper copy can be printed out for vote tabulation. An electronic signature is acceptable if a legally acceptable protocol for authentication of the electronic signature can be established and a paper copy can be produced for vote tabulation and certification.

(h) Any Amendment adopted as herein set out, shall be executed by two (2) officers of the Association and shall contain certification that such Amendment was duly adopted in accordance with the foregoing provisions. This shall apply to this Second Amended and Restated Declaration of Covenants, Conditions and Restrictions for Tara Hills, and all future Amendments.

(i) Any Amendment duly adopted and executed in accordance with the foregoing provisions shall be effective upon the filing of same with the Register of Deeds for Sullivan County, Tennessee.

Section 5: COVENANTS RUNNING WITH THE LAND

All matters of the Declaration shall be perpetual and be construed to be running with the land, shall run with and bind the land, and each part thereof, and shall be binding upon and inure to the benefit of the Association, Owners, their heirs, successors and assigns.

THIS SECOND AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR TARA HILLS WAS DULY ADOPTED IN ACCORDANCE WITH ARTICLE VIII, SECTION 3 OF THE DECLARATION THIS 9th DAY OF JANUARY 2020.

THE TARA HILLS HOME OWNERS ASSOCIATION, INC.

By: Allen Ashburn
President

By: Janice W. Bruce
Secretary

Prepared by:
Randy M. Kennedy
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625 Anderson Street
Bristol, TN 37620

AMENDED AND RESTATED BY-LAWS of the TARA HILLS HOME OWNERS ASSOCIATION, INC.

Approved January 10, 2023

ARTICLE I - NAME AND PURPOSE

1. **Name:** The name of the corporation is The Tara Hills Home Owners Association, Inc., hereinafter referred to also as “the Association”.

2. **Purpose:** The Association shall operate as a private, nonprofit corporation under the Tennessee Nonprofit Corporation Act in accordance with and in furtherance of the Declaration of Covenants, Conditions and Restrictions for Tara Hills which is recorded in the Register’s Office for Sullivan County, Tennessee, in Deed Book 184, page 8, with a First Amendment to the Declaration of Covenants, Conditions and Restrictions in said Register’s Office in Deed Book 3330, at page 650, and with a Second Amended and Restated Declaration of Covenants, Conditions and Restrictions in said Register’s Office in Deed Book 3371, at page 346 (the latter hereinafter referred to as “the Declaration”). The Association shall have, but not be limited to, the following as its objectives and purposes:

- (a) To maintain an exclusive and desirable subdivision and to control the maintenance, upkeep, and use of both land and homes located in Tara Hills Subdivision.
- (b) To promote the common good and welfare of the Tara Hills community.
- (c) To assure compliance with the Declaration.

ARTICLE II – MEMBERS

1. **Membership:** There shall be one class of Members of the Association. The Members are the Owners and an “Owner” shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Lot in Tara Hills Subdivision which is subject to the Declaration. The foregoing is not intended to in-

clude persons or entities who hold an interest merely as security for the performance of an obligation. No Owner shall have more than one (1) Membership per Lot regardless of how many individuals are named on the deed or occupy the household. Membership shall be appurtenant to and may not be separated from ownership of any Lot and ownership of such Lots shall be the sole qualification for Membership.

2. Voting Rights: There shall be one (1) vote per Lot owned and a partial vote per partial Lot owned as provided in the Declaration, (cast by any one of the multiple record owners). Members whose Association assessments are in arrears and/or who have unreleased lien(s) in favor of the Association against their Lot(s) on the day of the vote are not eligible to vote.

For the purposes of these By-Laws, a "Lot" shall mean a parcel of land shown on the current, recorded subdivision plats for Tara Hills Subdivision.

3. Transfer of Membership: Membership in this Association shall be transferable or assignable only as an appurtenance to the transfer of record title to the Lot involved.

ARTICLE III - MEETINGS OF MEMBERS

1. Annual Meeting: The Annual Meeting of the Members shall be held at such time and place, either within or without this State, as may be designated by the Directors. At least one such meeting must be called within 12 months of the previous meeting unless extended for exigent circumstances as determined by the Board of Directors in their sole discretion.

2. Special Meetings: Special meetings of the Members may be called by the President, a majority of the Board of Directors, or by the holders of not less than ten percent (10%) of all the votes entitled to be cast at such meeting. The place of said meetings shall be designated by the Directors.

3. Notice: Members will be sent a notice stating the place, date and time of the meeting, and in the case of a special meeting, the purpose(s) for which the meeting is called and the person(s) calling the meeting. Said notice may be sent by email or the United States

Postal Service or delivered in person by a representative of the Board. Regardless of the method used, such notices shall be delivered no fewer than ten (10) days nor more than sixty (60) days before the date of the meeting.

4. Delivery: Email shall be deemed to be delivered if the sender does not receive an error message indicating non-delivery after two attempts to send the notice to the Member's email address as it appears on the books. Members are encouraged to reply to sender to acknowledge receipt of email notices. Notices sent via the United States Postal Service shall be deemed to be delivered when deposited in the United States mail addressed to the Member at his address as it appears on the books of the Association, with postage thereon prepaid. Notices delivered in person shall be deemed delivered when actually received by the Member. The person giving such notice shall certify that the notice required by this paragraph has been given.

5. Email Consent: Members must consent to receiving notices and other official correspondence from The Association via email. Such consent will be obtained at the Annual Meeting using Directory Information update cards. The Secretary will obtain consent from members who don't attend the Annual Meeting by either distributing Directory Information cards or by requesting consent via email. Consent shall be obtained from new residents by the Social Chairman using the Directory Information card. Members may withdraw their consent at any time by notifying the Secretary. Email addresses shall not be published nor used for any purpose other than official business of The Association.

6. Quorum Requirements: Ten percent (10%) of the votes entitled to be cast or 10% of the Members entitled to vote, whichever is less, shall constitute a quorum for the transaction of business. A meeting may be adjourned despite the absence of a quorum and notice of an adjourned meeting need not be given if the time and place to which the meeting is adjourned are announced at the meeting at which the adjournment is taken. When a quorum is present at any meeting, a majority in interest of the votes there represented shall decide any questions brought before such meeting, unless the question is one upon which, by express provision of this Association's Charter, the Declaration, these By-Laws or by the laws of Tennessee, a larger or

different vote is required, in which case such express provision shall govern the decision of such question.

7. Voting, Proxies and Absentee Ballots:

(a) **Voting at Meetings:** Every Member entitled to vote at a meeting may do so in person or by authorizing another Member as proxy, which signed proxy appointment shall be filed with the Secretary of the Board before such vote is taken. Such proxy shall entitle the holders thereof to vote at any adjournment of such meeting but shall not be valid after the final adjournment thereof. No proxy shall be valid after the expiration of eleven (11) months from the date of its execution unless otherwise permitted by law.

(b) **Absentee Ballots:** Members may be authorized by the Board to vote by absentee ballot when voting on an amendment to the Declaration or a revision to the By-Laws of the Association, or in any other circumstance when the vote of the entire Membership is warranted. Prior to the meeting where the vote will be taken, the board will announce a period of time for suggestions, discussion and debate by Members on the proposed action. An absentee ballot, a proxy form and a copy of each proposed action on which the vote will be taken shall be delivered with the notice of meeting. Absentee ballots will be in the form of a document (or an electronic document that can be printed out) and provide an opportunity to vote for or against each proposed action. Absentee ballots must be signed and returned to the Secretary prior to the meeting. An electronic signature is acceptable if a legally acceptable protocol for authentication of the electronic signature can be established and a paper copy can be produced for vote tabulation and certification. Absentee ballots may be revoked prior to the meeting and shall be tabulated with votes cast at the meeting.

8. Parliamentary Procedure: The most current authorized edition of Robert's Rules of Order shall govern Member meetings in all cases to which they are applicable and in which they are not inconsistent with the Charter, the Declaration, these By-Laws or the laws of Tennessee.

ARTICLE IV - BOARD OF DIRECTORS

1. General Powers: The affairs of the Association shall be managed by its Board of Directors. The Board of Directors shall have the power to exercise for the Association all powers, duties and authority vested in or delegated to the Association by the Declaration or otherwise granted or permitted by law.

2. Number and Term of Office: The Board shall consist of twelve (12) Directors. Four (4) Directors shall be elected at each Annual Meeting for a term of three (3) years. No Director may be elected for more than two successive terms, except as stipulated below. A Director's term expires at the adjournment of the third Annual Meeting following election to the Board. The President's term expires immediately upon election of a successor at the Annual Board Meeting. The Secretary's term expires at the adjournment of the last Annual Board Meeting for which the incumbent is in office.

With the approval of a majority vote of the entire Board of Directors, term limits may be waived for the Secretary and the Treasurer as long as they are willing and able to continue serving in those respective offices. This waiver must be approved during the nominating period in the year that the incumbent's term expires, but not later than ten (10) days prior to the Annual Meeting. Notice of any approved waiver(s) shall be included when posting a slate of nominees that includes the incumbent Secretary and/or Treasurer.

3. Qualifications: Only active Members of the Association who are eligible to vote under Article II, Section 2, Voting Rights, hereinabove and are of legal age shall be eligible to serve as Directors. Only one Member of a household shall serve on the Board at any given time.

4. Nominations & Election: The Nominating process will begin no later than two (2) months prior to the date of the Annual Meeting. The Secretary will notify the Membership by notification which shall be sent by email or the United States Postal Service or delivered in person by a representative of the Board at the appropriate time. Any Member may nominate himself or any other Member as a candidate for Director by submitting the name of the person to the

Secretary not later than fifteen (15) days prior to the Annual Meeting. Nominations will also be taken from the floor during the Annual Meeting. All nominees must meet the qualifications stipulated in Article IV, Section 3. All nominees must consent to have their names placed in nomination and agree to serve if elected. The Secretary will include the slate of nominees in the final notice of the Annual Meeting, which shall be sent by email or the United States Postal Service or delivered in person by a representative of the Board no later than ten (10) days prior to the date of said meeting. Directors shall be elected by a majority of the votes cast at the Annual Meeting of the Members.

5. Meetings: The Annual Meeting of the Board of Directors shall be held immediately after the adjournment of the Annual Meeting of the Members; at which time the Officers of the Association shall be elected. The Board may also designate more frequent intervals for regular meetings. Special meetings may be called at any time by the President or any two (2) Directors.

6. Notice of Directors' Meetings: The Membership will be notified of Board meetings which shall be sent by email or the United States Postal Service or delivered in person by a representative of the Board. Special meetings shall be held upon notice which shall be sent by email or the United States Postal Service or delivered in person by a representative of the Board not less than five (5) days before the meeting or as provided by law unless precluded by exigent circumstances. Members wishing to attend the Board meeting should notify the President or Secretary of their intentions no later than two (2) days prior to the meeting. Should a Member wish to bring an issue before the Board for consideration the Member should submit a written proposal to the President outlining the circumstances and desired action(s) involved no later than two (2) days prior to the meeting.

7. Quorum and Vote: The presence of five (5) Directors shall constitute a quorum for the transaction of business. A meeting may be adjourned despite the absence of a quorum and notice of an adjourned meeting need not be given if the time and place to which the meeting is adjourned are fixed at the meeting at which the adjournment is taken, and if the period of adjournment does not exceed thirty (30) days in any one adjournment. The affirmative vote of a

majority of the Directors present at a meeting at which a quorum is present shall be at the act of the board, unless the vote of a greater number is required by the Charter, the Declaration, these By-Laws, or by the laws of Tennessee.

8. Committees: The Association shall have the following standing committees: Architectural Review, Beautification and Grounds, Directory, Finance and Social. The Board of Directors shall, in its discretion, appoint Chairs and members of these committees and specify the authority and responsibility of each committee. Committee Chairs are expected to attend the Annual Meeting and all Board meetings to report any activities undertaken by their committees. Committee Chairs and members are not entitled to vote on issues brought before the Board unless they are duly elected members of the Board. The Board of Directors by resolution adopted by a majority of its members, may create additional committees. No committee can act on matters reserved to the Board of Directors by the Charter, the Declaration, these By-Laws or the laws of the State of Tennessee.

ARTICLE V – OFFICERS

1. Number: The Association shall have a President, a Vice-President, a Secretary, a Treasurer, an Immediate Past President, a Civic Affairs Liaison, a Parliamentarian/Sergeant-at-Arms, and such other officers as the Board of Directors shall, from time to time, deem necessary. Any two or more offices may be held by the same person except the offices of President and Secretary.

2. Qualification and Election: The officers shall be elected by the board of directors from its own number at its annual meeting. Each officer shall serve at the pleasure of the board of directors, or until his/her successor has been qualified and elected. No person may serve as President for more than two consecutive one-year terms.

3. Duties:

(a) The President shall have active, executive management of the operations of the corporation, subject, however, to the control of the board of directors. S/He shall preside at all meetings of members and directors, discharge all the duties incumbent upon presiding officers, and perform such other

duties as the board of directors may prescribe. At the natural end of his/her term of office the President shall assume the role of Immediate Past President as described in Paragraph 3(e) below. If for any reason the President is asked to resign or is removed from office by vote of the board per Article VI, Paragraph 2; s/he is not qualified to assume the role of Immediate Past President.

- (b) The Vice-President shall exercise the powers and perform the functions that are from time to time assigned by the President or the board of directors. The Vice-President shall have the powers and shall exercise the duties of the President whenever the President, by reason of illness or disability, or absence, is unable to act, and at other times when specifically so directed by the board of directors.
- (c) The Secretary shall attend all meetings of the members and the directors and shall keep a true and complete record of the proceedings of these meetings. The Secretary shall maintain a current roster of the members and shall be the custodian of the records and of any seal of the corporation. The Secretary shall attend to the giving of all notices and shall perform such other duties as the board of directors may prescribe.
- (d) The Treasurer shall keep correct and complete records of accounts, showing accurately at all times the financial condition of the corporation. The Treasurer shall be the legal custodian of all monies, notes, securities, and other valuables that may, from time to time, come into the possession of the corporation. The Treasurer shall immediately deposit all funds of the corporation coming to his/her hands in some reliable bank or other depository to be designated by the board of directors and shall keep this bank account in the name of the corporation. The Treasurer shall furnish at meetings of the board of directors, or whenever requested, a statement of the financial condition of the corporation, and shall perform such other duties as the board of directors may prescribe.
- (e) The Immediate Past President shall serve as mentor and advisor to the Officers and Directors. The Immediate Past President shall be invited to attend all meetings and participate in all activities where board attendance is required. The Imme-

mediate Past President shall not have a vote, nor shall s/he be counted when determining a quorum at any board meeting unless his/her tenure as an electee to the Board has not expired. If the Immediate Past President is unable, unwilling, or unqualified to fulfill this role, the President may appoint any other Past President who left office in good standing to serve in this capacity.

- (f) The Civic Affairs Liaison shall contact appropriate governmental officials and agencies regarding Association concerns when requested by the Board and/or the President.
- (g) The Parliamentarian shall advise the President and other officers, committees, and Members on matters of parliamentary procedure. During Member meetings, the work of the Parliamentarian shall be limited to giving advice to the chair and, when requested, to any other Member.

ARTICLE VI - RESIGNATIONS, REMOVALS AND VACANCIES

1. **Resignations:** Any officer or director may resign at any time by giving a written notice to the Board of Directors, the President, or the Secretary. Any such resignation shall take effect at the time specified therein, or if no time is specified, then upon its acceptance by the Board of Directors.
2. **Removal of Officers:** Any officer or agent may be removed by the Board of Directors whenever in its judgment the best interests of the Association will be served thereby.
3. **Removal of Directors:** Any or all of the directors may be removed either with or without cause by a majority vote of the entire Board.
4. **Vacancies:** Newly created directorships resulting from an increase in the number of Directors, and vacancies occurring in any office or directorship for any reason, including removal of an officer or director, may be filled by the vote of a majority of the Directors then in office, even if less than a quorum exists.

5. Absentee Directors: Officers and Directors are expected to attend all duly constituted meetings of the board and to perform all the duties assigned to them by these By-Laws and those requested by the President. Should an Officer or Director fail to attend two (2) board meetings and/or fail to perform his/her duties for a period of three (3) consecutive months due to work, illness, or other similar circumstances the President may, subject to the approval of a majority of the Board, (a) ask the Officer or Director to resign or (b) appoint a Temporary Replacement for that Officer or Director who will serve until the Absentee is able to return. Should the continuous absence extend for a period of six (6) months, the Absentee will be considered to have resigned from the Board. At that time the President may nominate a Permanent Replacement, subject to approval by a majority of the board.

The Replacement Director (whether Temporary or Permanent) must meet all qualifications stipulated in Article IV – Paragraph 3 of these By-Laws. The Replacement Director will assume the voting rights and all duties of the absentee including (but not limited to) attendance at meetings, chairing or serving on a committee, and any other responsibilities stipulated in these by-laws or assigned by the President to the Absentee Director.

Should the Absentee in question be the President, the Vice-President should, with the approval of the board, ask for the President's resignation and/or appoint a Temporary or Permanent Replacement, depending on exigent circumstances. The Vice-President would assume the presidency. The Temporary or Permanent Director will serve as a voting member of the board and will assume any responsibilities assigned by the President or the board.

ARTICLE VII - ACTION BY CONSENT

Action required or permitted to be taken at a Board of Directors meeting may be taken without a meeting. The affirmative vote of a majority of the entire Board by written consent is the act of the Board. The action must be evidenced by one (1) or more written consents describing the action taken, signed by each Director, and included in the minutes filed with the Association records.

ARTICLE VIII - ASSESSMENTS

The Board of Directors may from time to time establish and enforce certain assessments as provided in, and in accordance with the Declaration. Written notice of the assessment and the date by which payment is due shall be given by the Treasurer to the Member.

ARTICLE IX - AMENDMENT OF BY-LAWS

These By-Laws may be amended, added to, or repealed either by: (1) a two-thirds (2/3) majority of votes cast by Members represented at any duly constituted Member's meeting or a majority of all Lots, whichever is less, or (2) a majority vote of the entire Board of Directors. Any change in the By-Laws made by the Board of Directors, however, may be amended or repealed by the Members.

Matt Slagle
President

Janice W. Bruce
Secretary

Amended January 10, 2023

