

**AMENDED BYLAWS
OF
HOLIDAY OUT IN AMERICA AT TANSI**

**CAMPSITE SUBDIVISION NO.1
PROPERTY OWNERS ASSOCIATION
(As approved by the membership August 19th, 2017)**

ARTICLE I – IDENTITY

The following Bylaws shall govern the operation of the condominium known as “HOLIDAY OUT IN AMERICA AT TANSI CAMPSITE NO.1,” a Condominium described and named in the Master Warranty Deed of record in Deed Book 74.

Pages 151-157, Register’s Office, Cumberland County, Tennessee, and the Amended Master Warranty Deed of record in Deed Book 164, pages 452-479, Register’s Office, Cumberland County, Tennessee; and said Bylaws shall take the place of the Bylaws as they are contained in the said Master Warranty Deed, and all the amendments thereto of record in Deed Book 164, pages 452-479, Deed Book 436, pages 461-463, Deed Book 447, pages 496-497, Deed Book 451, pages 552-554, Deed Book 476, pages 45-46, and Deed Book 529, pages 89-90, Register’s Office, Cumberland County, Tennessee, upon their adoption by the Unit Owners; these Bylaws shall also govern the operation of the Corporation known as “HOLIDAY OUT IN AMERICA AT TANSI CAMPSITE SUBDIVISION NO.1 PROPERTY OWNERS ASSOCIATION,” a Nonprofit Corporation that is organized and existing under the Laws of the State of Tennessee with its Charter of Record in Miscellaneous Book 139, Pages 288-293, Register’s Office, Cumberland County, Tennessee.

Section 1. Office. The Office of the Association shall be at the Condominium property, or at another such place as may be subsequently designated by the Board of Directors and approved by the Unit Owners.

Section 2. Seal. The Seal of the Corporation shall bear the name of the Corporation, the word “Tennessee,” and the words “Corporation Not for Profit” and the year of incorporation.

Section 3. Association. As used herein the word “Corporation,” shall be the equivalent of “Association,” and vice versa, and all of the words as they are used herein shall have the same definition as are attributed to them in the Master Warranty Deed, or in the Charter of the Corporation, or by common usage if not therein defined.

ARTICLE II – MEMBERSHIP AND VOTING PROVISIONS

Section 1. Issuance of Stock. The Association shall not issue Stocks or Certificates.

Section 2. Membership. Membership in the Association shall be limited to the Owners of Condominium Units, as they are identified in the Master Warranty Deed or in the Charter of the Corporation. An Owner is the person(s) whose name is clearly written out on the recorded deed and on file in the Corporation Office. The transfer of Unit ownership, either voluntarily or by operation of Law, shall “ipso facto” terminate an Owners membership in the Association, the said membership then becoming vested in the transferee. If Unit ownership as to that Unit is vested in more than one person, then all of the persons so owning the said Unit shall be Members who are eligible to hold office, to attend meetings, and so forth; but as hereinafter indicated, the vote of a Unit shall be cast by the “Voting Member.” If the Unit ownership is vested in a Corporation or other legal entity, the said Corporation or other entity may designate, in writing, a person as its “Voting Member.”

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Section 3. Voting.

- (a) The Owner(s) of each Condominium Unit shall be entitled to one vote for each Condominium Unit owned. If an Owner owns more than one Unit, he/she shall be entitled to one vote for each unit owned if a separate condominium fee is paid for each unit. The record date for voting purposes shall be thirty days prior to the meeting.
- (b) Any Condominium Unit Owner who is 90 days delinquent (in arrears) in payment of the Condominium fee, fees, assessments, shall be ineligible to vote during the term of such a delinquency. A majority of the Unit Owners' votes shall decide any question, unless these Bylaws or the Master Warranty Deed provide otherwise; in which event the voting percentage that is required in the Bylaws or the Master Warranty Deed shall control.

Section 4. Quorum. Unless it is otherwise provided for in these Bylaws, the presence, in person or by proxy, of a majority of the Unit Owners who are entitled to vote, shall constitute a quorum.

Section 5. Proxies. Votes may be cast by proxy or in person. All proxies shall be in writing and shall be signed by the person who is entitled to vote (as set forth in Section 6), and shall be filed with the Secretary prior to the meeting in which the proxies are to be used and shall be valid only for the particular meeting that is designated therein. Where a Unit is owned jointly by a husband and wife, and if they have not designated one of them as the Voting Member, a proxy must be signed by both the husband and the wife where a third party is designated.

Section 6. Designation of Voting Members. If a Condominium Unit is owned by one person, his/her right to vote shall be established by the recorded title to the Unit. If a Condominium Unit is owned by more than one person, the person who is entitled to cast the vote for the Unit shall be designated in a Certificate that is signed by all of the recorded Owners of the Unit and shall be filed with the Secretary of the Association. If a Condominium Unit is owned by a corporation or other legal entity, the person who is entitled to cast the vote of the unit for the corporation or other legal entity shall be designated in a certificate for this purpose, shall be signed by an authorized person and registered at the Office of the Condominium and the Secretary of the Association. The person who is designated in these Certificates and who is entitled to cast the vote for a Unit shall be known as the "Voting Member." If such a Certificate is not on file and registered with the office of the Condominium and the Secretary of the Association for a Unit that is owned by more than one person or a corporation, or other legal entity, then the vote of the Unit that is concerned shall not be considered in determining the requirement for a quorum, or for any purpose requiring the approval of a person who is entitled to cast the vote for the Unit, except if said Unit is owned by a husband and wife. Such Certificates shall be valid until they are revoked, or until they are superseded by a subsequent Certificate, or until there is a change of ownership of the Unit that is concerned. If a Condominium Unit is jointly owned by a husband and wife, the following three provisions are applicable thereto:

- (1) They may, but they shall not be required to, designate a Voting Member.
- (2) If they do not designate a Voting Member and if both spouses are present and are unable to concur in their decision upon any subject requiring their vote, they shall lose their right to vote on that subject at the meeting. (As previously provided, the vote of a Unit is not divisible.)
- (3) Where they do not designate a Voting Member, and where only one spouse is present at a meeting, the spouse who is present may cast the Unit vote just as though he/she owned the Unit individually, and without establishing the concurrence of the absent spouse.

Section 7. Proxy Designee. The Board of Directors shall elect or appoint one Board Member as the Designee for Proxies. Any Unit Owner may appoint this Director as his/her proxy or may appoint any other person as his/her proxy.

Section 8. Counting of Votes. The votes will be counted at a meeting by a committee appointed by the Board of Directors consisting of seven unit owners.

ARTICLE III – MEETINGS OF THE MEMBERSHIP

Section 1. Place. All of the meetings of the Association Unit Owners shall be held at the Condominium property.

Section 2. Notices. It shall be the duty of the Secretary to mail a notice of each annual or special meeting, stating the time and place thereof to each Unit Owner of record, at least fifteen (15) days, but not more than thirty (30) days, prior to such a meeting. The notice of any special meeting shall state the purpose thereof. All of the notices shall be mailed to or served at the address of the Unit Owner as it appears on the books of the Association.

Section 3. Agenda for Annual Meeting. A printed copy of the agenda for each annual Unit Owners Meeting shall be furnished to each Unit Owner prior to the meeting.

Section 4. Annual Meeting. The annual Unit Owners meeting shall be held at Holiday Out, Lake Tansi, on Sunday in the Labor Day weekend of each year, for the purpose of electing Directors and for transacting other such business as authorized to be transacted by the Unit Owners. At the annual meeting, the Unit Owners shall elect, by the plurality vote (cumulative voting prohibited), Directors of the Board to fill the vacancies that are created by the term expirations or the resignations of individual members of the Board of Directors and shall transact such other business as may properly be brought before the meeting.

Section 5. Special Meetings. A special meeting of the Unit Owners for any purpose, unless otherwise prescribed by Statute or by the Charter of the Corporation, shall be called by the Board of Directors or the Secretary at the request, in writing, of Voting Members representing twenty percent (20%) of the Unit Owners total votes, which request shall state the purpose(s) of the proposed meeting. Only business within the purpose or purposes described in the meeting notice may be conducted at a special meeting of the Unit Owners.

Section 6. Order of Business. The order of business at the Annual Unit Owners Meeting, and, as far as practical, to all of the other Unit Owners meetings, shall include:

- (a) A reference to Article III, Section 8;
- (b) A calling of the roll and the certifying of proxies;
- (c) An announcement of quorum;
- (d) An election of the selection of the inspectors of an election;
- (e) Any introductions and special announcements;
- (f) A proof of the notice of a meeting or a waiver of the notice;
- (g) A reading and the disposal of any unapproved minutes;
- (h) The Reports of the Officers;
- (i) The Reports of the Committees;
- (j) Any unfinished business;
- (k) Any new business;
- (l) The election of Directors; and
- (m) An adjournment.

Section 7. Adjourned Meeting. If any meeting of the Unit Owners cannot be organized because a quorum (of the Voting Members) is not present either in person or by proxy, the meeting may be adjourned from time to time until a quorum is present.

Section 8. Presiding Officers. The Chairperson of the Board of Directors of the Association shall preside as Chairperson of all of the meetings of the Association and of all of the meetings of the Board of Directors. In the absence of the Chairperson, the Vice-Chairperson will preside. The order of business shall be established and incorporated into the agenda as stated in Article III, Section 6.

ARTICLE IV – THE BOARD OF DIRECTORS

Section 1. Definition. The Association shall be governed by a Board of Directors, consisting of nine (9) directors. At the annual meeting of the Association (Labor Day weekend) three (3) Directors shall be elected to serve for a term of three (3) years. Each Director shall serve for a term of three years, commencing immediately following

his/her election or until his/her respective successors are elected. If any Director ceases to be a Unit owner, his/her Board membership shall thereupon terminate. Vacancies on the Board shall be filled by a majority vote of the remaining Board Members, and each Board Member so elected shall serve until the next annual Unit Owners meeting. Five (5) Members of the Board shall constitute a quorum and, if a quorum is present, the decision of the majority of those present shall be the act of the Board. The Directors shall serve without compensation.

Section 2. Membership. The Board of Directors shall consist of a Chairperson, a Vice-Chairperson, a Secretary, and a Treasurer, and such other officers as the Board may direct. The remaining members of the Board may serve as members of the several Committees, decided by the Board, that are relevant to the operation of the Park and the Association. The Officers shall be elected by the Board of Directors at the first meeting that is held after the annual Unit Owners Meeting. The Chairperson of the various Committees shall be appointed by the Chairperson of the Board or the Vice-Chairperson of the Board, if the Chairperson is not present.

Section 3. The Chairperson. The Chairperson of the Board of Directors shall be the Chief Executive Officer of the Association. He/she shall preside at all of the meetings of the Board of Directors and at all of the meetings of the Unit Owners. He/she shall have executive powers and general supervision over the daily and emergency affairs of the Association. Executive powers are not to be used to over-ride the decisions of committees or the Association's Rules and Regulations without the approval of the majority of the Board. He/she shall sign all of the written contracts, and shall perform all of the duties that are incident to the office and that may be delegated to him/her from time to time by the Board of Directors. He/she shall cooperate with the Park Manager in all respects concerning the operation of the Park and the items that are pertinent to the Association.

Section 4. The Vice-Chairperson. He/she shall perform all of the duties of the Chairperson in his/her absence or disability and such other duties as may be required of him/her from time to time by the Board of Directors.

Section 5. The Secretary. The Secretary shall issue notices of all of the Board of Directors meetings and all of the meetings of the Association. He/she shall attend and be responsible for keeping the minutes of the same. He/she shall have charge of all of the Association's books, records, and papers, except those that are kept by the Treasurer. He/she shall have the custody of the Seal of the Association. The Assistant Secretary shall perform the duties of the Secretary when he/she is absent or incapacitated.

Section 6. The Treasurer. He/she shall be responsible for the Association Funds and securities and shall cause to be kept full and accurate accounts of the receipts and disbursements in the books belonging to the Association and shall see that all of the monies and valuable effects in the name of, and to the credit of the Association are deposited in such depositories as may be designated from time to time by the Board of Directors. If it is required by the Unit Owners, he/she shall be bonded in the faithful performance of his/her office.

Section 7. Funds of the Association. The funds of the Association shall be deposited in such banks and depositories as shall be determined by the Board of Directors from time to time upon a resolution approved by the Board of Directors and shall be withdrawn only upon checks and demands for money that are signed by such persons as may be designated by the Board of Directors. Funds of the Association shall be used for various programs for the betterment of the Park and the Association. These monies shall include the monies that are earned from recreational and church funds.

Section 8. Treasurer's Report. The Treasurer shall present written report at the annual meeting on the financial status of the Association including the financial report that is presented by the Park Manager on the status of the monies that are collected from the monthly Condominium fee and its disbursements for the operation of the Condominium.

Section 9. Fiscal Year. The fiscal year of the Association shall begin on the first day of January of each year; provided however, that the Board of Directors is expressly authorized to change to a different fiscal year in accordance with the provisions and regulations (from time to time) that are prescribed by the Internal Revenue Code of the United States of America, at such time as the Board of Directors deems advisable.

ARTICLE V – RULES REGARDING DIRECTORS

Section 1. Term. Each Member of the Board of Directors shall be either the owner of a Condominium Unit or an owner of an interest therein. Any Unit Owner may be elected to the Board of Directors for not more than two consecutive terms of three (3) years each. The term of office for a Director shall be for a period of three years.

Section 2. Organizational Meeting. The organizational meeting of the Board of Directors shall be held within ten (10) days after the annual Unit Owners Meeting at such a time and place as shall be fixed by the Directors of the meeting at which they were elected; and no further notice of the organizational meeting shall be necessary, providing a quorum shall be present.

Section 3. Removal of Directors. At any time, any one or more of the Directors may be removed, with or without cause, by the affirmative vote of the Voting Members casting not less than two-thirds of the total vote that is present at the said meeting; and a successor may then and there be elected to fill the vacancy that is thus created. If the Unit Owners fail to elect a said successor, the Board of Directors may fill the vacancy in the manner that is provided in Article IV, Section 1.

Section 4. Vacancies. If the office of any Director (or Directors) become(s) vacant by reason of death, resignation, retirement, disqualification, removal from office, or otherwise, a majority of the remaining Directors, even though less than a quorum, shall choose a successor or successors, who shall hold office until the next annual Unit Owners Meeting. The election that is held for the purpose of filling the said vacancy may be held at any regular meeting of the Board of Directors.

Section 5. Disqualification and Resignation of Directors. Any Director may resign at any time by sending a written notice of such a resignation to the office of the Association to the Chairperson. Unless otherwise specified therein, such a resignation shall take effect upon the receipt thereof by the Chairperson. More than three (3) consecutive unexcused absences from regular meetings of the Board of Directors shall automatically constitute a resignation. In the event that a Director ceases to be an owner of a Condominium Unit or to have an interest therein, then the Directorship shall immediately and automatically terminate. No Unit Owner shall continue to serve on the Board should he/she be more than ninety (90) days delinquent in the payment of an assessment; and said delinquency shall automatically constitute a resignation.

Section 6. Regular Meetings. The Board of Directors may establish a schedule of regular meetings that are to be held at such a time and place the Board of Directors may designate. The notice of such regular meetings shall nevertheless be given to each Director personally, or by mail, telephone, or telefax at least five (5) days prior to the day that is named for such a meeting.

Section 7. Special Meetings. Special Meetings of the Board of Directors may be called by the Chairperson and must be called by the Secretary at the written request of one-third of the votes of the Board. Notice of the meeting shall be given personally, or by mail, telephone, or telefax, at least (5) days prior to the meeting stating the time, the place, and the reason for the meeting. During an emergency or a natural disaster, a meeting may be called when a majority of the Members of the Board of Directors are present in the Park, without a prior notice.

Section 8. Director's Waiver of Notice. Before or at any meeting of the Board of Directors, any Director may waive a notice of such a meeting, and such a waiver shall be deemed equivalent to the giving of a notice. The attendance by a Director at any meeting of the Board shall be a waiver of a notice by him/her of the time and place thereof unless the Director at the beginning of the meeting (or promptly upon the Director's arrival) objects to holding the meeting or transacting business at the meeting and does not thereafter vote for or assent to action taken at the meeting. If all of the Directors are present at any meeting of the Board, no notice shall be required; and any business may be transacted at such a meeting.

Section 9. Quorum. At all of the meetings of the Board of Directors, a majority of the Directors shall constitute a quorum for the transaction of business; and the acts of the majority of the Directors who are present at such meetings at which a quorum is present shall be the acts of the Board of Directors. If at any meeting of the Board of Directors there is less than a quorum present, the majority of those who are present may adjourn from time to time.

At each such adjourned meeting, any business that might have been transacted at the meeting as it was originally called may be transacted without further notice. The joinder of a Director in the action of a meeting by signing and concurring in the minutes thereof shall constitute the presence of such a Director for the purpose of determining a quorum.

Section 10. Powers and Duties. The Board of Directors shall have the powers and the duties that are necessary for the administration of the Association and may do all of such acts and things as are not by law, by the Master Warranty Deed, or by the Charter of the Corporation or these Bylaws, directed to be exercised and done by the Unit Owners. However, the Board shall not enter into any contract or any written agreement with the duration of more than two years. These powers shall specifically include, without limitation, the following:

- (A) The exercise of all of the powers as specifically set forth in the Master Warranty Deed, in the Charter of the Corporation, in the Horizontal Property Act of the State of Tennessee, in the Rules and Regulations Governing the Operation of Camp Grounds, and all of the powers that are incidental thereto.
- (B) The making of assessments, the collecting of said assessments, and using and expending the assessments to carry out the purpose and powers of the Association.
- (C) To aid the Park Manager in employing or dismissing the personnel who are necessary for the maintenance and operation of the project and of the common areas and facilities, including the right and power to employ attorneys, accountants, contractors, and other professionals as the need arises.
- (D) The making and amending of the regulations respecting the operation and the use of the common elements and the Condominium property and the use and the maintenance of the Condominium Units therein.
- (E) The contracting for the management of the Condominium, and the delegating to such a Manager, all of the powers and duties of the Association, except those that may be required by the Master Warranty Deed to have approval by the Board of Directors or by the Membership of the Association.
- (F) The designating of one or more committees which, to the extent that is provided in the resolution designating such committees, shall have the powers of the Board of Directors in the management of the business and affairs of the Association. Such committee(s) shall consist of at least three (3) Unit Owners of the Association, one of whom shall be Chairperson and one of whom shall be a Member of the Board of Directors. The committee(s) shall have such name(s) as may be determined by the Board of Directors (from time to time) and said committee(s) shall keep regular minutes of their proceedings and report the same to the Board of Directors as required.
- (G) The using and disbursing of the proceeds of assessments in the exercise of the powers and duties.
- (H) The maintaining, repairing, replacing, and operating of the Condominium property.
- (I) The reconstructing of improvements after a casualty and the further improving of the property.
- (J) The enforcing, by legal means, of the provisions of the Condominium documents, the Charter of the Corporation, the Bylaws of the Association, and the Regulations for the use of the property in the Condominium.
- (K) The paying of taxes and assessments that are liens against any part of the Condominium other than individual units and the appurtenances thereto, and the assessing of the same against the units that are subject to such liens.
- (L) The making certain that the Park Manager pays all of the costs of power, water, sewer, and other utility services that are rendered to the Condominium other than the individual bills of the Unit Owners. The foregoing powers shall be exercised by the Board of Directors, or its Park Manager or Employees, subject only to an approval by Unit Owners when such is specifically required.

ARTICLE VI – DETERMINATION OF ASSESSMENTS

- (A) The Board of Directors of the Association shall fix and determine (from time to time) the sum(s) that are necessary and adequate for the common expense of the Condominium property. Common expenses shall include expenses for the operation, the maintenance, the repair or replacement of the common elements and the limited common elements, the costs of carrying out the power and duties of the Association, all of the insurance premiums and expenses relating thereto. Including fire insurance and extended coverage, and any other expenses that are designated as common expenses (from time to time) by the Board of Directors of the Association. The Board of Directors is specifically empowered, on behalf of the Association, to make and to collect assessments, and to maintain, repair, and replace the common elements and the limited

common elements of the Association. The funds for the payment of common expenses shall be assessed against the Unit owners in the proportions of percentages of sharing common expenses as provided in the Master Warranty Deed. Said assessments shall be payable as ordered by the Board of Directors. Special assessments, should they be required by the Board of Directors, shall be levied in the same manner as determined by the Board of Directors. The funds that are derived from such assessments shall be earmarked and used only for the purpose for which the assessment was caused. Any over-collections shall be used or returned to payees as determined by a majority of the Unit Owners.

- (B) When the Board of Directors has determined the amount of any assessment, the Association shall mail or present to each Unit Owner, a statement of said Unit Owner's assessment. All of the assessments shall be payable to the Association, and, upon request, the Association shall give a receipt for each payment made.

Section 1. Payment of Assessments. In the event that any assessment is not paid within three (3) months of the date of the levy and the notification thereof, which notification shall be given by mail to the Unit Owner of the said lot, and by posting upon a bulletin board that is to be maintained in the Recreation Hall, the exclusive right to possession for the lot to which the delinquent assessment applies shall vest in the Association, which shall have the exclusive right to rent the possession and the use of the lot and to apply all of the revenue from such rentals against the delinquent assessments and any future assessments, until all of the assessments have been paid in full. In addition, any such delinquent assessment, together with interest, cost, and reasonable attorney's fees, shall be a charge upon the land and shall be a continuing lien upon the property against which each such assessment is made. All such delinquent assessments shall bear interest of ten percent (10%) per annum plus associated costs until paid. The Association may bring an action at law against the Unit Owner, who is personally obligated to pay the same, or foreclose the lien against the property. No Unit Owner may waive or otherwise escape liability for the assessments that are provided herein by the non-use of the common area or abandonment of his/her lot. The foregoing remedies shall be in addition to any that are otherwise available either in law or in equity..

Section 2. Eligibility to Vote. In the event that any Unit Owner is in arrears of ninety (90) days in payment of his/her assessment, he/she shall not be eligible to vote in any election. He/she shall not be eligible to be nominated or elected to the Board of Directors.

Section 3. Application of Payments and Co-Mingling of Funds. All of the funds that are collected by the Association from assessments may be co-mingled in a single fund or divided into more than one fund, as determined by the Board of Directors. All of the assessment payments by a Unit Owner shall be applied as to interest, delinquencies, costs and attorney's fees, other charges, expenses or advances, as provided herein and in the Master Warranty Deed, and general or special assessments in such a manner as the Board of Directors determines. All of the funds that are collected from a special assessment shall be placed in a separate account.

Section 4. Annual Audit. An audit of accounts of the Association shall be made annually by a Certified Public Accountant or a Licensed Public Accountant as determined by the Board of Directors, and a copy of the report shall be available for inspection by the Unit Owners in the Office of the Association, not later than three months after the end of the year for which the report is made.

Section 5. Acceleration of Assessment Installments upon Default. If a Unit Owner shall be in default in the payment of an installment upon any assessment, the Board of Directors may accelerate the remaining monthly installments for the fiscal year upon notice thereof to the Unit Owner, and thereupon, the unpaid balance of the assessment shall become due upon the date stated in the notice, but not less than fifteen (15) days after the delivery of or mailing of the said notice to the Unit Owner. No Unit shall be eligible for voluntary transfer until and unless all of the assessments and dues, (and so forth,) have been paid. The payment of these assessments will be as stated in Article VI, Section 1.

ARTICLE VII – SUBSTANTIAL ADDITIONS OR ALTERATIONS

There shall be no substantial additions or alterations to the common elements unless the same are authorized by the Board of Directors. This shall include limited common elements. This authorization shall be ratified by the

affirmative vote of two-thirds of the Voting Members who are present at any special or regular meeting of the Unit Owners that is called for that purpose.

ARTICLE VIII – COMPLIANCE AND DEFAULT

Section 1. Violations. In the event of a violation (other than the nonpayment of an assessment) by the Unit Owner of any of the provisions of the Master Warranty Deed or of these Bylaws, or of the applicable provisions of the Tennessee Horizontal Property Act, the Association, by the direction of its Board of Directors, may notify the Unit Owner by written notice of a said breach, and if such a violation shall continue for a period of thirty (30) days from the date of the notice, the Association, through its Directors, shall have the right to treat such a violation as an intentional and inexcusable and material breach of the Master Warranty Deed, of the Bylaws, or of the pertinent provisions of the Tennessee Horizontal Property Act; and the Association may then, at its option, have the following elections:

- (1) An action at law to recover for its damages on behalf of the Association or on behalf of the Unit Owners;
- (2) An action in equity to enforce performance on the part of the Unit Owner; or
- (3) An action in equity for such equitable relief as may be necessary under the circumstances, including injunctive relief.

Upon finding by the Court that the violation that is complained of is willful and deliberate, the Unit Owner so violating shall reimburse the Association for any reasonable attorney fees that are incurred by it in bringing such an action. The failure on the part of the Association to maintain such an action at law or in equity within thirty (30) days from the date of a written request, signed by a Unit Owner, sent to the Board of Directors, shall authorize any Unit Owner to bring an action in equity or suit at law on account of the violation in the manner that is provided for by the Tennessee Horizontal Property Act. Any violations that are deemed by the Board of Directors to be a hazard to public health may be corrected immediately as an emergency matter by the Association, and the cost thereof shall be charged to the Unit Owner as a specific item that shall be a lien against the said Unit with the same force and effect as if the charge were a part of the common expense. This legal action shall be taken by the Board of Directors.

Section 2. Negligence or Carelessness of a Unit Owner (and So Forth). All Unit Owners shall be liable for the expense of any maintenance, repair, or replacement that is rendered necessary by his/her act, neglect or carelessness, or by that of any member of his/her family, or of his/her guests, employees, agents or lessees, but only to the extent that such expense is not met by the proceeds of insurance that is carried by the Association, if any. Such liability shall include any increase in insurance rates, occasioned by use, misuse, occupancy, or abandonment of any Unit or its appurtenances. Nothing herein contained, however, shall be construed so as to modify any waiver by insurance companies of rights of subrogation. The expense for any maintenance, repair, or replacement that is required, as provided in this section, shall be charged to the said Unit Owner as a specific item that shall be a lien against said Unit with the same force and effect as if the charge were a part of common expense. Each Unit Owner shall be responsible for any liability insurance on his/her property.

Section 3. Costs and Attorney Fees. In any proceeding arising because of an alleged default by a Unit Owner, the prevailing party shall be entitled to recover the costs of the proceeding and such reasonable attorney's fees as may be determined by the Court.

Section 4. No Waiver of Rights. The failure of the Association or of a Unit Owner to enforce any right, provision, covenant, or condition that may be granted by the Condominium documents shall not constitute a waiver of the right of the Condominium Association or the Unit Owner to enforce such a right, provision, covenant, or condition in the future.

Section 5. No Election of Remedies. All of the rights, remedies, and privileges that are granted to the Association or to the Unit Owner pursuant to any terms, provisions, covenants, or conditions of the Condominium documents, shall be deemed to be cumulative; and the exercise of any one or more shall not be deemed to constitute an election of remedies, nor shall it preclude the party thus exercising the same from exercising such other additional rights, remedies, or privileges as may be granted to such another party by Condominium documents, or at law, or in equity.

ARTICLE IX – ACQUISITION OF UNITS

Section 1. Acquisition on Foreclosure. At any foreclosure sale of a Unit, the Board of Directors may with the authorization and approval, by the affirmative vote of Voting Members casting not less than two-thirds of the total votes of the Unit Owners, wherein said matter is voted upon, acquire in the name of the Association or its designee, a Condominium Unit that is being foreclosed. The term “foreclosure,” as it is used in this Section, shall mean and shall include any foreclosure of any lien, including a lien for assessments. The power of the Board of Directors to acquire a Condominium Unit at any foreclosure sale shall never be interpreted as any requirement or obligation on the part of the Board of Directors, or of the Association, to do so at any foreclosure sale, the provisions hereof being permissive in nature and for the purpose of setting forth the power in the Board of Directors to do so.

ARTICLE X – AMENDMENTS TO THE BYLAWS

These Bylaws may be altered, amended, or added to at any duly called meeting of the Unit Owners, provided:

- (1) That a notice of the said meeting contains a statement of the proposed Amendment;
- (2) That the Amendment be approved by the affirmative vote of not less than two-thirds of the Unit Owners;
and
- (3) That the said Amendment be recorded and certified as required by the Horizontal Property Act.

ARTICLE XI – NOTICES

Whatever notices are required to be sent hereunder shall be delivered or sent in accordance with the applicable provisions for notices, as set forth in the Master Warranty Deed to which these Bylaws are attached.

ARTICLE XII – INDEMNIFICATION

The Association shall indemnify every Director and every officer, his/her Heirs, Executors, and Administrators, against all of the losses and expenses that are reasonably incurred by him/her in connection with any action, suit, or proceeding to which he/she may be made a party, by reason of his/her being or having been a Director or an Officer of the Association, including reasonable attorney fees to be approved by the Association, except as to matters wherein he/she shall be finally adjudged in such action, suit or proceeding to be liable for, or guilty of, gross negligence or willful misconduct. The foregoing right shall be in addition to, and not exclusive of, all of the other rights to which such a Director or Officer may be entitled.

ARTICLE XIII – LIABILITY SURVIVES TERMINATION OF MEMBERSHIP

The termination of a membership in the Association shall not relieve or release any such former Unit Owner or Member from any liability or obligations that are incurred under, or in any way connected with, the Association during the period of such an ownership and membership, or impair any rights or remedies that the Association may have against such a former Unit Owner and Member arising out of, or in any way connected with, such ownership and membership, and the covenants and obligation thereto.

ARTICLE XIV – LIMITATION OF LIABILITY

Notwithstanding the duty of the Association to maintain and to repair parts of the Condominium property, the Association shall not be liable for injury or damage caused by a latent condition in the property nor for injury or damage that is caused by the elements, or by other Unit Owners or persons.

ARTICLE XV – PARLIAMENTARY RULES

Roberts Rules of Order (the latest edition) shall govern the conduct of the Association meetings when that document is not in conflict with the Tennessee Horizontal Property Act, the Master Warranty Deed, or these Bylaws.

ARTICLE XVI – LIENS

Section 1. Protection of Property. All of the liens against a Condominium Unit, other than for the permitted mortgages, taxes, or special assessments, shall be satisfied or otherwise removed within 30 days of the date the lien was attached. All of the taxes and special assessments upon a Condominium Unit shall be paid before becoming delinquent, as provided in these Condominium documents, or Bylaws, whichever is sooner.

Section 2. Notice of Liens. A Unit Owner shall give notice to the Association of every lien upon his/her Unit, other than for permitted mortgages, taxes, and special assessments, within five (5) days after the Unit Owner receives notice thereof, and after the attachment of the lien.

Section 3. Notice of Suit. Unit Owners shall give notice to the Association of every suit or other proceedings that will, or may, affect the title to his/her Unit or any other property, such a notice to be given five (5) days after the Unit Owner receives notice thereof.

Section 4. Failure to Comply. Failure to comply with this article concerning liens will not affect the validity of any judicial sale.

Section 5. Permitted Mortgages. The Association shall maintain a register of all of the permitted mortgages and at the request of a Mortgagee; the Association shall forward copies of all of the notices for any unpaid assessments or violations that are served upon a Unit Owner to the said Mortgagee.

ARTICLE XVII – RULES AND REGULATIONS

Section 1. As to Common Elements. The Board of Directors may from time to time, adopt or amend previously adopted Administrative Rules and Regulations governing the details of the operation, use, maintenance, management, and control of the common elements of the Condominium and any facilities or services that are made available to the Unit Owners. The Board of Directors shall, (from time to time,) post in a conspicuous place on the Condominium property, a copy of the Rules and Regulations that are adopted (from time to time) by the Board of Directors.

Section 2. As to Condominium Units. The Board of Directors may, (from time to time,) adopt or amend previously adopted Rules and Regulations governing and restricting the use and maintenance of the Condominium Units; provided however, that copies of such Rules and Regulations are furnished to each Unit Owner prior to the time the same becomes effective; and where applicable or desirable, copies thereof shall be posted in a conspicuous place on the Condominium property.

Section 3. Specific Rules and Regulations. *This section has been rescinded and reissued as separate Rules and Regulations.*

Section 4. Conflict. In the event of any conflict between the Rules and Regulations that are contained herein, or from time to time that are amended or adopted, and the Master Warranty Deed or the Horizontal Property Act, the latter shall prevail. Where they are required by the Tennessee Horizontal Property Act, any Amendments to the Rules and Regulations herein shall be recorded in the Register's Office of Cumberland County, Tennessee, in the manner that is required by the Tennessee Horizontal Property Act.

ARTICLE XVIII – PARK MANAGER

Section 1. Designation. The Board of Directors shall have the power to hire a person to act as Park Manager for the Condominium and such a Park Manager shall be responsible for the proper use, maintenance, and operation of all of the common use property and facilities, and any of the common use services that may be provided, and as such

shall be entrusted with the custody of said property and facilities and may impose reasonable restrictions upon its use.

Section 2. Powers of the Park Manager. The Park Manager shall have powers as granted by the Board of Directors.

Section 3. Compensation. As compensation for rendering the aforesaid services, the Park Manager shall be paid a fee as set by the Board of Directors.

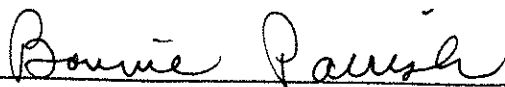
ARTICLE XIX – TENNESSEE HORIZONTAL PROPERTY ACT

The provisions of the Tennessee Horizontal Property Act and the Regulations governing the construction, operations, and maintenance of organized camps in Tennessee, are incorporated herein by reference hereto, and shall be applicable to the use and operation of all of the property and facilities in the Condominium, except insofar as any provision of the said Act or Regulation shall be inconsistent with the Master Warranty Deed or these Bylaws.

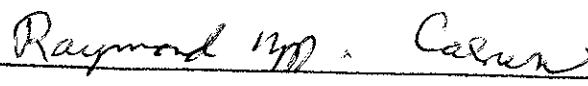
ARTICLE XX – MISCELLANEOUS PROVISIONS

These Bylaws shall be considered as Covenants running with the land and shall bind the purchasers of all of the lots that are shown on the Subdivision plat or plats hereinbefore referred to recorded or to be recorded, their Heirs, Executors, Administrators, Successors, and Assignees; and if any of them shall violate or attempt to violate any of the provisions herein contained, it shall be lawful for any persons owning any such lot in the Subdivision in which the said lot is situated to prosecute any proceeding at law or in equity against the person or persons violating or attempting to violate any such covenant or restriction and either to prevent him/her or them from so doing or to recover damages for such violations including costs of the suit and a reasonable attorney fee. Any invalidation of any of these bylaws shall in no way affect any other provisions thereof which thereafter shall remain in full force and effect.

Approved and declared as the Bylaws of the Condominium, HOLIDAY OUT IN AMERICA AT TANSI CAMPSITE SUBDIVISION NO.1, and as the Bylaws of the Corporation, HOLIDAY OUT IN AMERICA AT TANSI CAMPSIT SUBDIVISION NO.1 PROPERTY OWNERS ASSOCIATION, by the Unit Owners representing more than two-thirds (2/3) of the total lots in the Subdivision at a meeting of the Unit Owners, which was held on Saturday, August 19th, 2017.



BONNIE PARRISH



RAYMOND M. CALNEN

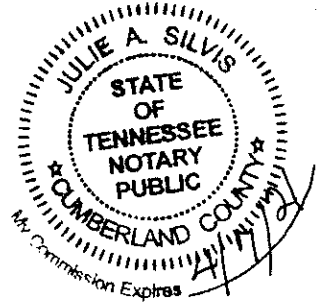
State of Tennessee)
County of Cumberland)

Before me, the undersigned authority, a Notary Public in and for said State and County, personally appeared Bonnie Parrish, with whom I am personally acquainted, (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself to be Bonnie Parrish of Holiday out R.V. Park a corporation, and that he as such officer, being authorized so to do executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by himself as such officer.

WITNESS my hand and seal of office on this 10th day of October, 2017.

Julie A. Silvis
NOTARY PUBLIC

My commission expires: 4/7/2021



State of Tennessee)
)
County of Cumberland)

Before me, the undersigned authority, a Notary Public in and for said State and County, personally appeared

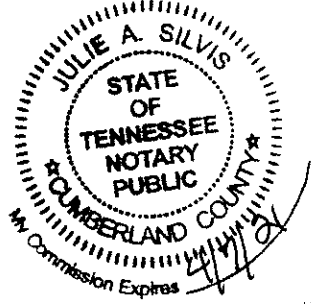
Raymond M. Calver, with whom

I am personally acquainted, (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself to be Raymond M. Calver of Holiday Out R.V. Parks, a corporation, and that he as such officer, being authorized so to do executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by himself as such officer.

WITNESS my hand and seal of office on this 10th day of October, 2017.

Julie A. Silvis
NOTARY PUBLIC

My commission expires: 4/7/2021



BK/PG: 1511/2098-2110

17012051

13 PGS:AL-RESTRICTIONS	
BATCH: 114821	
10/13/2017 - 08:59 AM	
VALUE	0.00
MORTGAGE TAX	0.00
TRANSFER TAX	0.00
RECORDING FEE	65.00
DP FEE	2.00
REGISTER'S FEE	0.00
TOTAL AMOUNT	67.00

STATE OF TENNESSEE, CUMBERLAND COUNTY
JUDY GRAHAM SWALLOWS
REGISTER OF DEEDS