

By-Laws of Fox Creek Farms Rev A

2004 Original Instrument Prepared by: J. Michael Garner, Attorney at Law

P. O. Box 5059, Maryville, TN 37802-5059

2016 Rev A Prepared by: Fox Creek Farms, Inc. PO Box 693, Louisville, TN 37777

changes approved by majority members. Changes includes ballot items; 1-27, 33-35

BY-LAWS OF FOX CREEK FARMS OWNERS ASSOCIATION, INC.

WHEREAS, the undersigned as lot owners, deem it desirable to establish an owners association to particularly have power and authority over the maintenance and upkeep of the private roads in Fox Creek Farms Subdivision Units I, II, III and IV; and

WHEREAS, the undersigned are desirous of granting unto said association, a Tennessee corporation, authority to maintain and upkeep (including resurfacing) said roads as originally provided under Declaration of Restrictions of Fox Creek Farms Subdivision (Units I, II, and III) of record in Misc. Record Book 97, page 422 at the Register's Office for Blount County, Tennessee and Declaration of Restrictions of Fox Creek Farms Subdivision (Unit IV) of record in Misc. Record Book 168, page 274 at said Register's Office; and

WHEREAS, the undersigned, as lot owners have amended said Declarations of Restrictions, hereinabove referred to, by Amendment to the Declaration of Restrictions to Fox Creek Farms Subdivision, which is of record in Record Book 2028 page 2073 at the Register's Office for Blount County, Tennessee; and

WHEREAS, the undersigned have enacted and adopted a Declaration of Character of the Development as to Fox Creek Farms Subdivision Units I, II, III and IV which contains certain terms, conditions and rules which relate to the Association, hereinafter referred to, to which these By-laws are subject; and

NOW THEREFORE, the undersigned do hereby adopt the following by-laws of Fox Creek Farms Owners Association, Inc., hereinafter provided as follows:

ARTICLE I

The name of the corporation is Fox Creek Farms Owners Association, Inc., hereinafter referred to as "Association". The principal office of the corporation (association) shall be located at _____. Meetings of the members and officers shall be held at such places within the State of Tennessee, County of Blount, as may be designated by the Board of Officers.

ARTICLE II SCOPE OF AUTHORITY

Section 1: The scope of authority of Fox Creek Farms Owners Association shall be for the purpose of establishing common rules for governing the collective efforts of Fox Creek

Phyllis Lee Crisp, Register
Blount County Tennessee
Rec #: 504283
Rec'd: 210.00 Instrument #: 782449
State: 0.00
Clerk: 0.00 Recorded
Other: 2.00 11/28/2016 at 10:21 AM
Total: 212.00 in
Record Book 2468 Pgs 322-360

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Farms Subdivision in maintaining and improving (including resurfacing by paving) existing private roads in the subdivision and therefore to establish a owners association to carry out that function. This association is similar in scope to other owners associations in subdivisions; however, the same is limited in its operation to maintenance and upkeep and improvement by resurfacing (including paving) of the private roads located therein, unless authorized by the majority voting requirements of the Declaration of Character of Development of Fox Creek Farms Unit I, II, III and IV of record in Record Book 2028, page 2090 at the Register's Office for Blount County, Tennessee.

Section 2: Except for issues in regard to and related to enforcement of existing property restrictions of the subdivision, which the Association may enforce, as to existing an existing deed restrictions and those as provided in the original restrictive covenants of Fox Creek Farms Subdivision as shown in Misc. Record Book 97, page 422 and Misc. Record Book 168, page 274 and Amendment to Declarations of Restrictions of Fox Creek Farms Subdivision Units I, II, III and IV of record in Record Book 2028, page 2073 at the Register's Office for Blount County, Tennessee, the power of the Association is limited to private road maintenance issues, including maintenance, upkeep and resurfacing of the private roads located in Fox Creek Farm Subdivision including collection of maintenance fees. Improvements in the private roads which would be a change of character of the road as set forth under Article I (c) of the Declaration of Character Document and other proposed amendments or changes to prior Declarations of Restrictions, not related to maintenance, upkeep and resurfacing of the private roads, shall be issues which shall be considered under the Character of the Development Document which requires "Super Majority" vote thereunder in order for passage of any action or measure to be approved. To change the character of the road, (not including surfacing of asphalt over existing road location, patching, skimming, or inadequate drainage ditch improvements,) either substantially or in its entirety is expressly prohibited and would need approval under the Super Majority rules as contained in the Character of the Development Document, which is of record in Record Book 2028 page 2090 at the Register's Office for Blount County, Tennessee, the terms of which are incorporated by reference herein.

Section 3: When a statement in this document refers to terms, conditions, provisions and/or rules said statement refers to all such terms, conditions, provisions and rules under this document. However, should a conflict arise between the terms, conditions, provisions and/or rules contained in the Character of the Development Document, hereinabove referred to, then and in such event, any more restrictive rules under the Character of the Development document shall apply and control in interpretation.

**ARTICLE III
DEFINITIONS**

Section 1: "ASSOCIATION" shall mean and refer to Fox Creek Farms Owners Association, Inc., its successors and assigns.

Section 2: "PROPERTIES" shall refer to certain real property described in the original Declaration of Restrictions as to Fox Creek Farms Subdivision Units I, II, III and IV of record in Misc. Record Book 97, page 422 and Misc. Record Book 168, page 274 at the Register's Office for Blount County, Tennessee, and those referred to in the amendment of said Restrictions of Fox Creek Farms Subdivisions of record in Record Book 2028, page 2073 and as referred to in Declaration of Character of Development of Fox Creek Farms Subdivision of record in Record Book 2028 page 2090 all at the Register's Office for Blount County, Tennessee.

Section 3: "LOT" shall mean and refer to any plot of land shown upon any recorded subdivision map of the properties.

Section 4: "OWNER" shall mean and refer to record owners, whether one or more person or entities of the fee simple title for any lot for which is a part of the properties, including contract sellers, but excluding those having such interest as security for the performance of an obligation.

Section 5: "DECLARATION" shall mean and refer to the Declaration of Restrictions previously of record applicable to properties recorded in the Register's Office for Blount County, Tennessee and as amended in Amendment to the Declaration of the Restrictions of Fox Creek Farms Subdivision of record in the Register's Office for Blount County, Tennessee.

Section 6: Declaration of Character of Development Document shall mean and refer to the Declaration of Character of Development of Fox Creek Farms Units I, II, III and IV of record in Record Book 2028, page 2090 at the Register's Office for Blount County, Tennessee.

Section 7: "MEMBER" shall mean those lot owners entitled to membership in the association as provided herein.

Section 8: "MAINTENANCE" shall mean surfacing of asphalt over existing road location, patching, skimming, inadequate drainage ditch improvements, and conducting a survey no greater than \$1,000 to identify the cause of problematic road failure.

Section 9: "CHANGE OF/THE CHARACTER OF THE ROAD" shall mean change in the road width, grade, and/or location.

ARTICLE IV

Section 1: **MEETINGS OF MEMBERS.**

The first annual meeting of the members shall be held within one year from the date of incorporation of the association, and such subsequent regular annual meeting of the members shall be held at the hour of 7:00 p.m during the month of March or April. If the day for the annual meeting of the members is a legal holiday, the meeting will be held at the same hour on the first day following which is not a legal holiday.

Section 2: **SPECIAL MEETINGS.**

Special meetings of the members may be called at any time by the Chairman/President or by the Officers, or upon the written request of the members who are entitled to vote $\frac{1}{4}$ of all the votes of the association. However, any member of the association may petition the Chairman/President of the Association for a Special Meeting. It is within the Chairman/President's authority to decline the petition, unless the Chairman/President's decision is overridden by a $\frac{3}{4}$ majority of the lot owners, which in such event, the Special Meeting shall be scheduled under the requirements of Section 3, Notice of Meetings under this Article of these By-Laws.

Section 3: **NOTICE OF MEETINGS.**

Written or electronic notice of each meeting of the members shall be given by or at the direction of the Secretary or person authorized to call the meeting, by delivered at least 30 days but not more than 60 days before such meeting to each member entitled to vote at said meeting either by written notice of said meeting, electronic delivery such as via email or by mail addressed to the member's address last appearing on the books of the Association or supplied by such member to the association for the purpose of notice. Such notice shall specify the place, day and hour of the meeting and, in the case of the Special Meeting the purpose of the meeting.

Section 4: **QUORUM.**

A Quorum shall be constituted by:

(a) The presence at a meeting of members entitled to cast or of proxies or absentee votes entitled to cast, 18 members of the vote represented by lot owners being present in person or by proxy or absentee vote

(b) Should a quorum not be present for any item on the agenda then that item shall not be presented.

(i) The Chairman/President will then decide and announce to renew the item(s) on the agenda for the next meeting or call a special meeting.

(ii) A member presenting an item on the agenda may request the Chairman/President to renew it for presentation on the next annual meeting or call a special meeting. If however, the Chairman/President declines to call a special meeting the member(s) only satisfaction shall be to circulate a petition and obtain a quorum of 25% to call a special meeting in which case the Chairman/President is obligated to do such.

(c) Furthermore quorum requires a simple majority of the officers to be present unless the vote calls for matters requiring the Super Majority Rule under the Declaration of Character of Development and in such event all officers shall be present.

Section 5: PROXIES OR ABSENTEE VOTES.

At all meetings of members, each member may vote in person or by proxy or absentee vote. All proxies and absentee votes shall be in written form and filed with the secretary. The particular requirements for proxy or absentee voting are set forth particularly in the Character of the Development Document in Section VI (e), the terms of which are incorporated by reference herein. Each proxy or absentee vote shall be revocable in writing signed by the member and shall automatically cease upon conveyance of the respective member's lot in the subdivision.

**ARTICLE V
MEETING AGENDA REQUIREMENTS**

(a) To facilitate absentee or proxy voting all meetings shall have a written form of the meetings agenda presented to each lot owner or co owner within the required minimum 30 day notice of the agenda.

(b) An agenda item is defined as but not limited to any Association business, issues, considerations or topics proposed for discussion. Only items of new business that a member may wish to present in a last minute fashion would be exempt, and therefore under the rules cannot be voted upon unless a quorum is physically present at the time of presentation.

(c) To facilitate the ability of absentee members to understand an agenda item and therefore submit a valid absentee ballot an agenda item shall include as a minimum a brief outline in paragraph form describing its type - an amendment or change to the Deed Restrictions and Covenants or a Road Owner's Association rule, sub type - the Section under the rules which it will fall, a purpose, actual and potential costs or savings, and motivation for the proposal when applicable. Additionally the form of this written agenda shall have a line under each item's Section for a signature and written indication of Yes or No to facilitate it as an absentee ballot.

ARTICLE VI MEETING REQUIREMENTS

(a) All meetings will have a 30-day prior notice given either by a written signed notice circulated, by mail, or by electronic delivery such as email.

(b) An annual meeting shall be set with a secondary date should inclement weather prevent members attending the first. The Chairman/President shall decide if this weather clause shall be applied.

(c) Special meetings can be of the conventional type or solely by absentee vote.

(i) Special meetings by absentee early voting can be called immediately and should generally be applied for special elections, but the outcome cannot be determined until the 30 day rule expires or all members vote whichever is shorter. All absentee voting rules shall apply.

(d) Secret meetings by the officers shall not be allowed. Incidental or consequential discussion of matters in regard to conducting the Association's business under the rules or a need for a new rule does not define a secret meeting. This provision not allowing secret meetings does not prohibit action taken without a meeting by the Officers as long as proper minutes of said action are taken by the Secretary.

ARTICLE VII MEETING OF OFFICERS

Section 1: REGULAR MEETINGS.

Regular meetings of the Officers shall not be established by these guidelines, however, the Officers may establish the regular monthly or quarterly meeting as the same may be fixed by resolution of the Officers. Should said regular meeting to be established fall on a legal holiday, then that meeting shall be held at the same time on the next day which is not a legal holiday.

Section 2: SPECIAL MEETINGS.

Special meetings of the Officers shall be held when called by President/Chairman/President of the association or by any two Officers after not less than three days notice to each Officer.

Section 3: QUORUM

A majority of the number of Officers shall constitute a quorum for the transaction of business. Every act or decision done or made by a majority of the Officers present at a duly held meeting at which a quorum is present shall be regarded as the act of the Officers.

ARTICLE VIII POWERS OF DUTIES OF THE OFFICERS

Section 1: POWERS

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The Officers shall have power to:

(a) Exercise for the association all powers, duties and authority vested in or delegated to the association and not reserved to the membership or lot owners, by other provisions of these By-laws, the Character of the Development Document hereinabove referred to, and the Declarations of Restrictions previously of record as to Fox Creek Farms Subdivision in Misc. Record Book 97, page 422 and Misc. Record Book 168, page 274 as amended by Amendment to Declarations of Restrictions for Fox Creek Farms Subdivision of record in Record Book 2028, page 2073 at the Register's Office for Blount County, Tennessee, the terms of said instruments and documents being incorporated by reference herein.

(b) Declare the office of the member of the Officers to be vacant in the event such member shall be absent from three consecutive meetings (regular or special) of Officers.

Section 2: **DUTIES.**

It shall be the duty of the Officers to:

(a) Cause to be kept a complete record of all its acts and corporate affairs and to present a statement thereof to the members at the annual meeting of the members, or at any Special Meeting in which such statement is requested in writing by $\frac{1}{4}$ of the members of the association;

(b) Supervise all officers of the association to see that their duties are properly performed;

(c) Subject to the provisions of the Declaration of Restrictions, as amended, to:

1. Fix the amount of the annual assessment against each lot at least 30 days in advance of each annual assessment; and

2. Send written notice of each assessment to every owner subject thereto by January 31 of each calendar year (which shall be based upon the fiscal year of January 1 at 12:01 A.M. through December 31, 11:59 P.M.); and

3. Foreclose the lien against any property for which assessments are overdue according to the terms and conditions of enforcement as set forth under Article XIV (entitled Assessments, Fees and Enforcements) as hereinafter provided, and/or to bring an action in law or equity against the lot owner obligated to pay the same;

4. Issue or cause an appropriate officer to issue, upon demand by any person, a certificate setting forth whether or not any assessment has been paid. A reasonable charge may be made by the Board for the issuance of these certificates. If any certificate states that an assessment has been paid, such certificate shall be conclusive evidence of such payment;

5. Procure and maintain adequate liability and hazard insurance on the property owned, maintained or improved by the association;

6. Cause all officers having fiscal responsibilities to be bonded, if deemed appropriate;
7. Cause the area of all private roads in the subdivision to be maintained;
8. Manage the affairs of the association.

**ARTICLE IX
OFFICERS AND THEIR DUTIES, ELIGIBILITY AND ELECTION**

Section 1: ENUMERATION OF OFFICES.

The officers shall be a Chairman/President, Vice-Chairman/Vice-President, and Secretary, and a Treasurer, and such other officers as the Board, may from time to time by resolution create, subject however to any new office being created, the same be approved by a simple (51%) majority vote of the members of the Association.

Section 2: ELIGIBILITY REQUIREMENTS FOR ALL OFFICERS.

(a) Must be a current a member.

(i) Both an owner and co owner of the same lot or lots cannot hold office during the same period.

(b) Shall be ineligible if property is currently for sale.

(c) Fox Creek Farms must be the primary address of residence.

(d) Cannot have been convicted of a crime or misdemeanor.

(e) An officers duties and powers shall end immediately upon failing an eligibility test.

(f) In the case of death, resignation or removal of an officer, his or her successor shall be selected by the eligible members of the Officers and shall serve for the unexpired term of his predecessor.

Section 3: TERM AND LIMITS

(a) A term in office is for up to four consecutive fiscal years.

(b) A regular term begins at the start of the fiscal year.

(c) To help maintain some continuity in management each officer's position may be up for re election on a different year than all others.

(d) A term for an officer elected under the rules governing a special election shall begin upon certification of the vote and shall be the remainder of the term of the office.

(e) Each officer may not hold office for more than one consecutive term in office.

(i) The exception being that if a member has been elected to fill the remainder of a vacant office he may elect to run for an additional consecutive full term.

Section 4: ELECTION OF OFFICERS.

(a) A nominee shall become elected by a simple majority of the vote (51%).

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(b) Members may make themselves available as nominees after reading, understanding and meeting all requirements, duties and responsibilities and eligibility as defined under the rules. Application is made to the Secretary whose duty is to maintain a list of members open for nomination.

(c) A member wishing to be elected for office must submit within the minimum time required under the rules a brief, no more than one page statement that describes His/Her name, Lot #, occupation and any aspect of why they want to be elected. This statement shall be included on the required written meeting's agenda and shall facilitate absentee voting.

(d) A member wishing to be elected for office must attend the meeting in which the election for office will occur and shall be presented to the attending members for questions and answers.

(e) A recall shall occur when a 75% majority petition is presented to any officer requesting such. The Chairman/President in response shall call a special election meeting.

(f) Election will be by roll call voice vote.

(i) The Secretary shall read any applicable absentee votes aloud.

(ii) The Chairman/President shall then certify the vote under the rules.

(iii) Any missing member votes shall be allowed to be captured by electronic methods to include email ballots(s).

Section 5: **DUTIES OF THE OFFICERS.**

The duties of the officers are as follows:

Officer/Chairman/President

(a) Shall be present and preside over all meetings according to the rules.

(b) It shall be the sole duty of the Chairman/President to determine and certify a vote under the rules. The decision shall be final.

(c) Shall remain neutral in all decisions as the Chairman/President. However, at the time of vote, his vote shall be his own.

(d) To establish committees as required and or to conduct fact finding for the purposes of presentation of an agenda item at a meeting.

(e) Subject to the provisions of the Declaration of Restrictions, as amended, to:

(i) Fix the amount of the annual assessment against each lot at least 30 days in advance of each annual assessment.

(ii) Send written notice of each assessment to every owner subject thereto by January 31 of each calendar year (which shall be based upon the fiscal year of January 1 at

12:01 A.M. through December 31, 11:59 P.M.); This may be supported by email at the member(s) request as set forth under Article XVI (entitled Assessments, Fees and Enforcements) as hereinafter provided, and/or to bring an action in law or equity against the lot owner obligated to pay the same.

(iii) Issue or cause a Treasurer officer to issue, upon demand by any person, a certificate setting forth whether or not any assessment has been paid. A reasonable charge may be made by the Board for the issuance of these certificates. If any certificate states that an assessment has been paid, such certificate shall be conclusive evidence of such payment.

(iv) Procure and maintain adequate liability and hazard insurance on the property owned, maintained or improved by the association.

(v) Cause all officers having fiscal responsibilities to be bonded, if deemed appropriate.

(f) Cause the area of the roads in the subdivision to be maintained;

(i) Create a team to mark the roads for maintenance.

(ii) Work with contractors to obtain bid(s) maintenance and keep all members informed of bids either by meeting or email distribution.

(ii) Insure cable companies have been contacted to identify where cables are buried before any digging work begins.

(g) Work with Real-estate Agents (owner and buyer) when a property is listed by providing Lot Owner maintenance fee status and by supplying the agents association documentation for Rules, Declaration, and Restrictions.

(h) Work with Title companies to capture new owner information especially for undeveloped lot(s).

Vice-President

(a) Vice-President shall act in the place and stead of the President in the event of his absence, inability or refusal to act, and shall exercise and discharge such other duties as may be required of him by the Officers and membership of the Association.

(b) Vice President shall assist the President when required.

Treasurer

(a) Send written notice of each assessment to every owner subject thereto by January 31 of each calendar year (which shall be based upon the fiscal year of January 1 at 12:01 A.M. through December 31, 11:59 P.M.). This shall be supported by email at the member(s) request.

(b) Send out late payment notice after June 30th no later than 30 days from the end of June.

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(c) At each Annual Meeting provide a previous Year End Financial Statement and a Beginning New Year Financial Statement. Provide along with corresponding bank statements to validate the fund balance in accordance with the financial statements.

(d) Shall maintain accurate and complete records sufficient for an accounting of the Association funds.

(e) Shall provide an immediate and full accounting should the Treasurer resign or be removed from office for any reason.

(f) Shall insure that the Secretary is provided duplicate documents of all the Association business in a timely fashion.

(g) Shall review and estimate annual maintenance costs with the goal of setting aside the planned long-term funds in higher yield FDIC insured accounts.

(i) Members hereby agree to hold harmless the Treasurer should the need occur to remove funds from long-term investment and any losses that may result.

(h) The Treasurer shall insure that each disbursement amount shall have a specific and identifiable cause. e.g. Paving costs for contract with Weston Paving Co., pothole repair on Fox Creek Road at lot #10, mailing costs for 2005 meeting, copy costs for 2005 meeting agenda, replacement check blank costs, etc. A miscellaneous definition shall never be used.

(i) An annual accounting shall be provided no later than 30 days after the fiscal year ends or the Treasurer leaves office whichever is sooner.

(i) Should this become an apparent impossibility the Secretary shall fulfill the accounting obligation. Should the Secretary be unable to fulfill the obligation then it falls to the Chairman/President.

(ii) The accounting shall be in the form of:

Income; with each item specified e.g. each lot identified and amount paid, interest income, other income with a specific description of such.

Expenses; with each item having a category as defined by historical precedent in previous accountings and added as the Treasurer sees fit. e.g. potholes repair, meeting notification mailing, copying, signage, etc.,

Balance of the Road fund as calculated by income minus expenses, with sub categories of operating funds and long-term funds.

Outstanding income or expense; shall include any fees or assessments that are overdue by a member. Sub categories of individual lots and amounts due shall be shown and any categories for additional outstanding income or expense.

(j) The Treasurer shall be responsible for drafting all disbursement checks.

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(i) For checks in the amounts up to \$100 shall require only one Officer's signature. For checks in the amount of \$101 up to \$500 the Treasurer's and one other officer's signature shall be required

(ii) For checks in the amounts above \$500 all three officer's signatures shall be required.

(iii) Each signing officer shall be responsible for reviewing the form of the check and insuring its correct amount and categorization under the rules.

(iv) Incidental Association expenses in any amount up to \$500 per event not to exceed \$1000 total in any calendar year, will not require a vote but will require a majority of Officers signatures on the disbursement check.

Secretary

(a) Shall maintain duplicate records of all association business.

(b) Shall maintain the list of members applying for office.

(c) Shall maintain the rules of the Association and update it as amendments are passed.

(d) Shall take minutes of the meetings to be read at the beginning of each following meeting.

(i) Special meetings are exempt from this requirement.

(e) Is the primary officer responsible for providing requested association documents to members.

(f) Shall maintain a paper archive of all Association voting and business for 7 years or whatever is longer as required by law.

Section 6: COMPENSATION.

No Officer shall receive compensation for any service he may render to the association in his capacity as Officer; however, any Officer may be reimbursed for his actual expenses incurred in the performance of his duties.

Section 7: ACTION TAKEN WITHOUT A MEETING.

The Officers shall have the right to take any action in the absence of the meeting which they could take at a meeting by obtaining the written approval of all the Officers consistent with applicable law. Any action so approved shall have the same effect as though taken at a meeting of the Officers.

Section 8: REMOVAL.

Any Officer may be removed with or without cause, by a 75% ($\frac{3}{4}$) majority vote of the members of the association at an annual or special meeting of the membership. In the case of

death, resignation or removal of an Officer, his or her successor shall be selected by the remaining members of Officers and shall serve for the unexpired term of his predecessor.

ARTICLE X COMMITTEES

The Association may appoint a Nominating Committee to render nominations for election of Officers to the Association subject to the provisions of Article IX Section 4 of these By-Laws. In addition, the Officers may appoint other committees as deemed appropriate in carrying out its purpose.

ARTICLE XI BOOKS AND RECORDS

(a) All records of the Association are to be private, but open to all members of the Association. Any or all records shall be made available for inspection or review at the request of any member. Any member can request copies to be made available at their expense. This expense shall not exceed reasonable and actual costs of making the copies. No officer can claim compensation for incidental or consequential cost.

(b) The Secretary shall make a diligent effort in making any requested record available as soon as possible. However, in no case shall it take longer than 30 days or later than the next meeting on the calendar, whichever is sooner.

(c) Original documents are the property of the Association and except where required by law shall not be released to any party.

ARTICLE XII ROAD USE RESTRICTIONS AND NOTIFICATION REQUIREMENTS

(a) Members agree to advise all our guests, visitors, contractors or subcontractors of and to ourselves abide by all road signage governing traffic control and load limits as posted by the Association and agreed to under the rules of the Owner's Association.

(i) Under this clause under no circumstances shall it be construed that liability for any guest, visitor, contractor, subcontractor, or any person or persons who may enter or trespass on our private property can be transferred or imputed to a member, any other person, or entity.

(b) The road as currently designed has a load bearing capacity of only 65,000 lbs. Therefore weight restrictions are as follows (i) concrete trucks to no more than 7 yards, (ii) tandem or tri-axle trucks to no more than 18 tons of tare weight (iii) single axle trucks to no more than 10 tons of tare weight.

(c) Members agree to restrict all steel track equipment from operating on the roads surface. e.g. Bulldozers etc.

(d) Members agree to include these restrictions under this Article XI (a) (b) and (c) in all contracts and with contractors or subcontractors. Violators shall be held responsible for any damages. These restrictions must be included in writing in all such contracts.

ARTICLE XIII DRAINAGE IMPROVEMENT REQUIREMENTS

(a) The current road shall be designed with adequate drainage for all lot's existing improvements, grading and vegetation.

(b) Where this drainage is insufficient for purposes of adequate drainage for our road the Association shall make repairs or improvements as necessary.

(i) Improvements for the purposes of defining drainage include but are not limited to changing any aspect to a lot's ability to absorb or divert a normal or unusual amount of precipitation.

(c) Where a member makes improvements, grading or changes the vegetation sufficiently such that the provided drainage is insufficient to prevent road damage the lot owners shall bear the costs in improving the drainage.

(d) Where this insufficient drainage has been neglected by a lot's owner(s) due to such changes the Association may elect to improve the drainage. The individual lot owners shall then be assessed and held responsible for the costs.

(e) Any lot that has or makes improvements in any area that were designated as drainage easements at their time of purchase shall have no cause for damages under these rules.

ARTICLE XIV ASSESSMENTS, FEES AND ENFORCEMENTS

Section 1: Effective as of January 1, 2005 each participating member, by virtue of being a lot owner in Fox Creek Farms Subdivision, is obligated to pay to the association annual road maintenance fee of \$150.00 beginning the 1st day of January, 2005. The fee schedule will then be adjusted and subject the provisions as follows:

(a) For participating members the annual fee shall increase up to \$200.00 in 2007, up to \$250.00 in 2008 and up to \$300.00 in 2010 at which date all members are subject to all assessment and fee provisions of the Association under these By-Laws.

(b) No longer than every two years and beginning no later than 2007 the Officers shall inspect the road and assess its current condition. The initial base coat surface has a planned life of **no more** than 10 years before a finish coat of asphalt is required. The Officers shall determine current maintenance costs to date, planned immediate maintenance costs and call

for quotes in regard to finished surface paving costs. This item shall be presented by the Officers on the agenda at each annual meeting.

(c) Each and every year beginning in 2011 and based on the maintenance cost history, planned maintenance costs, established resurfacing costs and the current condition of the road's surface an adjustment shall be made to increase or decrease the annual fees to meet this forecast budgetary need.

(d) A vote of 75% ($\frac{3}{4}$) majority of members shall be required to override this cost adjustment, by reduction, modification or otherwise.

Section 2: The Association through the Officers shall be entitled to make special assessments unto the members of the Association in order to pay for the cost of said road improvements. These road improvements are subject to the limitations as to maintenance, upkeep and resurfacing as are set forth in the Declaration of Character of Development document which is of record, being hereinabove referred to, as to any improvements on the road which would change the character of said roads, (other than maintenance, upkeep and resurfacing of the same) and will require approval under the Super Majority requirement of a 90% majority vote as set forth in the Declaration of Character of Development document, hereinabove referred to.

Section 3: The annual fees or assessments and special assessments, together with such interest thereon and cost of collection thereof as may be hereinafter provided shall be a charge on the land and shall be a continuing lien upon the lot against which each assessment is made or fee charged. The lien imposed by this Article shall be inferior to any mortgage properly recorded at the time when the lien is created. Each such assessment or fee, together with such interest thereon and cost of collection thereof as hereinafter provided, shall also be the personal obligation of the person who was the owner of the property at the time when the assessment falls due. Assessments or fees which are not paid by December 31 of the year of assessment of such fees, assessments or special assessments shall be delinquent, and shall be subject to the continuing lien which is upon the property at the time when the assessment is made.

Section 4: The Officers shall send notice to members as to fees and/or assessments as follows:

(i) A bill for fees or assessments due shall be delivered with the annual accounting by January 31 of each calendar year, with full payment due by June 30 of each year.

(ii) An overdue notice shall be delivered on or before 30 days past the June 30 due date.

Section 5: If the fee or assessment is not paid by December 31 of the calendar year of assessment, then the fee or assessment shall be considered delinquent and shall bear interest from the date of delinquency at the rate of 10% per annum.

Enforcement of the lien shall either be by foreclosure of the same and/or by legal action (suit) personally against the lot owner against whom any delinquent fee or assessment is held. Foreclosure shall be permitted to be instituted by the Officers subject to, respective lot owners on which there are overdue fees or assessments in an amount greater than \$2000 are being given notice of the meeting of the members at which disposition of their liens are to be discussed. At said meeting, foreclosure shall proceed only if approved by a 75% majority vote at the meeting in regard to the same. In the event foreclosure action and/or suit for collection is brought to foreclose the lien against the property of or collect any amount due and owing for fees charged or assessments made, then and in such event all interest, cost, reasonable attorney's fees and any other fees or expenses related to such action shall be added to the amount of such assessment. No owner or member of the association may waive or otherwise escape liability for assessments provided for hereunder by any asserted nonuse of the private roads in the subdivision or by any claimed abandonment of the lot.

ARTICLE XV NO CORPORATION SEAL

The Association shall not have a corporate seal.

ARTICLE XVI AMENDMENTS

Section 1: These By-Laws may be amended, at a regular or special meeting of the members after prior notice to all members of the proposed amendment, by a 75% ($\frac{3}{4}$) majority of the votes cast by members present in person or by proxy or absentee vote, subject to the Super Majority vote requirement of the Declaration of the Character of Development Document hereinabove referred to.

Section 2: In the case of any conflict between the Articles of Incorporation and these By-Laws, the Articles shall control; and in the case of any conflict between these By-Laws and the Declaration of the Character of Development document, then and in such event the provisions of the Declaration of the Character of Development shall control.

ARTICLE XVII FISCAL YEAR

The fiscal year of the Association shall begin on the first day of January at 12:01 A.M. and end on the 31st day of December at 11:59 P.M. of every year.

**ICLE XVIII
BALANCED BUDGET**

At no time shall the Association operate in a deficit or through securing funds by loan or other means.

**ARTICLE XIX
MEMBER RESPONSIBILITIES**

- a) a) All lot owners are responsible for notifying the current president within 7 days of listing their property for sale or having a signed contract for the sale of their property if no real estate agent listing was utilized. The lot owner shall supply to the president the real estate agent's name and contact information or the new owner's name and contact information in the case of a direct sale. If the president is unable to be reached within 7 days, the lot owner will notify one of the other officers.
- b) Pay assessments when due. Fees or assessments shall not be delinquent until after December 31 of any calendar year.
- c) Vote in meetings. Early voting by absentee ballot is acceptable when attendance is not possible.
- d) Report road maintenance needs promptly. e.g. potholes or missing or damaged signage, etc.
- e) Observe and obey all road traffic and load limit signage.
- f) Maintain existing or provided drainage on our individual property to prevent road damage.

**ARTICLE XX
MATTERS OF SUPPLEMENTAL ASSESSMENT**

Except for collection of overdue fees or assessments funding any other enforcement shall require an additional annual supplemental assessment over and above the defined road maintenance fee and therefore falls under the super majority voting rule to adopt as set forth in the Declaration of Character of Development Document, hereinabove referred to.

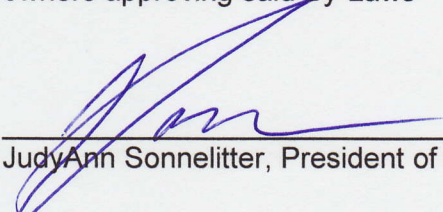
**ARTICLE XXI
INDIVIDUAL ENFORCEMENT**

Every member that may individually enforce a deed restriction, covenant, and can be independently pursued by any member, group of members or by a government agency depending on the violation, by individual cause of action.

---See next page for approval---

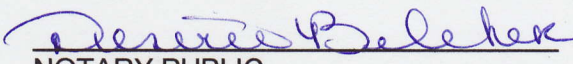
By-Laws of Fox Creek Farms Rev A

I herby certify that the foregoing revised By-Laws of Fox Creek Farms Owners Association, Inc was approved by a majority vote of property owners of said Subdivision, Fox Creek Farms, Inc., by means of ballot items at a meeting duly called for the purpose of considering said By-Laws. I further certify that the attached Exhibit 1 contains true copies of the signature of property owners approving said By-Laws


JudyAnn Sonnelitter, President of Fox Creek Farms, Inc.

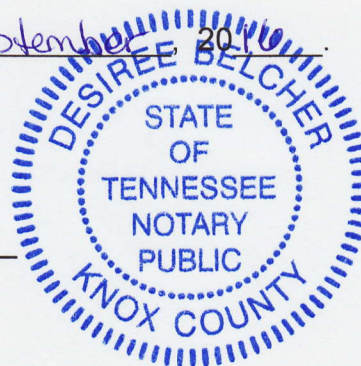
STATE OF TENNESSEE)
COUNT OF BLOUNT)

Sworn to and subscribed before me this 7th day of September, 2016.


NOTARY PUBLIC

My commission expires 8-31-19

STATE OF TENNESSEE
COUNT OF BLOUNT



Personally appeared before me, the undersigned authority, a Notary Public in and for the State and County set forth above JudyAnn Sonnelitter, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged herself to be the President of the Fox Creek Farms, Inc., the within named bargainor, a non-profit corporation organized and existing under the laws of the State of Tennessee, and that she as such Officer, being authorized so to do, executed the foregoing instrument for the purpose therein contained, by signing the name of the corporation by herself as President.

WITNESS MY HAND and official seal at office this 7th day of September, 2016.


NOTARY PUBLIC

My Commission Expires: 8-31-19



---See Exhibit 1 for property owner change approval---