This instrument prepared by:

Meryl N. Keegan Attorney-at-Law

· Sherry Witt

Winchester, Sellers, Foster & Steele, P.C. Register of Deeds 800 S. Gay Street, Suite 1000 Knoxville, TN 37901-2428

Knox County

AMENDED AND RESTATED BY-LAWS RIDGEFIELD TOWNHOMES OWNERS ASSOCIATION, INC.

WHEREAS, by instrument of record in Book 1782, page 600 (Instrument No. 198304080010960) in the Office of the Knox County Register of Deeds, Ridgefield Townhome Owners' Association, Inc. recorded certain By-Laws, to which specific reference is hereby made;

WHEREAS, by instrument of record at Instrument No. 201111280029137 in the Office of the Knox County Register of Deeds, Ridgefield Townhome Owners' Association, Inc., recorded an Amendment of By-Laws, to which specific reference is hereby made; and

WHEREAS, these Amended and Restated By-Laws of Ridgefield Townhome Owners' Association, Inc., as hereinafter set forth, hereby amend and restate said By-Laws and Amendment thereto.

ARTICLE I

NAME AND LOCATION. The name of the corporation is Ridgefield Townhomes Owners Association, Inc., hereinafter referred to as the "Association". The principal office of the corporation shall be designated with the Tennessee Secretary of State's Office, but meetings of members and directors may be held at such places within the State of Tennessee, County of Knox, as may be designated by the Board of Directors.

ARTICLE II

DEFINITIONS

"Association" shall mean and refer to Ridgefield Townhomes Owners Section 1. Association, Inc., its successors and assigns.

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Section 2. "Properties" shall mean and refer to that certain real property described in the Declaration of Covenants, Conditions, and Restrictions at Book 1782, page 582, in the Knox County Register of Deed's Office, and such additions thereto as may be brought within the Jurisdiction of the Association.

Section 3. "Common Area" shall mean all real property owned by the Association for the common use and enjoyment of the Owners.

Section 4. "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of the Properties within the exception of the Common Area.

Section 5. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot which is a part of the Properties, including contract sellers, but excluding those having such Interest merely as security for the performance of any obligation.

Section 6. "Declaration" shall mean and refer to the Declaration of Covenants, Conditions, and Restrictions applicable to the Properties recorded in the Office of Register of Deeds Knox County, Tennessee at Book 1782, page 582.

Section 7. "Member" shall mean and refer to those persons entitled to membership as provided in the Declaration.

ARTICLE III

MEETING OF MEMBERS

Section 1. Annual Meetings. The first annual meeting of the members shall be held within one year from the date of incorporation of the Association, and each subsequent regular annual meeting of the members shall be held on the same day of the same month of each year thereafter, at the hour of 6:00 p.m. or as otherwise set by the Board. If the day for the annual



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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 President or by the Board of Directors, or upon written request of the members who are entitled to vote one-fourth (1/4) of all of the votes of the membership.

Section 3. Notice of Meetings. Written notice of each meeting of the members shall be given by, or at the direction of the officer or director authorized to call the meeting, by mailing a copy of such notice, postage prepaid, at least 15 days but not more than 60 days, before such meeting to each member entitled to vote thereat, 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 a special meeting, the purpose of the meeting.

Section 4. Quorum. The presence at the meeting of members entitled to cast, or of proxies entitled to cast, one-tenth (1/10) of the votes shall constitute a quorum for any action except as otherwise provided in the Articles of Incorporation, the Declaration, or these By-Laws. If, however, such quorum shall not be present or represented at any meeting, the members entitled to vote thereat shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum as aforesaid shall be present or be represented.

Section 5. Proxies. At all meetings of members, each member may vote in person or by proxy. All proxies shall be in writing and filed with the secretary. Every proxy shall be revocable and shall automatically cease upon conveyance by the member of his Lot.



ARTICLE IV

BOARD OF DIRECTORS: SELECTION: TERM OF OFFICE

Section 1. Number. The affairs of this Association shall be managed by an oddnumbered Board to include a minimum of seven (7) and maximum of nine (9) Board Members, who shall each be members of the Association.

Section 2. Term of Office. At the first annual meeting the members shall elect three (3) directors for a term of one year, three directors for a term of two years, and three directors for a term of three years; and at each annual meeting thereafter the members shall elect three directors for a term of three years.

Section 3. Removal. Any director may be removed from the Board, with or without cause, by a majority vote of the members of the Association. In the event of death, resignation, or removal of a director, his successor shall be selected by the remaining members of the Board and shall serve for the unexpired term of his predecessor.

Section 4. Compensation. No director shall receive compensation for any service he may render to the Association. However, any director may be reimbursed for his actual expenses which were approved or authorized and incurred in the performance of his duties provided he produces sufficient receipts to justify his request.

Section 5. Action Taken Without a Meeting. The directors shall have the right to take any action in the absence of a meeting which they could take at a meeting by obtaining the written approval of all the directors. Any action so approved shall have the same effect as though taken at a meeting of the directors.



ARTICLE V

NOMINATION AND ELECTION OF DIRECTORS

Section 1. Nomination. Nomination for election to the Board of Directors shall be made by a Nominating Committee. Nominations may also be made from the floor at the annual meeting. The Nominating Committee shall consist of a Chairman, who shall be a member of the Board of Directors, and two or more members of the Association. The Nominating Committee shall be appointed by the Board of Directors prior to each annual meeting of the members, to serve from the close of such annual meeting until the close of the next annual meeting and such appointment shall be announced at each annual meeting. The Nominating Committee shall make as many nominations for election to the Board of Directors as it shall in its discretion determine, but not less than the number of vacancies that are to be filled. Such nominations may be made from among members or non-members.

Section 2. Election. Election of the Board of Directors shall be by secret written ballot. At such election the members or their proxies may cast, in respect to each vacancy, as many votes as they are entitled to exercise under the provisions of the Declaration. The persons receiving the largest number of votes shall be elected. Cumulative voting is not permitted.

ARTICLE VI

MEETING OF DIRECTORS

Section 1. Regular Meetings. Regular meetings of the Board of Directors shall be held monthly without notice, at such place and hour as may be fixed from time to time by resolution of the Board. Should said meeting fall upon 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 Board of Directors shall be held when called by the President of the Association, or by any two Directors, after not less than three (3) days notice to each Director.

Section 3. Quorum. A majority of the member of Directors shall constitute a quorum for the transaction of business. Every act or decision done or made by a majority of the Directors present at a duly held meeting at which a quorum is present shall be regarded as the act of the Board.

ARTICLE VII

POWERS AND DUTIES OF THE BOARD OF DIRECTORS

Section 1. Powers. The Board of Directors shall have powers to:

- (a) adopt and publish rules and regulations governing the use of the Common
 Area and facilities if any and the personal conduct of the members and their guests thereon, and to establish penalties for the infraction thereof;
- (b) suspend the voting rights and right to use the recreational facilities of a member during any period in which such member shall be in default in the payment of any assessment levied by the Association. Such rights may also be suspended after notice and hearing, for a period not to exceed 60 days for Infraction of published rules and regulations;
- (c) exercise for the Association all powers, duties, and authority vested in or delegated to this Association and not reserved to the membership by other provisions of these By-Laws, the Articles of Incorporation, or the Declaration;
- (d) declare the office of a member of the Board of Directors to be vacant in the event such member shall be absent from three (3) consecutive regular meetings of the Board of Directors; and



(e) employ a manager, or Independent Contractor, or such other employees as they deem necessary, and to prescribe their duties.

Section 2. Duties. It shall be the duty of the Board of Directors to:

- (a) cause to be kept a complete record of all 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 when such statement is requested in writing by one-fourth (1/4) of the members who are entitled to vote;
- (b) supervise all officers, agents, and employees of this Association, and to see that their duties are properly performed;
 - (c) as more fully provided in the Declaration, to:
- fix the amount of the annual assessment against each lot at least thirty
 days in advance of each annual assessment period;
- (2) send written notice of each assessment to every Owner subject thereto at least thirty (30) days in advance of each annual assessment period; and
- (3) foreclose the lien against any property for which assessments are not paid within thirty (30) days after due date or to bring an action at law against the owner personally obligated to pay the same.
- (d) issue, or to 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 a certificate states an assessment has been paid, such certificate shall be conclusive evidence of such payment;
- (e) procure and maintain adequate liability and hazard insurance on property owned by the Association;



 (f) cause all officers or employees having fiscal responsibilities to be bonded, as it may deem appropriate; and

(g) cause all maintenance of the Common Area and exterior of dwellings, as set forth in the Declaration to be performed in a professional, clean, health manner so as to provide and insure the future value of each member's property.

ARTICLE VIII

OFFICERS AND THEIR DUTIES

Section 1. Enumeration of Offices. The officers of this Association shall be a President and Vice-President, who shall at all times be members of the Board of Directors, a Secretary, and a Treasurer, and such other officers as the Board may from time to time by resolution create.

Section 2. Election of Officers. The election of officers shall take place at the first meeting of the Board of Directors following each annual meeting of the members.

Section 3. Term. The officers of this Association shall be elected annually by the Board of Directors and each shall hold office for one (1) year unless he shall sooner resign, or shall be removed, or otherwise disqualified to serve.

Section 4. Special Appointments. The Board may elect such other officers as the affairs of the Association may require, each of whom shall hold office for such period, have such authority, and perform such duties as the Board may, from time to time, determine.

Section 5. Resignation and Removal. Any officer may be removed from office with or without cause by the Board. Any officer may resign at any time giving written notice to the Board, the President, or the Secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.



Section 6. Vacancies. A vacancy in any office may be filled by appointment by the Board. The officer appointed to such vacancy shall serve for the remainder of the term of the officer he replaces.

Section 7. Multiple Offices. The offices of Secretary and Treasurer may be held by the same person. No person shall simultaneously hold more than one of any of the other offices except in the case of special offices created pursuant to Section 4 of this Article.

Section 8. Duties. The duties of the officers are as follows:

President

(a) The President shall preside at all meetings of the Board of Directors; shall see that orders and resolutions of the Board are carried out; shall sign all leases, mortgages, deeds, and other written instruments and shall co-sign all checks and promissory notes, as directed by the Board.

Vice-President

(b) The 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 Board.

Secretary

(c) The Secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board and of the members; serve notice of meetings of the Board and of the members; keep appropriate current records showing the members of the Association together with their addresses, and shall perform such other duties as required by the Board.



Treasurer

(d) The Treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and shall disburse such funds as directed by resolution of the Board of Directors; shall sign all checks and promissory notes of the Association; keep proper books of accounts; and shall prepare an annual budget and a statement of income and expenditures to be presented to the membership at its regular annual meeting, and deliver a copy of each to the members.

ARTICLE IX

COMMITTEES

The Association shall appoint an Architectural Control Committee, as provided in the Declaration, and a Nominating Committee as provided by these By-Laws. In addition, the Board of Directors shall appoint other committees as deemed appropriate in carrying out its purpose.

ARTICLE X

BOOKS AND RECORDS

The books, records, and papers of the Association shall at all times, during reasonable business hours, be subject to inspection by any member. The Declaration, the Articles of Incorporation, and the By-Laws of the Association shall be available for inspection by any member of the principal office of the Association, where copies may be purchased at reasonable cost.

ARTICLE XI

ASSESSMENTS

As more fully provided in the Declaration, each member is obligated to pay the Association annual and special assessments which are secured by a continuing lien upon the



property against which the assessment is made. Any assessments which are not paid when due shall be delinquent. If the assessment is not paid within thirty (30) days after the due date, the assessment shall bear interest from the date of delinquency at the rate of eighteen (18%) percent per annum and the Association may bring an action at law against the Owner personally obligated to pay the same or foreclose the lien against the property, and interest, costs, and reasonable attorney's fees of any such action shall be added to the amount of such assessment. No Owner may waiver or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his Lot. At reasonable times the Board of Directors may adjust the Interest rate charged on any delinquent assessments; however, such interest charge may not at any time exceed the legal rate established for the State of Tennessee.

ARTICLE XII

AMENDMENTS

Section 1. These By-Laws may be amended, at a regular or special meeting of the members, by a vote of a majority of a quorum of members present in person or by proxy, except that the Federal Housing Administration or the Veterans Administration shall have the right to vote amendments while there is Class D membership.

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 the Declaration and these By-Laws, the Declaration shall control.



ARTICLE XIII

RULES AND REGULATIONS

See the attached Appendix A, "Rules and Regulations for Owned Property at Ridgefield Townhomes." These rules and regulations may be amended as provided in Article VII of this document – Powers and Duties of the Board of Directors.

ARTICLE XIV

MISCELLANEOUS

The fiscal year of the Association shall begin on the first day of January and end on the 31st day of December of every year, except that the first fiscal year shall begin on the date of incorporation.

I	N WITNESS	WHER	REOF,	we, being	all of	the o	director	s of t	he Ri	idgefield To	ownhor	mes
Owners	Association,	Inc.	have	hereunto	set	our	hand	this	the		day	of
		_, 201	14.									

Page: 12 OF 24 201408190010629 Ridgefield Townhomes Owners Association, Inc.

By: Judich O Lasselle

Title: Sec. of Lidgefield

STATE OF TENNESSEE

8

COUNTY OF KNOX

Personally appeared before me the undersigned, a duly commissioned Notary Public in and for the County and State aforesaid, with whom I am personally acquainted, and who, being duly sworn, acknowledged that he is a Board Member of Ridgefield Townhomes Owners Association, Inc., and that he executed the within instrument for the purposes therein contained.

Witness my hand at office this 18 day of Notary Public In and that he executed the within instrument for the purposes therein contained.

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*	Ridgeneld Townhomes Owners Association, Inc.
	By: Indy Kgan fr
	Title: Boxes Member
STATE OF TENNESSEE §	
COUNTY OF KNOX §	
am personally acquainted, and who, bein	undersigned, a duly commissioned Notary Public in with whom I and duly sworn, acknowledged that he is a Board as Association, Inc., and that he executed the within ed.
Witness my hand at office this _ R	thay of February, 2014.
My Commission Expires: 1-5-20	July Jackson





Ridgefield Townhomes Owners Association, Inc.

Page: 15 OF 24 201408190010629 Ridgefield Townhomes Owners Association, Inc.

By: Stark Stark Stark Stark Of Tennessee \$

COUNTY OF KNOX \$

Personally appeared before me the undersigned, a duly commissioned Notary Public in and for the County and State aforesaid, <u>S. FRANK COUNTY</u>, with whom I am personally acquainted, and who, being duly sworn, acknowledged that he is a Board Member of Ridgefield Townhomes Owners Association, Inc., and that he executed the within instrument for the purposes therein contained.

Witness my hand at office this Who day of Could Could

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> Page: 17 0F 24 201408190010629

	Ridgefield Townhomes Owners Association, In
	By: Jalin Booklan
	Title: Treasurer
STATE OF TENNESSEE	§ §
COUNTY OF KNOX	§ §
am personally acquainted, and	re me the undersigned, a duly commissioned Notary Public in resaid, <u>Day Ina.</u> <u>Drook Share</u> , with whom who, being duly sworn, acknowledged that he is a Boar es Owners Association, Inc., and that he executed the within contained.
Witness my hand at office	this 18 day of February, 2014.
My Commission Expires: (1)	Notary Public STATE OF TENNESSEE NOTARY PUBLIC

P***: 18 0F 24 201408190010629

Ridgefield Townhomes Owners Association, Inc.

		By: /Xq	Smi
		Title: President	t
ATE OF TENNESSEE	§ §		
DUNTY OF KNOX	§ §		
Personally appeared befored for the County and State aforence personally acquainted, and ember of Ridgefield Townhom strument for the purposes therein	who, being	duly sworn, acknowl	nmissioned Notary Public in with whom I ledged that he is a Board that he executed the within
Witness my hand at office	this 4	day of March	, 2014.
y Commission Expires: Aug.	<u> 23, 2014</u>	Notary Public	TENNESSEE NOTARY PUBLIC PUBLIC

Ridgefield Townhomes Owners Association, Inc.

	By: Joe Abele
	Title: V, P,
TATE OF TENNESSEE	§
OUNTY OF KNOX	§ § §
m personally acquainted and	who, being duly sworn, acknowledged that he is a Board
	ce this 1st day of July , 2014.
My Commission Expires:	2/14 Notary Public
	STATE OF TENNESSEE NOTARY PUBLIC



CERTIFICAT	ION
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I, the undersigned, do hereby certify:
THAT I am the duly elected and acting Secretary of the Ridgefield Townhome Owners Association, Inc., a Tennessee corporation; and
THAT the foregoing Amended and Restated By-Laws shall constitute the Amended and Restated By-Laws of the Ridgefield Townhome Owners Association, Inc., as duly adopted at a meeting of the Board of Directors thereof, held on the
IN WITNESS WHEREOF, I have hereunto subscribed my name, this the
Judit O Saulle Secretary
STATE OF TENNESSEE § COUNTY OF KNOX §
Personally appeared before me the undersigned, a duly commissioned Notary Public in and for the County and State aforesaid, which with the County and State aforesaid, with whom I am personally acquainted, and who, being duly sworn, acknowledged that he is the Secretary of Ridgefield Townhomes Owners Association, Inc., and that he executed the within instrument for the purposes therein contained.
Witness my hand at office this 19 day of December , 2013.
My Commission Expires: 8/29/15 Notary Public Nota





EXHIBIT A

RULES AND REGULATIONS OF RIDGEFIELD TOWNHOME OWNERS ASSOCIATION, INC.,

- Owners shall not obstruct or interfere with the rights of other owners or tenants, or in any way injure or annoy them. Residents shall agree to own or keep no animals except dogs and cats that are kept within the confines of the residence. Other pets must be preapproved in writing by the Board of Directors. However, at no time shall any pet be allowed to remain within the confines of any Ridgefield Townhome if in the opinion of the Board of Directors and due to complaints received by the Board of Directors, it has been determined that this pet prevents the residents of RTOA from having the safe, peaceful and quiet enjoyment of their residence. If such animal should remain, the Bylaws of RTOA do give the Board the right to impose penalties against this member for infraction of rules and regulations.
- All pets should be on a leash and under the control of their owner at all times. Owners
 are required to clean up after their pets, removing any pet waste that may be on
 Ridgefield property. No pet is to be left outside unattended at any time.
- The sidewalks and entry passageways shall not be obstructed by any of the owners or used by them for any purpose other than those of ingress or egress of their respective residence.
- 4. No carpet or rugs shall be beaten, cleaned or shaken out of the windows, nor shall anything be thrown or swept by the owners, their agents or employees, out of the windows, doors or other openings of the building.
- No article shall be suspended outside of the building or placed on the window sills thereof, save with the consent in writing of the Board of Directors.



- Owners, their agents or employees, shall maintain order in the building; shall not make or
 permit any unreasonable or objectionable noise in the building, or interfere in any way
 with other owners or tenants or their peaceful legal visitors.
- The owner shall not erect an exterior radio or TV antenna without the previous written consent of the directors.
- 8. No owner shall do, or permit anything to be done in or on said premises, or bring or keep anything therein or thereon which shall in any way increase the rate of fire insurance on said building, or on property kept therein. Owners shall not conflict with the laws relating to fires, or with the regulations of the Fire Department, or violate any insurance policy upon said building or any part thereof, or conflict with any of the rules and ordinances of the Board of Health or any state or city laws in regard to nuisances.
- 9. No owner shall allow children to play in the entry passageway of buildings other than their own residence; nor may tricycles, bicycles, toy wagons, roller skates or such like items be stored in the entry passageway, sidewalk, parking spaces or the streets of the buildings.
- All unnecessary or undue loud noise is prohibited.
- Window blinds must be white or off-white and Drapes must be lined with white or near white colored material. Blinds or drapes should be in good repair as determined by the architectural review committee.
- 12. Boats, trailers, campers, or any vehicle other than an automobile or small pickup type truck are absolutely prohibited on premises without the previous written approval of the Board. At no time shall a disabled vehicle of any nature be allowed to be parked on the premises nor shall any repair work to any type motor vehicle be allowed to be performed on the premises except in the case of a minor tune-up which can be completed within a 24-hour period.
- 13. It is the responsibility of the owner to insure that bicycles, tricycles, motorcycles, etc. be kept inside or on their patio at all times when not in use.
- 14. Soliciting is prohibited upon the premises, and directors respectfully request that all owners report violations of such to the directors immediately.
- 15. The lawns are being mowed and trimmed regularly by a service obtained by the Board. All other maintenance of the front, side or back garden areas, bushes, shrubs, and flowers is the responsibility of the owners of each unit, including weeding. If individual gardens are not weeded and maintained, the Board will have the service completed and any cost associated will be assessed back to the unit owner.
- 16. All owners are entitled to receive a key to the swimming pool except any owner more than 30 days past due on any assessment, fine, or other expense owing pursuant to these



Bylaws or the Declarations. Pool rules are distributed prior to pool opening. Pool rules must be obeyed at all times.

Trash must be placed inside the dumpster. Our trash service does not pick up trash left outside of the dumpster. If the dumpster is full, residents should hold their trash until there is sufficient room for them to place their trash inside the dumpster. (The current dumpster emptying schedule is Monday, Thursday, and Saturday.)

Rural Metro dues are assessed annually and posted with monthly maintenance fees on owner statements, currently mailed quarterly.

Association fees are used to maintain only the exterior paint, roof shingles, shutters, and gutters of privately owned residences. Fees also are utilized to maintain common yards, streets, trash collection, and pool maintenance.

- Residents are allotted two parking spaces per unit, with one being a space nearest to their front door. A second vehicle may be parked where space permits.
- Rules 1 through 20 here and above listed may be reasonably amended or added to from time to time by the Board of Directors for the mutual benefit of all owners.

