

Filed on 5/14/07

State of Tennessee



Department of State

Corporate Filings
312 Eighth Avenue North
6th Floor, William R. Snodgrass Tower
Nashville, TN 37243

CHARTER
(Nonprofit Corporation)

For Office Use Only

The undersigned acting as incorporator(s) of a nonprofit corporation under the Tennessee Nonprofit Corporation Act adopts the following Articles of Incorporation.

1. The name of the corporation is: Shepherd's Field Property Owner's Association, Inc.

2. Please complete all of the following sentences by checking one of the two boxes in each sentence:

This corporation is a ☐ public benefit corporation / ☒ mutual benefit corporation.

This corporation is ☐ a religious corporation / ☒ not a religious corporation.

This corporation will ☒ have members / ☐ not have members.

3. The name and complete address of the corporation's initial registered agent and office in Tennessee is:

Leonard Diffee 5 Northwind Drive Jackson TN 38305
Name Street Address City State, Zip Code County

4. List the name and complete address of each incorporator:

Leonard Diffee 5 Northwind Drive, Jackson, Tennessee 38305
Name (Include Street Address, City, State, and Zip Code)

Name (Include Street Address, City, State, and Zip Code)

Name (Include Street Address, City, State, and Zip Code)

5. The complete address of the corporation's principal office is:

5 Northwind Drive, Jackson, Tennessee 38305
Street Address City State/Country Zip Code

6. The corporation is not for profit.

7. If the document is not to be effective upon filing by the Secretary of State, the delayed effective date and time are:

Date _____, _____, Time _____ (Not to exceed 90 days.)

8. Insert here the provisions regarding the distribution of assets upon dissolution:

Assets will be distributed to members upon dissolution.

9. Other provisions:

5-09-07
Signature Date

Leonard Diffee
Incorporator's Signature
LEONARD DIFFEE
Incorporator's Name (typed or printed)

ARTICLE VIII
BYLAWS OF SHEPHERD'S FIELD PROPERTY OWNERS ASSOCIATION

1. Homeowners Association: All of the owners of lots in Shepherd's Field Subdivision, as the same may be amended to include any additional Lots or Sections, shall be members of the Association.

The purpose of the Association is to administer on a non-profit basis and through a Board of Directors, to elect the Board of Directors; to amend and supplement from time to time these ByLaws

and the system of Administration; and to do and perform any and all other things, matters or acts required by or permitted by the owners of the laws of the State of Tennessee.

2. Meetings and Voting Rights of Members:

- a.) Eligibility. The owner or owners of a lot, who have become such in compliance with all the requirements and conditions contained in the Declaration of Covenants, Conditions and Restrictions, including these By-Laws and corporate Charter for Shepherd's Field Property Owner's Association, Inc., shall be entitled to attend and vote at all meetings of the Association. The Declarant shall be considered the owner of each lot which is unsold by it.
- b.) Voting Rights. Then owner or owners of a lot shall be entitled to one vote at all meetings of the Association. Where two or more persons own a lot, the vote allocated to that lot shall be cast by one authorized by such two or more owners, and in the event of failure of such authorization, no vote shall be recorded for that lot. Where only one of two or more owners of a lot is present in person at a meeting, such one shall be presumed to be authorized by all owners of said lot and shall be entitled to cast the vote with respect to that lot. Where one person or group of persons owns more than one lot, such person or group shall be entitled to cast one vote for each lot owned.
- c.) Corporation as Owner. In the event a partnership, trustee, corporation or other entity owns a lot or lots, after having complied with all conditions contained in the Declaration, including these By-Laws, the vote of such may be cast by a partner, trustee or officer of the same or by any person authorized in writing by a partner, trustee or officer thereof, to represent the same.
- d.) Proxies. Votes may be cast in person or by proxy. Proxies, to be valid, shall be in writing for the particular meeting designated therein and any adjournments thereof and shall be filed with the secretary of the meeting prior to the meeting.
- e.) Annual Meeting. The annual meeting of the Association shall be held at a time, date and place selected by the Developer, initially and then as selected by the Board., for the purpose of electing a Board of Directors and of transacting any other business authorized to be transacted by the members; provided however that if such day is a legal holiday, then the meeting shall be held at the same hour on the next following day.
- f.) Special Meetings. Special meetings of the Association shall be held whenever called by the President and Secretary of the Board of Directors, by a majority of the

Board of Directors or by written request of one-third (1/3) of the entire members of owners. When a special meeting is so called, the Secretary shall mail or deliver written notice of the meeting to all owners.

g) Notice. Notice shall be given to all owners of meetings stating the time, place and purpose for which the meeting is called. Such notices shall be in writing and shall be mailed or delivered to each member at his address as it appears on the books of the Association, or may be mailed or delivered to his lot not less than ten (10) days nor more than thirty (30) days before the meeting. Proof of such mailing or delivery may be given by the written statement of the Secretary or other person giving the notice. Notice of a meeting may be waived before, at or after the meeting.

h) Quorum. A quorum at any meeting of the Association shall consist of persons entitled to cast at least a majority of the votes of the entire number of lot owners. The affirmative vote of a majority of owners present, being more than fifty percent (50%) of the total number of lots in attendance, is required to adopt any resolution, elect any director, make any decision or take any action; except that these By-Laws and the system of administration may be modified only in the manner hereinafter set forth.

i) Presiding Officer. The President of the Board of Directors shall preside over all Association meetings; and the Secretary of the Board of Directors shall take and keep the Minutes and Minute Books of all Association meetings, wherein adopted resolutions shall be recorded, and shall serve as Secretary at such meetings.

j) Amendments. The Association may, at any duly called, held and convened meetings, modify or amend the system of administration of Shepherd's Field, and these By-Laws for the administration of Shepherd's Field by the affirmative vote of owners representing at least eighty percent (80%) of the total lots in Shepherd's Field. The said system of administration and these By-Laws, however, may be only amended in such manner that all of the provisions required by the code of Tennessee to be within the contents of the By-Laws shall always be embodied in the By-Laws. No such modification or amendment of a system of administration or of these By-Laws shall be operative unless and until it is embodied in a written instrument and is recorded in the Register's Office of Madison County, Tennessee, in the same manner as was the Declaration and these original By-Laws which are a part of the said Declaration.

3. Board of Directors. The administration of Shepherd's Field, its business affairs and of the general common elements herein shall be vested in the Board of Directors, which shall consist of not less than three (3) nor more than seven (7) persons. Except for the initial members of the Board of Directors, each member of the Board of Directors shall be either the owner of a lot or of an interest therein, or, in the event of ownership of a lot by a partnership, trustee, corporation or other entity, a

partner, trustee, officer or other designated representative thereof.

- a) Election of Directors. The Association shall, at its annual meeting, elect the Board of Directors. Each owner or owners of a lot shall be entitled to one vote per lot for each of the Directors to be elected, with cumulative voting not permitted. A majority of those voting shall be necessary for the election of a Director. Each owner or owners of a lot, on each ballot, is required to cast his vote for as many persons as there are Directors to be elected. In the event a sufficient number of persons fails to receive a majority of votes, additional votes will be taken with the name of the person receiving the lowest number of votes being dropped after each ballot, until a sufficient number of Directors is elected.
- b) Vacancies. Vacancies in the Board of Directors may be filled until the date of the next annual meeting by the remaining Directors.
- c) Term. The term of each Director's service shall be until the next annual meeting of the Association and thereafter until his successor is duly elected by the Association and qualified or until he is removed in the manner elsewhere provided.
- d) Organization Meeting. The organization meeting of a newly elected Board of Directors shall be held within three (3) weeks of their election at such place and time as shall be fixed by the Directors at the meeting at which they are elected, and no further notice of the organization meeting shall be necessary, providing a quorum shall be present.
- e) Regular Meetings. Regular meetings of the Board of Directors may be held at such time and place as shall be determined, from time to time, by a majority of the Board. Notice of regular meetings shall be given to each Director, personally or by mail, telephone or telegraph at least five (5) days prior to the day named for such meeting unless notice is waived.
- f) Special Meetings. Special meetings of the Board of Directors may be called by the President and must be called by the Secretary at the written request of a majority of the members of the Board. Not less than five (5) days notice of the meetings shall be given, personally or by mail, telephone or telegraph, which notice shall state the time, place and purpose of the meeting.
- g) Waiver of Notice. Any Director may waive notice of a meeting before, at or after the meeting before, at or after the meetings, and such waiver shall be deemed as equivalent to the giving of notice.

h) Quorum. A quorum at Directors' meetings shall consist of a majority of Directors entitled to cast a majority of the votes of the entire Board. The acts of the Board approved by a majority of votes present at a meeting at which a quorum is present shall constitute the acts of the Board of Directors except as specifically otherwise provided in the Declaration or elsewhere in these By-Laws. If, at any meeting of the Board of Directors, there be less than a quorum present, the majority of those present may adjourn the meeting from time to time until a quorum is present. At an adjourned meeting, any business which might have to be transacted at the original called meeting, may be transacted at the adjourned meeting without further notice.

i) Presiding Officer. The President of the Board of Directors shall preside at all meetings of the Board; the Secretary of the Board shall serve as Secretary of all meetings of the Board. In the absence of either, the Board shall designate one of their number to preside or to serve as Secretary as the case may be.

j) Compensation. No compensation shall be paid to any member of the Board or to any officer for such service as such, unless approved by a majority of owners. Any member of the Board or any officer may be reimbursed for expenses actually incurred by him, upon approval of the Board.

k) Removal. Any member of the Board may be removed and relieved of duty as such by the vote of the owners representing a majority of the total of lots at any regular or special meeting duly called and convened of the Association. The vacancy created by such removal may be filled by the Association at the meeting at which such Director was removed.

4. Officers:

The Board of Directors shall elect, from its members:

a) A President, who shall be the chief administrative officer of the Board; shall execute contracts and agreements in the name and behalf of the Board when directed by the Board; shall preside at all meetings and shall perform such other duties as the chief administrative officer as the Board, may, from time to time, direct;

b) A Vice President, who shall, in the absence or disability of the President, preside at all meetings and perform all duties of the President.

c) A Secretary / Treasurer, who shall keep the Minutes of all meetings and proceedings of the Association, and of the Board of Directors. He shall attend to the giving and

serving of all notice to the owners of meetings and to the Directors at meetings of the Board of Directors. He shall keep all other records of the Association and of the Board. An Assistant Secretary may also be elected to perform the duties of the Secretary when the Secretary is absent and who shall have the custody of all property of the Board, including funds, securities, evidences of indebtedness, books, assessment rolls and accounts of the owners. He shall keep the books in accordance with good accounting practice and shall perform all other duties incident to the office of the Treasurer.

No compensation shall be paid to any Director or Officer for services as such, except upon approval by a majority of the owners. This provision shall not preclude, however, the Board of Directors from employing an officer or administrator as an employee of the Association, such as manager or as bookkeeper, auditor, attorney or the like.

All moneys and funds of the Board of Directors shall be deposited in such bank or banks as may be designated from time to time by the Board of Directors. Withdrawals of moneys from such accounts in banks shall be only by checks or drafts signed by such persons or as are authorized by the Board of Directors. At least two signatures are required for the signature of any check or draft.

Roberts Rule of Order (latest edition) shall govern the conduct of meetings of the Association and of the Board of Directors, subject to any paramount provisions of the statutes of Tennessee and provisions of the Declaration including these By-Laws.

5. Powers of the Board of Directors. In addition to the rights, powers and duties conferred upon the Board of Directors by the Declaration, the laws of Tennessee and by other provisions of these By-Laws and without in otherwise limiting the same, the Board of Directors shall have the following additional and cumulative rights, powers and duties.

- a) To hold title and possession to funds and property, including the maintenance funds and other assessments and include title to any purchased lot or purchased leasehold interest pursuant to the powers herein above conferred as trustee for the use and benefit of the owners of the lots;
- b) To recommend assessments against members to defray costs of the Association, including, without limitation, all costs and expenses of maintaining, repairing, replacing, improving, altering, operating and administering the common elements and the perimeter wall and any service to be provided to the Declaration, and of engaging all necessary services and employees therefore; approval of assessments shall be governed by Article IV and V of the Declaration of Covenants;
- c) To use the proceeds of assessments in the exercise of its powers and duties;

- d) To oversee the maintenance, repair, replacement, operation and administration of the improvements of the common elements and any services to be provided to the individual lots pursuant to the Declaration;
- e) To oversee the reconstruction of improvements after casualty and the further improvement of the property, including buildings and common elements;
- f) To make and amend regulations respecting the use of the property, including the building and common elements;
- g) To enforce by legal means, or otherwise, the provisions, of the Declaration, including the By-Laws and the regulations for the use of the property;
- h) To contract for the management of the Association and to delegate to a manager the management duties of the Board of Directors, to be performed by such manager under supervision of the Board of Directors, should such be necessary and desirable;
- i) To pay any taxes and assessments which are liens against any part of the property other than individual lots and the appurtenances thereto and to assess the same against the lot subject to such liens; to oppose the levying of any such taxes;
- j) To carry insurance for the protection of lot owners and the Board of Directors against casualty and liabilities;
- k) To pay the cost of all power, water, sewer and other utility services rendered to the Association and not billed to owners of individual lots; and
- l) To employ personnel for reasonable compensation to perform the services required for proper administration of the Association, including without limitation, auditors, attorneys, bookkeepers and managers.

6. Other Provisions. Members of the Association shall be entitled to cast one (1) vote for each lot owned by them. Declarant shall be entitled to five (5) votes of each lot owned and unsold until such time as eighty percent (80%) of the lots are sold.

7. Indemnification: The Association shall indemnify any person who was or is a party, or is threatened to be made a party, to any pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (other than an action or in the right of the Association) by reason

of the fact that he is or was a Director or Officer of Shepherd's Field, a Planned Residential Development, against expenses (including attorney's fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by him in connection with such action, suit or proceeding if he acted in good faith and in a manner he reasonably believed to be in, or not opposed to, the best interests of Shepherd's Field, and, with respect to any criminal action or proceeding, had no reasonable cause to believe his conduct was unlawful. The termination of any action, suit or proceeding by judgment, order, settlement, conviction or upon a plea of nolo contendere or its equivalent, shall not, of itself, create a presumption believed to be in, or not opposed to be, the best interests of Shepherd's Field, and, with respect to any criminal action or proceedings, had reasonable cause to believe that his conduct was unlawful.

No indemnification shall be made in respect of any claim, issue or matter as to which such persons shall have been adjudged to be liable of negligence or misconduct in the performance of his duty to Shepherd's Field, unless and only to the extent that the Chancery Court of Madison County, Tennessee, or the Court in which such action or suit was brought, shall determine upon application that, despite the adjudication of liability but in view of all circumstances such expenses which the Court shall deem proper. To the extent that a Director or Officer of Shepherd's Field has been successful on the merits or otherwise in defense of any action, suit or proceedings referred to in this article, or in defense of any claim, issue or matter therein, he shall be indemnified against expenses (including attorneys' fees) actually and reasonably incurred by him in connection therewith.

Any indemnification under this Article (unless ordered by a Court) shall be made only as authorized in the specific case upon a determination that indemnification of the Director or Officer is proper in the circumstances because he has met the applicable standard of conduct set forth herein. Such determination shall be made (1) by the Board of Directors by a majority vote of a quorum consisting of Directors who are not parties to such action, suit or proceeding, or (2) if such quorum is not obtainable, or even if obtainable a quorum of disinterested Directors so directs, by independent legal counsel in a written opinion, or (3) by the Association.

Expenses incurred in defending a civil or criminal action, suit or proceeding may be paid by Shepherd's Field, in advance of the final disposition of such action, suit or proceeding as authorized by the Board of Directors in the specific case upon a secured receipt or an undertaking by or on behalf of the Director or Officer to repay such amount unless it shall ultimately be determined that he is entitled to be indemnified by the corporation as authorized herein.

The indemnification provided by this Article shall not be deemed exclusive of any other rights to which those seeking indemnification may be entitled under any By-Law, agreement, vote of Association or disinterested Directors or otherwise both as to an action in his official capacity and as to an action in another capacity while holding office, shall continue as to a person who has ceased to be a Director or

Officer, and shall inure to the benefit of the heirs, executors and administrators of such a person.

7. Construction. These By-Laws are intended to be read in connection with the Declaration, and if there is any conflict between the By-Laws and the Declaration, the Declaration shall control.

The undersigned, Ramzi Qaadani and wife, Sebrina M. Qaadani; Barry Gene Crabtree and wife, Lorna K. Crabtree; Jerry Lynn Morris and wife, Suzanne Rae Morris; Trent M. Turner and wife, Megan M. Turner; Valerie Y. Collins and husband, John E. Collins; Clay Riviere and wife, Susan Riviere and Roger D. Turner, Jr., d/b/a DT Construction have purchased lots in Section 16-B of Shepherd's Field, hereby join in consenting and agreeing to the Restrictive Covenants.

IN WITNESS WHEREOF, this declaration of covenants, conditions and restrictions have been executed on this the ____ day of _____, 2009.

DIFFEE CONSTRUCTION COMPANY, INC.

Leonard Diffie
BY: LEONARD DIFFEE
TITLE: PRESIDENT

STATE OF TENNESSEE

COUNTY OF MADISON

Personally appeared before me, the undersigned Notary Public, in and for the aforesaid County and State, the within named LEONARD DIFFEE, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence) and who, upon oath, acknowledged such person to be the President of Diffie Construction Company, Inc., the within named bargainor, and that such President executed the foregoing instrument for the purpose therein contained, by personally signing the name of the Corporation as President.

WITNESS MY HAND and Official Seal, this the 12th day of June, 2009.

H. J. Holm
Notary Public

My Commission Expires:

February 20, 2013

