

Bylaws from  
Court House.

RIVERFRONT PLANTATION CONDOMINIUMS, INC.

2/2/23

Pursuant to the Master Deed for RIVERFRONT PLANTATION CONDOMINIUMS, the HORIZONTAL PROPERTY ACT and the corporation's Charter, we, Fulton Combs and wife, Lynn Hudson Combs, as the DEVELOPER, do hereby adopt the following By-Laws and declare that they shall be covenants binding on all present and future Owners of any of the Units of the RIVERFRONT PLANTATION CONDOMINIUMS.

## ARTICLE I

### THE ASSOCIATION

SECTION 1. Organization. The Association as defined herein is the organization of the Owners of the Units of said CONDOMINIUMS, vested with the duties and powers described by law, set forth in the Master Deed and the "ACT" (as defined in the Master Deed). The Officers and Directors of the Association shall be required to be either: (i) members of the Association or (ii) the Developer. The Board of Directors of the Association and such Officers as the Boards may elect or appoint shall conduct the affairs of the Association in accordance with these By-Laws, the Master Deed and all applicable State Law, as the same are amended from time to time.

### SECTION 2. Membership.

(a) Qualification. It is mandatory that each and every Owner of a Unit, as defined in the Master Deed filed herein, including the Developer (while he owns any such Unit) shall be a member of the Association and shall be entitled to one membership for each such Unit. Ownership of such Unit shall be the sole qualification for membership in the Association.

(b) Member's Rights and Duties. Each member shall have the rights, duties and obligations set forth in these By-Laws, the Master Deed, and the "ACT" (as defined in the Master Deed) as the same may be from time to time amended.

(c) Transfer of Membership. The Association membership of each Owner shall be appurtenant to the Unit giving rise to such membership, and shall not be assigned, transferred, pledged, hypothecated, conveyed or alienated in any way except upon the transfer of title to said Unit, and then only to the transferee of title to said Unit. Any attempt to make a prohibited transfer shall be void. Any transfer of title to a Unit shall operate automatically to transfer the membership in the Association appurtenant thereto, to the new Owner thereof.

The Developer shall not be prohibited from assigning, pledging, hypothecating, or alienating his membership, but any transfer of title to a Unit by Developer shall in all cases automatically transfer a membership in the Association appurtenant thereto, to the new Owner thereof, even if such membership has been assigned, pledged, hypothecated or alienated by the Developer.

### SECTION 3. Voting.

(a) Number of Votes. The Association shall have two classes of voting membership.

Class A. Class A members shall be all Owners with the exception of the Developer, and each shall be entitled to one vote for each Unit owned. When more than one person is the Owner of a Unit, all such persons shall be members. The vote for such Unit shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any Unit.

Class B. The Class B member shall be the Developer, and shall be entitled to five votes for each Unit owned. Class B membership shall cease and be converted into Class A membership on the happening of either of the following events, whichever occurs earlier:

(1) When the total votes outstanding in the Class A membership equals or exceeds the total votes outstanding the Class B membership.

(2) Five (5) years from and after the date of recordation of the deed evidencing the initial sale of a Unit to a purchaser other than the Developer.

fractional votes will not be allowed. In the event that Joint Owners are unable to agree among themselves as to how their vote or votes shall be cast, they shall lose their right to vote upon all matters in question.

(c) Cumulative Voting. In any election of the members of the Board, every Owner entitled to vote at such election shall have the right to cumulate his votes and to give one candidate or divide among any number of candidates, a number of votes equal to the number of Directors to be elected multiplied by the number of votes which such Owner is otherwise entitled to cast, pursuant to the By-Laws. The candidate receiving the highest number of votes, up to the number of Board members to be elected, shall be deemed elected.

SECTION 4. Duties of the Association. In addition to the powers delegated to it by the Master Deed and State Law, and without limiting the generality thereof, the Association shall have the obligation to perform the following duties:

(a) Operation, Renovation and Maintenance of Common Elements. To operate, maintain and otherwise manage or provide for the operation, maintenance and management of the Common Elements including, but not limited to any recreation area and the private driveways, together with all easements for operation and maintenance purposes and for the benefit of the Association or its members over and within the Common Elements; to keep all improvements of whatever purpose from time to time located thereon in good order, condition and repair; and to maintain the private driveways free and clear of obstructions and in a safe condition for vehicular use at all times. The Association shall also determine what, if any, alterations or renovations should be made upon the Common Elements.

(b) Additional Maintenance Obligations. In addition to the operation, maintenance and management duties of the Association set forth in paragraph (a) above, the Association shall maintain, repair and care for, or provide for the maintenance, care and repair of the following portions of the real estate in a state of good order, condition and repair;

(1) The exterior landscaping and walkways located on each Unit, with the exception of landscaping located within the enclosed patios or within other enclosed areas. The Association shall also provide exterior maintenance upon each Unit which is subject to assessment hereunder as follows: painting, maintenance and non-structural repair of exterior building surfaces as the Board shall deem necessary and proper, including gutters, downspouts, replacement of trim, caulking and other repairs to roof covers and other miscellaneous repairs of a non-structural nature. Such exterior maintenance shall not include glass surfaces, screens, patio covers and landscaping and walkways located within enclosed patios and other enclosed areas. The balance of the Unit and the improvements located thereon shall be maintained by the individual Owners of the particular Unit involved. If the need for exterior maintenance and repair by the Association, as required by this paragraph, is caused by the willful or negligent conduct or act of an Owner, his family, guests, invitees, or other persons using or occupying his Unit with his express or implied permission, the cost of such repair or maintenance shall be assessed to such Owner and shall be due and payable thirty (30) days from the date of notice thereof, such assessment to be collected and enforced as provided for by Article III of these By-Laws. Such assessments shall not require the approval of all or any portion of the members; provided, however, any Owner against which such assessment is levied shall be entitled to notice, a hearing and an opportunity to do the corrective work required prior to any assessment being levied against such Owner in accordance with the provisions hereof. For the purpose solely of performing the exterior maintenance upon each Unit required by this paragraph, the Association, through its duly authorized employees or agents, shall have the right, after reasonable notice to the Owner, to enter upon any Unit at reasonable hours on any day except Sunday.

(2) The portions of the realty referred to as "Additional Maintenance Areas."

(c) Water and Other Utilities. To acquire and pay for all water, sewerage, garbage disposal, electrical, telephone, gas, pest control and other necessary utility

set forth in paragraph (b) above.

(d) Taxes and Assessments. To pay all real and personal property taxes and assessments separately assessed upon or assessed against the General Common Elements. Such taxes and assessments may be contested or compromised by the Association, provided they are paid or a bond insuring the payment is posted prior to the sale or other disposition of any property to satisfy the payment of such taxes.

(e) Insurance. To obtain from a reputable insurance company qualified to do business in the State of Tennessee, and maintain in force at all times the following policies of insurance:

(1) Fire and extended coverage insurance on all improvements located in or upon the General Common Elements, the amount of such insurance to be not less than One Hundred percent (100%) of the full insurable replacement cost value of General Common Elements (as determined not less than annually in conjunction with the insurance company issuing such policy). The Board shall use its best efforts to obtain and maintain in full force at all times insurance coverage adequate to provide sufficient funds to pay the cost of reconstruction substantially in accordance with the original plans and specifications therefor in the event of destruction or damage to any such improvements from fire or other casualty covered by extended coverage.

(2) Comprehensive public liability insurance insuring the Board, the Association and the members of the Association, including Developer, during the time Developer is a member of the association, whether Class A or Class B, against liability to, and claims of, the public, the members of the Association and any other person, firm or entity, occurring in or upon the Common Elements or the Additional Maintenance Areas, or based upon, incident to or arising out of: (i) the ownership or use of the Common Elements, or (ii) the activities of the Association. Such coverage shall provide for cross-liability endorsement wherein the right of named insured shall not be prejudiced with respect to actions by them against another named insured, together with an express waiver of the right of subrogation against any named

insured. Limits of insurability on such coverage shall be as follows: Not less than \$1,000,000.00 in total coverage.

(3) Such other insurance, including Workers Compensation Insurance to the extent necessary to comply with the applicable law and indemnity, faithful performance, fidelity and other bonds as the Board shall deem necessary or required to carry out the Association functions or to insure the Association against any loss from malfeasance or dishonesty of any employee or other person charged with the management or possession of any Association funds or other property. Each Owner shall obtain and maintain in full force at all times fire and extended coverage insurance on all structures and improvements located upon his Unit, the amount of such insurance to be One Hundred percent (100%) of the full insurable replacement cost of all such structures and improvements; provided, however, that the Association may obtain and maintain a blanket insurance policy of fire and extended coverage covering such structures in an amount equal to One Hundred percent (100%) of the full insurable replacement cost of such structures and improvements if it so elects, such policy to be paid for out of monthly assessments collected by the Association, in accordance with Article III hereof.

(f) Rule Making. To make, establish, promulgate, amend and repeal the Association Rules.

(g) Enforcement of Restrictions and Rules. To perform such other acts, whether or not expressly authorized by these By-Laws, as may be reasonably necessary to enforce any of the provisions of these By-Laws and the Association Rules.

SECTION 5. Powers and Authority of the Association. This Association shall have powers as hereinafter enumerated and as referred to in the Master Deed and the "ACT", as referred to aboveherein, and as amended from time to time. It shall have the power to do any and all lawful things permitted to be done by the Association under these By-Laws, the Master Deed and the "ACT", and to do and

exercise of the express powers of the Association, including without limitation:

(a) Assessments. To assess the Owners of the Units, in accordance with the percentage reference set forth in the Master Deed or in accordance with such other provisions as may be set forth in these By-Laws.

(b) Right of Enforcement. The Association shall also have the power and duty from time to time in its own name, on its own behalf, or on behalf of any Owner or Owners who consent thereto, to commence and maintain actions and suits to restrain and enjoin any breach or threatened breach of these By-Laws and to enforce, by mandatory injunction or otherwise, all of the provisions hereof.

(c) Easements and Rights-Of-Way. To grant and convey to any third party easements and rights-of-way in, on, over or under the Common Elements for the purpose of constructing, erecting, operating or maintaining thereon, therein or thereunder:

(1) Overhead or underground lines, cables, wires, conduits, or other devices for the transmission of electricity for lighting, heating, power, telephone and other purposes;

(2) Public sewers, storm water drains and pipes, water systems, sprinkling systems, water, heating and gas lines or pipes; and,

(3) Any similar public or quasi-public improvements or facilities.

(d) Employment of Agents. To employ the services of any person or corporation as manager, together with other employees, to, as may be directed by the Board, manage, conduct and perform the business, obligations and duties of the Association, and enter into contracts for such purpose. Such employees shall have the right to ingress and egress over the portions of the properties as is necessary for the purpose of performing such business, duties and obligations.

SECTION 6. The Association Rules. By a majority vote of the Board, the Association may, from time to time, adopt, amend the repeal such rules and regulations as it deems reasonable, (the Association Rules). The Association Rules

shall govern the use of any Common Elements, including but not limited to any recreational area and the private driveways, by the Owners, by the families of the Owners or by any invitee, licensee, or contract purchaser of an Owner: provided, however, that the Association Rules may not discriminate among Owners and shall not be inconsistent with these By-Laws, the Master Deed or the "ACT". A copy of the Association Rules as they may, from time to time, be adopted, amended or repealed, shall be mailed or otherwise delivered to each Owner. In the event of any conflict between any such Association Rules and any of the other provisions of these By-Laws, the Master Deed or the "ACT," the provisions of such Rules shall be deemed superseded to the extent of such inconsistency. In the event of conflict between the provisions of these By-Laws and the Master Deed or the "ACT," the provisions of the Master Deed and/or State Law shall prevail.

SECTION 7. Personal Liability. No member of the Board or any committee of the Association or any officer of the Association, or the Developer, or the Manager, if any, shall be personally liable to any Owner, or to any other party, including the Association, for any damages, loss or prejudice suffered or claimed on account of any act, omission, error or negligence of the Association, the Board, the Manager, if any, or any other representative or employee of the Association, the Developer, or any committee, or any officer of the Association, or the Developer, provided that such person has, upon the basis of such information as may be possessed by him, acted in good faith, without willful or intentional misconduct.

SECTION 8. Exercise of Association Powers by Board. The Board shall exercise for and on behalf of the Association all powers, duties and authority vested in or delegated to the Association and not otherwise requiring the consent or approval of the members of the Association, or a portion or percentage thereof by other provisions of these By-Laws, the Master Deed or State Law.

SECTION 9. Initial Meeting. There shall be an initial meeting of the members of this Association at a time and place designated by the Developer, which



meeting of the membership. Such meetings shall first elect the initial Board of Directors who shall serve in accordance with provisions of Article II of these By-Laws. Pending the initial meeting of the membership of the Association, the Developer shall exercise the authority set forth herein to be exercised by the Association.

## ARTICLE II

### DIRECTORS

SECTION 1. Election. Membership at the initial meeting as prescribed aboveherein shall, by a majority vote, elect a Board of Directors not less than three (3) nor more than seven (7) persons. Each person so elected shall be a member of the Association. The Board of Directors shall serve until the next annual meeting of the members or until such time as their successors are duly elected.

SECTION 2. Officer of the Board. The Directors shall select among their own a Chairperson, a Secretary and Treasurer. The Secretary-Treasurer may be combined. The Board may elect such other officers and employ such other agents as they may deem necessary to effectively carry out their duties.

SECTION 3. Meetings. The Directors shall meet as often as may be required, but no less frequently than quarterly. All members shall be notified as to the regular meeting date, and all meetings of the Directors shall be open to any member who wishes to attend.

## ARTICLE III

### SECTION 1. Creation of the Lien and Personal Obligation of Assessments.

The Developer, for each Unit owned, hereby covenants, and each Owner of any Unit, by acceptance of a deed thereof, whether or not it shall be expressed in such deed, shall be deemed to covenant and agree, for each Unit owned, to pay the Association:

- (1) Annual Assessments, and
- (2) Special Assessments, such assessments to be

established, made and collected as hereinafter provided. The Annual and Special Assessments, together with interest thereof, costs of collection thereof, and reasonable attorneys' fees, shall be a charge on the land and shall be a continuing lien upon the Unit against which each such assessment is made. Each such assessment, together with such interest, costs and reasonable attorneys' fees, shall also be the personal obligation of each person, firm or entity who was an Owner of such Unit at the time when such assessment became due and payable. The personal obligation for delinquent assessments shall not pass to an Owner's successors in title unless expressly assumed by them, but no such assumption shall relieve any Owner personally obligated hereby for delinquent assessments from such Owner's personal liability therefor.

SECTION 2. Purpose of Assessments. Assessments levied shall be used exclusively to promote the recreation, health, safety and welfare of the residents of the properties, the improvement, operation and maintenance of the General Common Elements and the performance of the duties of the Association as set forth in these By-Laws.

SECTION 3. Annual Assessments. From and after the date of the sale of the first Unit to anyone other than the Developer, the Board of Directors shall set an annual assessment which shall be paid by all Owners of Units (members of the Association), including the Developer for each Unit owned by the Developer, said assessment taking into consideration current maintenance costs and future needs of the Association in accordance with the powers granted hereunder.

SECTION 4. Special Assessments. In addition to the annual assessment authorized by the Board above, the Board may levy, during any calendar year, but in no event prior to one year following the initial meeting of the members of the Association, special assessments ("Special Assessments") applicable to that year only for the purpose of defraying in whole or in part, the cost of any construction, reconstruction, alteration, renovation or unexpected repair or replacement of a capital

approved by vote or written assent of Fifty-One percent (51%) of the members of the Association called for such purpose at which a quorum is present.

SECTION 5. Any Notice and Quorum for Any Action Authorized Under a Previous Section. Any action authorized under this Article which requires the approval of the members of the Association, shall be taken at a meeting called for such purpose with a quorum present. Such meeting shall be by notice and held in the same manner required herein, to-wit: an open meeting, on reasonable notice of time and place.

SECTION 6. Uniform Rate of Assessment. Annual and Special Assessments must be fixed at a uniform rate for all Units, utilizing the ratable percentage as set forth in the Master Deed. Annual and Special Assessments shall be collected on a monthly basis in equal monthly payments, unless some other basis for collection is adopted by the Board. The Annual Assessment period shall commence on January 1 of each year and terminate on December 31 of each year; provided, however, that the initial Annual Assessment period shall commence when the first Unit is sold to someone other than the Developer, and terminate on December 31 of such year.

SECTION 7. Date of Commencement of Annual Assessment: Due Dates. The Annual Assessments provided for by these By-Laws shall commence when the first Unit is sold to someone other than the Developer. The first Annual Assessment and all Special Assessment shall be adjusted according to the number of months remaining in the calendar year, and shall be payable in equal monthly installments unless the Board adopts some other basis for collection. The same adjustment in Annual assessments shall apply to the first Annual Assessment levied against any property included in the REGIME under the Expansion Provision of the Master Deed, at any time other than the beginning of an assessment period. The Board shall fix the amount of the Annual Assessment against each Unit at least thirty (30) days in advance of each Annual Assessment period (except the initial Annual Assessment period). Written notice of the Annual Assessment shall be sent to each Owner subject

thereto. The due dates for the Annual Assessments and Special Assessments shall be the first day of each month unless some other due date is established by the Board. The Board shall, upon demand, and for a reasonable charge not to exceed Ten Dollars (\$10.00), furnish a certificate to persons requesting same signed by an officer of the Association, setting forth whether all assessments on a specific Unit, whether Annual or Special, have been paid. Each certificate shall be conclusive evidence of payment of any assessment therein stated to have been paid.

SECTION 8. Effect of Non-Payment of Assessments; Remedies of the Association. Each Owner of any Unit, or upon becoming an Owner of any Unit, is and shall be deemed to covenant and agree to pay to the Association each and every one of the assessments provided for in these By-Laws; and agrees to the enforcement of all such assessments in the manner herein specified.

In the event an attorney or attorneys are employed for collection of any assessment, whether by suit or otherwise, or to enforce compliance with or *specific* performance of the terms and conditions of the Developer, each Owner agrees to pay reasonable attorneys' fees and costs thereby incurred, in addition to any other amounts due or any other relief or remedy obtained against said Owner. Any assessment not paid when due shall be deemed to be delinquent. Any assessment not paid within fifteen (15) days after the date on which it becomes due shall thereafter bear interest from date of delinquency at the rate of twelve and one-half percent (12 1/2%) per annum. In addition to any other remedies herein or by law provided, the Board or its authorized representative may enforce the obligations of the Owners to pay the assessments provided for in equity or without any limitation of the foregoing, by either or both of the following procedures:

(a) Enforcement by Suit. Assessment may be enforced by commencement and maintenance of a suit at law or in equity against any Owner or Owners personally obligated to pay assessments for such delinquent assessments as to which they are personally obligated, such suit to be maintained in the name of the Association. Any

attorneys' fees, in such amount as the Court may adjudge against the delinquent Owner. Suit to recover a money judgment for unpaid assessments shall be maintainable without foreclosing or waiving the lien hereinafter provided for.

(b) Enforcement by Lien. There is hereby created a claim of lien, with power of sale, on each and every Unit to secure payment to the Association of any and all assessments, levied against any and all Owners of such Units, together with interest thereon as provided herein, and all costs of collections which may be paid or incurred by the Association in connection therewith, including reasonable attorneys' fees. At any time after the occurrence of any delinquency in the payment of any such assessment, the Board or any authorized representative thereof may make a written demand for payment of the delinquent Owner. Said demand shall state the date and amount of delinquency. Each delinquency shall constitute a separate basis for a demand or claim of lien, any number of defaults may be included within a single demand or claim of lien, and any demand or claim of lien or lien on account of prior delinquencies shall be deemed to include subsequent delinquencies and amounts due on account thereof. If such delinquency is not paid within ten (10) days after delivery of such demand, the Board or its duly authorized representative may thereafter elect to file and record a claim of lien on behalf of the Association against the Unit of the defaulting Owner, in the Office of the County Register of Stewart County, in which such Unit is located. Such claim of lien shall be executed and acknowledged by any officer of the Association, and shall contain substantially the following information:

- (1) The name of the delinquent Owner;
- (2) The legal description and street address of the Unit against which claim of lien is made;
- (3) The total amount claimed to be due and owing for the amount of the delinquency, interest thereon, collection costs, and reasonable attorneys' fees (with any proper offset allowed);

(4) That the claim of lien is made by the Association pursuant to these By-Laws; and

(5) That a lien is claimed against said Unit in an amount equal to the amount stated, together with all other amounts becoming due from time to time in accordance with these By-Laws.

Upon such recordation of a duly executed original or copy of such a claim of lien, the lien claimed therein shall immediately attach and become effective in favor of the Association as a lien upon the Unit against which such assessment was levied. Such a lien shall have priority over all liens or claims created subsequent to the recordation of the claim of lien thereof, except of tax liens for real property taxes on any Unit, and assessments on any Unit in favor of any municipal or other governmental assessing entity. Any such lien may be foreclosed by appropriate and customary action for the foreclosure of a Deed of Trust with Power of Sale, or in any other manner permitted by law. The Board is hereby authorized to appoint its attorney, any officer or director of the Association for the purpose of conducting such Power of Sale Foreclosure. The lien provided for herein shall be in favor of the Association and shall be for the benefit of all other Unit Owners and shall secure payment of all sums set forth in the claim of lien, together with all sums becoming due and payable in accordance with these By-Laws after the date of recordation of said claim of lien. The Association shall have the power to bid in at any foreclosure sale and to purchase, acquire, hold, lease, mortgage and convey any Unit. Reasonable attorneys' fees, court costs, title search fees, interest and all other costs and expenses shall be allowed to the extent permitted by law. Each Owner by becoming an Owner of a Unit, hereby expressly waives any objection to the enforcement and foreclosure of this lien in this manner, and also hereby expressly waives the defense of the Statute of Limitations applicable to the bringing of the suit or action thereon.

Upon the timely curing of any default for which a notice of claim or lien was filed by the Board, and the payment of all sums secured by the lien created by the

County Register of Stewart County.

No Owner may waive or otherwise escape liability for the assessments provided in these By-Laws by non-use of the General Common Elements, or any part thereof, or any other part of the realty, or abandonment of the Unit. Notwithstanding anything contained in these By-Laws to the contrary, no action may be brought to foreclosure the lien created by recordation of a claim of lien, whether judicially, by Power of Sale or otherwise, until the expiration of ten (10) days after a copy of said claim of lien, showing the date of recordation thereof, has been mailed to the Owner of the Unit which is described in such claim of lien.

Each Owner does hereby waive, to the extent of any liens created pursuant to these By-Laws, whether such liens are now in existence or are created at any time in the future, the benefit of any homestead or exemption laws of the State of Tennessee now in effect or in effect from time to time hereafter.

SECTION 9. Subordination to Certain Deed of Trust. The lien or the assessments provided for herein in connection with a given Unit shall not be subordinate to the lien of any Deed of Trust or Mortgage except the lien of a Deed of Trust or Mortgage given and made in good faith and for value that is of record as an encumbrance against such given Unit prior to the recordation of a claim or lien for the assessments provided for in these By-Laws against such given Unit (such Deed of Trust or Mortgage being hereinafter referred to as a "prior Deed of Trust"). The sale of transfer of any Unit shall not affect the assessment lien provided for herein nor the creation therefore by the recordation of a claim of lien on account of assessments become due whether prior to or after the date of the sale or transfer, nor shall such sale or transfer diminish or defeat the personal obligation of any Owner for delinquent assessments as provided herein. Provided, however, that the sale or transfer of any Unit pursuant to a judicial foreclosure or foreclosure by Power of Sale or a prior Deed of Trust, or proceeding in lieu of foreclosure of a prior Deed of Trust, shall extinguish any assessment lien which has attached and become effective with regard

to the Unit being so transferred prior to the time of such sale or transfer, and shall prohibit the creation of any assessment lien against such Unit on account of assessments which become due prior to the date of such sale or transfer; provided, however, that there shall be a lien on the interests of purchaser at such sale which shall attach, be created and become effective and foreclosed in accordance with these By-Laws, and which shall secure all assessments becoming due after the date of such sale or transfer. For the purpose of this Section, a sale or transfer of a Unit shall occur on the date of the recordation of a Deed or other instrument of title evidencing the conveyance of record to the Unit.

SECTION 10. Exempt Property. The following property to these By-Laws shall be exempt from the assessments created herein:

- (a) All properties dedicated to and accepted by the local public authority; and,
- (b) The General Common Elements.

SECTION 11. Mortgagee Protection Clause. No breach of the covenants, conditions or restrictions herein contained, nor the enforcement of any lien shall defeat or render invalid the lien of a prior Deed of Trust made in good faith and for value, but all of said covenants, conditions and restrictions shall be binding upon and effective against any Owner whose title is derived through foreclosure or Trustee's sale, or otherwise.

SECTION 12. Notification of Sale of Unit. Concurrent with the confirmation of the sale of any Unit under circumstances whereby the transferee becomes an Owner thereof, or within five (5) business days thereafter the transferee shall notify the Association in writing of such sale. Such notification shall set forth the name of the transferee and his transferor, the street address of the Unit purchased by the transferee, the transferee's mailing address and the date of sale. Prior to receipt of such notification, any and all communications required or permitted to be given to the Association shall be deemed to be duly made and given to the transferee if duly and timely made and given to the transferee's transferor.



Board, through the Secretary of same, of the names and addresses of the holder of all prior Deeds of Trust encumbering such Owner's Unit. Each Owner shall likewise notify the Board through the Secretary of same as to the relapse and discharge of any such prior Deeds of Trust. In addition, the holder of any prior Deed of Trust encumbering a Unit may notify the Board through the Secretary of same of the holder's identity and address and description of the Unit subject to such Deed of Trust. The Board shall maintain a record of the name and address of the holders of such Deeds of Trust as to which it receives notice pursuant hereto, and shall provide the holder of all such prior Deeds of Trust as to which it receives notice pursuant to the provisions hereof, written notification as follows:

(a) Written notification of at least thirty (30) days prior to the effective date of any change of director or of any change of these By-Laws.

(b) Notification of any default of any Owner of an obligation of such Owner established by these By-Laws, the Master Deed or the "ACT," which is not cured within thirty (30) days after the default; provided, however, such written notification shall be provided only to holders of prior Deeds of Trust as to which the Board is given notice pursuant to these By-Laws which encumber the Unit owned by the Owner who is in default.

SECTION 14. Physical Damage Insurance. Physical damage insurance carried with regard to the General Common Elements, as defined in the Master Deed and these By-Laws, required to be carried by the Association as hereinabove set forth, shall, in the event of loss, be rebuilt, repaired or reconstructed as expeditiously as would be reasonable and practical. It shall be the duty of the Board to utilize such insurance proceeds for such purpose for the benefit of all of the Owners of the General Common Elements.

#### ARTICLE IV

#### MISCELLANEOUS PROVISIONS

SECTION 1. Notice. All meetings of the Association, regular and/or called meetings, shall be done on not less than ten (10) days written notice caused to be issued by the Directors, delivered or posted to each Owner's address as shown on the record of the Association. The designated Chairperson of the Board of Directors (Article II, Section 2) shall preside over all such meetings, and the minutes shall be kept by the Secretary of the Board. All action taken by such meetings shall be preserved in permanent minute form.

SECTION 2. Called Meetings. The Chairperson of the Board of Directors shall call a special meeting of the Association at any time a written request signed by Twenty-Five percent (25%) of the members is presented.

SECTION 3. Removal of Officers and Board Members. Any officer or board member may be removed by a vote of a majority of the members at a regular or called meeting.

SECTION 4. Compensation for Directors and Officers. The compensation for Directors and officers shall be set by the Board of Directors and must be ratified by a majority vote of the members of the Association at a regular or called meeting.

SECTION 5. Restrictions. (a) No exotic animals are permitted upon or within the Units, Common Elements or Limited Common Elements. Non-exotic pets weighing less than fifty (50) pounds are allowed; however, no pet shall be allowed to remain at large or unattended by the owner.

(b) No recreational vehicles, boats, trailers or campers shall be parked in the driveways or on the streets.

SECTION 6. Miscellaneous. The provisions of the Horizontal Property Act of the State of Tennessee, codified as Tennessee Code Annotated 66-27-101, et seq, as now enacted and as later amended, including but not limited to the provisions regarding definitions, establishment, Owner's rights, the Master Deed, the By-Laws, the duties and obligations of the members, Directors and officers, shall be deemed to be incorporated in these By-Laws as fully as if copied herein.

AMENDMENTS

These By-Laws may be amended at any time, within the provisions of the Horizontal Property Act as aforesaid, and modification of the system of administration set forth herein may be effected upon the vote of no less than two-thirds (2/3) of the members of the Association at a regular or called meeting, the notice of which contains the proposed amendment. Any such modification or amendment so enacted shall be reduced to writing and recorded in the Register's Office for Stewart County, Tennessee, in the same manner as was the Master Deed, plat and original By-Laws hereof.

IN WITNESS WHEREOF we have set our hands on this the 13 day of November, 1998.

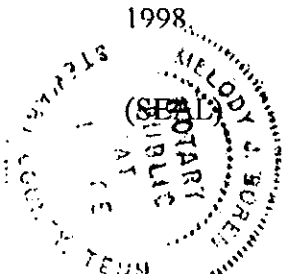
Fulton Combs  
Fulton Combs, Developer

Lynn Hudson Combs  
Lynn Hudson Combs, Developer

STATE OF TENNESSEE  
COUNTY OF STEWART

PERSONALLY appeared before me, the undersigned, a Notary Public in and for the State and County aforesaid, **Fulton Combs and wife, Lynn Hudson Combs**, the within named bargainors, with whom I am personally acquainted, or proved to me on the basis of satisfactory evidence, and who acknowledged that they executed the foregoing instrument for the purposes therein.

WITNESS MY HAND, at office, this 13<sup>th</sup> day of November,



Melody J. Boren  
Notary Public

My Commission Expires: 11/22/2001