

BYLAWS
OF
McFEE MANOR HOMEOWNER'S ASSOCIATION, INC.
ADMENDMENT 1, Approved December 2023

ARTICLE I
NAME AND LOCATION

The name of the corporation is McFEE MANOR HOMEOWNER'S ASSOCIATION, INC., hereinafter referred to as the "Association". The principal office of the corporation shall be at such location in Knoxville, Tennessee as may be designated by the Board of Directors. Meetings of members and directors may be held at such places with or without the State of Tennessee as may be designated by the Board of Directors.

ARTICLE II
DEFINITIONS

Section 1. "Association" shall mean and refer to McFEE MANOR HOMEOWNER'S ASSOCIATION, INC., its successors, and assigns.

Section 2. "Property" shall mean and refer to that certain real property described in the Declaration of Covenants and Restrictions of McFee Manor (Declaration), and such additions as may hereafter be brought within the jurisdiction of the Association by declaration or otherwise.

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

Section 4. "Lot" shall mean and refer to any numbered plot of land shown upon any recorded subdivision map of the Property with the exception of the Common Area and dedicated streets.

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 Property but excluding those having such interest as security for the performance of an obligation.

Section 6. "Living Unit" shall mean and refer to any portion of a building situated upon the Property designed and intended for use and occupancy as a residence by a single family.

Section 7. "Declaration" shall mean and refer to the Declaration of Covenants, Conditions and Restrictions of McFee Manor, applicable to the Property recorded as Instrument No. 200308120017779 in the Office of the Register of Deeds of Knox County, Tennessee.

Section 8. "Member" shall mean and refer to show persons or entities entitled to membership with voting rights as provided in the Declaration and in Article III of these Bylaws.

Section 9. "Subdivision" shall mean the residential community known as McFee Manor, as described in the Declaration.

ARTICLE III

MEMBERSHIP AND PROPERTY RIGHTS

Section 1. Membership. Every Owner of a Lot which is subject to assessments shall be a Member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot subject to assessment. The voting rights of the Members shall be as provided by the Declaration.

There shall be Class A membership, as described in the Declaration.

Section 2. Property Rights. Each Member shall be entitled to the use and enjoyment of the Common Areas as provided in the Declaration. Any Member may delegate his rights of enjoyment of the Common Area and facilities to the members of his family, his tenants, or contract purchasers who reside on the Property. Such Member shall notify the secretary of the Association in writing of the name of the delegate. The rights and privileges of such delegates are subject to suspension to the same extent as those of the Member.

ARTICLE IV

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. Subsequent regular annual meetings of the Members shall be held each year thereafter. Annual meetings shall not be held on 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 cast one-fourth (1/4 or 12 members) of all the votes of the Class A membership.

Section 3. Notice of Meetings. Written notice of each meeting of the Members shall be given by, or at the direction of, the secretary of person authorized to call the meeting, by mailing a copy of such notice, postage prepaid, at least fifteen (15) days before such meeting to each Member entitled to vote thereat, addressed to the Members' 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. A waiver by a member of the notice required herein, signed by him before or after such meeting, shall be equivalent to the giving of such notice.

Section 4. Quorum. The presence at an Annual or Special Meeting of Members entitled to cast, or of proxies entitled to cast, one-tenth (1/10 or 5) of the votes shall constitute a quorum for any action except as otherwise provided in the Articles of Incorporation, the Declaration, or these Bylaws. 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 meeting 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 V

BOARD OF DIRECTORS: SELECTION: TERM OF OFFICE

Section 1. Number. The affairs of the Association shall be managed by a Board of not less than three (3) members with an annual election of the Association Members as described in Section 2. The members of the Board of Directors shall be owners of a lot in the Subdivision.

Section 2. Term of Office. At the first annual meeting, the Membership shall elect a minimum of three (3) Directors, two for a three (3) year period, and one for a two (2) year term. At the second annual meeting the membership shall elect two (2) additional Board Members each to serve a three (3) year term. At the third annual meeting the membership shall elect one (1) new director to serve a three (3) year term. At each successive Annual Meeting the Membership will replace those directors whose terms expire to serve three (3) year terms. After the Second Annual Meeting the Board will consist of five (5) members unless the Board chooses to reduce or increase the number of Directors to operate the Association, always maintaining an odd number of Directors.

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 he may render to the Association. However, any Director may be reimbursed for his actual expenses incurred in the performance of his duties.

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 (written approval includes the use of voting by email and with the voting results documented within meeting minutes). Any action so approved shall have the same effect as though taken at a meeting of the Directors.

ARTICLE VI

NOTIFICATION AND ELECTION OF DIRECTORS

Section 1. Nomination. Nomination for election to the Board of Directors shall be made by the Board members and/or Members of the Association. Nominations may also be made from the floor at the annual meeting. A request for nominees will be communicated by the Board to the Members. Such nominations may be made from among Members.

Section 2. Election. Election to the Board shall held at the annual meeting or the Board may choose to host the election using electronic messaging (email). Subject to the terms of Article V, Section 1, the persons receiving the largest number of votes shall be elected. Cumulative voting is not permitted.

ARTICLE VII

MEETING OF DIRECTORS

Section 1. Regular Meetings. Regular meetings of the Board of Directors shall be held monthly, or at such other periodic intervals as may be established by the Board of Directors 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 a Director.

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

ARTICLE VIII

POWERS AND DUTIES OF THE BOARD OF DIRECTORS

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

- (a) adopt and publish rules and regulations governing the use of the Common Area and facilities, and the personal conduct of the Members or non-voting Members and their guests thereon, and to establish penalties for the infraction thereof;
- (b) suspend the voting rights and right to use of the recreational facilities of a Member or non-voting Member during any period in which such Member or non-voting Member shall be in default under the provisions of the Declaration or these Bylaws in the payment of any assessment, dues or charge levied by the Association. Such rights may also be suspended after notice and hearing for a period not to exceed sixty (60) days for infraction or 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 Bylaws, the Articles of Incorporation, or the Declaration;
- (b) 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.
- (c) employ a manager, an independent contractor, or such other employees as they deem necessary, and to prescribe their duties to the extent that they may choose to alleviate other than supervisory of the Secretary and Treasurer of the Board of Directors; and
- (d) employ attorneys to represent the Association when deemed necessary.

Section 2. Duties. It shall be the duty of the Board of Directors 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 any special meeting when such statement is requested in writing by one-fourth (1/4 or 5) 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 and subject to the terms of the Declaration, to:
 - (i) fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period;
 - (ii) send written notice of each assessment to every Owner subject thereto at least thirty (30) days in advance of each annual assessment period; and
 - (iii) 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 insurance covering the Association, its directors, officers, agents and employees and to procure and maintain adequate hazard insurance on the Common Area and such other real and personal property owned by the Association;
- (f) Annual Review of Association Policies. All insurance policies maintained by the Association shall be reviewed at least annually by the Board of Directors in order to ascertain whether the coverage contained in tile policies is sufficient to satisfy the requirements of the Declaration. All of the aforesaid policies shall provide that such policies may neither be canceled nor substantially modified without a minimum of thirty (30) days prior written notice to the Association.
- (g) Cause the Common Area to be maintained.

Section 3. Professional Management. In performing the foregoing duties outlined in Section 2, the Board of Directors may obtain the services of a qualified professional management company, experienced in the field of management of planned communities.

ARTICLE IX

OFFICERS AND DUTIES

Section 1. Enumeration of Offices. The officers of this Association shall be a president and a 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, 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 a 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 the office with or without cause by the Board. Any officer may resign at any time by giving written notice (an email is acceptable) to the Board, the

president, or the secretary. Such resignation shall take effect on the date or 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:

- (a) President. 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, deed and other written instruments and shall co-sign all checks and promissory notes.
- (b) Vice President. 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.
- (c) Secretary. 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 the meetings of the Board and of the Association together with their addresses; and shall perform such other duties as required by the Board.
- (d) Treasurer. 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 account; cause an annual review of the Association books to be made by a Board member or a Member at the completion for each fiscal year; and shall prepare an annual budget and statement of income and expenditures to be represented to the membership at its regular annual meeting, and deliver a copy of each to the Members.

ARTICLE X

The Board of Directors shall appoint committees as deemed appropriate in carrying out its purpose.

ARTICLE XI

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 Bylaws of the Association shall be available for inspection by any Member at the principal office of the Association, where copies may be purchased at reasonable cost.

ARTICLE XII

ASSESSMENTS

As more fully provided in the Declaration, each Member is obligated to pay to 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 a late fee penalty of \$10.00 per month that the assessment is delinquent.

Additionally, each lot will bear a one-time assessment equal to two (2) months of the Annual Assessment to be called the Reserve Assessment and paid at closing. This assessment will be placed in a Restricted Reserve Account to be used by the Association for future Capital Improvements as the Association decides.

ARTICLE XIII

CORPORATE SEAL

The Association shall not have a seal.

ARTICLE XIV

AMENDMENTS

Section 1. These Bylaws may be amended, at a regular or special meeting of the Members, by a vote or a majority of a quorum of Members present in person or by proxy or by electronic methods (i.e., electronic signatures).

Section 2. In the case of any conflict between the Articles of Incorporation and the Bylaws, the Articles of Incorporation shall control. In the case of any conflict between the Declaration and these Bylaws, the Declaration shall control.

ARTICLE XV

GRIEVANCE PROCEDURE

Section 1. Any grievance or complaint which an Owner or Owners shall have against any other Owner or Owners for violation of the provisions of the Declaration, these Bylaws, other Rules and Regulations of the Association, or for any other reason shall be submitted to the Board of Directors of the Association for arbitration.

Section 2. All such grievances shall be submitted in writing to the Board outlining the Owner or Owners complaining, the Owner or Owners complained against, the nature of the violations, the date of all relevant facts, and the specific violations, if any, which are relied upon by the complaining party or parties. A hearing shall be held by the Board following submission of all complaints within thirty (30) days. If the Board decides adversely to the complaining party or fails to act within thirty (30) days of submission of the complaint, then the complaining party shall have the right to resort to any other legal remedies which may be available to them.

Section 3. The grievance procedure set out herein shall be the exclusive remedy for all grievances and complaints, and no Owner shall have the right to resort to other legal remedies until the remedies provided herein have been fully exhausted.

ARTICLE XVI

ANNEXATION

Additional residential property and Common Area outside the boundary of the property described in the Declaration may be annexed to the Property with the consent of two-thirds (2/3) of Members.

ARTICLE XVII

MISCELLANEOUS

The fiscal year of the Association shall begin on the 1st day of January, and end on the 31st day of December, except that the first fiscal year shall begin on the date of incorporation.

CERTIFICATION

The undersigned, _____, does hereby certify that he/she is the duly elected and acting secretary of McFEE MANOR HOMEOWNERS'S ASSOCIATION, INC., a Tennessee corporation, and that the foregoing Bylaws constitute the original Bylaws of said Association, as duly adopted at a meeting of the Board of Directors thereof, held on January 10, 2024.

IN WITNESS WHEREOF, I have hereunto subscribed by name as of: Charlene Goskowitz



Secretary



Date of Signature