

BYLAWS
of the
WESTLANDS ASSOCIATION

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BYLAWS
of the
WESTLANDS ASSOCIATION

1. Identity. These are the Bylaws of the Westlands Association, herein called the Association, a Corporation not for profit under the laws of the State of Tennessee. The Association has been organized for the purpose of administering a condominium pursuant to the Horizontal Property Act, which condominium is identified by the name, The Westlands Condominium. The provisions of the Act and the Master Deed are incorporated herein by reference.

2. Powers. The powers of the Association shall include and be governed by the following provisions:

(a) The Association shall have all the common law and statutory powers of a corporation not for profit which are not in conflict with the terms of these Articles.

(b) The Association shall have all of the powers and duties set forth in the Act except as limited by these Articles and the Master Deed, and all of the powers and duties reasonably necessary to operate the condominium as set forth in the Master Deed and as it may be amended from time to time, including but not limited to the following:

(i) To make and collect assessments against members to defray the costs, expenses, and losses of the condominium.

(ii) To use the proceeds of assessments in the exercises of its powers and duties.

(iii) To maintain, repair, replace, and operate the condominium property.

(iv) To purchase insurance upon the condominium property and insurance for the protection of the Association and its members.

(v) To reconstruct improvements after casualty and to further improve the property.

(vi) To make and amend reasonable regulations respecting the use of the property in the condominium; provided, however, that all such regulations and amendments thereto shall be approved by not less than 75% of the votes of the entire membership of the Association before such shall become effective.

(vii) To approve or disapprove the transfer, mortgage, and ownership of dwellings as may be provided by the Master Deed and the Bylaws.

(viii) To enforce by legal means the provisions of the Act, the Master Deed, these Articles, the Bylaws of the Association, and the regulations for the use of the condominium property.

(ix) To contract for the management of the condominium and to delegate to such contractor all powers and duties of the Association except such as are specifically required by the Master Deed to have approval of the Board of Directors or the membership of the Association.

(x) To contract for the management or operation of portions of the common elements susceptible to separate management or operation, and to lease such portions.

(xi) To employ personnel to perform the services required for proper operation of the condominium.

3. Membership. Membership in the Association is determined by the following provisions:

(a) The members of the Association shall consist of all of the record owners of the dwellings.

(b) Change of membership in the Association shall be established by the recording in the Register's Office of Knox County, Tennessee, of a deed or other instrument establishing a record title to a dwelling in the condominium and the delivery to the Association of a certified copy of such instrument, the owner designated by such instrument thereby becoming a member of the Association. The membership of the prior owner shall be thereby terminated.

(c) The share of a member in the funds and assets of the Association cannot be assigned, hypothecated, or transferred in any manner except as an appurtenance to his dwelling.

4. Members' meetings. (a) The annual members' meeting shall be held at the office of the Corporation at three p.m., Eastern Standard Time, on the second Friday in February of each year for the purpose of selecting directors and transacting any other business authorized to be transacted by the members. If that day is a legal holiday, the meeting shall be held at the same hour on the next day.

(b) Special members' meetings shall be held whenever called by the President or Vice President or by a majority of the Board of Directors, and must be called by such officers upon receipt of a written request from members entitled to cast one-third of the votes of the entire membership.

(c) Notice of all members' meetings, stating the time and place and the objects for which the meeting is called, shall be given by the President or Vice President or Secretary unless waived in writing. Such notice shall be in writing to each member at his address as it appears on the books of the Association and shall be mailed not less than ten days nor more than 60 days prior to the date of the

meeting. Proof of such mailing shall be given by the affidavit of the person giving the notice. Notice of meeting may be waived before or after meetings.

(d) A quorum at members' meetings shall consist of persons entitled to cast a majority of the votes of the entire membership. If any meeting of the members cannot be organized because a quorum has not attended, the members who are present, either in person or by proxy, may adjourn the meeting for at least ten days and adequate notice of the new date shall be given as described in paragraph (c) of this Section.

(e) In any meeting of members, the owners of dwellings shall be entitled to cast one vote per dwelling. If a Residence Unit is owned by more than one person, or is under lease, the person entitled to cast the vote for the unit shall be designated by a certificate signed by all of the record owners of that dwelling and filed with Secretary. If a dwelling is owned by a corporation, the person entitled to cast the vote for the dwelling shall be designated by a certificate of appointment signed by the President or Vice-President of the corporation. Such certificates shall be valid until revoked by any owner of the dwelling.

(f) Votes may be cast in person or by proxy. Proxies may be made by any person entitled to vote. They shall be valid only for the particular meeting designated and must be filed with the Secretary before the appointed time of the meeting.

(g) Unless a higher percentage is required under the Act, the Master Deed, the Articles of Incorporation, and these Bylaws, a majority of the dwelling owners is required to adopt decisions.

(h) The President, or in his absence, the Vice President shall preside over meetings of the owners.

5. Board of Directors. (a) The affairs of the Association shall be managed by a board of not more than 5 directors, the exact number to be determined at the time of election. All directors at all times of service must be owners and residents of the condominium, or officers or employees of the developer. Directors' fees, if any, shall be determined by the members.

(b) Election of directors shall be conducted at the annual members' meeting. Additional nominations for directorships and directors may be made from the floor. The election shall be by a plurality of the votes cast, each person voting being entitled to cast his votes for each of as many nominees as there are vacancies to be filled. There shall be no cumulative voting.

(c) Except as to vacancies provided by removal of directors by members, vacancies in the Board of Directors occurring between annual meetings of members shall be filled by the remaining directors.

(d) Any director may be removed by concurrence of the majority of the votes of the entire membership at a special meeting of the members called for that purpose. The vacancy in the Board of Directors so created shall be filled by the members of the Association at the same meeting.

(e) Until the Developer has completed and sold all of the dwellings of Phase I and any future phases hereof as provided in paragraph 3(e) of this Master Deed or until the Developer elects to terminate its control of the condominium, whichever shall first occur, three of the five directors shall be selected and removed by the Developer notwithstanding any provisions of these Bylaws to the contrary.

(f) The term of each director's service shall extend until the next annual meeting of the members and thereafter until his successor is duly elected and qualified or until he is removed in the manner elsewhere provided.

6. Directors' meetings. (a) The organization meeting of a newly-elected Board of Directors shall be held within ten days of its election at such place and time as shall be fixed by the directors at the meeting at which they were elected, and no further notice of the organization meeting shall be necessary providing a quorum shall be present.

(b) 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 directors. Notice of regular meetings shall be given to each director, personally or by mail, telephone, or telegraph at least three days prior to the day named for such meeting.

(c) Special meetings of the directors may be called by the President and must be called by the Secretary at the written request of one-third of the directors. Notice of the meeting shall be given personally or by mail, telephone, or telegraph at least three days prior to the day named for such meeting, which notice shall state the time, place, and purpose of the meeting.

(d) Any director may waive notice of a meeting before or after the meeting and such waiver shall be deemed equivalent to the giving of notice.

(e) A quorum at directors' meetings shall consist of a majority of the entire board of directors. The acts approved by a majority of those present at a meeting at which a quorum is present shall constitute the acts of the Board of Directors, except where approval by a greater number of directors is required by the Master Deed, the Articles of Incorporation, or these Bylaws. If at any meeting of the Board of Directors less than a quorum is present, the majority of those present may adjourn the meeting from time to time until a quorum is present. Any adjourned meeting any business which might have been transacted at the meeting as originally called may be transacted without further notice. The joinder of a director in the action of a meeting by signing and concurring in the minutes thereof

shall constitute the presence of such director for the purpose of determining a quorum.

(f) The presiding officer of directors' meetings shall be the Chairman of the Board if such an officer has been elected, or if not, the President shall preside. In the absence of the presiding officer, the directors present shall designate one of their number to preside.

7. Powers and duties of the board of directors. All of the powers and duties of the Association existing under the Act, the Master Deed, the Articles of Incorporation, and these Bylaws shall be exercised exclusively by the Board of Directors, its agents, contractors, or employees, subject only to approval by dwelling owners when such is specifically required. Compensation of employees of the Association shall be fixed by the directors. A director may be an employee of the Association, and a contract for management of the condominium may be entered into with a director.

(a) The affairs of the Association shall be administered by officers elected by the Board of Directors at its first meeting following the annual meeting of the members of the Association, which officers shall serve at the pleasure of the Board of Directors.

(b) The executive officers of the Association shall be a President who shall be a director, a Vice President, who shall be a director, a Treasurer, and a Secretary, all of whom shall be elected annually by the Board of Directors and who may be removed by vote of the directors at any meeting. Any person may hold two or more offices except that the President shall not also be the Secretary. The Board of Directors may from time to time elect other officers to exercise such powers and duties as the Board shall find to be required to manage the affairs of the Association. Compensation of officers shall be fixed by the Board of Directors.

(c) The President shall be the chief executive officer of the Association. He shall have all of the powers and duties which are usually vested in the office of president of an association, including but not limited to the power to appoint committees from among the members from time to time, as he may in his discretion determine appropriate, to assist in the conduct of the affairs of the Association.

(d) The Vice President shall in the absence or disability of the President exercise the powers and perform the duties of the President. He shall also generally assist the President and exercise such other powers and perform such other duties as shall be prescribed by the directors.

(e) The Secretary shall keep the minutes of all proceedings of the directors and the members. He shall attend to the giving and serving of all notices to the members and directors and other notices required by law. He shall keep the records of the Association except those of the Treasurer, and shall perform all other duties incident to the office of Secretary of an association and as may be required by the directors or the President.

(f) The treasurer shall have custody of all property of the Association, including funds, securities, and evidences of indebtedness. He shall keep the books of the Association in accordance with good accounting practices and shall perform all other duties incident to the office of Treasurer.

8. Indemnification. Every director and every officer of the Association shall be indemnified by the Association against all expenses and liabilities, including counsel fees, reasonably incurred by or imposed upon him in connection with any proceeding to which he may be a party, or in which he may become involved, by reason of his being or having been a director or officer of the Association, or any settlement thereof, whether or not he is a director or officer at the time such expenses are incurred, except in such cases herein the director or

officer is adjudged guilty of willful misfeasance or malfeasance in the performance of his duties; provided that in the event of a settlement the indemnification herein shall apply only when the Board of Directors approves such settlement and reimbursement as being for the best interest of the Association.

9. Budget. The Board of Directors shall adopt a budget for each calendar year which shall include the estimated funds required to defray common expenses. Copies of the budget and proposed assessments shall be transmitted to each member on or before December 1 preceding the year for which the budget is made. If the budget is subsequently amended, a copy of the amended budget shall be furnished to each member.

10. Assessments. (a) Assessments against the dwelling owners for their shares of the items of the budget shall be made on or before December 20 preceding the year for which the assessments are made. Such assessments shall be due in equal monthly installments beginning on the first day of January of the year for which the assessments are made. If an annual assessment is not made as required, an assessment shall be presumed to have been made in the amount of the last prior assessment. In the event the annual assessment proves to be insufficient, the budget and assessments therefor may be amended at any time by the Board of Directors.

(b) If a dwelling owner shall be in default in the payment of an installment upon an assessment, the Board of Directors may accelerate the remaining installments of the assessment upon notice thereof to the dwelling owner, and thereupon the unpaid balance of the assessment shall come due upon the date stated in the notice, but not less than ten days after delivery thereof to the dwelling owner, or not less than 20 days after the mailing of such notice to him by registered or certified mail, whichever shall first occur.

(c) Assessments for common expenses of emergencies which cannot be paid from the annual assessments for common expenses shall be made only after notice of the need therefor to the dwelling owners concerned. After such notice and upon approval in writing by persons entitled to cast more than one-half of the votes of the dwelling owners concerned, the assessment shall become effective, and it shall be due after 30 days' notice thereof in such manner as the Board of Directors may require.

(d) Fidelity bonds shall be required by the Board of Directors from all persons handling or responsible for Association funds. The amount of such bonds shall be determined by the directors, but shall be at least one-half of the amount of the total annual assessments against members for common expenses. The premiums on such bonds shall be paid by the Association.

11. Parliamentary rules. Roberts' Rules of Order (latest edition) shall govern the conduct of Association meetings when not in conflict with the Declaration, the Articles of Incorporation or these Bylaws.

12. Amendments. These Bylaws may be amended in the following manner:

(a) Notice of the subject matter of a propose amendment shall be included in the notice of any meeting at which a proposed amendment is considered.

(b) A resolution adopting a proposed amendment may be proposed by either the Board of Directors or by the members of the Association. Directors and members not present in person or by proxy at the meetings considering the amendment may express their approval in writing, providing such approval is delivered to the Secretary at or prior to the meeting. Except as elsewhere provided, such approvals must be by at least 75% of the votes of the entire membership of the Association; or by at least 80% of the votes of the entire membership of the

Association. Until the first election of directors, all directors must approve any amendment.

(c) No amendment shall discriminate against any dwelling owner or against any dwelling or class or group of dwellings unless the dwelling owners so affected shall consent. No amendment shall change any dwelling nor the share in the common elements appurtenant to it, not increase the owner's share of the common expenses, nor change the voting rights of members, unless the record owner of the dwelling concerned and all record owners of liens thereon shall join in the execution of the amendment.

(d) A copy of each amendment shall be certified by the President and Secretary of the Association as having been duly adopted and shall be effective when recorded in the Register's Office of Knox County, Tennessee.

The foregoing were adopted as the Bylaws of the Westlands Association, a corporation not for profit under the laws of the State of Tennessee, at the first meeting of the Board of Directors on 22 September, 1978.

Robert C. Parrott, President

Approved:

Tom Pace, III, Secretary

ADDENDUM TO THE BY-LAWS OF THE
WESTLANDS HOMEOWNERS ASSOCIATION, INC.

Games of all sorts would end in chaos if we didn't have rules and regulations and officials to help us follow them. Such is the situation at the Westlands with a Board of Directors to aid us in making it the finest place to live in Knoxville.

These rules are made for your benefit and each owner is obligated to understand and abide by them.

1. Signs – Advertising – Soliciting

1. No signs, notices or advertising shall be posted.
2. No soliciting is permitted on the premises.

2. Pets –

1. All pets must be on a leash and under control of their owners.
2. If an owner permits his pet to run loose, he will be subject to a warning and fine.
3. Please exercise your pets in an area not heavily used and not in your neighbor's yard.
4. Pets are NOT allowed in Pool or Clubhouse area.
5. It is the recommendation of the Board of Directors to discourage ownership of pets. Cluster living is not conducive to animal ownership.

3. Swimming Pool –

1. Residents and their guests may use the pool. Guest must be accompanied by the resident.
2. Users must wear swim suits – not cutoffs.
3. No glass containers are permitted in pool area.
4. No pushing, running or ducking permitted.
5. Since no lifeguard will be on duty, Westlands Condominium Association will not be responsible for accidents in pool area.

6. Use ash trays for cigarettes and trash cans for other objects.
 7. Children under 18 years old must be accompanied by an adult.
 8. Foot wear must be worn going to and from pool area.
 9. Residents are responsible for all actions of their guests.
4. Clubhouse –
1. Residents and their guests may use the clubhouse; however, any guest must be accompanied by the owner while on the premises.
 2. All requests for the use of the clubhouse must be directed to the management one week prior to use.
 3. All cleanup will be the responsibility of the resident using the facilities.
 4. Any damage to the furniture, floor or the clubhouse premises will be at the expense of the resident using the facility.
 5. All residents will be responsible for the action of their guests.
 6. No business meetings or business social events will be permitted.
 7. The clubhouse will be locked from 8:00pm to 8:00am except for the rear entrance to rest and exercise rooms. Keys may be obtained by residents from guards to obtain entrance at any time.
5. Tennis Courts -
1. Only owners and their guests are permitted to use courts and guest must be accompanied by an owner.
 2. If courts are in use and people are waiting, courts will be surrendered after one (1) and one half (1/2) hours.
6. Speed Limits –
1. 20 mph is the maximum speed limit on the premises.
 2. The security guards will inform all visitors at the gate about speed limits and stop all persons exceeding the speed limits. Repeated violators of the speed limits will result in a warning from the Board of Directors and fines if repeated.

3. If self control on speed limits is not successful, speed breaks will have to be considered.

7. Security Guards –

1. Guards will physically check all visitors, trades people, etc., entering the Westlands. Guards will telephone residents when in doubt.

2. All residents will have a decal placed on lower left corner of windshield for guard identification.

3. Guards will initiate frequent tests of alarm systems to insure proper working order of panel and residents' systems.

4. If resident's alarm is tripped the guard will investigate alarm source and then take appropriate action.

5. If your alarm is tripped accidentally, call guard immediately.

6. If you are leaving your residence for any period of time, please notify office and guard service and make arrangements for keys to enter your house and control alarm system. Fire is always a possibility and some positive plan should be initiated.

7. Guards have authority to stop, warn and report any and all violations.

8. Maintenance –

1. Maintenance personnel will furnish parts and perform routine maintenance within their capabilities. Any requests not within their capabilities will be arranged with private contractors of your own choice. Recommendations to secure reputable firms and quality work.

2. Parts and labor furnished by Westlands maintenance personnel will be billed to each resident with parts at cost and labor by the hour at a fixed rate.

3. The Homeowners Association will be responsible for all exterior maintenance including the roof of each residence.

4. Maintenance of lawns, landscaping, trees, etc., on common elements. The Association will maintain all landscaping planted by the developer or the Association. All landscaping by residents will be submitted to the Association for prior approval. All landscaping done by residents will then be the responsibility of the resident.

9. Fire and Other Emergencies –

1. If you have a fire use your fire extinguisher. If you do not have one – buy them. One in kitchen, one in garage, and one upstairs or downstairs.
2. Call the Fire Department at 911 or 522-7101 and then notify security guard at 588-8844.
3. Have someone meet the fire engine at the street entrance. Same with an ambulance. In any emergency call 911.
4. If you observe smoke or fire in adjacent units call the fire department.

10. Spare Cars, Boats, Trailers, Recreation Vehicles, etc. –

1. If you cannot park them in your garage, we suggest you arrange for off premise storage. We should not use our streets or our limited parking spaces for items of this type. This does not pertain to overnight or weekend parking of guests and their vehicles.

11. Trash, Garbage, Leaves, etc. –

1. All garbage must be in plastic bags and placed in underground containers. All other items for disposal should be in bags or boxes in garbage area on pick-up day, before 8:00am or notify office for pick-up by Westlands personnel at other times.

12. Enforcements –

1. When a complaint is filed or a rule is broken, the management agent will contact the unit owner concerning the complaint. It is hoped the problem will be resolved at this point.
2. The Board of Directors has the right to levy fines that they feel appropriate for any and all infractions.
3. All Maintenance Fees are DUE ON THE FIRST DAY OF THE MONTH. A grace period of 10 days will be allowed after which a PENALTY OF \$10.00 PLUS \$1.00 PER DAY WILL BE CHARGED UNTIL THE FEE IS PAID.

THE WESTLANDS

CONTACTS

The Westlands Condominium property is managed by:

HOA MANAGEMENT
120 SUBURBAN ROAD, SUITE 103, KNOXVILLE, TN 37923
P O BOX 32627, KNOXVILLE, TN

The agent may be contacted for further information:

ATTN: PATRICIA AXLEY, AGENT
patriciaaxley@hoamanagementcorp.com