

This document represents the Official ByLaws of Gardens RV Village Homeowners Association, Inc., containing all revisions to these documents, up to and including the fifth amendment.

**FIFTH AMENDMENT TO THE BYLAWS OF
GARDENS RV VILLAGE HOMEOWNERS ASSOCIATION, INC.**
(As Amended by Vote of Homeowners in October 2008)

**ARTICLE I
NAME AND LOCATION**

The name of the corporation is **GARDENS RV VILLAGE HOMEOWNERS ASSOCIATION, INC.**, hereinafter referred to as the "Association". The principal office of the corporation shall be located at 133 Gardens Drive, Crossville, Tennessee 38555, but meetings of members and directors may be held at such places within the State of Tennessee as may be designated by the Board of Directors.

**ARTICLE II
DEFINITIONS**

Section 1. "Association" shall mean and refer to **GARDENS RV VILLAGE HOMEOWNERS ASSOCIATION, INC.**, a not for profit corporation organized and maintained under the laws of the State of Tennessee, its successors and assigns.

Section 2. "Properties" shall mean and refer to the real property and such additions thereto as may hereafter be brought within the jurisdiction of the Association by Declarant.

Section 3. "Common Area" shall mean all real property (including the improvements thereto) owned by the Association for the common use and enjoyment of the owners.

Section 4. "Lot" shall mean and refer to any plot of land, improved or unimproved, shown upon any recorded subdivision map of the Properties with the exception of Common Area(s) or Limited Common Area(s). "Lots" shall include unimproved lots, and lots upon which Townhomes have been constructed.

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

Section 6. "Declarant" shall mean and refer to Gardens, Inc., its successors and assigns, if such successors or assigns should acquire more than one undeveloped Lot from the Declarant for the purpose of development.

Section 7. "Declaration" shall mean and refer to the Declaration of Covenants, Conditions, and Restrictions applicable to the Properties recorded in the Register's Office of Cumberland County, Tennessee.

Section 8. "Member" shall mean and refer to those persons entitled to membership as provided in the Declaration.

Section 9. "Limited Common Area" shall mean and include those common areas which are reserved for the use of a certain Lot or Lots to the exclusion of other Lots.

Section 10. "Board of Directors" shall mean the governing Board of the Association, duly elected or appointed pursuant to the Declaration, the Articles of Incorporation and these Bylaws of the Association.

**ARTICLE III
MEETING OF MEMBERS**

Section 1. **Annual Meetings.** The annual meeting shall be held on the first Saturday in May at 10:00

o'clock, A.M.

Section 2. Special Meetings. Special meetings of the members may be called at any time by the president or by the Board of Directors, or upon written request of the members who are entitled to vote one-tenth (1/10th) of all of the votes of the membership.

Section 3. Notice of Meetings. Written notice of each meeting of the members shall be given by, or at the direction of, the secretary or person authorized to call the meeting, by mailing a copy of such notice, postage prepaid, at least thirty (30) days before such meeting to each member entitled to vote thereat, addressed to the member's address last appearing on the books of the Association, as supplied by such member to the Association for the purpose of notice. Such notice shall specify the place, day, and hour of the meeting, and in the case of a special meeting, the purpose of the meeting.

Section 4. Quorum. The presence at the meeting of members entitled to cast, or of proxies entitled to cast, one-tenth (1/10th) of the votes of the membership shall constitute a quorum of 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 any meeting, the members entitled to vote thereat shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum as aforesaid shall be present or be represented.

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

Section 6. Conduct of Meetings. All membership meetings shall be conducted in a manner consistent with generally accepted procedures of parliamentary procedure.

Section 7. Minutes. Minutes shall be recorded at all meetings and available for review by members within thirty (30) days after a meeting, in draft, summary or final form. Members are to receive the minutes either by postal mailing, electronic mailing, or personal delivery.

ARTICLE IV **BOARD OF DIRECTORS - SELECTION - TERM OF OFFICE**

Section 1. Number. The affairs of this Association shall be managed by a Board of seven (7) directors who shall be members of the Association.

Section 2. Term of Office. At each annual meeting the members shall elect a director or directors to fill the expired term of any director or directors.

Directors shall serve staggered three (3) year terms. At the expiration of the term of office of each director, his or her successor shall be elected to serve a term of (3) years. The directors shall hold office until their successors have been elected and hold their first meeting.

Section 3. Removal. Any director shall be removed from the Board, with or without cause, when his or her removal is approved by a majority vote of the members of the Association. Any director whose removal is proposed shall be given the opportunity to address the membership concerning his or her removal at a meeting called for such purpose before the vote for removal.

In the event of death, resignation, or removal of a director, his or her successor shall be selected by the remaining members of the Board and shall serve for the unexpired term of his or her predecessor. The Board shall select as successor, with the consent thereof, the individual receiving the highest number of votes for election to the Board at the previous annual meeting who was not selected. If that individual does not consent to serve, the Board shall regressively select individuals by number of votes received until consent to serve is attained. If no individuals who ran for the Board consent to serve, the Board may then select any member who consents to serve.

Section 4. Compensation. No director shall receive compensation for any service he may render to the Association. However, any director may be reimbursed for his actual expenses incurred in the performance of official duties, providing the expenses are budgeted or have been approved prior to expenditure by the Board of Directors.

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

ARTICLE V **NOMINATION AND ELECTION OF DIRECTORS**

Section 1. Nomination. Nomination for election to the Board of Directors shall be made by a Nominating Committee. The Nominating Committee shall consist of a Chairman, who shall be a member of the Board of Directors, and two or more members of the Association. The Nominating Committee shall be appointed by the Board of Directors at least 180 days prior to each annual meeting of the members, to serve until the close of the annual meeting. The Nominating Committee shall make as many nominations for election to the Board of Directors as it shall, in its discretion, determine, but not less than the number of vacancies that are to be filled. All nominees shall be members of the Association.

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

A vote for a nominated director may be cast by a member by mail on a ballot forwarded by the Board to the member at least 30 days prior to the annual meeting, provided such ballot is received by the Board or the secretary prior to or at the annual meeting.

ARTICLE VI **MEETINGS OF DIRECTORS**

Section 1. Regular Meetings. Regular meetings of the Board of Directors shall be held monthly without notice, at such place and hour as may be fixed from time to time by resolution of the Board. Should said meeting fall upon a legal holiday, then that meeting shall be held at the time on the next day which is not a legal holiday. If any rescheduling occurs by necessity, notice shall be given to each director at least 72 hours prior to the rescheduled meeting, personally or by telephone or by electronic mail. Notice of rescheduled meetings shall be posted for the members at least 72 hours prior to the meeting time.

Section 2. Special Meetings. Special meetings of the Board of Directors shall be held when called by the President of the Association, or by any two directors, after not less than three (3) days' notice to each director. Notice of special meetings shall be posted for the members at least 72 hours prior to the meeting time.

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

Section 4. Meetings Open to Members. All regular and special meetings of the directors shall be open to all members of the Association; provided, however, that members who are not directors may not participate in any deliberation or discussion unless specifically authorized or requested by the Board. Minutes of the meetings shall be provided pursuant to Article III, Section 7 of these Bylaws.

Section 5. Executive Session. The Board may, with the approval of a majority of a quorum of the directors, adjourn a meeting and reconvene in executive session to discuss and vote upon personnel matters, litigation or pending litigation, matters within attorney/client privilege, and/or matters of a particularly sensitive nature involving rights to confidentiality or privacy including requests by homeowners for "closed session" hearings where appropriate, provided the general nature of the business to be

considered in executive session is first announced in open session. Minutes of these sessions shall be provided pursuant to Article III, Section 7 of these Bylaws.

ARTICLE VII
POWERS AND DUTIES OF THE BOARD OF DIRECTORS

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

- (a) adopt, publish and enforce rules and regulations governing the use of the Common Area and facilities, and road right-of-way in coordination with the City of Crossville, Tennessee, and the personal conduct of the members and their guests thereon, and to establish penalties for the infraction thereof;
- (b) suspend the voting rights and right to use the association structures and recreational facilities of a member during any period in which such member shall be in default in the payment of any assessment levied by the Association or in violation for any infraction of its governing documents, published rules and regulations. Such rights may also be suspended after notice and hearing, for a period not to exceed sixty (60) days;
- (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;
- (d) declare the office of a member of the Board of Directors to be vacant in the event such member shall be absent from four (4) consecutive regular meetings of the Board of Directors;
- (e) employ a manager, an independent contractor, or such other employees as they deem necessary, and to prescribe their duties;
- (f) levy, collect and enforce assessments by any means provided in the Declaration and by Tennessee law;
- (g) sue others, in the name of the Association, and sue members to collect delinquent assessments or cure a violation of any restrictions, covenants, conditions, rules or regulations of the Association, where deemed advisable or necessary;
- (h) take whatever action in the Board's discretion is necessary to discharge any lien against the Common Area or Association structures;
- (i) change the location of the principal office for business to a different location if deemed advisable by a majority of the board;
- (j) borrow money for the purpose of improving the Common Area properties and facilities with the approval by vote of the Association Members according to Article IV, Section 4, of the Declaration; and
- (k) participate in mergers and consolidations with other nonprofit corporations organized for the same purposes or annex additional residential property and Common Area, provided that any merger, consolidation or such annexation shall have the assent of two-thirds (2/3) of the votes of the Association members.

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 at any special meeting when such statement is requested in writing by one-fourth (1/4th) of the members who are entitled to vote;
- (b) supervise all officers, agents, and employees of this Association, and to see that their duties are properly performed;

(c) as more fully provided in the declaration, to:

(1) fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period;

(2) send written notice of each annual assessment to every Owner subject thereto at least thirty (30) days in advance of each annual assessment period; and of each special assessment, at least forty-five (45) days in advance of its due date; and,

(3) foreclose the lien against any property for which assessments are not paid within thirty (30) days after due date or to bring an action at law against the owner personally obligated to pay the same.

(d) issue, or to cause an appropriate officer to issue, upon demand by any person, a certificate setting forth whether or not any assessment has been paid. A reasonable charge may be made by the Board for the issuance of these certificates. If a certificate states an assessment has been paid, such certificate shall be conclusive evidence of such payment;

(e) procure and maintain adequate liability and hazard insurance on property owned by the Association;

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

(g) cause the Common Area and Association Structures to be maintained as provided more fully in the Declaration; and

(h) cause all taxes and assessments against the property of the Association which are or could become a lien on the Common Area or Association Structures to be paid when due.

ARTICLE VIII **OFFICERS AND THEIR DUTIES**

Section 1. Enumeration of Offices. The officers of this Association shall be a president and vice-president, who shall at all times be members of the Board of Directors, a secretary, and a treasurer who need not be members of the Board of Directors, 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 period, have such authority, and perform such duties as the Board may, from time to time, determine.

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

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

Section 7. Multiple Offices. The office 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, deeds, and other written instruments of the Association.

(b) **Vice-President.** The vice-president shall act in the place and stead of the president in the event of his or her absence, inability or refusal to act, and shall exercise and discharge such other duties as may be required of him or her 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; keep the corporate seal of the Association and affix it on all papers requiring said seal; serve notice of meetings of the Board and of the members; keep appropriate current records showing the members of the Association together with their addresses, and shall perform such other duties as required by the Board.

(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 co-sign all promissory notes of the Association; keep proper books of account; cause an annual audit of the Association books to be made at the completion of each fiscal year; and, shall prepare an annual budget and a statement of income and expenditures to be presented to the membership at its regular annual meeting, and deliver a copy to each of the members. If the Association engages the services of a CPA or managing agent to undertake any of these tasks, the treasurer shall oversee those specific duties delegated to such person or entity.

Section 9. Compensation. The duly appointed Secretary and Treasurer, whether Board members or not, will be compensated by waiving the Base Annual Assessment fee for their lot the year they hold the office. No other compensation will be granted except they may be reimbursed for their actual expenses incurred in the performance of official duties, providing the expenses are budgeted or have been approved prior to expenditure by the Board of Directors.

ARTICLE IX **COMMITTEES**

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

ARTICLE X **BOOKS AND RECORDS**

The books, records, and papers of the Association shall at all times, during reasonable business hours, be subject to inspection by any member. The Declaration, the Articles of Incorporation, and the 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 XI **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 interest from the date of delinquency at the rate of ten (10%) percent per annum, and the Association may bring an action at law

against the Owner personally obligated to pay the same or foreclose the lien against the property, and interest, costs, and reasonable attorney's fees of any such action shall be added to the amount of such assessment. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his or her Lot. In the event of the foreclosure of the lien, the Owner waives all statutory, legal, and equitable rights of redemption.

ARTICLE XII **FINANCES**

Section 1. Depositories. The funds of the Association shall be deposited in such banks and depositories as may be determined by the Board of Directors from time to time upon resolutions approved by the Board of Directors, and shall be withdrawn only upon checks signed and demands for money drawn by such officer or directors of the Association as may be designated by the Board of Directors. Obligations of the Association, including checks drawn against bank accounts, shall be signed by at least two (2) officers or directors of the Association; or by the Treasurer alone for routine and normal expenditures if no other authorized signatories are available; provided, however, that the provisions of any Management Agreement between the Association and a Management Firm relative to the subject matter in this Section shall supersede the provisions hereof.

Section 2. Fidelity Bonds. The Treasurer and all officers who are authorized to sign checks, and all officers and employees of the Association, and any contractor handling or responsible for Association funds may be bonded in such amount as may be determined by the Board of Directors. The premiums on such bonds shall be paid by the Association. The bond shall be in an amount sufficient to equal the monies an individual handles or has control of via a signatory or a bank account or other depository account.

Section 3. Fiscal Year. The fiscal year of the Association shall begin on the first day of April and end on the 31st day of March every year.

Section 4. Assessment Period. The annual assessment period of the Association shall run every year concurrent with the fiscal year of the Association.

ARTICLE XIII **INDEMNIFICATIONS**

The Association shall indemnify every Administrator, every Director, every officer, and the respective heirs, executors, and administrators of each, and the Management Firm against all loss, cost, and expenses reasonably incurred in connection with any action, suit or proceeding to which such may be made a party by reason of his or her being or having been an Administrator, Director, or officer of the Association. A copy of the Rules and Regulations adopted from time to time as herein provided shall from time to time be posted in a conspicuous place and/or copies of same shall be furnished to each member.

ARTICLE XIV **LIABILITY SURVIVES TERMINATION OF MEMBERSHIP**

The termination of ownership and membership in the Association shall not relieve or release any such former owner or member from any liability or obligations incurred under or in any way connected with the Association during the period of such ownership and membership, or impair any rights or remedies which the Association may have against such former owner and member arising out of or in any way connected with such ownership and membership, and the covenants and obligations incident thereto.

ARTICLE XV **LIMITATION OF LIABILITY**

Notwithstanding the duty of the Association to maintain and repair parts of the Common Areas and Association Structures, the Association, its contractors, and employees shall not be liable for injury or damage caused by a latent condition in the Common Areas and Association Structures, nor for injury or damage caused by acts of God or by other Owners or persons or entities.

ARTICLE XVI
CORPORATE SEAL

The Association may have a seal in circular form having within its circumference the words: **"Gardens RV Village Homeowners Association, Inc."** However, no seal is required by the Association.

ARTICLE XVII
AMENDMENTS

Section 1. These Bylaws may be amended, at a regular or special meeting of the members, by a vote of a majority of a quorum present in person or by proxy.

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

Section 3. The Board of Directors may, by a two-thirds (2/3) majority of the entire Board, at any regular meeting of the Board, or at any duly called special meeting, amend these Bylaws, including Bylaws adopted by the members; provided, however, that such action is not in contravention of law, or the Declaration, and provided further, that the members may from time to time specify particular provisions of these Bylaws which shall not be amended by the Board of Directors.

Section 4. Any amendment made in accordance with either Section 1 or Section 3 above, shall be recorded in the Register's Office of Cumberland County, Tennessee.

ARTICLE XVIII
DELEGATION OF USE

Any Owner may delegate his or her rights of enjoyment to the Common Area, Association Structures, and recreational facilities to family members, tenants, or contract purchasers who reside on the Owner's Lot; however, the Lot Owner shall be responsible to take whatever steps are necessary to assure the residents comply with the rules and regulations of the Association. Where such rights are delegated to tenants or a contract purchaser, said Owner waives rights to use the Common Area, Association Structures, and recreational facilities for the period of time so delegated. Owners shall notify the secretary of the Association whenever such rights are delegated, and to whom they are delegated, whenever such rights are delegated, and to whom they are delegated, and the relationship between Owner and said party. Even delegated, the rights are subject to suspension as stated in Article VII, Section 1(b) of these Bylaws.