

BYLAWS

V121316

BYLAWS FOR THE BELLEAU WOODS HOMEOWNERS' ASSOCIATION

ARTICLE I

NAME

[what we are and what we call ourselves]

The following provisions shall constitute the ByLaws of BELLEAU WOODS HOMEOWNERS' ASSOCIATION, INC. (the "ByLaws"), an IRS 503c4 not-for profit corporation (the "Association") which shall, along with the provisions of the Covenants and adopted by the Board of Directors of the Association (the "Board"), govern the administration of the Single Family Dwelling ("Dwelling Unit") owners and owners of lots for which a building permit has been issued ("Lot") in BELLEAU WOODS, a residential neighborhood development (the "Development"). The terms in these Bylaws (unless otherwise defined) shall have the same meaning as the terms defined in the Covenants for Belleau Woods.

ARTICLE II

OFFICES

8482 Pershing
Chattanooga, Tn 37421

ARTICLE III

PURPOSES

[what we are trying to do and why]

The purposes of this Association shall be to provide for the establishment of a residents' association for the government of the Dwelling Units and Lots of the Development in the manner provided by the Bylaws and Covenants. Nothing in this document contradicts the Belleau Woods Covenants in force until Jan. 1st 2020 with extensions. These Bylaws will survive in conjunction with the Covenants, which will remain in force as part of these Bylaws. The aims of this Association are to be carried out through any and all lawful activities, including others not specifically stated in the existing Covenants or these Bylaws but incidental to the stated aims and purposes; provided that any such activity or contribution shall conform to any applicable restrictions or limitations set forth in the Covenants or which are imposed on real estate homeowners' associations by the Internal Revenue Code of 1986 and the regulations thereunder, as presently enacted or as they may hereafter be amended or supplemented. All present or future owners or tenant, or their employees, or any other person who might use the facilities in Belleau Woods in any manner, shall be subject to the covenants, and all members of the Association shall be subject to the provisions or regulations contained in these Bylaws, as may be amended from time to time, shall be subject to any restriction, condition or regulation hereafter adopted by the Association.

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ARTICLE IV ASSOCIATION

[who can join and who cannot]

4.01 Membership. Every person or entity who is a record Owner of a fee simple interest or an undivided fee simple interest in any Dwelling Unit or lot for which a building permit has been issued which is subject to the Covenants may become a Member of the Association, upon written request, payment of dues and assessments, and submission of house plans, provided that any such person or entity who holds such title or interest merely as a security for the performance of an obligation shall not be able to become a Member of the Association.

4.02 Application and obligation for membership.

- (a) All homeowners and resident tenants are eligible for membership in the Association and are encouraged to join so to ensure that all community voices are heard equally. All applications for membership shall be made on forms prescribed and furnished by the Board of Directors.
- (b) Annual dues shall be determined from time to time by the Board of Directors. The membership fee at present shall be \$30 per year. This sum is payable upon application. Dues may be increased from time to time by the Board of Directors. Dues once paid are nonrefundable.
- (c) Membership may be terminated in the following manner:
 - (1) Moving out of Belleau Woods
 - (2) By 2/3 vote of all members of the Board of Directors for any reason.
 - (3) By voluntary resignation given in writing to the Board of Directors
 - (4) By failure to pay indebtedness to the Association within 30 days after written notice delivered. However, they may apply for reinstatement by payment of all back dues.

4.03 Voting Right. Members owning Dwelling Units and current in their dues, shall have one vote per lot owned. However, no person shall have more than two votes no matter how many units or lots they own. If co-owners disagree as to the vote, their vote shall be equally split.

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ARTICLE V THE BOARD OF DIRECTORS

[who they are and how they are picked]

5.01 Board of Directors. Subject to Section 5.12 here below (The Election of Officers), the administration of the Property on behalf of the Association shall be conducted by the Board of Directors ("Board"), which shall be elected from those nominated by the membership current in their annual dues.

5.02 Election of Directors. The first election will be made no later than April 30, 2016 from the names suggested by all members nominated by members current in their annual dues. All nominations must be of property owners current in their annual dues and living in their property in Belleau Woods. Nominations will be made before April 1, 2016 and published in **The Belleau Woods Times**, newsletter delivered to all residents, made available on the **Belleau Woods Neighborhood** Facebook page and via the **Belleau Woods GoogleGroup** BW32741@GoogleGroups.com

After the first election on an annual basis, the Board will form a nominating committee (none of whom can be members of the Board) for each annual election and publish the nominations by April 1st each year.

5.03 Term: Members of the Board shall serve a term of one (1) year or two (2) years. All Board members may serve until their respective successors are duly elected and qualified, or until their death, resignation or removal.

5.04 Resignation and Removal: Any member of the Board may resign at any time by giving written notice to the President or remaining Board members. Any members of the Board can be removed by a 2/3 majority affirmative vote of Board members who are in compliance with the Bylaws, Covenants or Rules and Regulations and Dues, in attendance who are at the annual meeting or special meeting called for such purpose.

5.05 Compensation: The members of the Board shall receive no compensation for their services. All Board members will state any conflict of interest they may have on any vote and not be in the room when a vote is taken. Board members will be allowed to be reimbursed for reasonable Out-of-Pocket expenses incurred by them in the performance of their duties.

5.06 Powers and Authority of the Board: The Board, for the benefit of the Development and the Association, shall enforce the provision of the Covenants, these Bylaws, and may make and enforce the Rules and Regulations governing the Development. Common Expenses are expenses that are to be divided and assessed equally between each member of the Association. Subject to any provisions herein, the Board shall have the power and authority to acquire and pay for the following, which shall be deemed Common Expenses of the Association.

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A. To approve and pay all reasonable expenses relating to the upkeep and maintenance of the Belleau Woods entrance and common area landscaping as from time to time be required.

B. To approve and pay any services necessary or advisable in the operation of the Property and the enforcement of the Covenants, these Bylaws, and Rules and Regulations made pursuant thereto.

5.07 Additional Powers of the Board: The Board shall have the right to acquire, operate, lease, manage, mortgage and otherwise trade and deal with Common Properties as may be necessary or convenient. Upon acquisition of any Common Properties, the Board shall make any rules and regulations necessary regarding the government of said Common Properties and payment of any expenses related thereto. The Board or any agents of the Owners and as such shall manage, allocate and expend money received from the Owners in a manner consistent with such agent's relationship and in conformity with the Covenants, these Bylaws and the Rules and Regulations. The Board, when necessary under certain circumstances and requirements to add a special assessment to all members, to cover costs of work required for maintenance of grounds and facilities common to all members. The Board as a group, may assign volunteer residents other specific functions as they see from time to time will benefit of the Association.

5.08 Meetings of the Board: Shall be held at such places within the City limits of Chattanooga that the Board shall determine. 50% of the Board members plus one shall constitute a quorum. Therefore 3 out of 5 shall constitute a quorum. Meetings of the Board shall be chaired by the President of the Association and the minutes shall be recorded by the Secretary of the Association, whether said Secretary is a member of the Board or not. In the event of a tie, the President shall have a tiebreaker vote. The Board shall annually elect all of the officers set forth in Section 6.05 hereof. The meeting for the election of officers shall be held at a meeting of the Board to be held immediately following the annual meeting of the Association. Any action required to be or which may be taken by the Board may be taken without a meeting of the Board pursuant to a written consent, setting forth the action taken, signed by all members of the Board.

5.09 Special Meetings: Special meetings may be called by the President or any three (3) Board members.

5.10 Notice of Meetings: Regular meetings of the Board may be held without call or notice. The person or persons calling a special meeting of the Board shall, at least ten (10) days before the meeting, give notice thereof by any usual means of communication. No meeting shall be restricted in topics covered.

5.11 Waiver of Notice: Any member of the Board may, at any time, waive notice of any meeting of the Board in writing, and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a member of the Board at any meeting thereof shall constitute a waiver of notice of such meeting unless a Board member attends the meeting for the express purpose of objecting to the transaction of any business because the meeting was not lawfully called and does so object by delivering a written document to that effect.

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5.12 Notice of Election: The Secretary of the Association shall execute and, where desirable, acknowledge and record a certificate stating the names of all of the members of the then Board, provided, that, in the event of the disability or other incapacity of the Secretary, the President of the Association shall be empowered to execute the aforesaid certificate. The certificate shall be conclusive evidence thereof in favor of all persons who rely thereon in good faith.

5.13 Fiscal Year. The fiscal year of the Association shall begin on July 1st.

5.14 Special Committees. The Board, by resolution duly adopted, may designate one or more special committees, each committee to consist of two (2) or more Owners appointed by the Board, which, to the extent provided in said resolution. The Board may also rescind any such resolution by a further resolution duly adopted . Such special Committees shall keep regular minutes of their proceedings and report the same to the Board when required. The Board may appoint Owners to fill vacancies on Special Committees.

5.15 Rules and Regulations: The Board shall have the power and right to adopt and amend rules and regulations for the purpose of governing enforcement of the Covenants, Bylaws, and Rules and Regulations, as well as the details of the operation and use of any Common Properties acquired and setting forth restrictions on, requirements respecting the use and maintenance of the Common Properties, and any other purpose of the Association. Copies of the Rules and Regulations shall be furnished to each Owner prior to the time the same shall be effective.

5.16 Limitation on Capital Additions, Etc. The Board shall authorize no structural alterations, capital additions to, or capital improvements of the Common Properties, any of which require expenditure in excess of One Thousand Dollars (\$1,000) without the approval of a majority vote of those Members who are present or represented at any annual or special meeting of the Association. However, the Board shall have the power to make any such structural alterations, capital additions to, or capital improvements of, the Common properties as are necessary, in the Board's reasonable judgment, to preserve or maintain the integrity thereof without obtaining such approval, if in the opinion of the Board an emergency exists which should be corrected before a meeting of the Association could be reasonably called and held.

5.17 Failure to Insist on Strict Performance Not Waiver: The failure of the Board or its agents to insist, in any one or more instances, upon the strict performance of any of the terms, covenants, conditions or restrictions in the Declaration or these Bylaws, or the Rules and Regulations or to exercise any right or option herein contained, or to serve any notice or to institute any action shall not be construed as a waiver or a relinquishment, for the future, of such term, covenant, condition or restriction, right, option or notice; but such term, covenant, condition or restriction, right, options or notice shall remain in full force and effect.

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ARTICLE VI THE ASSOCIATION, MEETINGS, OFFICERS, ETC

[Quorum is 50% of voting members in attendance]

6.01 Quorum. The presence in person at any meeting of the Association of members representing Fifty percent of the available votes in response to notice to all Board members properly given in accordance with Sections 6.02 and 6.03 of these Bylaws, as the case may be, shall constitute a quorum. Unless otherwise expressly provided herein, any action may be taken at any meeting of the Association upon the affirmative vote of persons entitled to cast a majority of the votes which are represented at such meeting.

[When the Annual Meeting must be held]

6.02 Annual Meeting: There shall be an annual meeting of the Association after the first of September April at 6:30 P.M. at such reasonable place or other time (but not more than 60 days after this date) as may be designated by written notice by the Board delivered to the Owners not less than fifteen (15) days prior to the date fixed for said meeting. At or prior to the annual meeting, the Board shall furnish to the Owners: (1) a budget for the coming fiscal year that shall itemize the estimated Common Expenses itemizing receipts and disbursements for the previous and, if then available, for the current fiscal year, together with the allocation thereof to each Owner. Within ten (10) days after the annual meeting, the budget statement shall be delivered to the Owners who were not present at the annual meeting if not previously provided.

6.03 Special Meeting: Special meetings of the Association may be held at any time and at any reasonable place to consider matters, which, by the terms hereof, require the approval of all or some of the Owners, or for any other reasonable purpose. Special ad hoc meetings shall be called by a majority of the Board, by written notice, delivered to all Board members not less than thirty days prior to the date fixed for said meeting, and the matters to be considered.

6.04 Parliamentary Rules: Robert's Rules of Order (latest edition) shall govern the conduct of the Association meetings when not in conflict with these Bylaws or other such rules adopted by the Board.

6.05 Officers: The officers of the Association shall be a President, Secretary and Treasurer. Each officer shall be required to be an Owner who is a current resident, and must be a member of the Board. No officer shall receive compensation for serving as such. Officers shall be annually elected by the Board and may be removed and replaced by the Board. In the event an office becomes vacant due to an officer ceasing to be an Owner and/or a current resident, or due to the death or disability of an officer, or for any other reason, the Board shall immediately name a successor to that office to serve out the remainder of the term. The Board may, in its discretion, require that officers be subject to fidelity bond coverage.

A. President: The President shall preside at all meetings of the Association and of the Board and may exercise the powers ordinarily allocable to the presiding

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officer of an association, including the appointment of committees and signing of checks.

B. Vice President: To preside in the absence of the President.

C. Secretary: The Secretary shall keep the minutes of all proceedings of the Board and of the meetings of the Association and shall keep such books and records as may be necessary and appropriate for the records of the Association and the Board, including the minute book wherein the resolutions shall be recorded. They shall be responsible for keeping Bylaws and amendments current

D. Treasurer: The Treasurer shall be responsible for recording the fiscal affairs of the Board and the Association, but may delegate the accounting to accountants selected by the Board. The Treasurer shall furnish documentation of the amount and disposition of any Common Properties or funds to any Association members, upon request. By common agreement, the Treasurer shall handle the filing of taxes for and on behalf of the Association until amendment of these bylaws or agreement otherwise by the Board. The Treasurer has the authority to pay authorized operational expenses without getting specific authority from the Board.

E. Membership: To promote communication between all residents of Belleau Woods and the Board.

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ARTICLE VII LIABILITY AND INDEMNIFICATION

7.01 Liability of Members of the Board and Officers. The members of the Board, the officers and any agents and employees of the Association shall:

(i) not be liable to the Owners or Association as a result of their activities as such for any mistake in judgement, or otherwise except for acts or omissions not in good faith or which involve intentional misconduct or a knowing violation of law.

(ii) have no personal liability to the Association or any Owner or any other person or entity under any agreement, instrument or transaction entered into by them on behalf of the Owners in their capacity as such;

(iii) have no personal liability to tort to the Association or any Owner or any other person or entity direct or imputed by virtue of acts performed by them as Board members and/or officers except for acts or omissions not in good faith or which involve intentional misconduct or a knowing violation of law; and

(iv) have no personal liability arising out of the use, misuse or condition of the common Properties, or which might in any other way be assessed against or imputed to them as a result or by virtue of their capacity as such Board members and/or officers.

7.02 Indemnification by Association: To the extent now or hereafter permitted by applicable law, the Association shall indemnify and hold harmless any person, his heirs and personal representatives, from and against any and all personal liability, and all expenses, including without limitation counsel fees and court costs, incurred or imposed, or arising out of or in settlement of any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative instituted by any one or more Owners or any other persons or entities, to which he shall be or shall be threatened to be made a party by reason of the fact that he is or was a member of the Board or an officer or agent or employee of the Association; provided, in the case of any settlement, that he is or was a member of the Board or officer or agent or employee the Association; provided, in the case of any settlement, which approval is not to be unreasonably withheld. Such right of indemnification shall not be deemed exclusive of any other rights to which such person may be entitled as a matter of law or agreement or by vote of the Association of the Board, or otherwise. The indemnification by the Association set forth in this Article VII shall be paid by the Board on behalf of the Association and shall constitute Common Expense.

7.03 Costs of Suit in Actions Brought by One or More Owners on Behalf of All Owners. No suit shall be brought by one or more but less than all Owners on behalf of all Owners without approval of a majority of the Board and, if approval is obtained, the plaintiffs' expenses, including reasonable counsel's fees and court costs, shall be a Common Expense unless such suit is brought by one or more Board members against other Owners, the Association or against the Board, the officers, employees, or agents thereof, in their capacities as such, with the result that the ultimate liability asserted would, if proved, be borne by all Owners as defendants, in which event the plaintiffs' expenses, including counsel's fees and court costs, shall not be charged as a Common Expense.

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7.04 Notice of Suit and Opportunity to Defend: Suits brought against the Association, or the Board, or the officers employees or agents thereof, in their respective capacities as such, or the Property as a whole, shall be directed to the President of the Association, who shall promptly give written notice thereof to the other members of the Board and said officers, employees, or agents, and shall be defended by the Board, and the Association and all Owners shall have no right to participate other than through the Board in such defense. Suits against one or more, but less than all Owners shall be directed to such Owners, who shall promptly give written notice thereof to the Board, and shall be defended by such Owners at their expense.

ARTICLE VIII GENERAL PROVISIONS

8.01 Businesses. Nothing contained in these Bylaws shall be construed to give the Board authority to conduct any business for profit on behalf of the Association or any member.

8.02 Amendment. These Bylaws may be amended, modified, or revoked in any respect from time to time by not less than two-thirds (2/3rds) of the affirmative vote of those available votes of members of the Association who are present or represented at a meeting duly called for that purpose, PROVIDED, HOWEVER, that the contents of these Bylaws shall always contain those particulars which are required to be contained herein by the laws of the State of Tennessee. Notwithstanding the foregoing, any amendment shall not be required to be recorded with the Recorder's office but must be kept on file with the Secretary and available to all Owners upon written request.

8.03 Notices. Any notice required to be sent to any Owner under the provisions of these Bylaws shall be deemed to have been properly sent, and notice thereby given, when mailed postpaid, to the last known address of the Owner on the records of the Association at the time of such mailing. Notice to one of two or more co-owners. It shall be the obligation of every Owner to immediately notify the Secretary in writing of any change of address. Any notice required to be sent to the Board, the Association or any officer thereof, under the provisions of these Bylaws shall likewise be deemed to have been properly sent, and notice thereby given, when mailed, postpaid, to such entity or person at the following address:

8482 Pershing
Chattanooga, TN 37421

8.04 Conflict. In the event of any conflict between these Bylaws and the provisions of the Articles of Incorporation, the later shall govern and apply. In case of any conflict between the Declaration and these Bylaws, the Declaration shall control and govern.

8.05 Nonwaiver of Covenants. No covenants, restrictions, conditions, obligations, or provision contained on record or in these Bylaws shall be deemed to have been abrogated or waived by reason of any failure to enforce the same, irrespective of the number of violations or breaches which may occur.

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8.06 Agreements Binding. All agreements and determinations lawfully made by the Association in accordance with the procedures established in the Declaration and these Bylaws shall be deemed to be binding on all Owners, their heirs, successors and assigns.

8.07 Severability. The invalidity of any covenant, restriction, condition, limitation, or any other provisions of these Bylaws, or of any part of the same, shall not impair or affect in any manner the validity, enforceability or effect of the rest of these Bylaws.

8.08 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 and the Articles of Incorporation and the Bylaws of the Association shall be available for inspection by any Member at the principle office of the Association, where copies may be purchased at reasonable costs.

ADOPTION OF BYLAWS

The undersigned as the current Board members and the Incorporators of the Association hereby adopt the foregoing Bylaws of the Association, this ____ day of _____, 2016.

BELLEAU WOODS HOMEOWNERS' ASSOCIATION, INC BOARD OF DIRECTORS

Danny Pflug
President

Connie Powell-Brewer
Communication

Chet Tschetter
Vice President

Marina Delaney
Management Advisor

Lantz Powell
Secretary

Stephan R Wright
Legal Advisor

Ryan Henderson
Treasurer