

**BY-LAWS FOR THE ADMINISTRATION
OF
WRIGHTS MILL HOMEOWNERS ASSOCIATION**

ARTICLE I.

PROPERTY OWNER'S ASSOCIATION

The purpose of the Association is to administer on a non-profit basis and through a Board of Directors, to elect the Board of Directors; to amend and supplement from time to time these By-Laws and the system of Administration; and to do and perform any and all other things, matters or acts required by or permitted by the owners or the laws of the State of Tennessee. The Association can operate as a no-profit corporation, an LLC, or as an unincorporated association based on a vote of the members.

ARTICLE II.

MEETINGS AND VOTING RIGHTS OF MEMBERS

Section 1. Eligibility. Persons and/or entities shall be voting members in a manner consistent with the Restrictive Convents.

Section 2. Voting Rights. The owner or owners of a lot shall be entitled to one vote at all meetings of the Association. Where two or more persons own a lot, the vote allocated to that lot shall be cast by one authorized by such two or more owners, and in the event of failure of such authorization, no vote shall be recorded for that lot. Where only one of two or more owners of a lot is present in person at a meeting, such one shall be presumed to be authorized by all owners of said lot and shall be entitled to cast the vote with respect to that lot. Where one person or group of persons owns more than one lot, such person or group shall be entitled to cast one vote for each lot owned.

Section 3. Corporation as Owner. In the event a partnership, trustee, corporation or other entity owns a lot or lots, after having complied with all conditions contained in the Declaration, including these By-Laws, the vote of such may be cast by a partner, trustee or officer thereof, to represent the same.

Section 4. Proxies. Votes may be cast in person or by proxy. Proxies, to be valid, shall be in writing for the particular meeting designated therein and any adjournments thereof and shall be filed with the secretary of the meeting.

Section 5. Annual Meeting. The annual meeting of the Association shall be held in September of each year, for the purpose of transacting any other business authorized to be transacted by the members. As set forth in Article III Section 1 below, Directors

will be elected at the Annual Meeting during even numbered years.

Section 6. Special Meetings. Special meetings of the Association shall be held whenever called by the President of the Board of Directors, by a majority of the Board of Directors, or by written request of one-third (1/3) of the entire members of owners. When a special meeting is called, the Secretary shall mail, e-mail or deliver written or electronic notice of the meeting to all owners.

Section 7. Notice. Notice shall be given to all owners of meetings stating the time, place and purpose for which the meeting is called. Such notice shall be in writing or by electric communication (such as e-mail) and shall be mailed, e-mailed, or delivered to each member at his address as it appears on the books of the Association, or may be mailed or delivered to his lot not less than ten (10) days nor more than thirty (30) days before the meeting. Proof of such mailing or delivery may be given by the written statement of the Secretary or other person giving the notice. Notice of a meeting may be waived before, at or after the meeting.

Section 8. Quorum. A quorum at any meeting of the Association shall consist of persons, or their proxy pursuant to Article II Section 4 above, entitled to cast at least a majority of the votes of the entire number of lot owners. The affirmative vote of a majority of owners present, being more than fifty per cent (50%) of the total number of lots in attendance, is required to adopt any resolution, elect any director, make any decision to take any action; except that these By-Laws and the system of administration may be modified only in the manner hereinafter set forth.

Section 9. Presiding Officer. The President of the Board of Directors shall preside over all Association meetings; and the Secretary of the Board of Directors shall take and keep the Minutes and Minute Books of all Association meetings, wherein adopted resolutions shall be recorded, and shall serve as Secretary at such meetings.

Section 10. Amendments. The association may, at any duly called, held and convened meetings, modify or amend the system of administration of Wrights Mill Subdivision, and these By-Laws for the administration of Wrights Mill, by the affirmative vote of owners representing at least one-half (1/2) of the total lots in Wrights Mill. The said system of administration and these By-Laws, however, may be only amended in such manner that all of the provisions required by the code of Tennessee to be within the contents of the By-Laws shall always be embodied in the By-Laws. No such modification or amendment of a system of administration or these By-Laws shall be operative unless and until it is embodied in a written instrument and is recorded in the Register's Office of Madison County, Tennessee, in the same manner as was these original By-Laws.

ARTICLE III.

BOARD OF DIRECTORS

The administration of Wrights Mill, its business affairs and of the general common elements herein shall be vested in its Board of Directors, which shall be

established in a manner consistent with the restrictive covenants.

Section 1. Election of Directors. The Association shall, at its annual meeting during even numbered years, elect the Board of Directors. There shall be a minimum of five and a maximum of nine Directors. The number of Directors to be elected shall be determined by the Board prior to Annual Meeting. Each owner or owners of a lot shall be entitled to one vote per lot for each of the Directors to be elected, with cumulative voting not permitted. A majority of those voting shall be necessary for the election of a Director. Each owner or owners of a lot, on each ballot, is required to cast his vote for as many persons as there are Directors to be elected. In the event a sufficient number of persons fails to receive a majority of votes, additional votes will be taken with the name of the person receiving the lowest number of votes being dropped after each ballot, until a sufficient number of Directors is elected.

Section 2. Vacancies. Vacancies in the Board of Directors may be filled until the date of the next annual meeting by the remaining Directors.

Section 3. Term. Directors serve two year terms. The term of each Director's service shall be until the next annual meeting of the Association during an even numbered year and thereafter until his successor is duly elected by the Association and qualified or until he is removed in the manner elsewhere provided.

Section 4. Organization Meetings. The organization meeting of a newly elected Board of Directors shall be held within three (3) weeks of their election at such place and time as shall be fixed by the Directors at the meeting at which they are elected, and no further notice of the organization meeting shall be necessary, providing a quorum shall be present.

Section 5. Regular Meetings. 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 Board. Notice of regular meetings shall be given to each Director, personally or by mail, e-mail, telephone or telegraph at least five (5) days prior to the day named for such meeting unless notice is waived.

Section 6. Special Meetings. Special meetings of the Board of Directors may be called by the President and must be called by the Secretary at the written request of a majority of the members of the Board. Not less than five (5) days notice of the meeting shall be given, personally or by mail, e-mail, telephone or telegraphs, which notice shall state the time, place and purpose of the meeting.

Section 7. Waiver of Notice. Any Director may waive notice of a meeting before, at or after the meeting before, at or after the meeting, and such waiver shall be deemed as equivalent to the giving of notice.

Section 8. Quorum. A quorum at Directors' meetings shall consist of the Directors entitled to cast a majority of the votes of the entire Board. The acts of the

Board approved by a majority of votes present at a meeting at which a quorum is present shall constitute the acts of the Board of Directors except as specifically otherwise provided in the Declaration or elsewhere in these By-Laws. If, at any meeting of the Board of Directors, there be less than a quorum present, the majority of those present may adjourn the meeting from time to time until a quorum is present. At an adjourned meeting, any business which might have to be transacted at the original called meeting, may be transacted at the adjourned meeting without further notice.

Section 9. Presiding Officer. The President of the Board of Directors shall preside at all meetings of the Board; the Secretary of the Board shall serve as Secretary of all meetings of the Board. In the absence of either, the Board shall designate one of their number to preside or to serve as Secretary as the case may be.

Section 10. Compensation. No compensation shall be paid to any member of the Board or to any officer for service as such, unless approved by a majority of owners. Any member of the Board or any officer may be reimbursed for expenses actually incurred by him, upon approval of the Board.

Section 11. Removal. Any member of the Board may be removed and relieved of duty as such by the vote of the owners representing a majority of the total of lots at any regular or special meeting duly called and convened of the Association. The vacancy created by such removal may be filled by the Association at the meeting at which such Director was removed.

ARTICLE IV. OFFICERS

The Board of Directors shall elect, from its members:

A. A President, who shall be the chief administrative officer of the Board; shall execute contract and agreements in the name and behalf of the Board when directed by the Board; shall preside at all meetings and shall perform such other duties as the chief administrative officer as the Board, may, from time, direct;

B. A Vice President; who shall, in the absence or disability of the President preside at all meetings and perform all duties of the President;

C. A Secretary; who shall keep the Minutes of all meetings and proceedings of the Association, and of the Board of Directors. He shall attend to the giving and serving of all notice to the owners of meetings and tot the Directors at meetings of the Board of Directors. He shall keep all other records of the Association and of the Board. An assistant Secretary may also ne elected to perform the duties of the Secretary when the Secretary is absent; and

D. A Treasurer, who shall have custody of all property of the Board, including funds, securities, evidences of indebttness, books, assessment rolls and accounts of the owners. He shall keep the books in accordance with good accounting practice and

shall perform all other duties incident to the office of the Treasurer.

No compensation shall be paid to any Director or Officer for services as such, except upon approval by a majority of the owners. This provision shall not preclude, however, the Board of Directors from employing an officer or administrator as an employee of the Association, such as manager or as bookkeeper, auditor, attorney or the like.

All moneys and funds of the Board of Directors shall be deposited in such bank or banks as may be designated from time to time by the Board of Directors. Withdrawals of moneys from such accounts in banks shall be only by checks or drafts signed by such persons or as are authorized by the Board of Directors. At least two signatures are required for the signature of any check or draft.

Roberts Rule of Order (latest edition) shall govern the conduct of meetings of the Association and of the Board of Directors, subject to any paramount provisions of the statutes of Tennessee and provisions of the Declaration including these By-Laws.

ARTICLE V.

POWERS OF THE BOARD OF DIRECTORS.

In addition to the rights, powers and duties conferred upon the Board of Directors by the Declaration, the laws of Tennessee and by other provisions of these By-Laws and without in otherwise limiting the same, the Board of Directors shall have the following additional and cumulative rights, powers and duties:

- A. To hold title and possession to funds and property, including the maintenance funds and other assessments and including title to any purchased lot or purchased leasehold interest pursuant to the powers herein above conferred as trustee for the use and benefit of the owners of the lots:
- B. To establish assessments, general and special, against members to defray the costs of the Association, including, without limitation, all costs and expenses of maintaining, repairing, replacing, improving, altering, operating of the improvements on the common elements, the Restrictive Covenants and Plat, playground areas, trails, common equipment and the perimeter wall, if any, and any service to be provided to the Development, and of engaging all necessary services and employees. Also, assessments may be for any purpose necessary to improve or enhance the subdivision in general. The Board shall have the authority to get all assessments, general and special, and those assessments shall be binding on all lot owners. However, such Assessments maybe modified by the majority vote at any annual or special meeting of the Association.
- C. To use the proceeds of assessments in the exercise of its powers and duties;
- D. To oversee the maintenance, repair, replacement, operation and administration of the exteriors of the improvements of the common elements and any

services to be provided to the individual lots pursuant to the Declaration;

E. To oversee the reconstruction of improvements after casualty and the further improvement of the property, including buildings and common elements;

F. To make and amend regulations respecting the use of the property including the building and common elements;

G. The Board of Directors (or any authorized agent of the Board, including but not limited to a private management company or attorney) may enforce the Restrictive Covenants and these By-Laws by any legal means, including but not limited to placing a lien on property for non-payment of dues, assessments, and/or penalties;

H. To contract for the management of the Association and to delegate to a manager the management duties of the Board of Directors, to be performed by such manager under supervision of the Board of Directors, should such be necessary and desirable;

I. To pay any taxes and assessments which are liens against any part of the property other than individual lots and the appurtenances thereto and to assess the same against the lot subject to such liens; to oppose the levying of any such taxes;

J. To carry insurance for the protection of lot owners and the Board of Directors against casualty and liabilities;

K. To pay the cost of all power, water, sewer and other utility services rendered to the Association and not billed to owners of individual lots; and

L. To collect any Association fees and assessments and to take any action appropriate to collect such assessments and fees. In the event any lot owner fails to pay an assessment or Association fee on a timely basis the Association shall have the right to employ an attorney to assist in that collection and the offending lot owner shall be responsible for all costs of collection for that matter, including but not limited to a reasonable Attorney's fee.

M. To employ personnel for reasonable compensation to perform the services required for proper administration of the Association, including without limitation, auditors, attorneys, bookkeepers and managers.

ARTICLE VI.

INDEMNIFICATION

The Association shall indemnify any person who was or is party, or is threatened to be made party, to any pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (other than an action or in the right of the Association) by reason of the fact that he is or was a Director or Officer of Wrights Mill, against expense (including attorney's fees), judgments fines and amounts paid in

settlement actually and reasonably incurred by him in connection with such action, suit or proceeding, if he acted in good faith and in a manner he reasonably believed to be, or not opposed to, the best interest of Wrights Mill, and, with respect to any criminal action or proceeding, had no reasonable cause to believe his conduct was unlawful.

The termination of any action, suit or proceeding by judgment, order, settlement, conviction or upon a plea of nolo contendere or its equivalent, shall not, of itself, create a presumption believed to be in, or not opposed to, the best interests of Wrights Mill, and with respect to any criminal action or proceeding, had reasonable cause to believe that his conduct was unlawful.

No indemnification shall be made in respect of any claim, issue or matter as to which such person shall have been adjudged to be liable of negligence or misconduct in the performance of his duty to Wrights Mill, unless and only to the extent that the Chancery Court of Madison County, Tennessee, or the Court in which such action or suit was brought, shall determine upon application that, despite the adjudication of liability but in view of all circumstances such expenses which the Court shall deem proper. To the extent that a Director or officer of Wrights Mill has been successful on the merits or otherwise in defense of any action, suit or proceedings referred to in this article, or in defense of any claim, issue or matter therein, he shall be indemnified against expenses (including attorneys' fees) actually and reasonably incurred by him in connection therewith.

*no
loyalty
clause
here so
there is
in the
article
of
incorporation*

Any indemnification under this Article (unless order by a Court) shall be made only as authorized in the specific case upon a determination that indemnification of the Director or Officer is proper in the circumstances because he has met the applicable standard of conduct set forth herein. Such determination shall be made (1) by the Board of Directors by a majority vote of a quorum consisting of Directors who are not parties to such action, suit or proceeding, or (2) if such quorum is not obtainable, or even if obtainable a quorum of disinterested Directors so directs, by independent legal counsel in a written opinion, or (3) by the Association.

Expenses incurred in defending a civil or criminal action, suit or proceeding may be paid by Wrights Mill, in advance of the final disposition of such action, suit or proceeding as authorized by the Board of Directors in the specific case upon a secured receipt of an undertaking by or on behalf of the Director or officer to repay such amount unless it shall ultimately be determined that he is entitled to be indemnified by the corporation as authorized herein.

The indemnification provided by this Article shall not be deemed exclusive of any other rights to which those seeking indemnification may be entitled under any By-Law, agreement, vote of Association, or disinterested Directors or otherwise both as to an action in his official capacity and as to an action in another capacity while holding office, shall continue as to a person who has ceased to be a Director or officer, and shall inure to the benefit of the heirs, executors and administrators of such a person.

ARTICLE VII.
CONSTRUCTION

These By-Laws are intended to be read in conduction with the Restrictive Covenants and/or Declaration, and if there is any conflict between the By-Laws and the Restrictive Covenants and/or Declaration, the Restrictive Covenants and/or Declaration shall control.

WRIGHTS MILL HOMEOWNERS ASSOCIATION:

Wright's Mill Partners

BY: R. Joel McAlexander
R. Joel McAlexander, Partner

BY: Shane McAlexander
Shane McAlexander, Partner

State of Tennessee, County of MADISON
Received for record the 23 day of
JANUARY 2004 at 12:30 PM. (RECH 1402)
Recorded in Book T1552 pages 252- 256
State Tax \$.00 Clerks Fee \$.00,
Recording \$ 27.00, Total \$ 27.00,
Register of Deeds CURTIS WHITE
Deputy Register CLARA RAY

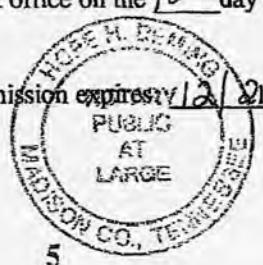
STATE OF TENNESSEE
COUNTY OF MADISON

Personally appeared before me, the undersigned, a Notary Public, in and for said State and County, R. Joel McAlexander and Shane McAlexander, with whom I am personally acquainted, and who, upon oath, acknowledged themselves to be Partners of Wright's Mill Partners. And that they, as such Partners, being authorized so to do, executed the within instrument for the purposes therein contained.

WITNESS MY HAND and official seal, at office on the 15th day of Jan, 2004.

Hope H. Deming

My commission expires 12/21/04



Sample only

Proxy
Wright's Mill Homeowners Association Meeting
January 29, 2009

By proxy, I vote to elect the slate of board members presented at this meeting of the homeowners association and give my permission for this proxy to be counted toward the quorum needed to conduct business.

Signature

Please print name

Address

Phone number

Please mail to:
Wright's Mill Homeowners Association
c/o Kathie Chute
23 Kinnewick Cove
Jackson, TN 38305

OR

E-mail this statement with your name, address and phone number included in the e-mail to
kchute1@gmail.com

We need your vote!!