

THIS INSTRUMENT PREPARED BY:
Brantley Park, LLC.
10433 Hickory Path Way
Knoxville, TN 37922
865-693-5066

Penny H Whaley, Register
Blount County Tennessee
Rec #: 342397
Rec'd: 140.00 Instrument #: 544858
State: 0.00
Clerk: 0.00 Recorded
EDP: 2.00 10/31/2007 at 2:55 PM
Total: 142.00 in
Record Book 2177 Pgs 979-1006

DECLARATION OF COVENANTS AND RESTRICTIONS FOR BRANTLEY PARK SUBDIVISION PHASE I

WHEREAS, THE UNDERSIGNED, Brantley Park, LLC., (hereinafter referred to as "Developer") is the owner in fee simple of all Lots (EXCLUDING LOT 1) and common area and facilities situated in the Ninth (9th) Civil District of Blount County, Tennessee, and within the 6th Ward of the corporate limits of the City of Maryville, Tennessee, in what is known and designated as Brantley Park Subdivision, Phase I (hereinafter referred to as "development") which was recorded on 09/26/06 as Instrument Number 507226 and Map File 2351-A at the Register's Office for Blount County, Tennessee; a revised plat of which was recorded on _____ as Instrument Number _____ and Map File 2537B at the Register's Office for Blount County, Tennessee;

WHEREAS, Developer desires to place certain covenants, conditions, reservations and restrictions upon the use of all lots (EXCLUDING LOT 1) and common area in the development for the benefit and protection of future homeowners, in order to establish and maintain a sound value for such dwellings, and to maintain the aesthetic quality of the development; and

WHEREAS, these covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of twenty five years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of 10 years unless an instrument signed by a majority of the then owners of the lots has been recorded, agreeing to change said covenants in whole or in part. However, the provisions set forth providing for maintenance, repair, etc., as to drainage easements and/or detention areas or basins and assessments for maintenance and up-keep thereof, shall not be terminated, changed or amended; and

WHEREAS, Developer has deemed it desirable, for the efficient preservation of the values and amenities in said development, to create an agency which should be delegated and assigned the powers of maintaining and administering the community properties and facilities and administering and enforcing the covenants and restrictions and collecting and disbursing the assessments and charges hereinafter created; and Developer has formed a Tennessee not-for-profit corporation called Brantley Park Homeowners Association, Inc., (hereinafter called the "Association") for the purpose of exercising the functions aforesaid; and

WHEREAS, the Developer declares that the real property described above is and shall be held, transferred, sold, conveyed, and occupied subject to the covenants, restrictions, easements, charges, and liens herein set forth:

NOW, THEREFORE, in consideration of the premises and the mutual benefits to be derived by all parties concerned, the said Developer does hereby covenant and agree as follows:

1	LAND USE & BUILDING TYPE	<p>No lot shall be used except for residential purposes and no building shall be erected, altered, placed or permitted to remain on any lot other than one (1) detached single family dwelling which includes an attached garage for no less than 2 vehicles.</p> <p>No lot may be subdivided or reduced in size by any device, voluntary alienation, partition, judicial sale or other process of any kind except for the purpose of increasing the size of another lot.</p> <p>No carports or mobile homes shall per permitted on any lot nor shall any previously constructed house be moved to any lot.</p> <p>No structure of a temporary character, trailer, basement, tent, shack, garage, barn, or other outbuildings shall be used on any lot at any time as a temporary or permanent residence.</p>
2	ARCHITECTURAL REVIEW APPROVAL	<p>The construction of any dwelling, structure, fence, lamp post, driveway, swimming pool, or other improvement visible from any road or lot SHALL BE PROHIBITED unless the blueprints and site plans of said improvement have been approved in writing by the Architectural Review Committee as defined herein.</p> <p>IN ORDER TO OBTAIN APPROVAL for the construction of any dwelling, structure, fence, lamp post, driveway, swimming pool, or other improvement; applicant must submit, in writing via registered mail, certified mail or in person, 2 sets of plans and specifications to the Architectural Review Committee for review. Specifications shall include the nature, kind, shape, height, size, materials, floor plans, exterior color schemes with paint samples if requested, location and orientation on the building lot and approximate square footage, construction schedule, and such other information as the committee shall require, including if so required, plans for the grading and landscaping of the building lot showing any changes proposed to be made in the elevation or surface contours of the land.</p> <p>The Architectural Review Committee shall be directed by the overall purposes, specifications and restrictions imposed herein as well as all applicable laws and ordinances. The committee is to take into consideration the topography of each lot and the adaptability of the proposed improvement for said lot. Approval for variance from the terms of the covenants stated herein will not be unreasonably withheld, however, the Architectural Review Committee shall have the absolute and exclusive authority to deny permission for construction of any dwelling or improvement that in it's opinion does not meet the requirements and/or accomplish the purposes which were intended by these restrictions, including, but not limited to aesthetic appeal and uniformity of construction to the surrounding lots.</p>

	<p>ARCHITECTURAL REVIEW APPROVAL</p> <p>CONTINUED</p>	<p>Within ten (10) working days of the date said plans and specifications are received by the committee, the committee shall respond In writing in one of the following ways:</p> <ol style="list-style-type: none"> 1) The Plans and Specifications will be approved as evidenced by signature of each committee member upon said plans and specs. One set of plans and specifications will be returned to the applicant and one set of plans and specifications will be retained by the Architectural Review Committee until completion of the improvements. 2) Plans and Specifications will be denied as evidenced by return of Plans and Specifications to applicant without any signatures. 3) Additional Information and additional Plans and Specifications will be requested by the committee. In such case, the request will be deemed incomplete as if never submitted for approval. 4) Failure of the committee to respond, in writing within ten (10) working days of receipt of all required documents, shall be deemed as an approval of said proposed improvement.
3	<p>Architectural Review Committee</p>	<p>The Architectural Review Committee shall be composed of three (3) persons appointed by the Developer. The Developer shall serve as the initial members of the committee until additional members are appointed. Each appointment shall be in writing and the term of each appointment shall automatically expire on December 31st of the year granted unless otherwise directed In writing by the Developer.</p> <p>The right to appoint members of the Architectural Review Committee shall be retained exclusively by the Developer until such time the Developer grants this authority to another party or until the developer no longer owns any lots in any current or future phase of Brantley Park; in which case the right to appoint member to the committee shall be the responsibility of the Brantley Park Homeowners Association.</p> <p>FAILURE TO SEEK AND OBTAIN SAID APPROVAL SHALL GRANT THE DEVELOPER AND/OR ANY OTHER LOT OWNER THE RIGHT TO SEEK ALL LEGAL REMEDIES AVAILABLE UNDER THE LAW INCLUDING THE REMOVAL OF SAID IMPROVEMENTS WITHOUT LIMIT OR LIABILITY.</p>

4	MINIMUM SQUARE FOOTAGE	<p>Each dwelling shall be required to meet certain minimum square footage requirements as follows:</p> <table border="1" data-bbox="578 228 1170 453"> <thead> <tr> <th data-bbox="578 228 878 327">TYPE</th> <th data-bbox="878 228 1024 327">MINIMUM TOTAL HEATED SQ FT.</th> <th data-bbox="1024 228 1170 327">MINIMUM SQ FT ON MAIN LEVEL</th> </tr> </thead> <tbody> <tr> <td data-bbox="578 327 878 352">One Story</td> <td data-bbox="878 327 1024 352">1,700</td> <td data-bbox="1024 327 1170 352">1,700</td> </tr> <tr> <td data-bbox="578 352 878 378">One Story with Basement</td> <td data-bbox="878 352 1024 378">2,000</td> <td data-bbox="1024 352 1170 378">1,700</td> </tr> <tr> <td data-bbox="578 378 878 403">One and ½ Story (*1)</td> <td data-bbox="878 378 1024 403">2,000</td> <td data-bbox="1024 378 1170 403">1,700</td> </tr> <tr> <td data-bbox="578 403 878 428">Two Story</td> <td data-bbox="878 403 1024 428">2,200</td> <td data-bbox="1024 403 1170 428">1,030</td> </tr> <tr> <td data-bbox="578 428 878 453">Two Story with Basement</td> <td data-bbox="878 428 1024 453">2,200</td> <td data-bbox="1024 428 1170 453">1,030</td> </tr> </tbody> </table> <p data-bbox="591 478 1154 573">(*1) For the purpose of these restrictions, "One and ½ story" is defined as a one story home with completed space over the garage. The minimum square footage on the main level has been reduced accordingly.</p> <p data-bbox="591 596 972 621">No split foyer dwellings will be allowed.</p>	TYPE	MINIMUM TOTAL HEATED SQ FT.	MINIMUM SQ FT ON MAIN LEVEL	One Story	1,700	1,700	One Story with Basement	2,000	1,700	One and ½ Story (*1)	2,000	1,700	Two Story	2,200	1,030	Two Story with Basement	2,200	1,030
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5	BUILDING LOCATION	<p>No building shall be located on any lot nearer than the building setback lines as provided on the recorded plat. However, outbuildings shall be permitted within 5 feet of the rear or side lot lines, subject to approval by the Architectural Control Committee. For the purpose of these covenants, eaves, stoops, and open porches of not more than 6 feet shall not be considered as part of the building provided however, this may not be construed to permit any portion of a building on a lot to encroach upon any other lot. These restrictions shall apply unless otherwise designated on the recorded plat.</p>																		
6	STORAGE BUILDINGS & TEMPORARY STRUCTURES	<p>Any and all storage facilities must comply with Architectural Review Committee process. No building shall be erected which does not comply with the house style and materials on the lot in question, also no buildings shall be permitted in front of the rear plane of the house on the respective subdivision lot.</p>																		
7	EASEMENTS	<p>Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the map of record. No easements, rights of way or rights of access shall be deeded, granted or in any way given to any person or companies through any lot in the development unless permission is given in writing by the Developer.</p>																		

8	MATERIAL RESTRICTIONS	<p>EXTERIOR VANEER - No stucco or permastone shall be used on the exterior on any structure except when used as an accent of a dormer or architectural feature not exceeding 10% of the total vertical exterior area of the structure.</p> <p>DRIVEWAYS - all driveways must be concrete.</p> <p>FOUNDATIONS - all areas of any building foundation shall be covered with a brick or stone veneer so that no exposed concrete block or concrete is visible from the exterior of any structure.</p> <p>ROOFS - Only dimensional shingles shall be used, all dwellings shall have a minimum roof pitch of 8/12, and there shall be at least one roof level change in all dwellings.</p>
9	MISC. EXTERIOR RESTRICTIONS	<p>FENCES, WALLS, AND HEDGES - No fences, privacy walls, or hedges shall be permitted to exceed six feet in height and no fences, privacy walls or hedges shall be permitted in front of the rear plane of any dwelling on any lot. ALL proposed fence construction shall be subject to approval of the Architectural Review Committee and no chain link fences shall be allowed.</p> <p>FENCES ON CORNER LOTS - If a fence, privacy wall, or hedge in the rear of the house is adjacent to a street, then the fence, wall, or hedge shall conform to the appropriate building set back line and shall not be permitted to extend to the property line.</p> <p>STREET INTERSECTIONS - No decorative fence, wall, hedge, or shrub planting which obstructs sight lines at elevations between 2 and 6 feet above the roadways shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property lines and a line connecting them at points 25 feet from the intersection of the street lines, or in the case of a rounded property corner, from the intersection of the street property lines extended. The same sight-line limitations shall apply on any lot within 10 feet from the intersection of a street property line with the edge of a driveway or alley pavement. No tree shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.</p> <p>RETAINING WALLS - Retaining walls are excluded from the height restrictions above but shall require approval by the Architectural Control Committee.</p> <p>WIRING - Outside wiring for dwellings, buildings and any other structures shall be placed underground. No overhead wiring of any type shall be permitted. Any outdoor lighting not attached to a dwelling is subject to architectural review approval.</p>

<p>MISC. EXTERIOR RESTRICTIONS</p> <p>- CONTINUED</p>	<p>CLOTHES LINES and other devices or structures designed and customarily used for drying or airing of clothes, blankets, bed linen, towels, rugs, or any other type of household ware shall not be permitted and it shall be strictly prohibited for articles or items of any description of kind to be displayed or placed on the yard or exterior of any dwelling for the purpose of drying, airing, or curing of said item.</p> <p>GARAGE SALES - The owner of each lot shall be entitled to have no more than 1 garage sale per calendar year.</p> <p>AIR CONDITIONING UNITS. No window air conditioning units shall be installed in any residence or building so as to be visible from any public street.</p> <p>UTILITY METERS shall not be located on the front portion of any dwelling in said subdivision.</p> <p>MAILBOX - all property owners shall be required to purchase a mailbox as specified by the Brantley Park Homeowners Association if not provided by the Association.</p> <p>DRAINAGE SWALES - The finished grade for all lots shall be completed in conformity with the recorded plat and in such a manner as to retain all surface water drainage on said lot or lots in "property lines swales" designated to direct the flow of all surface water into the drainage easements as created by the overall draining plan for the development, as approved by the municipal authority having jurisdiction over said development.</p> <p>All lot owners are required to construct and maintain drainage swales. On all lots which border common drainage swales containing vegetation, trees, shrubs, grass, etc., the builders and all future owners shall not be permitted to remove such vegetation from these areas.</p> <p>ANTENNAS AND SATELLITE DISHES - No radio or television aerial, antenna or satellite dish or any other exterior or electronic or electric equipment or devices of any kind shall be installed on the exterior of any structure, located on a building lot or on any portion of any building or other structure unless approved by the Architectural Control Committee.</p> <p>SWIMMING POOLS - No above-ground swimming pools shall be permitted, however, in-ground swimming pools shall be allowed in this subdivision with all swimming pools to be located behind the respective dwelling, said pool being enclosed by fence of proper construction and quality as meets the approval of the Architectural Review Committee and all applicable ordinances in the City of Maryville.</p>
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10	ANIMALS	<p>PETS - All animals shall be confined to interior portions of a residence, inside a fenced yard in the rear of a residence, under the control of "invisible fencing" within the perimeter of a Lot and no closer than 20' to any street, or on a leash under the control of a person duly capable and responsible for the actions of the animal including the removal of any waste left by the animal on any other Lot or the common area. At no time shall any animal be allowed to roam free or be tied to any structure. Installation of invisible type fencing shall not require approval by the Architectural Control Committee.</p> <p>LIVESTOCK & POULTRY - No animals, livestock, or poultry of any kind shall be used, bred or kept on any lot, except that dogs, cats or other household pets may be kept, provided that they are not kept, bred or maintained for any commercial purposes.</p>
11	RECREATIONAL VEHICLES	<p>NO boats, trailers, golf carts, motorcycles, personal watercraft, ATV's, motor homes, inoperable vehicles, or any mechanical or recreational device other than a licensed and fully operating motor vehicle shall be parked or allowed in the development for more than 24 hours within a period of 7 consecutive days UNLESS IT IS KEPT, maintained, and stored in one of the following manners:</p> <ol style="list-style-type: none"> 1) a garage attached to the residence provided the garage door can fully close 2) an enclosed building in the rear of the residence that has been approved by the Architectural Control Committee. 3) Inside a fence in the rear of the residence that has been approved by the Architectural Control Committee and that exceeds all requirements for fencing as contained herein, as amended. Further, no part of the mechanical or recreational vehicle shall protrude above 6' from ground level. <p>No automobiles which are inoperable or being stored shall be repeatedly parked, kept, repaired or maintained on the street, driveway or lawn of any lot.</p>
12	NUISANCES	<p>No noxious or offensive activity shall be carried on upon any lot, nor shall any thing be done thereon which maybe or may become an annoyance or nuisance to the development.</p>
13	SIGNAGE	<p>BY LOT OWNER - No sign of any kind shall be displayed to the public view on any lot except one professional sign of not more than one square foot OR one sign of not more than five square feet advertising the property for sale or rent.</p> <p>BY DEVELOPER – See "Developer's Exclusive Rights"</p>

14	LANDSCAPING & MOWING	<p>Improved Lots – The owner of each improved building lot shall keep said lot free of tall grass, undergrowth, dead trees and / or tree limbs weeds, trash and rubbish and shall keep such lot in a neat and attractive condition at all times. In the event that the owner of any building lot fails to comply with this provision of the restrictions, the Developer shall have the right but no obligation to go upon such building lot and cut and remove tall grass, undergrowth, weeds and to remove rubbish and any unsightly or undesirable things and objects therefrom and to do any other thing and perform any labor necessary or desirable in the Developer's judgment to maintain the property in a neat and attractive condition, all at the expense of the owner of such building lot, which expense shall be payable by the owner to the Developer on demand. All improved lots shall maintain a ground covering of either grass, trees, flowers, mulch, or other landscaping type improvements. Flower beds and landscaped areas may not be covered in pea gravel, crushed stone, or other materials not considered "mulch".</p> <p>Unimproved Lots – all improved lots shall be maintained as required by City of Maryville specifications, as amended.</p> <p>Vegetable Gardens are only allowed inside fenced yards and must not be closer than 5' from the rear lot line or side lot line and may not exceed 25% of the enclosed area.</p>
15	GARBAGE AND REFUSE DISPOSAL	<p>No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers, with lock type cover enclosure. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition inside utility room or garage. At no time shall old or disabled cars be stored or repaired on the public street or in the driveways.</p>
16	WATER SUPPLY	<p>No individual water supply system shall be permitted on any lot of said subdivision.</p>
17	SEWAGE DISPOSAL	<p>No individual sewage-disposal system shall be permitted on any lot unless such system is designed, located and constructed in accordance with the requirements, standards, and recommendations of both state and local public health authorities. Approval of such system as installed shall be obtained from such authority.</p>
18	ENFORCEMENT	<p>The Developer, Home Owners Association, Architectural Review Committee, or any lot owner shall have the right to enforce, by any proceeding at law or in equity, all restrictions, covenants, and reservations imposed by the provisions of these restrictions. Failure by any party or any owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. Any violator will be held fully responsible for all legal expenses encountered by the Developer, Architectural Review Committee or any owner, to restrict such violation.</p>

19	SEVERABILITY	Invalidation of any one of these covenants by judgment or court order shall in no wise affect any of the other provisions which shall remain in full force and effect.
20	DEVELOPER'S EXCLUSIVE RIGHTS	<p>The developer shall retain the following exclusive rights:</p> <ol style="list-style-type: none"> 1) AMEND RESTRICTIVE COVENANTS – The developer shall have the sole right to amend these covenants and restrictions: <ol style="list-style-type: none"> (a) Provided all such amendments conform to the general purposes and standards of the covenants and restriction herein contained; (b) For the purpose of curing any ambiguity or any inconsistency between the provisions contained herein (c) To include in any contract or deed or other instrument hereafter made any additional covenants and restrictions applicable to the said land which do not lower the standards of the covenants and restrictions herein contained; (d) To release any building lot from any part of the covenants and restrictions (including without limiting the foregoing building restriction lines and provisions hereof relating thereto) if the Developer in its sole judgment determines that such release is reasonable and does not substantially affect any other building lot in any adverse manner. 2) ADD PHASES – The developer shall have the right to add additional lots to Brantley Park without restriction. In addition, the developer shall have the right to construct underground utility lines, pipes, wires, conduits and other facilities across the land for the purpose of furnishing utility and other services to buildings and improvements to be constructed on any additional Land. 3) GRANT EASEMENTS - The developer shall have the right to withdraw and grant easements to public utilities, municipalities, the State of Tennessee, riparian owners etc., so as to effectuate the development plan. 4) ARCHITECTURAL REVIEW - The developer shall have the right to appoint members to the Architectural Review Committee as specified herein. 5) NAME A SUCCESSOR - The Developer shall have the right to transfer the Developer's rights herein contained to a third party, in which case the Developer shall execute an assignment (which may be included in an instrument conveying Lots or portions of the Land), which shall be recorded in the Office of the Register of Deeds for Blount County, Tennessee.

	DEVELOPER'S RIGHTS CONTINUED	<p>6) USE OF COMMON ELEMENTS - The developer shall have the right of ingress and egress easements over and upon the Common Elements for purposes of construction and repair. The Developer also has the right to store and secure construction materials on the Common Elements.</p> <p>7) MAINTAIN AN OFFICE - The developer shall have the right to maintain sales offices, management offices and model Units so long as the Developer owns the Units so employed.</p> <p>8) SIGNAGE - The developer shall have the right to post signs and displays on the Common Elements to promote sales of Lots and Homes, and to conduct sales activities, in a manner which will not unreasonably disturb Lot owners. Nothing contained in these covenants and restrictions shall prevent the Developer or any person designated by the Developer from erecting or maintaining such commercial and display signs, such temporary dwellings, model houses or other structures as the Developer may deem advisable for development purposes.</p> <p>9) MAINTAIN EASEMENTS - The developer shall have the right to add and maintain any and all easements over the Common Elements for the purpose of making improvements within Brantley Park;</p> <p>10) ULTIMATE VETO POWER - Until such time the Developer owns no lots in the Development, the Developer shall have the power to veto any decision made by the Board of Directors or the Architectural Control Committee.</p>
21	HOMEOWNERS ASSOCIATION	<p>By accepting a deed for any lot in Brantley Park, each lot owner:</p> <ol style="list-style-type: none"> 1) Agrees to and shall become a member of the Brantley Park Homeowners Association, Inc. 2) Be subject to the obligations and duly enacted Bylaws of the Association. See ADDENDUM A. 3) Acknowledges that the Association owns certain real property including but not limited to common areas, entrance signage, entrance lighting, water systems, and storm water detention basins; and has the responsibility for the maintenance and repair of said real property designated by the Homeowners Association or on the plat of record, including any revisions thereof.
22	BY LAWS OF THE HOMEOWNERS ASSOCIATION	SEE ADDENDUM A

In Witness Whereof, the undersigned has executed this instrument on this 31st day of OCTOBER, 2007.

<p>DEVELOPER Brantley Park, LLC 10433 Hickory Path Way Knoxville, TN 37922 865-693-5066</p> <p>By: <u><i>Jimmy Dale Akins, Jr.</i></u> Jimmy Dale Akins, Jr. Its: Chief Manager</p>	<p>STATE OF TENNESSEE - COUNTY OF BLOUNT</p> <p>Personally appeared Before me, the undersigned, a Notary Public in and for the aforesaid State and County, personally appeared <u>Jimmy Dale Akins, Jr.</u>, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged him/herself to be the <u>Chief Manager</u> of <u>Brantley Park, LLC</u>, a Tennessee Limited Liability Company, the within named bargainer, a limited liability company, and that he/she as such <u>Chief Manager</u>, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the limited liability company by him/herself as <u>Chief Manager</u>.</p> <p>Notary Public <u><i>Kathleen S. Aldrich</i></u> My Commission Expires: <u>7-13-08</u></p> 
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ADDENDUM A

**BYLAWS
OF**

**Brantley Park
Homeowners Association, Inc.**

Page 12 of 28

Table of Contents

Article	Description
I	Bylaws
II	Home Owners Association
III	Board of Directors
	Schedules
A	Registered Agent and Office Address

I. BYLAWS		
1	PURPOSE	The purpose of the Bylaws is to govern the Brantley Park Homeowner's Association, Inc., hereinafter called the "Association". The terms and provisions of these Bylaws are expressly subject to the terms, provisions, conditions and authorizations contained in the Charter of Brantley Park Homeowner's Association, Inc., and the Restrictions for Brantley Park Subdivision, either of which may be amended from time to time.
2	CONFLICT INVALIDITY	If any provision of these Bylaws is in conflict with or a contradiction of the Charter, the restrictions, any applicable law, or with the requirements of any applicable regulation, then the requirements of said Charter or restrictions, law or regulation shall be deemed controlling. If any provision of these Bylaws conflicts with the provisions of a contract binding the Association, the contract governs if the contract was unanimously approved by the Board of Directors.
3	WAIVER	No restriction, condition, obligation or covenant contained in these Bylaws shall be deemed to have been abrogated or waived by reason of the failure to enforce the same irrespective of the number of violations or breaches thereof which may occur.
4	AMENDMENTS	Subject to the provisions contained in the Restrictions, these Bylaws may be altered or repealed, or new Bylaws may be made, at any meeting of the Association duly held for such purpose, previous to which written notice shall have been sent, a quorum being present, by an affirmative vote of the votes of the Association. Directors and Members not present at the meetings considering the amendment may express their approval in writing. The Bylaws may be amended by 2/3 of the voting interest of the Members.
5	SEVERABILITY	The invalidity of any part of these Bylaws shall not impair or affect in manner the enforceability or affect the remaining provisions of the Bylaws.
6	VIOLATIONS AND ENFORCEMENT	Violations. Any Owner or Director may voice a complaint against a Lot Owner for violating the Restrictions or these Bylaws or any rule adopted by the Board. The complaint shall be in writing and shall be submitted to the President of the Association. The complaint shall describe the violation and list all relevant facts and dates. The president shall notify the Lot owner against whom the complaint is filed. The president shall then notify the Board of the complaint. The Board shall decide by majority vote whether the complaint is valid and what actions should be taken, if any.

	VIOLATIONS AND ENFORCEMENT CONTINUED	<p>The Board shall determine by Majority vote the penalty if the complaint is determined to be valid and the cost of correction shall become a Special Assessment against the Lot associated with the violation. No Enforcing Party has any liability to any other party for failing to enforce the Restrictions or the Bylaws.</p> <p>Other Remedies. Either the complaining party or the party against whom the complaint is made may resort to any other legal remedies only after exhausting the procedure described above. An Owner shall remedy a Violation within fourteen (14) days after receiving written notice of the Violation from an Enforcing Party. Each day the Violation continues after that 14-day period constitutes a separate Violation. An Enforcing Party may seek to prevent or correct a Violation by proceeding in law or in equity. The prevailing party may recover costs of litigation (including reasonable attorney fees). These remedies are not exclusive and are cumulative and are in addition to any other remedies available to an Enforcing Party at law or in equity.</p> <p>No Waiver. A delay in invoking an available remedy for a Violation shall not be construed to be a waiver of the right to invoke a remedy upon the recurrence or continuation of a Violation or the occurrence of a different Violation.</p>
7	OWNER APPROVAL MANDATORY	<p>Except as provided by statute, or in the case of substantial loss to the Subdivision, unless <u>100%</u> of the Owners have given their prior written approval, the Association shall NOT be entitled to:</p> <ul style="list-style-type: none"> a) By act or omission seek to abandon or terminate the restrictive covenants. b) Change the interest or obligations of any Lot Owner for the purpose of levying Assessments or charges or allocating distributions of hazard insurance proceeds or condemnation awards or determining the pro-rata share of ownership of each Lot Owner in the Common Elements. c) Buy act or omission, seek to abandon, partition, subdivide, encumber, sell, or transfer the Common Elements (the granting of easements for public utilities or for other public purposes consistent with intended use of the Common Elements by the Condominium Project shall not be deemed a transfer within the meaning of this paragraph); or <p>The provisions of this paragraph shall not be deemed in any way to limit the rights a particular Lot Owner and his or her first Mortgagee may have with respect to matters affecting a Lot.</p>

II. HOME OWNERS ASSOCIATION

1	MEMBERSHIP	<p>The owner of record in the Blount County Register of Deeds Office of a fee interest in a Lot in Brantley Park shall automatically be a "Member" of the Association. If more than one person or entity holds an interest in a Lot, all of these persons shall be Members, but collectively entitled to only one (1) membership interest. Upon recording a deed or other instrument establishing or changing the owner of record, all membership interest of the prior owner of record shall be terminated.</p>
2	ELIGIBLE VOTERS	<p>Only a MEMBER IN GOOD STANDING shall be entitled to vote at any meeting. A member shall be deemed to be in good standing IF AND ONLY IF all Common Expense Assessments appertaining to the member's Lot are paid in full. For the purpose of this provision, Common Expense Assessments shall include all dues, special assessments, outstanding interest costs, penalties, other collection charges, and/or attorneys' fees, if any. Upon payment of the Common Expense Assessments, a member's rights and privileges shall be restored as of the time and date of payment. The developer shall always be considered a member in good standing.</p> <p>Further, if Rules and Regulations governing the use of the Property and the conduct of persons thereon have been adopted as authorized in these Bylaws, the rights and privileges of any member in violation thereof or in violation of the provisions hereof may be suspended at the discretion of the Board of Directors after written notice of the violation is sent to the member and that member shall not be in good standing, regardless of whether or not all Common Expense Assessments have been paid.</p> <p>Voting Certificate - Each Lot owner shall give the President of the Board of Directors a statement of the person authorized to cast a vote for the Member and that person's mailing address. A Member may change this designation at any time by a written statement delivered to the president. The president shall maintain a "Register" of this information. If more than one person or entity holds an interest in a Lot, the vote of the Lot shall be cast by the Member named in a "voting certificate" signed by all of the Owners of the Lot and filed with the President of the Association, and such certificate shall be valid until revoked by a subsequent certificate. If such a certificate is not on file, the vote of such Lot Owner(s) shall not be considered for any purpose.</p>

	ELIGIBLE VOTERS CONTINUED	<p>Proxy ballots shall be permitted with respect to all voting interest of a member in good standing. All proxies shall be in writing, signed by the Lot Owner or Member named in the "voting certificate", and delivered in person to the Secretary of the Association at least twenty-four (24) hours prior to the commencement of the meeting at which ballots are to be cast.</p> <p>Action by Written Consent. Whenever Members of the Association are required or permitted to take any action by vote, such action may be taken without a meeting on written consent, setting forth the action so taken, signed by the persons entitled to vote thereon.</p>
3	VOTING INTEREST	<p>Lot Owner - The voting interest of each Lot Owner is 1 vote. No vote of Members shall affect the rights retained by the Developer under the Restrictions, including the right to ULTIMATE VETO POWER.</p>
4	BINDING EFFECT	<p>Except as otherwise required by the Restrictions or Charter, or any law, the affirmative vote of a majority of the votes represented at any duly called Members' meeting at which a quorum is present shall be binding upon the Members.</p>
5	MEETINGS	<p>Notice - the Secretary of the Association shall provide written notice of all member meetings to each Lot Owner of Record. The notice will state the date, time, location, and purpose for which the meeting is called and shall be delivered at least 30 days prior to any meeting.</p> <p>Location - All meetings of the Members of the Association shall be held at the office of the Registered Agent unless otherwise specified in the notice.</p> <p>TIME AND DATE</p> <p>ANNUAL MEETINGS - shall be held @ 10:00 AM on the 1st Saturday each December beginning December 1, 2007.</p> <p>SPECIAL MEETINGS - may be called by the Developer, the President of the Board of Directors or by written demand of 25% of the voting interest of the membership. The party calling a special meeting shall send notice as specified above.</p> <p>Quorum. A quorum at a Members' meeting shall consist of a majority of the voting Interest.</p>

	<p>MEETINGS CONTINUED</p>	<p>Organization. At each meeting of the Association, the President, or in his / her absence, the Vice-President, or in their absence, Members present in person and entitled to vote, shall act as a chairperson, and the Secretary, or in his or her absence, a person whom the chairperson shall appoint, shall act as Secretary of the meeting.</p> <p>Order of Business. The order of business at the annual meeting or at any special meetings insofar as practicable shall be:</p> <ol style="list-style-type: none"> 1) Roll Call to establish a quorum 2) Proof of notice of meeting or waiver of notice 3) Reading of minutes of preceding meeting 4) Election of the Board of Directors (see next section) 5) Reports of Committees (if any) 6) Unfinished Business 7) New Business 8) Ratification of Budget 9) Adjournment
6	<p>OPERATING BUDGET</p>	<p>The Board of Directors shall prepare an annual budget for the upcoming year before the annual member meeting. The budget shall include all projected expenses including management fees for the calendar year following plus an amount set aside as a "Reserve". The Association shall provide each Owner with a copy of the operating budget prior to January 1st of each year and the budget shall specify the amount of dues for each owner. The Association may modify the budget / dues assessment as needed prior to the end of the calendar year.</p> <p>If the Board of Directors fails to prepare an operating budget as noted above, this failure shall not be deemed a waiver or modification in any respect of the provisions of the Restrictions or Bylaws or a release of any Owner from the obligation to pay the Assessments, or an installment thereof for that or any subsequent year, but the Assessment fixed for the preceding year shall continue until a new Assessment is fixed.</p> <p>COMMON EXPENSES TO BE INCLUDED IN THE BUDGET</p> <p>The budget for the Brantley Park Homeowner's Association shall include but not be limited to the following:</p> <ul style="list-style-type: none"> ➤ Electric – Common Area ➤ General Liability Insurance ➤ Management Fees, if desired ➤ Mowing & Landscaping ➤ Reserves for general repairs ➤ Signage ➤ Irrigation of Landscaped Areas

7	ASSESSMENTS	<p>An assessment shall be made against ALL lots (excluding any "common area" lots owned by the Association), for the payment of expenses as defined in the budget. Each Lot Owners' portion of the assessment shall be allocated based on their voting rights and under all circumstances shall be due and payable regardless of whether voting rights may be terminated.</p> <p>All assessments collected shall be maintained in a checking account owned and maintained by the Association and shall be used exclusively to fund the expenses of the Association.</p> <p>Beginning January 1st, 2008 and on each January 1st thereafter, the owner of record (as recorded in the Register of Deeds in Blount County) of each lot SHALL BE LIABLE FOR THE ANNUAL ASSESSMENT ("DUES") FOR THE UPCOMING CALENDAR YEAR. The DUES ASSESSMENT shall be \$200.00 per year, per Lot, payable within 30 days of receipt of invoice. The invoice for the dues shall be mailed by the Association to each lot owner no later than March 31st of each year.</p> <p>The dues shall be paid in a single payment to the "Brantley Park Homeowner's Association, Inc." and mailed to the address specified on Addendum A unless otherwise directed by the Association. The dues shall not cease unless otherwise provided by an amendment to the Bylaws. The dues amount may be changed by the Board of Directors of the Association. In determining the amount of increase in the assessment, the Board of Directors shall be required to provide an amount reasonably sufficient to pay all expenses of the Association.</p> <p>It shall be the responsibility of each prospective lot owner to verify with the Association that all outstanding assessments for the lot have been paid prior to closing. Failure of the previous owner to pay any and all assessments prior to transferring of title does not relieve the new owner from any delinquent dues, regardless of whether the Association recorded a lien. The obligation of dues SHALL pass to the Owner's successor in title and shall be the responsibility of any new owner. By accepting a deed at closing, each lot owner agrees to pay any and all delinquent dues pertaining to said Lot, including any interest charges and fines if applicable; further, the Association reserves the right to lien any current or future owner of said lot for any uncollected assessment.</p> <p>The Association shall NOT be required to arbitrate any lien, demand payment as a condition of closing, or prorate dues. The Association shall only be required to provide a written statement of assessments owed on a specific Lot, to any party that request said statement in writing.</p> <p>The provisions of these bylaws in no way are intended to limit the prospective lot owner's right to demand payment of past due assessments as a condition of closing or to prorate dues.</p>
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8	REFUNDS	No portion of an Assessment shall be refunded to an Owner. If the funds collected exceed the amount necessary to pay the charges for which the Assessment was made, the excess funds shall be applied to reduce the amount needed to satisfy the following year's Operating Budget or held in Reserve . 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 Lot.
9	SPECIAL ASSESSMENTS	The Association may impose a "Special Assessment" upon Owners to pay for Common Expenses that are deemed extraordinary and unanticipated or for other charges that are designated as Special Assessments under these bylaws. Special Assessments must be paid under the terms of the Special Assessment. Any such Special Assessment shall be apportioned in the same manner as a regular Assessment and shall receive the assent of sixty six percent (66%) of all of the voting rights eligible to be cast by all of the Members.
10	LATE FEE	If any Assessment is not paid within 60 days of receipt of invoice, the Assessment shall bear interest from the due date at the rate of ten percent (10%) per annum.
11	LIENS	<p>Any portion of an Assessment that is not paid by its due date shall become a lien upon the Lot against which the Assessment was made under the following terms:</p> <ol style="list-style-type: none"> 1) The lien shall include the amount of the unpaid Assessment plus Interest plus costs to record and enforce the lien (including without limitation reasonable attorney fees). 2) The lien may be claimed by Association. 3) The Association may execute a "Notice of Lien," which is a statement reciting that a lien is claimed and the amount of the lien. If this statement is executed, it shall then be recorded in the Office of the Register of Deeds for Blount County, Tennessee. 4) The Association may bring suit in a court of competent jurisdiction in Blount County, Tennessee, to enforce the lien. 5) The first properly recorded mortgage or deed of trust encumbering a Lot for the purpose of purchasing the Lot shall be superior to any lien for unpaid Assessments. The priority of other mortgages, deeds of trust, or liens over a lien for unpaid Assessments shall be determined by the order in which the instrument is recorded in relation to the notice of lien. 6) In addition and as an alternative to the remedy of foreclosing a lien for Assessments, the Association shall have the right to bring suit to collect unpaid Assessments (plus interest, costs, and reasonable attorney's fees).

12	OTHER ASSETS	The Association may acquire and hold, for the benefit of the Lot Owners, tangible and intangible personal property and may dispose of that property by sale or otherwise; and the beneficial interest in this property shall be held by the Owners in the same proportion as their respective percentage undivided interest in the Common Elements; and such ownership shall not be transferable except with the transfer of the title to a Lot. The transfer of the title to a Lot shall vest in the transferee ownership of the transferor's beneficial interest in this personal property.
13	REGISTERED AGENT	The Association's Registered Agent is identified on Schedule A of these Bylaws as amended.
14	OFFICE	The Association's office shall be the office of the "Registered Agent" as identified on Schedule A.
15	SEAL	The Law no longer requires a corporation to have a seal. Because a corporation is an artificial person, a corporate seal formerly was taken as the signature of the corporation. The Association will have a seal only if the Board adopts one. It may be useful to adopt a seal if, for example, some jurisdiction requires a corporate seal. If the Association adopts a seal, the presence or absence of the seal on an instrument does not affect the instrument's character, validity, or legal effect.

III. BOARD OF DIRECTORS

1	ELECTION	The initial Board of Directors shall be appointed by the Developer and shall serve until the first annual meeting of the members. Subsequent members of the Board of Directors shall be Lot Owners elected by a majority of the voting interest of the Eligible Voters. Board members can serve in more than one capacity if appointed or elected to such capacity. The election of Board of Directors shall be by a secret ballot.
2	VACANCIES	Vacancies on the Board of Directors caused by any reason other than the removal of a director by a vote of the Members of the Association shall be filled by a vote of a majority of the remaining directors at a special meeting of the Board of Directors held for that purpose promptly after the occurrence of any such vacancy; provided, however, in the event that the vacancies on the Board of Directors result in one (1) or fewer directors remaining on the Board of Directors, a special meeting of the Association shall be called by the President in order to fill such vacancies. Each person so elected at a special meeting of the Association shall serve as a director for the remainder of the term of the director whose term he or she is filling and until his or her successor is duly elected and qualified. If the vacancy has been filled by a vote of the remaining directors, each person so elected shall be a director until his or her successor is elected at the next meeting of the Association.
3	REMOVAL FROM OFFICE	<p>At any duly held meeting of the Association, any member of the Board of Directors may be removed for any reason by a majority of the voting interest held by the Members represented, and a successor may be then and there elected to fill the vacancy thus created. Each person so elected shall be a member of the Board of Directors for the remainder of the term of the original board member whose term he or she is filling and until his or her successor is duly elected. Any director whose removal has been proposed shall be given an opportunity to be heard at the meeting.</p> <p>The Board of Directors shall declare that a board member has resigned if the board member fails to attend three consecutive Board Meetings.</p>

4	OFFICERS, DUTIES, & TERM OF OFFICE	<p>The Board of Directors shall consist of the following (3) officers and each officer shall have a term of office as noted:</p> <table border="0"> <tr> <td>President</td> <td>1 Year</td> </tr> <tr> <td>Vice President</td> <td>1 Year</td> </tr> <tr> <td>Secretary / Treasurer</td> <td>2 Years</td> </tr> </table> <p>President - The President shall be the chief executive officer of the Association and shall preside at all meetings of the Association and the Board of Directors. The president shall have all the powers and duties which are usually vested in the office of the President of an association to appoint committees from among the Members, as he / she deems appropriate, to assist in the conduct of the affairs of the Association.</p> <p>Vice-President - The Vice-President shall, in the absence or disability of the President, exercise the powers and perform the duties of the President. If neither the President nor the Vice-President are able to act, the Board of Directors shall appoint some other person to do so on an interim basis. He or she shall also generally assist the President and exercise such other powers and perform such other duties as shall be prescribed by the directors.</p> <p>Secretary / Treasurer - The Secretary / Treasurer shall keep the minutes of all proceedings of the Board of Directors and the Members and shall keep the minute book and record all proceedings therein. He or she shall attend to the giving and serving of all notices to the Members and directors, and such other notices required by law. He or she shall keep the books and records of the Association, except those of the Treasurer, and shall perform all other duties incident of the office of the Secretary of an association and as may be required by the directors or President. The Secretary / Treasurer shall have custody of all of the property of the Association, including funds, securities and evidences of indebtedness. He or she shall keep the Assessment rolls and accounts of the Members; he or she shall keep the books of the Association in accordance with good accounting practices; and he or she shall perform all other duties incident to the office of Treasurer.</p>	President	1 Year	Vice President	1 Year	Secretary / Treasurer	2 Years
President	1 Year							
Vice President	1 Year							
Secretary / Treasurer	2 Years							
5	QUORUM	Any 2 members of the Board of Directors shall constitute a quorum for the transaction of business.						
6	MEETINGS	All meetings of the Board of Directors shall be held as specified by the President of the Association and at least one (1) such meeting shall be held each fiscal year. The president is only required to provide notice of board of directors meetings to the officers noted above. However, all meetings shall be open to any member of the association.						

7	POWERS & DUTIES	<p>The Board of Directors may act in all instances on behalf of the Association, except as provided by the restrictions, these Bylaws, or other applicable law. The Board of Directors shall have, subject to the aforementioned limitations, the powers and duties necessary for the administration of the affairs of the Association, which shall include, but not be limited to the following:</p> <ul style="list-style-type: none"> a) To make, levy and collect Assessments against Members and to use the proceeds of said Assessments in the exercise of the powers and duties granted unto the Association. b) To cause the Common Areas to be maintained according to accepted standards established by the Association, including the maintenance and repair of the designated drainage easements and detention areas or basins as shown on the recorded plat. The Association shall file with the appropriate authority, any reports and plans necessary to maintain and manage the detention area according to the Storm Water Pollution Plan filed by the developer. c) To make and amend Rules and Regulations governing the use of the Property, for the use and benefit of the Members, so long as such Rules and Regulations and limitations which may be placed upon the use of such Property do not conflict with the terms of the Charter. d) To acquire, operate, lease, manage, and otherwise trade and deal with property, real and personal, as may be necessary or convenient in the operation and management of the Common Elements and in accomplishing the purposes set forth in the Charter; e) To contract for the management of the Association, and to delegate to such manager all of the powers and duties of the Association, with the cost of employing such manager to be a part of the Common Expenses; f) To comply with and to enforce by legal means all terms and conditions of the Charter, the Restrictions, and these Bylaws hereafter promulgated governing the use of the Lots or Common Area in the Development. g) To pay all taxes and assessments which are liens against any part of the Property and to assess the same against the Members and their respective Lots; h) To carry insurance for the protection of the Association i) To employ personnel (including, without limitation, attorneys and accountants) for reasonable compensation to perform the services required for proper administration of the Association, with such costs to be Common Expenses;
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	<p>POWERS & DUTIES</p> <p>CONTINUED</p>	<p>j) To borrow money for any legitimate purposes which may be necessary for the improvement, maintenance, and well-being of the Property, the repayment of which shall be Common Expenses</p> <p>k) To cause to be kept a complete record of all its acts and corporate affairs and to present a summary report thereof to the Members at the annual meeting or at any special meeting;</p> <p>l) To delegate to the Members responsibilities concerning the maintenance, repair, and replacement and insurance of portions of the Property</p> <p>m) To exercise any other power necessary and proper for the governance of the Association.</p> <p>n) Enforcement. The Board of Directors shall have the power, at its sole option, to enforce the terms of this instrument or any rule or regulation promulgated pursuant thereto, by any or all of the following: lawful self-help; sending notice to the offending party to cause certain things to be done or undone, restoring the Association to its original position and charging the breaching party with the entire cost or any part thereof; complaint to the duly constituted authorities; or by taking any other action before any court, summary or otherwise, as may be provided by law.</p> <p>o) Fines. The Board shall also have the power to levy fines against any Lot Owner(s) for violation(s) of any Rule or Regulation of the Association or for any covenants or restrictions contained the Bylaws in accordance with applicable law. Any such fine shall be considered and shall be an additional Assessment against the applicable Lot Owner.</p>
8	<p>CONSENT IN LIEU OF MEETING AND VOTE</p>	<p>Anything to the contrary in these Bylaws, the Charter or the restrictions notwithstanding, the entire Board of Directors shall have the power to take action on any matter on which it is authorized to act, without the necessity of a formal meeting and vote if the entire Board of Directors, or all the directors empowered to act, whichever the case may be, shall consent in writing to such action.</p>
9	<p>COMPENSATION</p>	<p>The officers of the Association shall be paid to manage the affairs of the association only as deemed appropriate and as allocated in the annual operating budget that is voted upon by the Association. Nothing herein stated shall prevent any officer or director, or committee member from being reimbursed for out-of-pocket expenses or compensated for services rendered in any other capacity to or for the Association; provided, however, that any such expenses incurred or services rendered shall have been authorized in advance by the Board of Directors.</p>

10	INDEMNIFICATION	Each director, officer or committee member of the Association shall be indemnified by the Association against all expenses and liabilities, including counsel fees, reasonably incurred by or imposed upon him or her in connection with any proceeding to which he or she may be a party, or in which he or she may become involved, by reason of his or her being or having been a director, committee member or agent of the Association or in any settlement thereof, whether or not he or she is a director or officer at the time such expenses are incurred, except in such cases wherein he or she is adjudged guilty of willful misfeasance or gross negligence in the performance of his or her 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 in the best interest of the Association. The foregoing right of indemnification shall be in addition to and not exclusive of all other rights to which such director, officer or committee member may be entitled. This indemnification shall apply to the full extent allowed by present or hereafter-enacted Tennessee law. All Tennessee statutes relating to this type of indemnification are incorporated into these Bylaws by reference to the extent that The statues in effect at the time an action is commenced shall prevail over other statutes. When options are given in the statutes, the option providing the broadcast indemnification to the officer or Director shall prevail.
11	EXCULPABILITY	Unless acting in bad faith, neither the Board of Directors as a body nor any director, officer, committee member or agent of the Association, shall be personally liable to any Member in any respect for any action or lack of action arising out of the execution of his or her office. Each Member shall be bound by the good faith actions of Board of Directors, officers, committee members or agents of the Association, in the execution of the duties of said directors, officers, committee members or agents.
12	FISCAL MANAGEMENT	<p>Books and Records - The Board of Directors shall keep a book with a detailed account of the receipts and expenditures affecting Brantley Park Homeowners Association and its administration and specifying the maintenance and repair expense of the Common Elements and any other expenses incurred.</p> <p>Such book, the vouchers accrediting the entries made thereon, copies of the Restrictions, the Bylaws, the Rules and Regulations and other books, records and financial statements of the Association shall be maintained at the principal office of the Association and shall be available for inspection by Members or by holders, insurers and guarantors of Mortgages that are secured by Lots in Brantley Park normal business hours or under any other reasonable circumstances.</p>

<p>FISCAL MANAGEMENT</p> <p>CONTINUED</p>	<p>The Association shall also make available to prospective purchasers, current copies of the Declaration, By-Laws, other rules governing the condominium, and the most recent annual audited financial statements, if such is prepared. "Available" shall at least mean available for inspection upon request, during normal business hours or under other reasonable circumstances</p> <p>Upon written request from any of the agencies or corporations which has an interest or prospective interest in the condominium, the Association shall prepare and furnish, within a reasonable time, an audited financial statement of the Association, for the immediately preceding fiscal year.</p> <p>Financial Statements – The Board of Directors shall submit all internal books and records to a CPA on an annual basis for the preparation of a compiled income statement and balance sheet and for the filing of tax returns and other forms as required by applicable laws. All expenses associated with the internal bookkeeping and the services of a CPA shall be deemed common expenses. Any member or any holder of a first Mortgage on a Lot shall, upon written request, be entitled to a copy of the audit report provided it pays any reasonable expenses of the Association incurred in rendering such copy.</p> <p>Depository - The Board of Directors shall maintain a depository account at a federally insured financial institution. The withdrawal of all funds shall be via a duly authorized check signed by any 2 members of the Board of Directors.</p> <p>Management Contracts - The Association may enter into professional management contracts or other agreements; provided, however, that each such contract or other agreement shall contain a right of termination with or without cause that the Association can exercise at any time.</p> <p>Fiscal Year. The Association's Fiscal Year ends December 31. The Board may change the Association's Fiscal Year whenever it seems useful, provided that this change is permitted by law. A change in the Association's Fiscal Year will not be treated as a change in these Bylaws.</p> <p>Inspection of Records. The Association shall open its minute books and all other records for examination by a Member only under the following conditions:</p> <ul style="list-style-type: none"> A A Member who wishes to copy, examine, inspect, or have access to the Association's records must submit a written request to the secretary of the Association. B The secretary of the Association must notify the Member of the place at which the inspection may be conducted. The secretary's response must be within 30 days after receipt of that request.
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Schedule A

REGISTERED AGENT & OFFICE

Name of Agent: Dale Akins
Title: President
Company: Brantley Park Homeowners Association, Inc.
Principal Address: 10433 Hickory Path Way
Knoxville, TN 37922
Phone: 865-693-5066
Jurisdiction: Tennessee