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This Instrument Prepared By:
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**BY-LAWS OF
BURTON FARMS SECTION VI
HOMEOWNER'S ASSOCIATION INC.**

**ARTICLE I
PURPOSE**

These By-Laws are established for the benefit of the Burton Farms Section VI Homeowner's Association, Inc., a Tennessee non-profit corporation, to provide for the enforcement of the Restrictive Covenants of Burton Farms Section VI and to administer and maintain the common areas of a subdivision (hereinafter referred to as "Common Areas") known as Burton Farms, Section VI, in Rutherford County, Tennessee, and more particularly as shown on the Plat of record in Plat Book 42, page 34, and any additional sections added thereto, and amendments thereof, of the Register's Office of Rutherford County, Tennessee.

**ARTICLE II
APPLICATION AND ACCEPTANCE**

All present or future owners are subject to the regulations set forth in these By-Laws. The acquisition or rental of any of the lots of the subdivision or occupancy of any of said lots shall signify that these By-Laws are accepted, ratified, and obligatory, and will be complied with.

These By-Laws, and each change made in accordance herewith, are and shall be covenants running with each lot and binding on each successive co-owner, lessee, or mortgagee of each lot in Burton Farms Section VI.

**ARTICLE III
VOTING, MAJORITY OF OWNERS, QUORUM, PROXIES**

Section 1. Voting. There shall be one person with respect to each lot ownership who shall be entitled to vote at any meeting of the lot owners. The lot owner may be the owner, or one of a group composed of all of the owners of a lot. Each owner or group of Owners shall be entitled to (1) vote for each lot owned.

Section 2. Majority of Owners. As used in these By-Laws, and unless otherwise stated, the term "majority of owners" shall mean those owners holding over fifty percent (50%) of the votes.

Section 3. Quorum. Except as otherwise provided in these By-Laws, the presence in person or by proxy of 25% of the lot owners shall constitute a quorum.

Section 4. Proxies. Votes may be cast in person or by proxy. Proxies must be filed with the Secretary before the appointed time of each meeting.

**ARTICLE IV
ADMINISTRATION**

Section 1. Association Responsibilities. The owners of the lots will constitute the Association. The Association, by and through its Board of Directors, shall have the responsibility of approving the annual budget, establishing and collecting assessments, enforcing the Restrictive Covenants of the Subdivision, and arranging for the management and maintenance of the Common Areas as well as any fences surrounding the Common Areas as required by the Town of Smyrna Planning Commission. Except as otherwise provided, decisions and resolutions required to be approved by members of the Association shall require approval by a majority of owners.

In the event that an owner of a lot is a corporation or partnership, then that entity shall designate one of the partners, shareholders, officers, or directors as that entity's representative and member of the Association.

Section 2. Place of Meetings. Meetings of the Association shall be held at the principal office of the development or such other suitable place convenient to the owners as may be designated by the Board of Directors.

Section 3. Annual Meetings. The annual meetings shall be held on the second Monday of June, unless a holiday, and then on the following Tuesday, of each succeeding year. At such meetings there shall be elected by ballot of the owners a Board of Directors in accordance with requirements of Section 5 of Article V of these By-Laws. The owners may also transact such other business of the Association as may properly come before them.

Section 4. Special Meetings. It shall be the duty of the President to call a special meeting of the owners as directed by resolutions of the Board of Directors, or upon a petition signed by a majority of the owners and having been presented to the Secretary. The notice of any special meeting shall state the time and place of such meeting and the purpose thereof. No business shall be transacted at a special meeting except as stated in the notice unless by consent of all of the owners present, either in person or by proxy.

Section 5. Notice of Meetings. It shall be the duty of the Secretary to mail, electronic mail or hand-deliver a notice of each annual or special meeting, stating the purpose thereof, as well as the time and place where it is to be held, to each owner of record, at least five (5) but not more than ten (10) days prior to such meeting. The mailing, electronic mailing, or hand-delivery of a notice in the manner provided in this Section shall be considered notice served.

Section 6. Adjourned Meetings. If any meeting of the owners cannot be organized because a quorum has not attended, the owners who are present, either in person or by proxy, may adjourn the meeting to a time not less than five (5) days from the time the original meeting was called. Notice of the rescheduled meeting shall be given in writing or electronically to all lot owners. The quorum of such meeting shall be 15% of the lot owners.

ARTICLE V **BOARD OF DIRECTORS**

Section 1. Number and Qualifications. The affairs of the Association shall be governed by a Board of Directors composed of three (3) persons, each member being a lot owner in good standing.

Section 2. Powers and Duties. The Board of Directors shall have the powers and duties necessary for the administration of the affairs of the Association and may do all such acts and things as are not by law or by these By-Laws prohibited.

Section 3. Other Duties. In addition to duties imposed by these By-Laws or by resolutions of the Association, the Board of Directors shall be responsible for the following:

- (a) Care, upkeep, operation, and maintenance of the Common Areas.
- (b) Establishment and Collection of assessments from the co-owners.
- (c) Designation and dismissal of the personnel necessary for the maintenance of the Common Areas.
- (d) Enforcement of the Restrictive Covenants of the Subdivision.
- (e) Establishment of an annual budget.
- (f) Enter into contracts for Association, including loan agreements.
- (g) Establish an enforcement mechanism, including fines.
- (h) Obtain fidelity bonds for the performance of the duties of the Directors and Officers of the Association, and liability insurance for all common areas of the subdivision upon such terms and in amounts deemed reasonable by the Board.

Section 4. Management Agent. The Board of Directors may employ for the Association a Management Company or Management Agent at a compensation established by the Board to

perform such duties and services as the Board shall authorize including, but not limited to, the duties listed in items (a) through (d) of Section 3 of this Article.

Section 5. Election and Term of Office. The initial Board of Directors shall be composed of the members of the Architectural Review Committee as set forth in the Restrictive Covenants Applying to Burton Farms, Section VI filed in Record Book 1684, page 3784, of record in said Register's Office. At each annual meeting of the Association, any vacancy in the Board of three (3) Directors shall be elected for a period of three (3) years, or until their successors are elected, whichever is later, except the terms of the initial Board shall coincide with the initial terms of the Architectural Review Committee. Board members shall serve without compensation.

Section 6. Vacancies. Vacancies in the Board of Directors caused by any reason other than the removal of a Director by a vote of the Association shall be filled by vote of the majority of the remaining Directors, even though they may constitute less than a quorum, and each person selected shall take office immediately and serve the remainder of the unexpired term.

Section 7. Removal of Directors. At any regular or special meeting duly called, any one or more of the Directors may be removed with or without cause by a majority of all of the owners (i.e., not just those owners present at the meeting), and a successor may then and there be elected to fill the vacancy thus created and serve the remainder of the term of the removed Director. Any Director whose removal has been proposed by the owners shall be given an opportunity to be heard at the meeting.

Section 8. Organization Meeting. The first meeting of a newly elected Board of Directors shall be held within ten (10) days of election, at such place as shall be fixed by the Directors at the meeting at which such Directors were elected, and no notice shall be necessary to the newly elected Directors in order to legally constitute such meeting, providing a majority of the whole Board be present.

Section 9. 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 Directors, but at least two (2) such meetings shall be held during each fiscal year. Notice of regular meetings of the Board of Directors shall be given to each Director, personally or by mail, electronic mail, telephone, or telegraph, at least three (3) days prior to the day named for such meeting.

Section 10. Special Meetings. Special meetings of the Board of Directors may be called by the president on two (2) days' notice to each Director, given personally or by mail, electronic mail, telephone, or telegraph, which notice shall state the time, place (as hereinabove provided), and purpose of the meeting. Special meetings of the Board of Directors shall be called by the President or Secretary in like manner and on like notice, on the written request of any one (1) Director.

Section 11. Waiver of Notice. Before or at any meeting of the Board of Directors, any Director may, in writing, waive notice of such meeting, and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a Director at any meeting of the Board shall be a waiver of notice by him of the time and place thereof. If all the directors are present at any meeting of the Board, no notice shall be required, and any business may be transacted at such meeting.

Section 12. Board of Directors' Quorum. At all meetings of the Board of Directors, a majority of the Directors shall constitute a quorum for the transaction of business, and the acts of the majority of the Directors present at a meeting at which a quorum is present shall be the acts of the Board of Directors. 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. At any such adjourned meeting, any business which might have been transacted at the meeting as originally called may be transacted without further notice.

Section 13. Liability of the Board of Directors. The members of the Board of Directors shall not be liable to the co-owners for any mistake of judgment, negligence, or otherwise, except for their own individual willful misconduct or bad faith. The co-owners shall indemnify and hold harmless each of the members of the Board of Directors against all contractual liability to others arising out of contracts made by the Board of Directors on behalf of the Subdivision unless any

such contract shall have been made in bad faith or contrary to the provisions of these By-Laws. It is intended that the members of the Board of Directors shall have no personal liability with respect to any contract made by them on behalf of the Subdivision. It is also intended that the liability of any co-owner arising out of any contract made by the Board of Directors or out of the aforesaid indemnity in favor of the members of the Board of Directors shall be limited to such proportion of the total liability thereunder, as his interest in the common elements bears to the interest of all the co-owners in the common elements. Every agreement made by the Board of Directors or by the Managing Company or Managing Agent on behalf of the Subdivision shall provide that the members of the Board of Directors or the Managing Company or Managing Agent, as the case may be, are acting only as agents for the council of co-owners and shall have no personal liability thereunder (except as co-owners), and that each co-owner's liability thereunder shall be limited to such proportion of the total liability thereunder as his interest in the Subdivision bears to the interest of all owners in the Subdivision.

ARTICLE VI **OFFICERS**

Section 1. Designation. The principal officers of the Association shall be a President and a Secretary/Treasurer, all of whom shall be elected by and from the Board of Directors. The Directors may appoint such other officers as in their judgment may be necessary, and they need not be members of the Board of Directors. All officers shall serve without compensation.

Section 2. Election of Officers. The officers of the Association shall be elected annually by the Board of Directors at the organization and meeting of each new Board and shall hold office at the pleasure of the Board.

Section 3. Removal of Officers. Upon an affirmative vote of a majority of the members of the Board of Directors, any officer may be removed, either with or without cause, and his successor elected at any regular meeting of the Board of Directors, or at any special meeting of the Board called for such purpose.

Section 4. President. The President shall be the executive officer of the Association. He shall preside at all meetings of the Association and of the Board of Directors. He shall have all the general powers and duties which are usually vested in the office of the president of an association, including but not limited to, the power to appoint committees from among the owners from time to time as he may in his discretion decide to be appropriate to assist in the conduct of the affairs of the Association.

Section 5. Secretary/Treasurer. The Secretary/Treasurer shall keep the minutes of all meetings of the Board of Directors and the minutes of all meetings of the Association; he shall have charge of such books and papers as the Board of Directors may direct; and he shall, in general, perform all the duties incident to the office of the Secretary. He shall have responsibility for Association funds and securities and shall be responsible for keeping full and accurate accounts of all receipts and disbursements in books belonging to the Association. He shall be responsible for the deposit of all monies and other valuable effects in the name, and to the credit, of the Association in such depositories as may from time to time be designated by the Board of Directors. Day-to-day record keeping may be delegated by the Board of Directors to the Management Company.

ARTICLE VII **OBLIGATION OF THE OWNERS**

Section 1. Assessments and Creation of Liens. Except as otherwise provided in the Restrictive Covenants applying to the subdivision, all owners shall be obligated to pay any annual and special assessments imposed by the Association to meet the common expenses, including, but not limited to, taxes, insurance, management fees, maintenance and professional fees, and payment thereof shall be made not later than 15 days of the date of the assessment. All such assessments, as set by the Board pursuant to the Restrictive Covenants, Articles of Incorporation and these By-Laws, shall be due and payable in advance either monthly, quarterly or annually as established by the Board. The Board has a right to levy special assessments as the need arises. Notwithstanding anything to the contrary contained herein, assessments shall not commence as to any unimproved Lot until the earlier of (i) one year following the closing date for the purchase of said Lot from Developer or (ii) the date of receipt of a certificate of occupancy for a single family residence on

the Lot. A member shall be deemed to be in good standing and entitled to vote at any annual or special meeting of members, within the meaning of these By-Laws, if, and only if, he shall have fully paid all assessments made or levied against him. All assessments, together with interest, costs and reasonable attorney's fees, shall be a continuing lien upon the Lot from the date when each assessment is due until such assessment is paid in full. Such lien shall be subordinate to the lien of any first mortgage now or hereafter placed on the Lot.

Section 2. Materialmen's, Judgment or Tax Lien. Each owner agrees to indemnify and to hold each of the other owners harmless for his proportionate share of any and all Materialmen's, judgment or tax liens filed against the Common Area for labor, materials, services or other products incorporated in the Common Area. In the event suit for foreclosure for a materialmen's lien, judgment or tax lien is commenced, the within ninety (90) days thereafter, such owner shall be required to deposit with the association cash or appropriate bond equal to the amount of his proportionate share of such claim plus interest for one (1) year. Such sum shall be held by the Association pending final adjudication or settlement of the claim for litigation. Disbursements of such funds or proceeds shall be made by the Association to insure payment of or on account of such final judgment or settlement. Any deficiency shall be paid by the owners, and his failure to so pay shall entitle the Association to make such payment, and the amount thereof shall be a debt of the owner and a lien against his property.

Section 3. Access to Lot. An owner shall permit the Managing Company or Managing Agent or the person authorized by the Board of Directors the right of access to the owner's lot from time to time during reasonable hours that may be necessary for the enforcement of the Restrictive Covenants or for the maintenance of the Common Areas or at any time deemed necessary by the managing agent or Board of Directors for the making of emergency repairs to prevent damage to any of the Common Areas.

ARTICLE VIII **AMENDMENTS**

Section 1. These By-Laws may be amended by the Association in a duly constituted meeting for such purpose, and no amendment shall take effect unless approved by owners representing more than fifty-one percent (51%) of the total voting power of all lots in the development, including lots in additional sections added to the development. Provided, however, that no amendments shall annul or dissolve the Homeowners Association without the approval of the Town of Smyrna Planning Commission.

Section 2. In the case of any conflict between the Articles of Incorporation and these By-Laws, the Articles shall control; and in the case of any conflict between the Restrictive Covenants and these By-Laws, the Restrictive Covenants shall control.

ARTICLE IX **MISCELLANEOUS**

The fiscal year of the Association shall begin the first day of January and end on the 31st day of December every year, except that the first fiscal year shall begin on the date of incorporation.

APPROVED BY:

BURTON FARMS SECTION VI
HOMEOWNER'S ASSOCIATION, INC.

By: 

David V. Waldron, President

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SS.

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20 WITNESS MY HAND and official seal at office in Murfreesboro, Tennessee, on the
day of June, 2018.

10/17/21

Notary Public

George H. White

