

AMENDED AND RESTATED BY-LAWS
OF
FOOTHILLS POINTE OWNERS' ASSOCIATION, INC.

ARTICLE I

NAME AND LOCATION

The name of the corporation is Foothills Pointe Owners' Association, Inc., hereinafter referred to as "Association." The principal office of the corporation shall be located at 350 Southshore Drive, Greenback, Tennessee 37742, but meetings of Owners and Directors may be held at such place within the State of Tennessee, as may be designated by the Board of Directors.

ARTICLE II

DEFINITIONS

Reference is made to Article I of the current Amended and Restated Declaration of Covenants, Conditions and Restrictions of Foothills Pointe on Tellico Lake for "Definitions" which are incorporated herein by reference.

ARTICLE III

MEETINGS OF OWNERS

Section A. Annual Meetings. The regular annual meeting of the Owners shall be held at a day and time and location as set by the Board of Directors. The annual meeting will be conducted in accordance with Robert's Rules of Order and Tennessee law.

Section B. Special Meetings. Special meetings of the Owners may be called at any time by the president or by the Board or upon written request of the Owners who are entitled to vote one-tenth (1/10) of all the votes of the Ownership.

Section C. Notice of Meetings. Written or electronic notice of each meeting of the Owners shall be given by, or at the direction of, the secretary or person authorized to call the meeting, by mailing a copy of such notice, postage prepaid, or sending an electronic notification at least thirty (30) days but not more than sixty (60) days before such meeting to each Owner entitled to vote. Notice shall be sent to the Owner's physical address or email address last appearing on the books of the Association or supplied by such Owner to the Association for purposes of notice. Such notice shall specify the place, day and hour of the meeting, and in

the case of a special meeting, the purpose of the meeting. An Owner must advise the Secretary in writing if the Owner does not want electronic notices, but instead wants notices mailed.

Section D. Quorum. The presence at the meeting of Owners entitled to cast, or of proxies entitled to cast, one-tenth (1/10) of all the votes of the Ownership shall constitute a quorum for any action except as otherwise provided in the Governing Documents. If, however, such quorum shall not be present or represented at any meeting, the Owners entitled to vote shall have the power to adjourn the meeting without notice other than announcement at the meeting, until a quorum shall be present or be represented.

Section E. Proxies. At all meetings of Owners, each Owner may vote in person or by proxy. All proxies shall be in writing and filed with the secretary for each specific meeting. Every proxy shall be revocable by the Lot or Living Unit Owner.

Section F. Voting. The aggregate number of votes for all Owners of the Association shall be equal to the number of Lots and Living Units shown on the Plat, and each Lot and Living Unit Owner shall be entitled to vote according to ownership in the Association. Each Owner's respective percentage of ownership interest in the Association shall be as set forth in the Declaration. If any Lot or Living Unit Owner consists of more than one person, the voting rights of such Lot or Living Unit Owner shall not be divided but shall be exercised as if the Lot or Living Unit Owner consisted of only one person in accordance with the proxy or other designation made by the Persons constituting such Lot or Living Unit Owner.

1. The Developer may exercise the voting rights with respect to Lots or Living Units owned by it.

2. A Lot or Living Unit Owner shall be suspended from voting if in default of the payment of assessments or in noncompliance with the Declaration until such default/noncompliance has been cured. A Lot or Living Unit Owner shall be deemed to be in default if he/she has not paid his/her Assessments to the Board, or its agent, within the billing period or has not resolved a violation of the Declaration as notified by the Board of Directors.

ARTICLE IV

BOARD OF DIRECTORS; SELECTION; TERM OF OFFICE

Section A. Number. The affairs of this Association shall be managed by a Board of five (5) Directors, who must be Owners. The number of Directors may be increased by a majority vote of the Owners at a meeting of the Owners.

Section B. Term of Office. In order to maintain continuity of management, the term of office for the Directors shall be on a three-year cycle with the number to be elected apportioned equally each year and the number dependent on the size of the Board. The election for directors shall be at the annual meeting each year. In the event of an increase in the number of Directors, the necessary numbers of Directors will be elected to maintain the cycle.

Section C. Removal/Resignation. By majority vote, the Members may remove a Director elected by the Members, with or without cause, at a meeting called for the purpose of removing the Director. The meeting

notice must state that the purpose or one of the purposes of the meeting is to remove the Director. The Board may remove a Director appointed by the Board, with or without cause, at any meeting of the Board by a vote of 2/3 of the Directors present and voting. In the event of death, resignation or removal of a Director, his/her successor shall be selected by the remaining members of the Board and shall serve for the unexpired term of his/her predecessor.

Section D. Compensation. No Director shall receive compensation for any service rendered to the Association. However, any Director may be reimbursed for actual expenses incurred in the performance of the duties.

Section E. Action Taken Without A Meeting. The Directors shall have the right to take any action in the absence of a meeting which they could take at a meeting by obtaining the written or electronic vote of all the Directors. Any action so approved shall have the same effect as though taken at a meeting of the Directors and shall be recorded at the next meeting of the Board.

ARTICLE V

NOMINATION AND ELECTION OF DIRECTORS

Section A. Nomination. Nomination for election to the Board of Directors shall be made by a Nominating Committee. Nominations may also be made from the Floor at the annual meeting. The Nominating Committee shall consist of a Chair, who shall be the Vice President of the Board of Directors, and two or more Owners of the Association. The Nominating Committee shall be appointed by the Board of Directors prior to each annual meeting of the Owners, to serve from the close of such annual meeting until the close of the next annual meeting and such appointment shall be announced at each annual meeting. The Nominating Committee shall take as many nominations for election to the Board of Directors as it shall in its discretion determine, but not less than the number of vacancies that are to be filled. Such nominations must be made from among Owners.

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

ARTICLE VI

MEETINGS OF DIRECTORS

Section A. Regular Meetings. Regular meetings of the Board of Directors shall be held at least quarterly, at such place and hour as may be fixed from time to time by resolution of the Board.

Section B. Special Meetings/Workshops. Special meetings and workshops of the Board of Directors shall be held when called by the president of the Association, or by any two Directors, after not less than five (5) days' notice to each Director. The five days' notice can be waived upon agreement of all Directors.

Section C. Quorum. A majority of the directors present shall constitute a quorum for the transaction of business. Every act done or decision made by a majority of the Directors present shall be regarded as an act of the entire Board.

ARTICLE VII

POWERS AND DUTIES OF THE BOARD OF DIRECTORS

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

1. adopt and publish rules and regulations governing the use of the Common Areas, and the personal conduct of the Owners and their guests, and to establish penalties for any infractions; and to enforce the Governing Documents;
2. suspend the voting rights of an Owner, after notice and hearing, for a period not to exceed sixty (60) days for infraction of published rules and regulations;
3. exercise for the Association all powers, duties and authority vested in or delegated to this Association and not reserved to the Ownership by other provisions of the Governing Documents;
4. establish, levy, assess and collect the assessments or charges as may be necessary; and
5. appoint, hire or contract and remove at pleasure all officers, agents and employees of the Corporation, prescribe their duties, fix their compensation, and require of them such bond as may be deemed necessary.

Section B. Duties. It shall be the duty of the Board of Directors to:

1. cause to be kept a complete record of all its acts and corporate affairs and to present a statement thereof to the Owners at the annual meeting, or at any special meeting when such statement is requested in writing by one-tenth (1/10) of the Owners who are entitled to vote;
2. supervise all officers, agents and employees of this Association, and to see that their duties are properly performed;
3. as more fully provided in the Declaration, to:
 - a. fix the amount of the annual Assessment against each lot or living unit at least thirty (30) days in advance of each annual Assessment period;
 - b. send written or electronic notice of each Assessment to every Owner subject thereto at least thirty (30) days in advance of each annual Assessment period; and

c. at the discretion of the Board, activate a lien against any property for which Assessments are two (2) quarters past due or initiate foreclosure of a lien against any property for which Assessments are four (4) quarters past due or to bring action at law against the Owner personally obligated to pay the same;

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

5. procure and maintain adequate liability and hazard insurance on property owned by the Association;

6. cause all officers or employees having fiscal responsibilities to be insured for theft, as it may deem appropriate; and

7. cause the Common Areas to be maintained.

ARTICLE VIII

OFFICERS AND THEIR DUTIES

Section A. Enumeration of Offices. The officers of this Association shall be president, who shall at all times be a member of the Board of Directors, a secretary, and a treasurer, and such other officers as the Board may from time to time by resolution create.

Section B. Election of Officers. The election shall take place at the first meeting of the Board of Directors following each annual meeting of the Owners.

Section C. Term. The officers of this Association shall be elected annually by the Board and each shall hold office for one (1) year unless they shall sooner resign, or shall be removed, or otherwise be disqualified to serve.

Section D. Special Appointments. The Board may elect such other officers as the affairs of the Association may require, each of whom shall hold office for such period, have such authority, and perform such duties as the Board may, from time to time, determine.

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

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

Section G. Multiple Offices. The president and secretary may not simultaneously hold any other office. No person shall simultaneously hold more than one of any of the other offices except in the case of special offices created pursuant to Section 4 of this Article.

Section H. Duties. The duties of the officers are as follows:

1. President. The president shall preside at all meetings of the Board of Directors; shall see that orders and resolutions of the Board are carried out; shall sign all leases, mortgages, deeds and other written instruments and shall, co-sign all checks and promissory notes written in an amount over Five Thousand Dollars (\$5,000.00) except transfers between Association accounts and amounts specifically authorized by the Board of Directors in writing.

2. Vice-President. The vice-president, if one shall be elected, shall act in the place and stead of the president in the event of his/her absence, inability or refusal to act, and shall exercise and discharge such other duties as may be required of him/her by the Board.

3. Secretary. The secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board and of the Owners; keep the corporate seal of the Association and affix it on all papers requiring said seal; serve notice of meetings of the Board and of the Owners; keep appropriate current records in conjunction with the treasurer showing the Owners of the Association together with their addresses and personal contact information and shall perform such other duties as required by the Board.

4. Treasurer. The treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and shall disburse such funds as directed by resolution of the Board of Directors; shall sign all checks and promissory notes of the Association; keep proper books of account; cause an annual audit of the Association's books to be made by a public accountant or Audit Committee appointed by the Board of Directors at the completion of each fiscal year; and shall prepare an annual budget and a statement of income and expenditures to be presented to the Ownership at its regular annual meeting, and deliver a copy of each to the Owners. The Treasurer shall file the Association's annual corporate report with the Tennessee Secretary of State.

ARTICLE IX

COMMITTEES

Section A. Nominating Committee. The Board of Directors shall appoint a Nominating Committee, chaired by the vice-president of the Board annually.

Section B. Architectural Review Committee. The Board of Directors shall appoint an Architectural Review Committee annually.

Section C. Other Committees. In addition, the Board of Directors shall appoint all committees as required by the Governing Documents and as deemed appropriate in carrying out its purpose.

ARTICLE X

BOOKS AND RECORDS

The books, records and papers of the Association shall at all times during reasonable business hours be subject to inspection by any Owner. The Governing Documents shall be available for inspection by any Owner at the principal office of the Association, where copies may be purchased at a reasonable cost.

ARTICLE XI

FINANCIAL MANAGEMENT

Section A. Obligation for Assessments. As more fully provided in the Declaration, each Owner is obligated to pay to the Association annual Assessments, special Assessments and personal charges which are secured by a continuing lien upon the property against which the Assessment is made. Any Assessments which are not paid when due shall be delinquent. If the Assessment is not paid within thirty (30) days after the due date, the Assessment shall bear interest from the due date at the highest rate permitted by law until reinstatement or the completion of foreclosure. The Association may bring an action at law against the Owner personally obligated to pay the same or foreclose the lien against the Lot, and interest, costs, and reasonable attorney's fees of such action or foreclosure shall be added to the amount of such Assessments. No Owner may waive or otherwise escape liability for the assessment provided for herein by non-use of the Common Areas or abandonment of a Lot or Living Unit.

Section B. Annual Budget. The estimated annual budget for each fiscal year shall be approved by the Board prior to the beginning of such year. Copies thereof shall be furnished by the Board to each Lot or Living Unit Owner at least thirty (30) days prior to the annual meeting. On or before the first day of the first month and of each succeeding month of the year covered by the annual budget, each Lot or Living Unit Owner shall pay monthly, quarterly, or annually, his/her proportionate share of the common expenses for such year as shown by the annual budget. The allocation of the Board shall be final and binding upon all parties. In the event that the Board shall not approve an estimated annual budget or shall fail to determine new monthly, quarterly or annual assessments for any year, or shall be delayed in doing so, each Lot or Living Unit Owner shall continue to pay his/her respective assessment as last determined.

Section C. Partial Year or Month. For any partial fiscal year, the monthly, quarterly or annual assessments for each Lot or Living Unit Owner shall be proportionate to the number of months and days, quarters or year in such period covered by such budget. Commencing with the date of occupancy of his/her Lot or Living Unit, each Lot or Living Unit Owner, shall pay his/her Assessment for the following month or quarter or fraction thereof, which Assessment shall be in proportion to his/her respective ownership interest in the Common Elements and the number of months and days remaining of the period covered by the current annual budget, and which Assessment shall be computed by the Board.

Section D. Annual Report. Within forty-five (45) days after the end of each fiscal year covered by an annual budget, or as soon thereafter as shall be practicable, the Board shall cause to be furnished to each Lot or Living Unit Owner a statement of such year so ended, showing the receipts and expenditures and such other information as the Board may deem desirable.

Section E. Supplemental Budget. In the event that during the course of any year, it shall appear to the Board that the monthly assessments, determined in accordance with the estimated annual budget for such year, are insufficient or inadequate to cover the estimated common expenses for the remainder of such year, then the Board shall prepare and approve a supplemental budget covering the estimated deficiency for the remainder of such year, copies of which supplemental budget shall be furnished to each Lot or Living Unit Owner, and thereupon a supplemental assessment shall be made to each Lot or Living Unit Owner for his/her proportionate share of such supplemental budget.

Section F. Expenditures. Except for expenditures and contracts specifically authorized by the Declaration and By-Laws, the Board shall not approve any expenditure in excess of Twenty-Five Thousand Dollars (\$25,000) unless required for emergency repair, protection or operation of the Common Elements, nor enter into any contract for more than three (3) years without a ninety (90) day cancellation clause without prior approval of two-thirds (2/3) of the total Ownership of the Association.

Section G. Holding of Funds. All funds collected hereunder shall be held and expended for the designated purposes; except for such special Assessments as may be levied hereunder against less than all the Lot or Living Unit Owners and for such adjustments as may be required to reflect delinquent or prepaid Assessments shall be deemed to be held for the benefit, use and account of all the Lot or Living Unit Owners in the percentages of the Lot or Living Unit Owners as from time to time existing.

Section H. Priority of Expenditures. The highest priority for expenditure of Association funds shall be: a) Federal, State, and local taxes; b) insurance, and c) the waste treatment system.

ARTICLE XII

INDEMNIFICATION; LIABILITY OF OFFICERS AND DIRECTORS

The Association shall hold harmless and indemnify its Officers, Directors, and Committee Chairpersons whether or not then in office, and their respective executors, administrators, and heirs from and against any and all claims, demands, expenses (including attorneys' fees), judgments, fines, amounts paid in settlement, and any other costs with respect to any demand, threat, suit, or proceeding, whether civil or criminal, arising with respect to such person's previous, present, or future service as an Officer or Director of the Association to the maximum extent permitted by law, specifically T.C.A. § 48-58-101, et seq.

No Director of the Association shall be personally liable to the Association or its Members for monetary damages for any action taken, or any failure to take any action, as a Director, except liability for: (i) the amount of a financial benefit received by the Director to which the Director is not entitled; (ii) an intentional infliction of harm; (iii) a violation of Tenn. Code Ann. § 48-58-302 or any successor statute; or (iv) an intentional violation of criminal law.

ARTICLE XIII

AMENDMENTS AND CONFLICTS

Section A. Amendments. These By-Laws are adopted by the Members with the understanding that none of them may be amended or repealed by the Board of Directors and must instead only be amended or repealed by the Members. These By-laws may be amended or repealed by the Members by a two thirds majority, including proxies, of the votes cast at a meeting of the Members or by a majority of the voting power, whichever is less.

Section B. Conflict. In the case of any conflict between the Charter of Incorporation and these By-Laws, the Charter shall control and in the case of any conflict between the Declaration and these By-Laws, the Declaration shall control.

ARTICLE XIV

MISCELLANEOUS

Section A. Fiscal Year The fiscal year of the Association shall begin on the 1st day of July and end on the 30th day of June of every year, except that the first fiscal year shall begin on the date of incorporation. The Board of Directors may change the fiscal year from time to time.

CERTIFICATE

I, Alicia B. Hooker, the duly elected Secretary of the Foothills Pointe Owners' Association, Inc. hereby certify that at a duly called meeting on March 11, 2019 at which a quorum of Members were present, the Amended and Restated By-Laws were approved by a vote of Owners present and by proxy, by more than a two-thirds (2/3) majority of the votes cast.

Alicia B. Hooker

Secretary, Foothills Point Owners' Association, Inc.

STATE OF TENNESSEE

COUNTY OF LOUDON

Before me, the undersigned authority, a Notary Public in and for said County and State, personally appeared Alicia Hooker, with whom I am personally acquainted or proved to me on the basis of satisfactory evidence, and who, upon oath acknowledged himself or herself to be the Secretary of Foothills Pointe Owners' Association, Inc., the within named bargainor, a corporation, and that as such Secretary being authorized to do so, executed the foregoing instrument for the purpose therein contain, by signing the name of the corporation by himself or herself as Secretary.

Witness my hand and seal, this 11th day of March, 2018⁹

Linda L. Gleckler
Notary Public

My Commission Expires: 9-14-2022



BK/PG: T1400/425-434

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10 PGS:AL-AMENDED BYLAWS	
TRACIE BATCH: 145676	
03/12/2019 - 11:25:31 AM	
VALUE	0.00
MORTGAGE TAX	0.00
TRANSFER TAX	0.00
RECORDING FEE	50.00
DP FEE	2.00
REGISTER'S FEE	0.00
TOTAL AMOUNT	52.00

STATE OF TENNESSEE, LOUDON COUNTY

TRACIE LITTLETON

REGISTER OF DEEDS