AMENDMENT AND RESTATEMENT
OF THE BYLAWS
LONG BRANCH LAKES AT FALL CREEK FALLS
PROPERTY OWNERS' ASSOCIATION, INC.

These are the amended and restated Bylaws of Long Branch Lakes at Fall Creek Falls Property Owners Association, Inc. (hereinafter for convenience called "Association" or "Corporation"), a corporation not for profit, incorporated under the laws of the State of Tennessee.

ARTICLE I
ASSOCIATION

1.1 Office. The office of the Association shall be at P.O. Box 404, Pikeville TN 37267 or at such other places as shall be selected by a majority of the Board of Directors.

ARTICLE II
DEFINITIONS

2.1 Association. Long Branch Lakes at Fall Creek Falls Property Owners Association, Inc., its successors and assigns.

2.2 Association Land. Any real property which may at any time hereafter be owned by the Association for so long as the Association or successor thereof may be the Owner thereof.

2.3 Board. The Board of Directors of the Association.

2.4 Bylaws. The duly enacted Bylaws of the Association.

2.5 Common Areas. Those portions of the Subject Property which are conveyed to the Association or otherwise defined or designated as Common Areas pursuant to the Declaration or by notation on any record map or plat of the Subject Property.

2.6 Declaration. The Declaration of Protective and Restrictive Covenants of Long Branch Lakes at Fall Creek Falls, duly recorded in the Register's Office of Van Buren County, Tennessee, in RB 90, page 899 and RB 91, page 494 in the Register's Office of Bledsoe County, Tennessee in RB 315, page 160, as the same may from time to time be supplemented or amended in the manner described herein.

2.7 Deed. Any deed, court decree or other instrument conveying title into any part of the property subject to the Declaration.

2.8 Annual Year. The annual year is the twelve (12) months from January 1 through December 31.

2.9 Member. A person or other entity who is a record owner of title to any portion of the subject Property.

2.9.1 Member in Good Standing. A Member who is current in all assessments, dues, fees, and charges and no outstanding balances due to the POA.

2.10 Parcel or Lot. Any unit, lot, part or parcel of the subject Property designed for a residence and platted of record, regardless of whether a dwelling has or has not been constructed thereon.

2.10.1 Parcel or Lot Size. The determination of the parcel or lot size is based on the surveyor plat of record. Where that deeded acreage is a condition for restricted and permitted uses, eligibility for those purposes will acknowledge a margin of error of plus or minus two percent (2%) of total lot size determination in accordance with generally accepted local surveyor standards.

2.11 Parcel Owner or Lot Owner. The owner(s) of record title to any Parcel or Lot.

2.11.1 Parcels Developed. For the purposes of this Amendment and the governing documents, “Parcels Developed” shall mean one or more parcels or lots for which a surveyor's plat has been filed of record in the office of the register of deeds in the county where the parcels or lots are located, whether or not containing a home, and which have been (a) purchased with the intent to build a home; or (b) purchased with the intent to maintain the parcels or lots for personal, family or household investment, provided that Parcels Developed shall not include those parcels or lots owned by a POA member (a) who is not a “Member in Good Standing” as that term shall from time to time be defined in the POA Bylaws, or (b) who is in the business, whether directly or indirectly, of (i) buying and selling one or more parcels or lots, or (ii) building one or more homes intended for sale.

2.12 Resident. Any person or persons occupying a Parcel.

2.13 Subject Property. The Property subjected to the Declaration.

2.14 Horse(s). Any domestic members of the equine family; namely, donkeys, horses, mules, miniature horses and ponies.

2.15 Cow(s). Any domestic members of the bovine family; namely, steers and heifers.

2.16 Animal or fowl husbandry. Controlled cultivation, management, and production of domestic animals, by means of breeding, or for the purposes of commercial production of meat, milk, egg or other animal products.

2.17 Transitional Rental Property. To accommodate temporary rental options for Members who are constructing a residence at Long Branch Lakes, and in recognition of safety considerations and the limited options for available area rental properties, Members (Renters) may rent their property to another Member (Tenant), provided the following conditions are met **prior to occupancy of the Subject Rental property:**

2.17.1 Renter and Tenant are Members in Good Standing, defined in Section 2.9.1.

2.17.2 Member Renter is transitioning to a newly built dwelling in Long Branch Lakes and construction plans for that Subject dwelling have received approval from the Architectural and Landscape Control Committee.

2.17.3 Rental duration will not exceed twenty-four (24) months.

2.18 Short Term Rentals. Short Term rentals are not allowed and are defined as but not limited to rental properties offered through Air BnB, VRBO, or similar markets or for the purposes of providing vacation, resort, and/or hotel/motel/hostel rental arrangements. A Member may only rent a Subject Property within Long Branch Lakes, in accordance with the conditions defined in Section 2.17 through 2.17.3.

2.19 Substantially Completed. A dwelling is considered substantially completed once the exterior construction finishes result in the structure being “dried in”, where exterior doors, windows, roofing and side cladding have been installed.

ARTICLE III
MEMBERSHIP

3.1 Membership. The Members of the Association shall consist of all Parcel Owners.

3.2 Classes of Membership. The Association shall have one class of membership. No other classes of membership will be recognized unless approved by the Board and a vote at least 75% of Members in good standing.

3.3 Rights and Obligations of Membership. The Members shall have all the rights, privileges, duties and obligations applicable to their respective Class of Membership as set forth in the Declaration, the Articles of Incorporation and elsewhere in these Bylaws.

3.4 Assessments. The rights of membership are subject to the payment of such general assessments (hereinafter referred to as “assessments”), fees and charges as might be imposed, levied or set by the Association. The obligation for the payment of such assessments and charges is imposed against each owner of, and is a lien upon, the Parcel against which such assessment or charge is made.

3.4.1 General Assessment and Cap. The general assessment shall be $900.00 per parcel per year. The Board may increase the amount of the general assessment only if authorized by the vote of at least 75% of owners of lots who are entitled to vote. The general assessment shall not be lowered unless approved by the Board and a vote of at least 75% of Members in good standing.

3.4.2 Continuing Liens. All Parcels shall be subject to a continuing lien for assessments levied by the Association. The assessments and charges together with interest thereon and the costs of collection thereof (including reasonable attorney's fees) as hereinafter provided, shall be a charge on, and shall be a continuing lien upon, the Parcel against which each such assessment or charge is made. All Parcels shall be held, transferred sold, conveyed, used, leased, occupied, mortgaged and otherwise encumbered subject to all the terms and provisions of the Declaration, the Articles of Incorporation, and these Bylaws, including, but not limited to, the continuing lien herein described.

3.4.3 Personal Obligations of Members. Unless otherwise provided in deed or other conveyance, each Member, by acceptance of a deed or other conveyance to a Parcel, whether or not it shall be so expressed in any such deed or other conveyance, shall be deemed to covenant and agree to pay to the Association the assessments and charges, such assessments to be fixed, established and collected from time to time as provided in the Declaration, the Articles, and these Bylaws. Each such assessment, together with interest and cost of collection, including reasonable attorney's fees, shall be the personal obligation of the person who is the owner of such Parcel at the time when the assessment fell due.

3.4.4 Purpose of Assessments, Fees and Charges. The assessments levied by the Association shall be used exclusively for the purpose of (i) providing any and all of the services and activities as may be to the mutual benefit of the Members; (ii) maintaining, operating and repairing of the, Common Areas and other areas and structures beneficial or useful to the Subject Property; (iii) the payment of taxes and insurance on all property of the Association, and the repair, replacement and additions thereto, and for the cost of labor, insurance, equipment, materials, management and supervision thereof; (iv) such other purposes beneficial to the Members as determined by the Association; and (v) carrying out the functions, purposes, responsibilities and duties of the Association as set forth in the Declaration, the Articles, and these Bylaws. The Association does not assure that such services will be provided and nothing herein shall be construed as an obligation to provide any such services, except to the extent required in the Declaration.

3.4.5 Effect of Non-Payment of Assessments, Fees and Charges; Remedies of the Association. Any assessments, fees or charges not paid within thirty (30) days after the due date shall bear interest from the due date at a rate of 6% per annum. The Association may bring an action at law against the Member personally obligated to pay the same, or foreclose the lien against the Parcel owned by the Member. No Member may waive or otherwise escape liability for the assessments provided for in the Declaration or in these Bylaws by non-use of the

Common Areas or other areas to which assessments are applied or abandonment of the Parcel owned by such Member.

3.4.6 Subordination of Lien to Mortgages. The lien of any assessment or charge authorized by the Declaration or this Article of these Bylaws with respect to a Member's Parcel is subordinate to the lien of any bona fide mortgage; provided that all assessments or charges falling due on or prior to the date such mortgage is recorded have been paid. The sale or transfer of any Member's Parcel pursuant to a sale under power contained in a mortgage on such Parcel or pursuant to a deed in lieu of foreclosure thereof or pursuant to a judicial foreclosure thereof, shall extinguish the lien for assessments falling due prior to the date of such sale, transfer or foreclosure, but the Association shall have a lien on the proceeds of such sale senior to the equity of redemption of the mortgagor. The foregoing subordination shall not relieve a Member whose Parcel has been mortgaged of his personal obligation to pay all assessments and charges falling due during the time he is the owner of such Parcel. The Board of Directors may at any time, either before or after the mortgaging of any Member's Parcel, waive, relinquish or quit-claim in whole or in part the right of the Association to such Parcel coming due during the period while such Parcel is or may be held by a mortgagee or mortgagees pursuant to such sale or transfer.

3.5 Suspension of Membership Rights. The membership rights of any Member, including the right to vote and the use of common areas, may be suspended by the Board of Directors for any period during which any assessment or charge owed to the Association by such Member remains unpaid, and for any infraction of the Association's published rules and regulations until remedied. Any such suspension shall not affect such Member's obligation to pay assessments coming due during the period of suspension and shall not affect the permanent charge and lien on the Member's Parcel in favor of the Association.

ARTICLE IV
VOTING RIGHTS

4.1 When entitled to vote, each Member in Good Standing, (Articles II.2.9.1 and III.3.5,) shall have one vote for each Parcel owned by such Member on which an assessment is paid. Members must be the record owner of said parcel by August 1st in the year of the election. Members will not be eligible to vote in the annual election if dues are not paid by August 1 in the year of the election.

4.2 When more than one person (or other such entity) holds an ownership interest or interests in any Parcel, the vote for such Parcel shall be exercised as they among themselves shall determine, but in no event shall more than one person be entitled to cast the vote with respect to any Parcel. In the event of disagreement among such persons (or other entities) and an attempt by more than one to cast the vote of such Parcel, such persons (or other entities) shall not be recognized and the vote with respect to such Parcel shall not be counted.

4.3 When a proxy is necessary, said proxy shall be designated in writing by the voting member, delivered to the Chairperson of the Elections Committee, and the designated proxy shall then follow established voting procedures on behalf of the member.

ARTICLE V
ASSOCIATION POWERS

5.1 Additions to Common Areas. The Association shall accept the conveyance to it of additional Common Areas provided that the property to be so conveyed meets all the requirements for becoming Common Areas set forth in the Declaration. No approval from any Member of the Association or anyone else is required to convey as additional Common Areas property otherwise meeting the requirements for becoming additional Common Areas.

5.2 Other Property Owned by the Association. In addition to acquiring additional Common Areas in the manner described in Section 5.1 hereof, the Association may, in the discretion of the Board of Directors, accept the conveyance to it of property which shall not be held by the Association as Common Areas under the terms and provisions of the Declaration, but, rather, which may be used or leased by the Association for any purpose which the Board of Directors shall choose.

5.3 Mortgages. By unanimous vote of the Board of Directors, the Association shall have the power to mortgage or otherwise burden or encumber all or part of its properties.

5.4 Dedication or Transfer of Properties. The Association shall have the power to transfer the ownership of all or part of its properties, by dedication to a public authority or otherwise, provided that any such transfer shall be authorized by fifty-five percent (55%) affirmative vote of ballots received of the Members in good standing.

ARTICLE VI
BOARD OF DIRECTORS

6.1 Directors. The Board of Directors shall consist of five Directors, who are Members in Good Standing, (Articles II.2.9.1 and III.3.5,) at the time of nomination and/or election and at all times while serving as a Director. In the event of a vacancy, the remaining Directors shall fill the vacancy until a successor is elected.

6.2 Term. The term of each Director position is two years. Elected positions will serve staggered terms, with two positions being up for election one year, and three positions being up for election the following year and continuing in subsequent years. Director term

length and the number of staggered election positions may be adjusted by the Board due to resignations and unforeseen circumstances.

6.3 Vacancies. Vacancies in the Board of Directors shall be filled by the remaining Directors, and any such appointed Director to hold office until his/her successor is elected by the Members at the next annual meeting of the Members or at any special meeting duly called for that purpose.

ARTICLE VII
ELECTION OF DIRECTORS BY MEMBERSHIP

7.1 Election of Directors. Elections to the Board of Directors by the membership shall be by written ballot as hereinafter provided. At such elections, the Members or their proxies may cast as many votes as there are vacancies to be filled on the Board of Directors for each Parcel in which they hold any interest required for membership by the Articles of Incorporation, and such Member shall have the right to cumulate his vote and to give one candidate a number of votes equal to his vote multiplied by the number of Directors to be elected, or by distributing such votes on the same principle among any number of such candidates. The names receiving the largest number of votes shall be elected.

7.2 Nominations and Elections Committees.

7.2.1 Nominations Committee. Nominations of Members for election to the Board of Directors shall be made by the Nominations Committee. The Nominations Committee shall consist of three (3) persons appointed each year by the Board of Directors. Members of the Nominations Committee shall be appointed each year by the Board of Directors at least forty-five (45) days before the date on which the election for the members of the Board of Directors is to be held, and the slate of Directors to be nominated by the Nominations Committee shall be nominated at least thirty (30) days before the date of such election. No member of the Nominations Committee shall be eligible for nomination for the Board of Directors by such Committee.

7.2.2 Elections Committee**.** The Elections Committee shall consist of three (3) persons appointed each year by the Board of Directors at least forty-five (45) days before the date on which the election for the members of the Board of Directors is to be held. No member of the Elections Committee shall be eligible for nomination for the Board of Directors.

7.3 Ballots. All elections to the Board of Directors shall be made on a written ballot which shall: (a) describe the vacancies to be filled; (b) set forth the names of those nominated

by the Nominations Committee for such vacancies; and (c) containing a space for a write-in vote by the Members for each vacancy. Such ballots shall be prepared and mailed or emailed by the Chairperson of the Elections Committee of the Association to the Members at least fourteen (14) days in advance of the date set forth therein for a return (which shall be a date not later than the date for the annual meeting or special meeting called for election).

7.4 Voting Procedures. Each Member shall receive one (1) vote for each Parcel with respect to which he is the record owner (subject to the provisions of Article IV hereof). Each Member shall indicate next to the name of each nominee on the ballot the number of votes he casts for the election of such nominee to the Board of Directors or shall write in the name of a person not so nominated in the space on the ballot provided for this purpose, together with the number of votes he wishes to cast for said person. All ballots shall be signed by the Members casting it and returned to the Chairperson of the Elections Committee of the Association, who, upon receipt of each ballot shall immediately place it in a safe or other locked place until the day set forth for the annual or other special meeting at which the elections are to be held. On that date, the ballots shall be turned over to the Elections Committee which shall consist of three (3) Members appointed by the Board of Directors. The Elections Committee shall then adopt procedures which shall establish that the number of ballots turned in by each Member corresponds with the number of Parcels owned by such Member or his proxy identified on the ballot, and which shall otherwise ensure the validity of submitted ballots.

Said procedure by the Elections Committee shall be taken in such a manner that the vote of any Member or his proxy shall not be disclosed to anyone, including the Elections Committee.

If any ballot is found to contain more than the number of votes which the Member signing such ballot is entitled to cast, all votes on such ballot shall be disqualified and shall not be counted. After the announcement of the results by the Elections Committee, unless a review of the procedure is demanded by thirty-five percent (35%) of the Members casting ballots in the election within ten (10) days after the election, the ballots shall be destroyed.

7.5 Uncontested Election. In the instance where the number of candidates nominated for the Board of Directors is the same as the number of vacant positions, the Elections Committee will prepare an uncontested election notification form which shall: (a) describe the vacancies to be filled; (b) set forth the names of those nominated by the Nominations Committee for such vacancies; and (c) provide space to note objection to the uncontested election and a deadline/address for return of the completed form. This prepared notification form shall be mailed or emailed by the Chairperson of the Elections Committee of the Association to the Members at least (20) days in advance of the date set for the election or specified meeting. Elections Committee procedures shall be taken in such a manner that an objection notification form submitted by any Member shall not be disclosed to anyone.

The e-mail or document forwarding uncontested election form instructions shall explain that the number of nominated candidates is the same as the number of vacancies for election to the Board of Directors, and the nominated candidates shall be announced as elected unless 10 or more completed objection forms are received in accordance with the committee's procedures. Each property owner receives one uncontested election form regardless of the number of lots owned. If less than 10 objection forms are received, the Secretary (or appointed board member not running for office) shall deliver a ballot prepared by the Elections Committee certifying that there has been an uncontested election, and the Elections Committee can then announce the results. If 10 or more objection forms are received the procedures in 7.4 will apply.

ARTICLE VIII
POWERS AND DUTIES OF THE BOARD OF DIRECTORS

8.1 Powers. The Board of Directors shall have the following powers:

8.1.1 To call special meetings of the Members whenever it deems necessary, and it shall call a meeting at any time upon written request of one-fourth (1/4) of the voting membership, as provided in Section 12.2.

8.1.2 To appoint and remove at pleasure all officers, agents and employees of the Association, prescribe their duties, fix their compensation, and require of them such security or fidelity bond as it may deem expedient. Nothing contained in these Bylaws shall be construed to prohibit the employment of any Member unless that Member is an officer or Director of the Association.

8.1.3 To establish, levy, assess and collect the assessments and charges set forth in Article III.

8.1.4 To adopt and publish rules and regulations governing the use of the Common Areas and the facilities; the personal conduct of the Members and their guests thereon; and establishing rules and regulations concerning gates and limited access to the subdivision.

8.1.5 To exercise for the Association all powers, duties and authorities vested in or delegated to the Association, except those reserved to Members in the Declaration, the Articles of Incorporation, or elsewhere in these Bylaws.

8.1.6 To appoint such committees, as it deems in the best interests of the Association to carry out the functions and duties of the Board of Directors.

8.2 Director Absence. In the event that any member of the Board of Directors of the Association shall be absent from three consecutive regular meetings of the Board of Directors,

the Board may by action taken at the meeting during which the third absence occurs, declare the office of said absent Director to be vacant, and the provisions relating to the filing of a vacancy of the Board of Directors as set forth in Section 6.3 shall become operative.

8.3 Duties. It shall be the duty of the Board of Directors:

8.3.1 To cause to be kept a complete record of all its acts and corporate affairs and to present the statement thereof to the voting Members at the annual meeting of the voting Members or at any special meeting when such is requested in writing by one-fourth (1/4) of the total voting membership.

8.3.2 To supervise all officers, agents and employees of the Association, and to insure their duties are properly performed.

8.3.3 As more fully provided in the Declaration and Article III of these Bylaws, to fix the amount of the assessment against each Parcel owned by a Member at least thirty (30) days in advance of the date of any payment of such assessment is due.

8.3.4 To prepare a roster of the Parcels and assessments applicable thereto which shall be kept in the offices of the Association and which shall be open to inspection by any Member thereof, and to send written notice of each assessment to every Member subject thereto.

8.3.5 To issue, or cause an appropriate officer to issue upon demand by any person, a certificate setting forth whether any assessment has been paid. Such certificate shall be conclusive evidence of payment of any assessment therein stated to have been paid.

ARTICLE IX
DIRECTORS' MEETING

9.1 Time and Place. Meetings of the Board of Directors may be held at any place within the State of Tennessee. The annual meeting of the Board of Directors shall be held immediately following the close of the annual meeting of the Members and at the place thereof, or the Board of Directors may hold such annual meeting at such place and time as shall be fixed by the consent in writing of a majority of the Directors. Regular meetings of the Board of Directors may be held at such time and place as shall from time to time be determined by the Board of Directors.

9.2 Notice. Notice of regular meetings of the Board of Directors is hereby dispensed with. If the day for a regular meeting shall fall upon a holiday, the meeting shall be held at the same hour on the first day following which is not a holiday, and no notice thereof need be given.

9.3 Special Meetings. Special meetings of the Board of Directors shall be held when called by any officer of the Association or by any three Directors after not less than three (3) days' notice to each Director.

9.4 Waivers, Consents and Approvals. The transaction of any business at any meeting of the Board of Directors, however called and noticed, or wherever held, shall be as valid as though made at a meeting duly held after regular call and notice if a quorum is present and, if either before or after the meeting, each of the Directors not present signs a written waiver of notice, or a consent to the holding of such meeting, or an approval of the minutes thereof. All such waivers, consents or approvals shall be filed with the corporate records and shall be made a part of the minutes of the meeting.

9.5 Quorum. The majority of the Board of Directors shall constitute a quorum thereof.

9.6 Adjourned Meetings. If at any meeting of the Board there is less than a quorum present, the majority of those present may adjourn the meeting from time to time until a quorum is present. At any adjourned meeting any business that might have been transacted at the meeting as originally called, may be transacted without further notice.

ARTICLE X
OFFICERS

10.1 Officers. The officers shall be a President, a Vice President, a Secretary, and a Treasurer. The President, Vice President and Treasurer shall be elected members of the Board of Directors.

10.2 Majority Vote. The officers shall be chosen by majority vote of the Directors.

10.3 Term. All officers shall hold office at the pleasure of the Board of Directors.

10.4 President. The President shall preside at all meetings of the Board of Directors and shall see that orders and resolutions of the Board of Directors are carried out, and sign all notes, checks, leases, mortgages, deeds and all other written instruments as may be incidental to the orders and resolutions of the Board of Directors.

10.5 Vice President. The Vice President shall perform all the duties of the President in his absence.

10.6 Secretary. The Secretary shall be “ex-officio.” The Secretary of the Board of Directors and shall record the vote and keep the minutes of all proceedings in a book to be kept for such purpose. The Secretary shall keep the records of the Association. The Secretary shall record in a book kept for such purposes the names of all Members. The Secretary shall give notice of meetings as required.

10.7 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; provided, however, that a resolution of the Board of Directors shall not be necessary for disbursements made in the ordinary course of business conducted within the limits of a budget adopted by the Board. The Treasurer shall sign all checks and notes of the Association, provided that such checks and notes shall also be signed by the President or the Vice President in his absence.

10.8 Bookkeeping. The Treasurer shall keep proper books of accounts and cause an annual audit or review of the Association books to be made by a public accountant at the completion of each annual year. The Treasurer shall prepare the annual budgets and an annual balance sheet statement, and the budget and balance sheet statement shall be presented to the membership at its regular annual meeting.

ARTICLE XI
COMMITTEES

Unless otherwise provided herein each committee shall consist of a Chairman and two or more Members and shall include a member of the Board of Directors. The committees shall be appointed by the Board of Directors immediately after each annual meeting to serve until the close of the next annual meeting. The Board of Directors may appoint such other committees as it is deemed desirable.

11.1 Architectural and Landscape Control Committee. The Architectural and Landscape Control Committee shall exercise the duties outlined in Article II of the Declaration.

11.2 Budget Committee. The Budget Committee shall advise the Board of Directors on all matters pertaining to the budget and operating expenses of the Association and shall perform such other functions as the Board, in its discretion, shall determine.

11.3 Maintenance Committee. The Maintenance Committee shall advise the Board of Directors on all matters pertaining to the maintenance, repair or improvement of the Common Areas and shall perform such other functions as the Board shall, in its discretion, determine.

11.4 Audit Committee. The Audit Committee shall supervise the annual audit or review of the Association books and approve the annual budget and balance sheet statement to

be presented to the membership at its regular annual meeting as provided in Section 10.8 hereof. The Treasurer shall be an “ex-officio” member of this committee.

11.5 Subcommittees. Each Committee shall have the power to appoint a subcommittee from among its membership and may delegate to any such subcommittee any of its powers, duties and functions set forth in this Article and as delegated by the Board of Directors.

11.6 Review of Complaints. It shall be the duty of each committee to receive complaints from Members on any matter involving Association functions, duties and activities in its field of responsibility. It shall dispose of such complaints as it deems appropriate or refer them to such other committee, Director or officer of the Association as is further concerned with the matter presented.

ARTICLE XII
MEETINGS OF MEMBERS

12.1 Annual Meeting. The regular annual meeting of the Members shall be on the first Saturday in February of each year, or within two weeks thereafter, at a time and place to be agreed upon by the Members.

12.2 Special Meetings. Special meetings for any purpose may be called at any time by the President, the Vice President, the Secretary or the Treasurer, or by any two or more members of the Board of Directors. In addition, special meetings of the voting membership must be called upon the written request of the Members who have a right to vote one-fourth (1/4) of the total votes entitled to be cast under the provisions of the Articles of Incorporation at the time such written request is made.

12.3 Notice. Notice of any meetings of a class of membership shall be given to the Members of that class by the Secretary. Notice may be given to the Members either personally, by e-mail, or by sending a copy of the notice through the mail, postage thereon fully prepaid, to his address appearing on the books of the Association. Each Member shall register his address with the Secretary, and notices of meetings shall be mailed to him at such address or emailed to an email address provided by the Member. Notice of any regular or special meeting shall be given at least six (6) days in advance of the meeting.

ARTICLE XIII
INSPECTION OF BOOKS AND PAPERS

The books, records and papers of the Association shall be subject to the inspection of any Member between 9:00 a.m. and 3:00 p.m. upon five (5) business days' notice to the Board of Directors. Special arrangements may be made.

ARTICLE XIV
PARLIAMENTARY RULE

Robert's Rules of Order (latest edition) shall govern the conduct of the Association proceedings when not in conflict with the Declaration or the Articles of Incorporation.

ARTICLE XV
AMENDMENTS

These Bylaws may be amended upon a majority vote of the Board of Directors. Any matter stated herein to be or which is in fact governed by the Declaration may not be amended except as provided in the Declaration.

ARTICLE XVI
CONFLICTS

16.1 In the case of any conflict between the Articles of Incorporation and these Bylaws, the Articles of Incorporation shall control; and in the case of any conflict between the Declaration and these Bylaws, the Declaration shall control.

16.2 Directors and Officers owe fiduciary duty to the Association. Each Director or Officer shall disclose any actual or possible conflict of interest and abstain from voting on issues on which they have such conflicts. A conflict of interest arises when a Director's or Officer's financial interest may be affected by the Board's decision. The Board shall not amend any Bylaw in which any Director or Officer has a conflict of interest.

IN WITNESS WHEREOF, we, being all of the Directors of Long Branch Lakes at Fall Creek Falls Property Owners Association, Inc., have heretofore set our hands this

_____ day of _____, 2025.

_____

Robert Cook, President

_____
Archie Davis, Vice President

_____
Bonnie Salem, Treasurer

_____
William Brown, Member

_____
Scott Kubica, Member

Acknowledgment of Notary Public
State of Tennessee)
County of Van Buren)

Personally appeared before me, the undersigned, a Notary Public in and for the aforesaid State and County, Robert Cook, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence) and who acknowledged to me that he executed the within instrument for the purposes therein, and that he is authorized to execute the foregoing document in his capacity as Director of Long Branch Lakes at Fall Creek Falls Property Owners Association, Inc. for the purposes therein detailed, and the statements therein affirmed are true to the best of his knowledge, information, and belief.
Witness my hand, at office, this _____ day of _____, 2025.

_____
Notary Public

My Commission expires: _____

Acknowledgment of Notary Public
State of Tennessee)
County of Van Buren)

Personally appeared before me, the undersigned, a Notary Public in and for the aforesaid State and County, Archie Davis, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence) and who acknowledged to me that he executed the within instrument for the purposes therein, and that he is authorized to execute the foregoing document in his capacity as Director of Long Branch Lakes at Fall Creek Falls Property Owners Association, Inc. for the purposes therein detailed, and the statements therein affirmed are true to the best of his knowledge, information, and belief.
Witness my hand, at office, this _____ day of _____, 2025.

_____
Notary Public

My Commission expires: _____

Acknowledgment of Notary Public
State of Tennessee)
County of Van Buren)

Personally appeared before me, the undersigned, a Notary Public in and for the aforesaid State and County, Bonnie Salem, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence) and who acknowledged to me that she executed the within instrument for the purposes therein, and that she is authorized to execute the foregoing document in his capacity as Director of Long Branch Lakes at Fall Creek Falls Property Owners Association, Inc. for the purposes therein detailed, and the statements therein affirmed are true to the best of her knowledge, information, and belief.
Witness my hand, at office, this _____ day of _____, 2025.

_____
Notary Public

My Commission expires: _____

Acknowledgment of Notary Public
State of Tennessee)
County of Van Buren)

Personally appeared before me, the undersigned, a Notary Public in and for the aforesaid State and County, William Brown, with whom I am personally acquainted (or proved to me on the basis

of satisfactory evidence) and who acknowledged to me that he executed the within instrument for the purposes therein, and that he is authorized to execute the foregoing document in his capacity as Director of Long Branch Lakes at Fall Creek Falls Property Owners Association, Inc. for the purposes therein detailed, and the statements therein affirmed are true to the best of his knowledge, information, and belief.
Witness my hand, at office, this _____ day of _____, 2025.

_____
Notary Public

My Commission expires: _____

Acknowledgment of Notary Public
State of Tennessee)
County of Van Buren)

Personally appeared before me, the undersigned, a Notary Public in and for the aforesaid State and County, Scott Kubica, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence) and who acknowledged to me that she executed the within instrument for the purposes therein, and that she is authorized to execute the foregoing document in her capacity as Director of Long Branch Lakes at Fall Creek Falls Property Owners Association, Inc. for the purposes therein detailed, and the statements therein affirmed are true to the best of his knowledge, information, and belief.
Witness my hand, at office, this _____ day of _____, 2025.

_____
Notary Public

My Commission expires: _____