

EXHIBIT B
BYLAWS
OF
CLEVELAND HALL HOMEOWNERS ASSOCIATION, INC.

Article I
Name, Principal Office and Definitions

Section 1. Name. The name of the Association shall be Cleveland Hall Homeowners Association, Inc. (the "Association").

Section 2. Principal Office. The principal office of the Association shall be as set forth in the Charter of the Association, as the same may be amended or restated from time to time. The Association may have such other offices, either within or without the State of Tennessee, as the Board of Directors of the Association (the "Board") may determine or as the affairs of the Association may require.

Section 3. Definitions. The words used in these Bylaws shall have the same meanings as set forth in that Declaration of Covenants~ Conditions and Restrictions for Cleveland Hall. (Said Declaration, as amended, renewed, or extended from time to time, is hereinafter referred to as the "Declaration".)

Article II
Association: Membership, Meetings, Quorum, Voting & Proxies

Section 1. Membership. The Association shall have two classes of membership, Class "A" and Class "B", as more fully forth in the Declaration, the terms of which pertaining membership are specifically incorporated herein by reference.

Section 2. Place of Meetings. Meetings of the Association shall be held at the principal office of the Association or at such other suitable place convenient to the Members as may be designated by the Board either within the Properties or as convenient thereto as possible and practical.

Section 3. Annual Meetings. The first meeting of the Members, whether a regular or special meeting, shall be held within one (1) year from the date of incorporation of the Association. The next annual meeting shall be set by the Board so as to occur no more than one hundred twenty (120) days and no less than sixty (60) days before the close of the Association's fiscal year. Subsequent regular annual meetings of the Members

shall be held within thirty (30) days of the same day of the same month of each year at an hour set by the Board. Subject to the foregoing, the annual meetings shall be held at a date and time set by the Board.

Section 4. Special Meetings. The President may call special meetings. In addition, it shall be the duty of the President to call a special meeting of the Association if so directed by resolution of a majority of a quorum of the Board or upon a petition signed by Members representing at least twenty (20%) percent of the total votes of the Association. The notice of any special meeting shall state the date, 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.

Section 5. Notice of Meetings. Written or printed notice stating the place, day and hour of any meeting of the Members shall be delivered, either personally or by mail, to each Member entitled to vote at such meeting, not less than ten (10) days nor more than two (2) months before the date of such meeting, by or at the direction of the President or the Secretary or the officers or person calling the meeting.

In the case of a special meeting or when required by statute or these Bylaws, the purpose or purposes for which the meeting is called shall be stated in the notice. No business shall be transacted at a special meeting except as stated in the notice.

If mailed, the notice of a meeting shall be deemed to be delivered when deposited in- the United States mail addressed to the Member at such Member's address as it appears on the records of the Association, with postage thereon prepaid.

Section 6. Waiver of Notice. Waiver of notice of a meeting of the Members shall be deemed the equivalent of proper notice. Any Member may, in writing, waive notice of any meeting of the Members, either before or after such meeting.- Attendance at a meeting by a Member or such Member's proxy shall be deemed a waiver by such Member of notice of the time, date and place thereof, unless such Member specifically objects to lack of proper notice at the time the meeting is called to order. Attendance at a special meeting shall- also be deemed waiver of notice of all business transacted thereat unless objection to the calling or convening of the meeting, of which proper notice was not given, is raised before the business is put to a vote.

Section 7. Adjournment of Meetings. If any meetings of the Association cannot be held because a quorum is not present, a majority of the Members who are present at such meeting, either

in person or by proxy, may adjourn the meeting to a time not less than five (5) nor more than thirty (30) days from the time the original meeting was called. At the reconvened meeting, if a quorum is present, any business which might have been transacted at the meeting originally called may be transacted. If a time and place for reconvening the meeting is not fixed by those in attendance at the original meeting or if for any reason a new date is fixed for reconvening the meeting after adjournment, notice of the time and place for reconvening the meeting shall be given to Members in the manner prescribed for regular meetings.

The Members present at a duly called or held meeting at which a quorum is present may continue to do business until adjournment, notwithstanding the withdrawal of enough Members to leave less than a quorum, provided that Members or their proxies representing at least twenty-five (25%) percent of the total votes of the Association remain present, and provided further that any action taken is approved by at least a majority of the Members required to constitute a quorum.

Section 8. Voting. The voting rights of the Members shall be set forth in the Declaration, and such voting rights provisions are specifically incorporated herein.

Section 9. Proxies. A Member may appoint a proxy to vote or otherwise act for such Member by signing an appointment form either personally or by an attorney-in-fact.

Section 10. Majority. As used in these Bylaws, the term "majority" shall mean those votes, Owners, or other group as the context may indicate totaling more than fifty (50%) percent of the total number.

Section 11. Quorum. Except as otherwise provided in these Bylaws or in the Declaration, the presence in person or by proxy of the Members representing one-third (1/3) of the total vote of the Association shall constitute a quorum of all meetings of the Association. Any provision in the Declaration concerning quorums is specifically incorporated herein.

Section 12. Conduct of Meetings. The President shall preside over all meetings of the Association, and the Secretary shall keep the minutes of the meeting and record in a minute book all resolutions adopted at the meeting, as well as a record of all transactions occurring thereat.

Section 13. Action Without a Meeting. Any action required by law to be taken at a meeting of the Members or any action that may be taken at a meeting of the Members may be taken without a

meeting if all Members entitled to vote on the action consent in writing to taking such action without a meeting. If all Members entitled to vote on the action consent in writing to taking such action without a meeting, the affirmative vote of the number of votes that would be necessary to authorize or take such action at a meeting shall be the act of the Members.

Article III
Board of Directors: Number, Powers, Meetings

A. Composition and Selection.

Section 1. Governing Body; Composition. The affairs of the Association shall be governed by a Board of Directors, each of whom shall have one (1) vote. Except as provided in Section 2 of this Article, the Directors shall be Members or spouses of such Members; provided, however, no person and his or her spouse may serve on the Board at the same time. In the case of an Owner that is a corporation, limited liability company or partnership, the person designated in writing to the secretary of the Association as the representative of such corporation, limited liability company or partnership shall be eligible to serve as a Director.

Section 2. Directors During Class "B" Control. The Directors shall be selected by the Class "B" Member acting in its sole discretion and shall serve at the pleasure of the Class "B" Member until the first to occur of the following:

(i) when seventy-five percent (75%) of the Lots permitted by the Plat for the Properties described on Exhibit A of the Declaration and seventy-five percent (75%) of the Lots permitted by the Plat or Plats for the property described on Exhibit C of the Declaration that has been subjected to the Declaration by subsequent amendment have certificates of occupancy issued thereon and have been conveyed to Persons other than the Declarant or builders holding title for purposes of development and sale;

(ii) December 31, 2009; or

(iii) when, in its discretion, the Class "B" Member so determines.

Within one hundred twenty (120) days thereafter, the Class "B" Member shall call a meeting, as provided in Article II, Section 4, of these Bylaws for special meetings, to advise the Members of the termination of the Class "B" Control Period.

The Directors selected by the Class "B" Member pursuant to this Section need not be Members or spouses of such Members as provided in Section 1 of this Article.

Section 3. Number of Directors. The number of Directors in the Association shall not be less than three (3) nor more than five(5), as provided below.

Section 4. Nomination of Directors. Except with respect to Directors selected by the Class "B" Member, nominations for election to the Board shall be made by a Nominating Committee. The Nominating Committee shall consist of a Chairman, who shall be a member of the Board, and three (3) or more Members of the Association. The Nominating Committee shall be appointed by the Board not less than thirty (30) days prior to each annual meeting of the Members 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 such annual meeting. The Nominating Committee shall make as many nominations for election to the Board as it shall in its discretion determine, but in no event less than the number of vacancies or terms to be filled. Nominations shall be permitted from the floor. All candidates shall have a reasonable opportunity to communicate their qualifications to the Members and to solicit votes.

Section 5. Election and Term of Office. Notwithstanding any other provision contained herein:

(a) Within thirty (30) days after the time Class "A" Members, other than the Declarant or a builder holding title solely for purposes of development and sale, own thirty percent (30%) of the Lots permitted by the Plat for the Properties described on Exhibit A of the Declaration and thirty percent (30%) of the Lots permitted by the Plat or Plats for the property described on Exhibit C of the Declaration that has been subjected to the Declaration by subsequent amendment and certificates of occupancy have been issued thereon, or whenever the Class "B" Member earlier determines, the Association shall call a special meeting to be held at which Members other than the Class "B" Member shall elect one 1) of the three (3) Directors who shall be an at-large Director. The Director so elected shall not be subject to removal by the Class "B" Member acting alone and shall be elected for a term of one (1) year or until the happening of the event described in subsection (b)below, whichever is shorter. If such Director's term expires prior to the happening of the event described in subsection (b) below, a successor shall be elected for a like term.

(b) Within thirty (30) days after the time Class "A" Members, other than the Declarant or a builder holding title solely for purposes of development and sale, own fifty percent (50%) percent of the Lots permitted by the Plat for the Properties described on Exhibit A of the Declaration and fifty percent (50%) of the Lots permitted by the Plat or Plats for the property described on Exhibit C of the Declaration that has been subjected to the Declaration by subsequent amendment and certificates of occupancy have been issued thereon, or whenever the Class "B" Member earlier determines, the Board shall be increased to five (5) Directors. The Association shall call a special meeting to be held at which Members other than the Class "B" Member shall elect two (2) of the five (5) Directors, both of whom shall be at-large Directors. The Directors so elected shall not be subject to removal by Class "B" Member acting alone and shall be elected for a term of one (1) year or until the happening of the event described in subsection (c) below, whichever is shorter. If such Directors' terms expire prior to the happening of the event described in subsection (c) below, successors shall be elected for a like term.

(c) At the first annual meeting of the Members after the termination of the Class "B" Control Period and at each annual meeting of the Members thereafter, all Directors shall be elected by the Members. After the termination of the Class "B" Control Period, the Members may increase or decrease the number of Directors, provided that such number shall not be less than three (3) nor more than five (5) and that such number shall always be an odd number.

All Directors shall be elected to serve for a term of one (1) year. The members of the Board shall hold office until their respective successors shall have been elected by the Association. Directors may be elected to serve any number of consecutive terms.

Section 6. Removal of Directors and Vacancies. Directors may be removed, with or without cause, by a vote of a majority of the Members. Any Director whose removal is sought will be given notice prior to any meeting called for that purpose. A Director who was elected at large solely by the votes of Members other than the Class "B" Member may be removed from office prior to the expiration of his or her term only by the votes of a majority of Members other than the Class "B" Member. - Upon removal of a Director, a successor shall then and there be elected to fill the vacancy by the Members.

Any Director who has three (3) consecutive unexcused absences from Board meetings or who is delinquent in the payment

of any assessment for more than thirty (30) days may be removed by a majority of the Directors present at a regular or special meeting at which a quorum is present, and a successor may be appointed by the Board. In the event of the death, disability or resignation of a Director, a vacancy may be declared by the Board and it may appoint a successor. Any Director appointed by the Board shall serve for the remainder of the term such successor was appointed to fill.

Section 7. Voting Procedure for Directors. At any election of Directors to the Board, each Member may cast, in respect to each vacancy, as many votes as he or she is entitled to exercise under Article III of the Declaration. Votes shall be cast as provided in Section 2 or Section 5, as applicable, of this Article III of the Bylaws. The candidates receiving the largest number of votes shall be elected.

B. Meetings.

Section 8. Annual Meetings. The first meeting of the Board following each annual meeting of the Members shall be held within ten (10) days thereafter at such time and place as shall be fixed by the Board.

Section 9. Regular Meetings. Regular meetings of the Board may be held at such time and place as shall be determined from time to time by a majority of the Directors, but at least four (4) such meetings shall be held during each fiscal year with at least one (1) per quarter. Notice of the time and place of the meeting shall be communicated to Directors not less than four (4) days prior to the meeting; provided, however, notice of a meeting need not be given to any Director who has signed a waiver of notice or a written consent to holding of the meeting.

Section 10. Special Meetings. Special meetings of the Board shall be held when called by written notice signed by the President or by a majority of Directors. The notice shall specify the time and place of the meeting and the nature of any special business to be considered. The notice shall be given to each Director by one of the following methods: (a) by personal delivery; (b) written notice by first class mail, postage prepaid; (c) by telephone communication, either directly to the Director or to a person at the Director's office or home who would reasonably be expected to communicate such notice promptly to the Director; or (d) by facsimile transmission. All such notices shall be given at the Director's telephone number or sent to the Director's address as shown on the records of the Association. Notices sent by first class mail shall be deposited in the United States mail at least seven (7) days before the time

set for the meeting. Notices given by personal delivery, telephone or facsimile transmission shall be delivered, telephoned or sent by facsimile transmission at least seventy-two (72) hours before the time set for the meeting.

Section 11. Waiver of Notice. The transactions of any meeting of the Board, however called and noticed or wherever held shall be as valid as though taken at a meeting duly held after regular call and notice if (a) a quorum is present, and (b) either before or after the meeting each of the Directors not present signs a written waiver of notice, a consent to holding the meeting, or an approval of the minutes. The waiver of notice or consent need not specify the purpose of the meeting. Notice of the meeting shall also be deemed given to any Director who attends the meeting without protesting before or at its commencement about the lack of adequate notice.

Section 12. Quorum of Board. At all meetings of the Board, a majority of the Directors shall constitute a quorum for the transaction of business, and the votes of a majority of the Directors present at a meeting at which a quorum is present shall constitute the decision of the Board. A meeting at which a quorum is initially present may continue to transact business, notwithstanding the withdrawal of Directors, if any action taken is approved by a least a majority of the required quorum for that meeting. If any meeting of the Board cannot be held because a quorum is not present, a majority of the Directors who are present at such meeting may adjourn the meeting to a time not less than five (5) nor more than thirty (30) days from the date the original meeting was called. If a quorum is present at the reconvened meeting, any business which might have been transacted at the meeting originally called may be transacted without further notice.

Section 13. Compensation. No Director shall receive any compensation from the Association for acting as such unless approved by Members holding a majority of the total vote of the Association at a regular or special meeting of the Association; provided any Director may be reimbursed for expenses incurred on behalf of the Association upon approval of a majority of the other Directors.

Section 14. Conduct of Meetings. The President shall preside over all meetings of the Board, and the Secretary shall keep a minute book of meetings of the Board, recording therein all resolutions adopted by the Board and all transactions and proceedings occurring at such meetings.

Section 15. Action Without a Meeting. Any action to be taken at a meeting of the Directors or any action that may be taken at a meeting of the Directors may be taken without a meeting if all of the Directors consent to taking such action without a meeting. If all of the Directors consent to taking such action without a meeting, the affirmative vote of the number of Directors that would be necessary to authorize or take such action at a meeting is the act of the Board. The action must be evidenced by one (1) or more written consents describing the action taken, signed by each Director, and included in the minutes filed with the corporate records reflecting the action taken. A consent signed under this Section has the effect of a meeting vote and may be described as such in any document.

C. Powers and Duties.

Section 16. Powers. The Board shall be responsible for the affairs of the Association and shall have all of the powers and duties necessary for the administration of the Association's affairs and, as provided by law, may do all acts and things as are not by the Declaration, Charter or these Bylaws directed to be done and exercised exclusively by the Members or the membership generally.

The Board shall delegate to one of its members the authority to act on behalf of the Board on all matters relating of the duties of the managing agent or manager, if any, which might arise between meetings of the Board.

In addition to the duties imposed by these Bylaws or by any resolution of the Association that may be hereafter adopted, the Board shall have the power to and shall be responsible for the following, in way of explanation, but not limitation:

(a) preparing and adopting an annual budget in which there shall be established the contribution of each Owner to the Common Expenses;

(b) making assessments to defray the Common Expenses, establishing the means and methods of collecting such assessments, and establishing the period of the installment payments of the annual assessments; provided, unless otherwise determined by the Board, the annual assessment for each Lot's proportionate share of the Common Expenses shall be payable in equal monthly installments, each such installment to be due and payable in advance on the first day of each month for said month;

(c) providing for the operation, care, upkeep, repair, replacement and maintenance of all of the Area of Common Responsibility;

(d) designating, hiring and dismissing the personnel and/or managing agents necessary for maintenance, operation, repair and replacement of the Association, its property, and the Area of Common Responsibility and, where appropriate, providing for the compensation of such personnel and/or managing agents and for the purchase of equipment, supplies and materials to be used by such personnel and/or managing agents in the performance of their duties;

(e) collecting the assessments, depositing the proceeds thereof in a bank depository which it shall approve, and using the proceeds to administer the Association; provided, any reserve fund may be deposited, in the Directors' best business judgment, in depositories other than banks;

(f) making and amending rules and regulations;

(g) opening of bank accounts on behalf of the Association and designating the signatories required;

(h) making or contracting for the making of repairs, additions and improvements to or alterations of the Area of Common Responsibility in accordance with the other provisions of the Declaration and these Bylaws after damage or destruction by fire or other casualty;

(i) enforcing by legal means the provisions of the Declaration, these Bylaws, and the rules and regulations adopted by it and bringing any proceedings which may be instituted on behalf of or against the Owners concerning the Association;

(j) obtaining and carrying insurance against casualties and liabilities, as provided in the Declaration, and paying the premium cost thereof;

(k) paying the cost of all services rendered to the Association;

(l) keeping books with detailed accounts of the receipts and expenditures affecting the Association and its administration, specifying the maintenance and repair expenses and any other expenses incurred. The said books and vouchers accrediting the entries thereupon shall be available for examination by the Owners and Mortgagees, their duly authorized agents, accountants or attorneys, during general business hours

on working days at the time and in a manner that shall be set and announced by the Board for the general knowledge of the Owners. All books and records shall be kept in accordance with generally accepted accounting practices;

(m) making available to any prospective purchaser of a Lot, any Owner of a Lot, any first priority Mortgagee, and the holders, insurers and guarantors of a first priority Mortgage on any Lot, current copies of the Declaration, the Charter, the Bylaws, rules governing the Lot, and all other books, records and financial statements of the Association; and

(n) permitting utility suppliers to use portions of the Area of Common Responsibility reasonably necessary to the ongoing development or operation of the Properties.

Section 17. Accounts and Reports. The following management standards of performance will be followed unless the Board by resolution specifically determines otherwise:

(a) accrual accounting, as defined by generally accepted accounting principles, shall be employed;

(b) accounting and controls should conform to generally accepted accounting principles;

(c) cash accounts of the Association shall not be commingled with any other accounts;

(d) no remuneration shall be accepted by the managing agent from vendors, independent contractors or others providing goods or services to the Association, whether in the form of commissions, finder's fees, services fees, prizes, gifts or otherwise;

(e) any financial or other interest that the managing agent may have in any firm providing goods or services to the Association shall be disclosed promptly to the Board;

(f) commencing at the end of the month in which the first Lot is subject to assessment, financial reports shall be prepared for the Association at least quarterly containing:

(i) an income statement reflecting all income and expense activity for the preceding period on an accrual basis;

(ii) a statement reflecting all cash receipts and disbursements for the preceding period;

(iii) a variance report reflecting the status of all Association ledger accounts in an "actual" versus "approved" budget format;

(iv) a balance sheet as of the last day of the preceding period; and

(v) a delinquency report listing all Owners who are delinquent in paying the monthly installments of assessments at, the time of the report and describing the status of any action to collect such installments which remain delinquent. (A monthly installment of the assessment shall be considered to be delinquent on the fifteenth (15th) day of each month unless otherwise determined by the Board); and

(g) an annual report as of the end of the fiscal year consisting of at least the following shall be distributed to all Members within one hundred twenty (120) days after the close of the fiscal year: (i) a balance sheet; (ii) an operating (income statement); and (iii) a statement of changes in financial position for the fiscal year. The annual report referred to above shall be prepared on an audited, reviewed, or unaudited basis, as determined by the Board, by an independent certified public accountant for any fiscal year in which the gross income of the Association exceeds Seventy-Five Thousand (\$75,000.00) Dollars. If said report is not prepared by an independent certified public account, it shall be accompanied by the certificate of an authorized officer of the Association that the statements were prepared without audit from the books and records of the Association.

Section 19. Borrowing. The Board shall have the power to borrow the money for the purpose of repair or restoration of the Area of Common Responsibility without the approval of the Members; provided, however, the Board shall obtain Member approval in the same manner provided in Article IX, Section 3, of the Declaration for Special Assessments in the event that the proposed borrowing is for the purpose of modifying, improving or adding amenities, and the total amount of such borrowing exceeds or would exceed five (5%) percent of the budgeted gross expenses of the Association for that fiscal year.

Section 20. Rights of the Association. With respect to the Area of Common Responsibility, and in accordance with the Charter and Bylaws of the Association, the Association shall have the right to contract with any Person for the performance of various duties and functions. Without limiting the foregoing, this right shall entitle the Association to enter into common management, operational, or other agreements with trusts, condominiums, or

neighborhood and other owners or residents associations, both within and without the Properties. Such agreements shall require the consent of two-thirds (2/3) of all Directors of the Association.

The Association shall not be bound, either directly or indirectly, by any contract, lease, or other agreement (including any management contract) executed during the Class "B" Control Period unless such contract, lease or other agreement contains a right of termination exercisable by either party without penalty at any time, with or without cause, upon not more than ninety (90) days notice to the other party.

Notwithstanding anything to the contrary contained herein, the Association, through its Board, shall have the right to enter into a declaration of easements and covenant to share costs or similar arrangement whereby the Association assumes maintenance responsibility for property which it does not own, or grants easements to Persons who are not Members, in consideration for payment by the owner of such property or such nonmembers of all or an equitable portion of the costs associated with such maintenance or use.

Section 21. Enforcement. The Board shall have the power to impose reasonable fines, which shall constitute a lien upon the Lot of the violating Owner, and to suspend an Owner's right to vote for violation of any duty imposed under the Declaration, these Bylaws, or any rules and regulations duly adopted hereunder. In the event that any occupant of a Lot violates the Declaration, Bylaws, or a rule or regulation and a fine is imposed, the fine shall first be assessed against the occupant; provided, however, if the fine is not paid by the occupant within the time period set by the Board, the Owner shall pay the fine upon notice from the Association. The failure of the Board to enforce any provision of the Declaration, Bylaws, or any rule or regulation shall not be deemed a waiver of the right of the Board to do so thereafter.

(a) Notice. Prior to imposition of any sanction hereunder, except the suspension of voting rights for nonpayment of assessments, the Board or its delegate shall serve the alleged violator with written notice describing (i) the nature of the alleged violation; (ii) the proposed sanction to be imposed; (iii) a period of not less than ten (10) days within which the alleged violator may present a written request to the Board for a hearing; and (iv) a statement that the proposed sanction shall be imposed as contained in the notice unless a challenge is begun within ten (10) days of the notice. If a timely challenge is not made, the sanction stated in the notice shall be imposed.

(b) Hearing. If a hearing is requested in a timely manner, the hearing shall be held in executive session of the Board affording the Owner a reasonable opportunity to be heard. Prior to the effectiveness of any sanction hereunder, proof of proper notice shall be placed in the minutes of the meeting. Such proof shall be deemed adequate if a copy of the notice, together with a statement of the date and manner of delivery, is entered by the officer, Director or agent who delivered such notice. The notice requirement shall be deemed satisfied if the alleged violator appears at the meeting. The minutes of the meeting shall contain a written statement of the results of the hearing and the sanction, if any, imposed.

(c) Additional Enforcement Rights. Notwithstanding anything to the contrary herein contained, the Association, acting through the Board, may elect to enforce any provision of the Declaration, these Bylaws, or the rules and regulations of the Association by self-help (specifically including, but not limited to, the towing of vehicles that are in violation of parking rules and regulations) or by suit at law or in equity to enjoin any violation or to recover monetary damages or both without the necessity of compliance with the procedure set forth above. In any such action, to the maximum extent permissible, the Owner or occupant responsible for the violation of which abatement is sought shall pay all costs, including reasonable attorneys' fees actually incurred.

Article IV Officers

Section 1. Officers. The principal officers of the Association shall be a President, Secretary and Treasurer. The Board may appoint such other officers, including one or more Assistant Secretaries and one or more Assistant Treasurers, as it shall deem desirable, such officers to have the, authority and perform the duties prescribed from time to time by the "Board. Any two (2) or more offices may be held by the same person, except the offices of President and Secretary.

Section 2. Election, Term of Office and Vacancies. The officers of the Association shall be elected annually by the Board at the first meeting of the Board following each annual meeting of the Members, as herein set forth in Article III. A vacancy in any office arising because of death, resignation, removal, or otherwise may be filled by the Board for the unexpired portion of the term.

Section 3. Removal. Any officer may be removed by the Board whenever in its judgment the best interests of the Association will be served thereby.

Section 4. Powers and Duties. The officers of the Association shall each have such powers and duties as generally pertain to their respective offices, as well as such powers and duties as may from time to time be specifically conferred or imposed by the Board. The President shall be the chief executive officer of the Association. The Treasurer shall have primary responsibility for the preparation of the budget as provided for in the Declaration and may delegate all or part of the preparation and notification duties to a finance committee, management agent, or both.

Section 5. Resignation. 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 the 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 6. Agreements, Contracts, Deeds, Leases, Checks, Etc. All agreements, contracts, deeds, leases, checks and other instruments of the Association shall be executed by an officer of the Association or by such other person or persons as may be designated by the committee or with rules adopted by the Board.

Article V Committees

Section 1. General. Committees are hereby authorized to perform such tasks and to serve for such periods as may be designated by a resolution adopted by a majority of the Directors present at a meeting at which a quorum is present. Each committee shall operate in accordance with the terms of the resolution of the Board designating the committee or with rules adopted by the Board.

Article VI Miscellaneous

Section 1. Fiscal Year. The fiscal year of the Association shall be set by resolution of the Board.

Section 2: Parliamentary Rules. Except as may be modified by Board resolution, Roberts' Rules of Order (current edition) shall govern the conduct of Association proceedings when not in

conflict with Tennessee law, the Charter, the Declaration or these Bylaws.

Section 3. Conflicts. If there are conflicts or inconsistencies between or among the provisions of Tennessee law, the Charter, the Declaration and these Bylaws, the provisions of Tennessee law, the Declaration, the Charter and these Bylaws (in that order) shall prevail.

Section 4. Books and Records.

(a) Inspection by Members and Mortgagees. The Declaration and Bylaws, membership register, books of account, and minutes of meetings of the Members, the Board and the committees shall be made available for inspection and copying by any Mortgagee, Member or such Member's duly appointed representative at any reasonable time and for a purpose reasonably related to such Member's interest as a Member at the office of the Association or at such other place within the Properties as the Board shall prescribe.

(b) Rules for Inspection. The Board shall establish reasonable rules with respect to:

(i) notice to be given to the custodian of the records;

(ii) hours and days of the week when such an inspection may be made; and

(iii) payment of the cost of reproducing copies of documents requested.

(c) Inspection by Directors. Every Director shall have the absolute right at any reasonable time to inspect all books, records and documents of the Association and the physical properties owned or controlled by the Association. The right of inspection by a Director includes the right to make extracts and a copy of relevant documents at the expense of the Association.

Section 5. Notices. Unless otherwise provided in these Bylaws, all notices, demands, bills, statements or other communications under these Bylaws shall be in writing and shall be deemed to have been duly given if delivered personally or if sent by United States mail, first class postage prepaid:

(a) if to a Member, at the address that the Member has designated in writing and filed with the Secretary or, if no

such address has been designated, at the address of the Lot owned by such Member; or

(b) if to the Association, the Board or the managing agent, at the principal office of the Association or the managing agent, if any, or at such other address as shall be designated by notice in writing to the Members pursuant to this Section.

Section 6. Amendment. Prior to the conveyance of the first Lot, Declarant may unilaterally amend these Bylaws. After such conveyance, the Declarant may unilaterally amend these Bylaws so long as it still owns property described in Exhibit A or Exhibit C of the Declaration for development as part of the Properties and so long as the amendment has no material adverse effect upon any right of any Member. Thereafter and otherwise, these Bylaws may be amended only by the affirmative vote (in person or by proxy) or written consent of Members representing seventy-five percent (75%) of the total votes of the Association. However, the percentage of votes necessary to amend a specific clause shall not be less than the prescribed percentage of affirmative votes required for action to be taken under that clause. No amendment shall be effective until recorded in the Register's Office for Davidson County, Tennessee.

CERTIFICATION

I, the undersigned, do hereby certify:

That I am the duly elected and acting Secretary of Cleveland Hall Homeowners Association, Inc., a Tennessee corporation; and

That the foregoing Bylaws constitute the original Bylaws of Cleveland Hall Homeowners Association, Inc., as duly adopted by the Board of Directors thereof by Actions Taken on Written Consent dated the 1st day of November, 1999.

IN WITNESS WHEREOF, I have hereunto subscribed my name this 1st day of November, 1999.

WORCESTER A. BRYAN, IV,
Secretary