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This instrument prepared by:
 Thomas N. Jones
 Attorney at Law
 THOMAS N. JONES & ASSOCIATES
 339 Main Street
 Suite 100
 Franklin, TN 37064

BK/PG: 3498/958-978

05010233

RESTRICTIONS	
03/10/2005	12:43 PM
BATCH	41361
MTG TAX	0.00
TRN TAX	0.00
REC FEE	105.00
DP FEE	2.00
REG FEE	0.00
TOTAL	107.00

STATE OF TENNESSEE, WILLIAMSON COUNTY

SADIE WADE
 REGISTER OF DEEDS

BYLAWS
OF
BROKEN RIDGE HOLLOW

These are the Bylaws of Broken Ridge Hollow Homeowners Association (the "Association"), a Tennessee non-profit corporation whose members are comprised of those persons who hold the interest in Lots at Broken Ridge Hollow Subdivision, Williamson County, Tennessee, required for membership by that certain "Declaration of Covenants, Conditions and Restrictions for Broken Ridge Hollow", (the "Covenants") of record in Book 3498, Page 943, Register's Office of Williamson County, TN. Terms used herein, where no otherwise defined, shall have the same meanings as when used in the Covenants.

ARTICLE I

OFFICES

1.01. Principal Office. The principal office for the transaction of the Association's business is located at 256 Cedarcreek Drive, Nashville, Tennessee. The Board of Directors shall have full power and authority to change the principal office from one location to another by appropriate resolution.

1.02. Place of Meetings. The Association may also have offices at such other places, within or without the State of Tennessee, as the Board of Directors may from time to time designate, or as the business of the Association may require.

ARTICLE 2

MEETINGS OF MEMBERS

2.01. Place of Meetings. Meetings of members shall be held at any place within or without the State of Tennessee, designated by the Board of Directors or by the written consent of all persons entitled to vote thereat. In the absence of any such designation, members' meetings shall be held at the principal office of the Association. Any meeting is valid wherever held if held by the written consent of all persons entitled to vote thereat, given either before or after the meeting and filed with the Secretary of the Association.

2.02. Annual Meeting. Commencing in the first year following the year in which the administration of the affairs of the Association are transferred from the Developer to the members of the Association, an annual meeting of the members of the Association shall be held on the first Saturday in March of each year (or if that be a legal holiday, then on the next business day) between the hours of 9:00 a.m. and 9:00 p.m., for the election of Directors and for the transaction of such other business as may be brought before the meeting.

2.03. Special Meetings. Special meetings of the members may be called on the order of the President or of a majority of the Board of Directors, or upon the written request of members holding twenty-six (26%) percent or more of

the total votes of the Association. Business transacted at a special meeting shall be confined to the purposes stated in the notice for that meeting.

2.04. Fixing Record Date. For the purpose of determining the members entitled to notice of any meeting, or any adjournment thereof, or for the purpose of any other action, the Board shall fix in advance a date as the record date for such determination. Such date shall not be more than thirty (30) or nor less than ten (10) days before the date of the meeting. If no record date is fixed, then the date shall be determined in accordance with the provisions of law relating thereto. An Owner, as such term is defined in the Covenants, in default with respect to any provision of the Covenants and these Bylaws shall not be entitled to vote at any meeting of the members for so long as such default is in existence.

2.05. Notice. Written or printed notice stating the place, date and hour of the meeting, and in the case of a special meeting, a statement in general terms of the purpose or purposes for which the meeting is called and the person or persons calling the meeting, shall be delivered either personally or by mail, by or at the direction of the President, Secretary, or other person calling the meeting to each member entitled to vote at the meeting. If mailed, such notice shall be delivered not less than ten (10) nor more than sixty (60) days before the date of the meeting, and shall be deemed delivered when deposited in the United States mail addressed to the member at his address as it appears on the books of the Association, with postage thereon prepaid. If delivered personally, such notice shall be delivered not less than five (5) nor more than sixty (60) days before the date of the meeting, and shall be deemed delivered when actually received by

the member. The person giving such notice shall certify that the notice required by this paragraph has been given, unless such notice is waived. Notice may be waived prior to, at, or subsequent to any meeting. Attendance of any member at a meeting, in person or by proxy, shall constitute a waiver of notice of the meeting by such member.

2.06. Quorum. Members representing twenty-six (26%) percent or more of the votes entitled to be cast at any meeting, present in person or by proxy, shall constitute a quorum for the transaction of business, except as may otherwise be provided by law, by the Charter of Incorporation, the Covenants, or these Bylaws. If a quorum shall not be present or represented by proxy at any such meeting, then those entitled to vote thereat, present in person or represented by proxy, shall have the power to adjourn the meeting from time to time and notice of an adjourned meeting need not be given if the time and place to which it is adjourned are announced at the meeting at which adjournment is taken. At any such adjourned meeting the quorum required shall be one-half (1/2) the quorum required at the preceding meeting (provided that a quorum shall never consist of less than one-tenth (1/10th) of the total number of votes entitled to be cast by all members. No such adjourned meeting shall be held more than sixty (60) days following the preceding meeting or, if it is so held, the quorum required shall again be twenty-six percent (26%) of the votes entitled to be cast. When a quorum is present to organize the meeting, it cannot be broken by the subsequent withdrawal of a member or members.

2.07. Proxies. Every member entitled to vote at a meeting may do so either in person or by written proxy, which proxy shall be signed and dated and filed with the Secretary of the meeting before being voted. Such proxy shall entitle the holders thereof to vote at any adjournment of such meeting, but shall not be valid after the final adjournment thereof, unless otherwise provided therein. No proxy shall be valid after the expiration of eleven (11) months from the date of its execution unless otherwise provided in the proxy. Votes shall be cast according to the provisions set forth in the Association's Charter.

2.08. Chairman of Meeting. The Chairman of the Board or the President, or in their absence, a Vice President, shall preside at all meetings of the members. In the absence of the Chairman, the President, and the Vice-President, the Board of Directors may appoint any member to act as Chairman of the meeting.

2.09. Secretary of Meeting. The Secretary of the Association shall act as secretary at all meetings of the members and, in his absence, the Chairman may appoint any person to act as secretary for the meeting.

2.10. Order of Business. The order of business at the annual meeting of the members shall be:

- (a) Calling the roll and certifying the proxies.
- (b) Proof of notice of the meeting or certificates as to waivers.
- (c) Reading and disposal of unapproved minutes.
- (d) Reports of the officers of the Association.
- (e) Reports of the Board of Directors of the Association.

- (f) Reports of Committees.
- (g) Selection and appointment of inspectors of election (if deemed necessary.)
- (h) Election of Board of Directors of the Association.
- (i) Unfinished business.
- (j) New business.
- (k) Adjournment.

ARTICLE 3

MEMBERSHIP VOTING AND RIGHTS

3.01. Membership. Every Owner of a Lot which is subject to assessment shall be a Member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment.

3.02. Classes of Members. The Association shall have two classes of voting membership:

Class A. Class A Members shall be all Owners with the exception of the Declarant, its successors and assigns. The owners of each Lot shall be entitled to one vote for such Lot. When more than one person holds an interest in any Lot, all such persons shall be Members. The vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any Lot. For purposes of this Declaration, the "successors and assigns" of the Declarant shall refer to any person(s) or entity(ies) who or which purchases more than a single Lot from the Declarant for the purpose of constructing residences thereon for resale, or selling such Lots to

others for the purposes of constructing residences thereon for resale. Such persons or entities shall, with respect to such Lots so purchased, be considered, along with Declarant, to be Class B Members.

Class B. The Class B Member shall be the Declarant, its successors and assigns. The Class B membership shall cease and be converted to Class A Membership on the happening of either of the following events, whichever occurs earlier:

(a) When all Lots have been improved and sold to purchasers who intend to reside thereon; provided that, at the option of the Declarant and its successors and assigns, the Class B Memberships...

(b) One December 31, 2015.

ARTICLE 4

BOARD OF DIRECTORS

4.01. Management of Association. The property, business and affairs of the Association shall be managed and controlled by the Board of Directors. The Board shall have the following powers and duties:

(a) To elect and remove the officers of the Association, as hereinafter provided;

(b) To administer the affairs and property of the Association;

(c) To formulate policies for the administration, management and operation of the Association's property;

(d) To adopt rules and regulations, with written notice thereof to all lot owners, governing the administration, management, operation and use of the Association's property, and to amend such rules and regulations from time to time;

(e) To provide for the maintenance, repair and replacement of the Association's property, and payments therefore, and to approve payment vouchers or to delegate such approval to the officers;

(f) To provide for the designation, hiring and removal of employees and other personnel, including accountants and attorneys, and to engage or contract for the services of others, and to make purchases for the maintenance, repair, replacement, administration, management and operation of the Association's property. The Board is affirmatively given the power to contract for such services with the Declarant, so long as the amount to be paid the Declarant under such contract does not exceed the cost to the Declarant of providing such service, unless the contract is approved by a majority of those Board members not employed by the Declarant, or can be shown to be fair, reasonable, and in the best interest of the Association;

(g) To appoint committees of the Board and to delegate to such committees the Board's authority to carry out certain duties of the Board, as set out in Section 4.13 hereof;

(h) To determine the fiscal year of the Association and to change said fiscal year from time to time as the Board deems advisable;

(i) To estimate the amount of the annual budget, and to provide the manner of assessing and collecting from the lot owners and members their respective shares of such estimated expenses, as herein provided; and

(j) To borrow money if necessary to avoid an operating or other deficit in the Association's finances, or to provide funds in an emergency, or for any purpose deemed necessary by them, to pledge the Association's assets to secure such borrowing, and to provide for a special assessment, if necessary, to repay such borrowing.

4.02. Qualification and Election. Until the first annual meeting of the members, Directors need not be members of the Association. After such first annual meeting, the Directors shall be members of the Association. All Directors must be of legal age. They shall be elected by a plurality of the votes cast at the annual meeting of the Association. Each Director shall hold office until the expiration of the term for which he is elected, and thereafter until his successor has been duly elected and qualified.

4.03. Number and Term of Office. The Board shall consist of five (5) persons. The Declarant shall appoint the first Board, and a majority for so long as Declarant owns lots in the development. The other two Directors shall be elected by Members of Association by a plurality of the same, for a period of one year.

4.04. Nomination and Election. This shall apply to the selection of the Board except for Declarant's appointment.

(a) Prior to each annual meeting of the Association, there shall be appointed by the President a nominating committee of three (3) members of the Association or the Board of Directors. The nominating committee shall meet promptly and after considering the qualifications of persons shall nominate a person or persons to be elected members of the Board of Directors at the forthcoming annual meeting of the Association.

(b) Nominations may also be made from the floor at any annual meeting or special meeting called for the purpose of electing directors.

(c) The candidate receiving a plurality of the votes cast for the office shall be declared elected. In the case of members of the Board, those receiving the greater number of votes out of the number to be cast shall be declared elected, and in case of a tied vote as to the last place to be filled, a new ballot shall be cast in order to determine the successful candidate.

(d) No member who has failed to pay any dues or assessments to the Association, nor any member against whom a lien therefore is being prosecuted, shall be eligible for election as an officer or a member of the Board of Directors.

(e) Directors elected to fill any vacancy due to death, resignation, or removal shall serve for the remaining unexpired term of the Director they replace. Directors are elected otherwise to serve for one year.

4.05. Removal and Resignation.

(a) A Director may be removed for cause by vote or action taken by the Board or by the Association membership at a special meeting called for that purpose.

(b) Directors may be removed without cause only by vote of the members at a meeting duly called for that purpose or at the annual meeting.

(c) A Director may resign at any time by giving written notice to the Board, the President, or the Secretary. Unless otherwise specified in the letter of resignation, the resignation shall take effect immediately upon receipt thereof by the Board or by the officers designated to receive the same and acceptance of the resignation shall not be necessary to make it effective.

4.06. Vacancies in the Board. Vacancies in the Board may be filled until the date of the next annual meeting of the membership by the remaining members of the Board.

4.07. Annual and Regular Meetings. The annual meeting of the Board of Directors, of which no notice shall be necessary, shall be held immediately following the annual meeting of the membership, or immediately following any adjournment thereof, for the purpose of organizing the Board, for the election or appointment of officers for the ensuing year, and for the transaction of such other businesses as may be conveniently and properly brought before such meeting. The Board may also designate more frequent intervals for regular meetings.

4.08. Special Meetings. Special meetings of the Board of Directors may be called by order of the Chairman of the Board, the President or by any two (2) Directors. The place of said meeting shall be noted in the call for the meeting.

4.09. Notice of Directors' Meetings. The annual and all regular Board meetings may be held without notice. The Secretary shall give notice of the time, place and purpose or purposes of any special meeting by mailing the same at least five (5) days before the meeting or by telephoning or telegraphing the same at least three (3) days before the meeting to each Director at his address as it appears on the books of the Association. Such notice may be waived prior to, at, or subsequent to any such meeting.

4.10. Conduct of Meetings. At meetings of the Board of Directors, the Chairman of the Board, the President, or a designated Vice President shall preside. The Secretary or Assistant Secretary shall keep minutes of the meeting, or, in their absence, the presiding officer shall appoint any person to keep such minutes.

4.11. Quorum and Vote. The presence of a majority of the Directors shall constitute a quorum for the transaction of business, but less than a quorum may adjourn any meeting from time to time until a quorum shall be present. No notice of an adjourned meeting need be given if the time and place to which the meeting is adjourned are fixed at the meeting at which the adjournment is taken, if the period of adjournment does not exceed thirty (30) days in any one adjournment. The vote of a majority of the Directors present at a meeting at which a quorum is present shall be the act of the Board, unless the vote of a greater number is required by the Association's Charter, these Bylaws, or the laws of the State of Tennessee. At any meeting at which every Director shall be present, even though without notice, any business may be transacted.

4.12. Voting by Consent. Whenever the Directors of this Corporation are required or permitted to take any action by vote, such action may be taken without a meeting on written consent, setting forth the action so taken, and signed by all the Directors entitled to vote thereon.

4.13. Compensation. In the absence of any appropriate action by the Board of Directors, such Directors shall receive no compensation but shall be reimbursed for expenses for the performance of their duties.

ARTICLE 5

OFFICERS

5.01. Number and Qualifications. The Association shall have a President and a Secretary, and such other officers as the Board of Directors shall from time to time deem necessary or advisable. Any two (2) or more offices may be held by the same person, except the office of President and Secretary. Any officer may be removed at any time by a majority vote of the entire Board of Directors.

5.02. Election and Term. The officers shall be elected by the Board of Directors at its annual meeting. Each officer shall serve until the expiration of the term for which he is elected, and thereafter until his successor has been duly elected and qualified or until removed as herein provided.

5.03. Duties of Officers. Officers shall have such authority and perform such duties in the management of the Association as are hereinafter set out, and such additional duties as are normally incident to their offices and as the Board of Directors may from time to time prescribe.

5.04. Duties of President. The President shall be the Chief Executive Officer of the Association and, when present, shall preside at all meetings of the membership and, unless a chairman of the Board of Directors has been elected and is present, shall preside at the meetings of the Board of Directors. The President or Vice President, unless some other person is specifically authorized by vote of the Board of Directors, shall sign all documents on behalf of the

Association, including, but not limited to, deeds, mortgages, leases and contracts of the Association.

5.05. Duties of Vice President. The Vice President shall perform the duties and have the powers of the President during the absence or disability of the President.

5.06. Duties of Secretary. The Secretary shall keep accurate minutes for all meetings of the membership and the Board of Directors and, to the extent ordered by the Board of Directors or the President, the minutes of meetings of all committees. He shall cause notice to be given of meetings of stockholders, of the Board of Directors and, when requested to do so, of any committee appointed by the Board. He shall have general charge of the records, documents and papers of the Association which shall, at all reasonable times, be open to examination by any Director or member. He may sign or execute contracts with the President or a Vice President thereunder authorized in the name of the Association.

5.07. Duties of Treasurer. The Treasurer, subject to the order of the Board of Directors, shall be responsible for the money and funds of the Association and shall deposit such monies and funds in the name of the Association in such banks as the Board of Directors may designate. The Treasurer shall make, sign, and endorse the name of the Association on all checks, drafts, notes and other orders for the payment of money, and pay out and dispose of its funds under the direction of the President or the Board of Directors. No payment for any purpose in excess of the amount budgeted for

that purpose shall be made without approval of the Board of Directors. If required by the Board of Directors, he shall give such bond as shall be determined appropriate for the faithful performance of his duties.

5.08. Compensation of Officers. The officers shall receive such salary or compensation as may be fixed by the Board of Directors. If no action is taken to set such salary, then they shall serve without compensation.

5.09. Resignations. Any officer may resign at any time giving written notice to the Chairman of the Board, the President or the Secretary. Any such resignation shall take effect at the time specified herein, or if no time is specified, upon its acceptance by the Board of Directors.

5.10. Removal of Officers. Any officer or agent may be removed by the Board, with or without cause, whenever in its judgment the best interest of the Association will be served thereby.

ARTICLE 6

FISCAL MANAGEMENT

The provisions for fiscal management of the Association set forth in the Covenants shall be supplemented as follows:

6.01. Accounts to be Kept. An account shall be maintained for each lot. Such account shall designate the name and address of the member or members, the amount of dues payable by them, the dates and amounts on which the dues are payable, the amounts paid against the account and the balance due. The Board shall, upon receipt of ten (10) days' notice and payment of a reasonable

fee, furnish to any member a statement of his account setting forth the amount of any unpaid dues.

6.02. Annual Budget. The Board shall cause to be prepared an estimated annual budget for each fiscal year of the Association. Such budget shall take into account the estimated common expenses and cash requirements for the year including but not limited to salaries, wages, payroll, taxes, legal and accounting fees, working capital fund, supplies, materials, parts, services, maintenance, repairs, replacements, landscaping, insurance, fuel, power and all other common expenses. To the extent that the assessments and other cash income collected from the members during the preceding year shall be more or less than the expenditures for such preceding year, the surplus or deficit, as the case may be, shall also be taken into account. The annual budget shall also take into account any estimated net available cash income for the year from the lease, operation or use of the Association's property. The annual budget shall provide for a reserve for operating contingencies for the year and a reserve for capital replacements, in reasonable amounts as determined by the Board.

The budget, which shall be subject to the approval of the board, shall be divided into line item accounts. All interest which shall accrue on any line item account shall remain in that line item account. No funds may be transferred from one line item to another without the approval of the Board of Directors. In the event of an operating surplus in the budget for one fiscal year, such surplus shall be contributed to the reserve for capital repairs or replacements, to be allocated among line items as determined by the Board, or may be applied against the

budget for the succeeding year, or returned to the members in the discretion of the Board.

6.03. Dues and Assessments. The estimated annual budget for each year shall be approved by the Board, and copies thereof shall be furnished by the Board to each member of the Association. On or before the first day of January and of each succeeding month of the year covered by the annual budget, or otherwise as determined by the Board, each Class A Member shall pay his proportionate share of the common expenses for such year as shown by the budget. Subject to the provisions of the Covenants, such proportionate share for each Class A Member shall be a fraction of which the numerator shall be the number of lots owned by such member or members and the denominator of which shall be the total number of lots to which the Covenants are applicable. The allocations shall be applied uniformly to all Class A Members in like situations. 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 dues and assessments for any year, or shall be delayed in doing so, each Class A Member shall continue to pay each quarterly or other period the amount of his respective dues and assessments as last determined. No member shall be relieved of his obligation to pay his dues and assessments by abandoning or not using the Association's services or facilities. Lots owned by Class B Members shall be exempt from assessment.

6.04. Partial Year or Month. For the first fiscal year, the annual budget shall be as approved by the first Board. If such fiscal year, or any succeeding

fiscal year, shall be less than a full year, then the dues and assessments for each Class A member shall be proportionate to the number of months and days in such period covered by such budget. Commencing with the date of purchase of his lot, each Class A member shall pay his dues and assessments for the month or fraction thereof, if any, which have not been paid by the prior owner.

6.05. Annual Report. Within sixty (60) 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 member a statement for such year so ended, showing the receipts and expenditures and such other information as the Board may deem desirable.

6.06. Supplemental Budget. If, during the course of the year, it shall appear to the Board that the monthly dues and assessments 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 shall be furnished to each member, and thereupon a supplemental assessment shall be made to each Class A member for his proportionate share of such supplemental budget.

6.07. Lien. It shall be the duty of every Class A member to pay his proportionate share of the total dues assessment as provided in the Covenants, and as assessed in the manner herein provided. If any Class A member shall fail or refuse to make any such payment of the dues and assessments when due, the amount thereof, together with interest as provided in the Covenants, shall

constitute a lien on the property for which such assessment is due, enforceable by the Board as provided herein and in the Covenants, and there shall be added to the amount due the costs of said enforcement and other fees and expenses, together with legal interest and reasonable attorney's fees.

6.08. Records and Statement of Account. The Board shall cause to be kept accurate records of the accounts and expenditures affecting the Association.

6.09. Signing of Checks. All checks in excess of Five Hundred Dollars (\$500.00) drawn on accounts maintained by the Association, shall be signed (1) by both the President and the Treasurer; or (2) by the President or the Treasurer, and any other Board members.

ARTICLE 7

INDEMNIFICATION OF INCORPORATORS DIRECTORS AND OFFICERS

Any person made a party to any action, suite or proceeding by reason of the fact that he, his testator or intestate, is or was an Incorporator, Director, officer, or member of any committee appointed pursuant to the Bylaws of the Association shall be indemnified by the Association against all reasonable costs and expenses, including attorneys' fees, actually and necessarily incurred by him in connection with the defense of such action, suit or proceeding, or in connection with any appeal therein, or the settlement of such litigation, if it shall be determined, pursuant to TCA § 48-18-506, that such Incorporator, Director or officer has met the standard of conduct set forth in TCA § 48-18-502. The foregoing indemnification shall include indemnification against all costs and

expenses, including but not limited to counsel fees, amounts of judgments paid, and amounts paid in settlement, reasonably incurred in connection with the defense of any claim, action, suit or proceeding, whether civil, criminal, administrative or other, but shall not be operative with respect to any matter for which indemnification is prohibited under TCA § 48-18-502(d) and § 48-18-509; nor to any matter settled or compromised without the approval of the Board of Directors. Reasonable expenses incurred in defending a civil or criminal action, suit or proceeding may be paid by the Association in advance of the final disposition of such action, suit or proceeding as authorized by the Board of Directors in the specific case upon receipt of a written undertaking by or on behalf of the person or entity seeking such indemnification or payment in advance to repay such amount if it is ultimately determined that he is not entitled to indemnification; further, upon receipt of a written affirmation of such person or entity's good faith belief that he has met the standard of conduct described in TCA § 48-18-502; and further, upon a determination that the facts, then known to those making the determination, would not preclude indemnification under TCA § 48-18-501 et. seq. The determination to pay in advance such expenses shall be made in accordance with TCA § 48-18-506. The indemnification provided herein shall not be deemed exclusive of any other rights to which those seeking indemnification may be entitled under any statute, agreement, vote of members of the Association or disinterested members of the Board of Directors or otherwise, both as to action in his official capacity and as to action in another capacity while holding such office. The right to indemnification shall continue as

to a person or entity who has ceased to be a member of the Board of Directors, officer of the Association or a member of such committee, and shall inure to the benefit of the heirs, executors, administrators, successors and assigns of such person or entity.

ARTICLE 8

MISCELLANEOUS

8.01. Fiscal Year. The fiscal year of the Association shall terminate on the 31st day of December of each calendar year, and all records, books, accounts and tax returns shall be kept and filed accordingly. The Board of Directors shall have the power to change the fiscal year from time to time by resolution, without amendment of these Bylaws.

8.02. Waiver of Notice. Any notice required to be given under the provisions of these Bylaws or otherwise may be waived by the members, Directors, or officer to whom such notice is required to be given, either by, at or after the time at which such notice is required to be given.

ARTICLE 9

AMENDMENTS

These Bylaws may be amended, added to, or repealed by seventy-five percent (75%) of the total votes present or represented at any duly constituted membership meeting at which a quorum is present, provided that, any proposal to amend these Bylaws shall first have received the approval of the Association's Board of Directors, by the affirmative vote of a majority of the Directors then entitled to vote thereon. No amendment shall be adopted which is inconsistent

, with the Declaration of Covenants, Conditions and Restrictions to which the Property is subject.

ARTICLE 10

RULES AND REGULATIONS

The Board may adopt Rules and Regulations concerning the Association, which shall bind all members. Any such Rules and Regulations may be amended from time to time by the Board.

CERTIFICATION

I certify that these Bylaws were adopted by the written consent of the Incorporator of Broken Ridge Hollow Homeowners Association.

KNOTTS ENTERPRISES, L.L.C.
"Developer"

By: _____

Title: _____

[Signature]
Owner, Chief Manager