

PREPARED BY:
JOHNSON, MURRELL & ASSOCIATES, P.C.
ATTORNEYS AT LAW
150 COURT AVENUE
SEVIERVILLE, TN 37862

BY-LAWS OF

MCCLEARY POINTE HOMEOWNERS' ASSOCIATION, INC.

NAME AND LOCATION: The name of the corporation is **MCCLEARY POINTE HOMEOWNERS' ASSOCIATION, INC.**, hereinafter referred to as the "**Association**". The principal office of the corporation shall be located at physically at 1937 Big Buck Lane, Sevierville, TN 37876 with an identical mailing address, but meetings of members and directors may be held at such places within the State of Tennessee, County of Sevier, as may be designated by the Board of Directors.

ARTICLE II

DEFINITIONS

Section 1. "Association" shall mean and refer to **MCCLEARY POINTE HOMEOWNERS' ASSOCIATION, INC.**, its successors and assigns, a non-profit corporation.

Section 2. "Properties" shall mean and refer to that certain real property known as McCleary Pointe, a plat of the same which is recorded in the Office of the Register of Deeds for Sevier County, Tennessee.

Section 3. "Common Area" shall mean all real property to be maintained by the Association such as the detention areas and drainage areas, detention easements as shown on the recorded plat, any joint permanent easements as shown on the recorded plat and subdivision signs and any easement for the subdivision signs, all for the common use and enjoyment of the Owners. Said common areas include but are not limited to detention areas and drainage and detention easements, subdivision entrance signs and easements, and park areas and/or landscaped as shown on the recorded plat of McCleary Pointe.

Section 4. "Lot" shall mean and refer to any plot of land shown upon the recorded McCleary Pointe maps with the exception of any areas designated or dedicated for a street, any common areas, and any areas reserved for future development and not numbered.

Section 5. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot which is a part of the Properties, including contract sellers, but excluding those having such interest merely as security for the performance of any debt or obligation.

Section 6. "Restrictions" shall mean and refer to the Declaration of Restrictions applicable to the Properties recorded in the Office of the Register of Deeds of Sevier County, Tennessee, entitled "Declaration of Restrictions McCleary Pointe".

Section 7. "Member" shall mean and refer to those persons entitled to membership as an owner of a lot in McCleary Pointe. All members are subject to the payment of annual and special assessments levied by the Association.

Section 8. "Vote" shall mean one (1) vote per lot in the Association.

ARTICLE III

MEETING OF MEMBERS

Section 1. Annual Meetings. The Association shall have an annual meeting of the members which shall be held on or before the third Thursday of January of each year.

Section 2. Special Meeting. Special meetings of the members may be called at any time by the President or by the Board of Directors. All notices and quorum shall be in accordance with Tennessee Code Annotated.

ARTICLE IV

BOARD OF DIRECTORS: SELECTION; TERM OF OFFICE

Section 1. Number. The affairs of this Association shall be managed by a Board of three (3) directors, who shall be members of the Association.

Section 2. Term of Office. At the first annual meeting the members shall elect one director for a term of one year, one director for a term of two years and one director for a term of three years; and at each annual meeting thereafter the members shall elect one director for a term of three years.

Section 3. Election. Election of the Board of Directors shall be by secret written ballot. At such election, the Members or their Proxies may cast, in respect to each vacancy, one (1) vote for each lot.

ARTICLE IV

POWERS AND DUTIES OF THE BOARD OF DIRECTORS

Section 1. Powers. The Board of Directors shall have power to:

(a) Suspend the voting rights of a member during any period in which such member shall be in default in the payment of any assessment levied by the Association.

(b) Employ a manager, an independent contractor, or such other employees as they deem necessary to carry out the purposes of the Owner's Association.

Section 2. Duties. It shall be the duty of the Board of Directors to:

(a) cause to be kept a complete record of all its acts and corporate affairs and to present a statement thereof to the members at the annual meeting of the members.

(b) Supervise all officers, agents and employees of this Association and to see that their duties are properly performed;

(c) Collect assessments to maintain the common areas, to-wit:

(1) Fix the amount of the annual assessment against each lot at least thirty (30) days in advance of each annual assessment; and,

- (2) Send written notice of each assessment to every owner subject thereto at least thirty (30) days in advance of each annual assessment; and,
- (3) Cause a Notice of Lien to be filed against any property for which assessments are not paid within thirty (30) days after due date or to bring an action at law against the owner personally obligated to pay the same and foreclose the lien against the property for which the assessments are not paid.
- (d) Purchase and maintain adequate liability and hazard insurance as the Board of Directors deems to be necessary.
- (e) Cause the common areas, if any, as shown on the recorded plat and any subdivision signs and any easements for subdivision signs as shown on the recorded plat to be maintained and operable.

ARTICLE V

ASSESSMENTS

If an Owner shall hereafter accept a deed to a lot in the subdivision whether or not it shall be so expressed within any such deed or other conveyance, or if an Owner shall have exercised his/her right to vote as a member of this Association, then that Owner shall be deemed to covenant and agree to pay to the association, (1) annual, quarterly or monthly assessments or charges; (2) special assessments for capital improvements, such assessments to be fixed, established and collected from time to time as hereinafter provided. The annual, quarterly or monthly assessments and special assessments, together with such interest thereon and cost of collection thereof as may be hereinafter provided shall be a charge on the land and shall be a continuing lien upon the lot against which each such assessment is made. The lien imposed by this section shall be inferior to any mortgage properly recorded at the time when the lien is created. Each such assessment together with such interest thereon and the cost of collection including a reasonable attorney fee thereof as hereinafter provided, shall also be the personal obligation of the person who was the owner of such property at the time when the assessment fell due.

All Members are subject to the payment of annual and special assessments levied by the Association, the obligation of which assessment is imposed against each Owner of a lot and shall become a lien upon the lot against which such assessments are made. This instrument herein creates such a lien for any unpaid assessments on any lot assessed. The Association is empowered to file lien notices for unpaid assessments and to pursue action to enforce and foreclose such lien in Court and to collect the cost of foreclosure including court costs and attorney fees.

ARTICLE VI

OFFICERS AND THEIR DUTIES

Section 1. Enumeration of Officers. The officers of the Association shall be a president, secretary and treasurer.

Section 2. Election of Officers. The election of officers shall take place at the first meeting of the Board of Directors following each annual meeting of the members.

Section 3. Term. The officers of the Association shall be elected annually by the Board and each shall hold office for one (1) year unless he shall sooner resign, or shall be removed, or otherwise disqualified to serve.

Section 4. Duties. The president shall preside at all meetings of the association. The secretary shall record the votes and keep the minutes of all proceedings in a book to be kept for that purpose. The treasurer shall receive and deposit in appropriate bank accounts all the monies of the association and shall disburse such funds as directed by the Board of Directors.

ARTICLE VII

AMENDMENTS

These By-Laws may be amended, at a regular or special meeting of the members, by a vote of a majority of a quorum of members present in person or by proxy.

IN WITNESS WHEREOF, we, being all of the Directors of the McCleary Pointe Homeowners Association, Inc. have hereunto set our hands this 22nd day of May, 2007.

BY: S.E.C., Incorporator

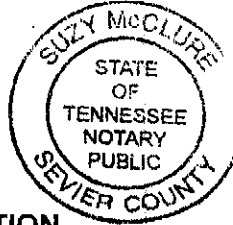
STATE OF TENNESSEE
COUNTY OF SEVIER

Personally appeared before me, the undersigned authority, a Notary Public, SHERRI E. CASE, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence) and who acknowledged that she executed the within instrument for the purposes therein contained.

WITNESS my hand, at office, this 22nd day of May, 2007.

Suzy McClure
NOTARY PUBLIC

My Commission Expires: 10/20/09



CERTIFICATION

I, the undersigned, do hereby certify:

That I am the duly elected and acting secretary of the McCleary Pointe Homeowners' Association, Inc., a Tennessee Corporation, and, That the foregoing By-Laws constitute the original By-Laws of said Association, as duly adopted at a meeting of the Members thereof, held on the _____ day of _____, 2007.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed the seal of said Association this _____ day of _____, 2007.

Secretary:
