



MEMBERSHIP HANDBOOK

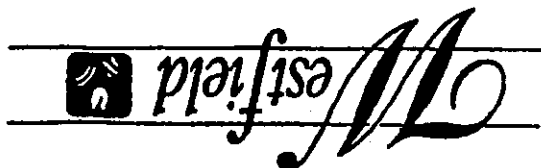
Containing:

- **Charter and By-Laws**
- **Master Deed**
- **Rules and Regulations**
- **Minutes of Annual Meetings**
- **Financial Reports**

**WESTFIELD CONDOMINIUMS
ASSOCIATION, INC.**

**SIGNAL MOUNTAIN,
TENNESSEE**

February 6, 2001



Westfield Condominiums Association, Inc.
Signal Mountain, Tennessee 37377

February 6, 2001

On behalf of the Association Membership, Officers and Board of Directors, **Welcome to Westfield** ! We firmly believe that Westfield is the best Condominium Development on Signal Mountain. We hope you will feel the same way.

As part of the Board of Director's ongoing charge, this Membership Handbook has been compiled to provide all Association Members with the documents that are used to govern our Association.

Foremost of these documents is the Master Deed. This document along with the two Amendments is provided for your information.

The second document is the Charter of the Association. The third document is the By-Laws of the Association. This document specifies the structure and function of the governance policies and procedures.

The Rules and Regulations detail the rules and regulations that are operational within the Development.

Finally there are two additional sections. The fourth section contains Minutes of the General Association Meetings. The last section contains copies of the Association Annual Budgets and yearly budget closing reports.

Annually these documents will be reviewed and will be updated or revised when necessary or appropriate.

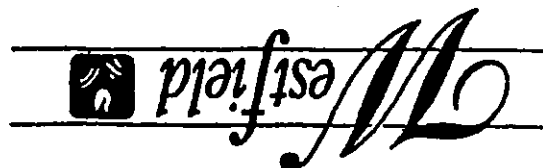
On a personal note, I truly hope that you will review these documents and become familiar with them. In addition, I encourage all to become involved with the Association through committee membership and/or by seeking office within the Association.

Again, Welcome to Westfield.

Sincerely,

Dan R. Quarles, President

Westfield Condominiums Association, Inc.
 Signal Mountain, Tennessee 37377
 February 6, 2001



OFFICERS

PRESIDENT*: DAN QUARLES

VICE-PRESIDENT*: EARL SHAW

SECRETARY*: TERRY MILES

TREASURER*: CHARLES SETLIFF

COMMITTEES

FINANCE AND ACCOUNTING

HUNTER HEGGIE, CHAIR*

JEFF CAPLENOR

RAY BOAZ

ARDELL CLIFTON

DON MOON

ARCHITECTURAL STANDARDS

BOB SANBURY, CHAIR*

CLYDE JACOBS

MARY PLESS

IRENE JOHNSON

BEE KIMMEL

RUFUS HOLT

EARL ROTHBERGER

ASSETS AND INSURANCE

BILL CHAPMAN, CHAIR*

PAM NOWLIN

NORM PIFER

HARRY ROGERS

ROSS SCHRAM

LANDSCAPING AND COMMONS

JOYCE INGLES, CHAIR*

BUTCH DENMAN

GEORGIANNA MITCHELL

JOHN LINES

JODY RANDOLPH

STAN CREWE

* DENOTES MEMBER OF BOARD OF DIRECTORS

CHARTER OF

WESTFIELD CONDOMINIUMS ASSOCIATION, INC.

Under Section 48-52-102 of the
Tennessee Nonprofit Corporation Act

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WILL BARNWELL
SECRETARY OF STATE

1. Name. The name of the corporation is Westfield Condominiums Association, Inc.
2. Corporation Classification. This corporation is a mutual benefit corporation.
3. Registered Office. The location of the initial registered office of the corporation is 2 Oliver Court, Signal Mountain, Tennessee, 37377.
4. Incorporator. The incorporator is Dan R. Quarles, whose address is 45 Oliver Court, Signal Mountain, Tennessee, 37377.
5. Principal Office. The principal office of the corporation is 2 Oliver Court, Signal Mountain, Tennessee, 37377.
6. Non-Profit. The corporation is not for profit.
7. Members. The corporation will have members.
8. Initial Directors. The initial directors of the corporation shall be:

Name	Address	City/State	Zip
Raymond M. Boaz, Sr	34 Oliver Court	Signal Mountain, TN	37377
Terry R. Miles	37 Oliver Court	Signal Mountain, TN	37377
Mary M. Pless	43 Oliver Court	Signal Mountain, TN	37377
Irene C. Johnson	42 Oliver Court	Signal Mountain, TN	37377
Norman Pifer	23 Oliver Court	Signal Mountain, TN	37377
Dan R. Quarles	45 Oliver Court	Signal Mountain, TN	37377
Charles D. Setliffe	35 Oliver Court	Signal Mountain, TN	37377

9. Distribution of Assets on Dissolution. In the event of liquidation, dissolution or winding up of the corporation, whether voluntary, involuntary or by operation of law, the residual assets of the corporation shall be distributed to the members in accordance with their respective interest in the corporation.

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10. Director's Liability. A director of the corporation shall not be personally liable to the corporation for monetary damages for breach of fiduciary duty as a director, except for liability (a) for any breach of the director's duty of loyalty to the corporation; (b) for acts or omissions in good faith or which involve intentional misconduct or a knowing violation of law; or (c) under section 48-58-304 of the Tennessee Nonprofit Corporation Act. If the Tennessee Nonprofit Corporation Act is hereafter amended to authorize the further elimination or limitation of the liability of directors, then the liability of a director of the corporation, in addition to the limitation on the personal liability provided herein, shall be limited to the fullest extent permitted by the amended Tennessee Nonprofit Corporation Act.

11. Indemnification. The corporation shall have the power to indemnify its directors to the fullest extent permitted by the Tennessee Nonprofit Corporation Act.

IN WITNESS WHEREOF, the undersigned incorporator has signed this charter the 8th day February, 2000



Dan R. Quarles
Incorporator

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Dan R. Quarles
Incorporator

WESTFIELD CONDOMINIUMS ASSOCIATION, INC.

BYLAWS

Westfield Condominiums Association, Inc., a Tennessee non-profit corporation, created pursuant to the terms and provisions of the Master Deed for Westfield Condominium of record in Book 4232, page 510, in the Register's Office of Hamilton County, Tennessee, declaring that the provisions of these Bylaws were duly approved by the Board of Directors of Westfield Condominiums Association, Inc. on February 10, 2000, does hereby publish these Bylaws pursuant to Tennessee Code Annotated 66-27-111.

ARTICLE 1

NAME

The following provisions shall constitute the Bylaws of Westfield Condominiums Association, Inc. (the "Bylaws"), a not-for-profit corporation (the "Association"), which shall, along with the provisions of the Master Deed and the rules and regulations adopted by the Board of Directors of the Association (the "Board"), govern the administration of Westfield Condominiums Association, Inc., Signal Mountain, Tennessee (the "Property"). The terms in these Bylaws shall have the same meaning as the terms defined in the Master Deed for the Property.

ARTICLE 2

OFFICES

The principal office of the Association in the State of Tennessee shall be located at 2 Oliver Court, Signal Mountain, Hamilton County, Tennessee, or at such other place either within the State of Tennessee, as shall be lawfully designated by the Association, or as the affairs of the Association may require from time to time.

ARTICLE 3

PURPOSES

The purpose of this Association shall be to provide for the establishment of an owner association for the government of the Property in the manner provided by these Bylaws and in its Charter (the "Charter"). The aims of this Association are to be carried out through any and all lawful activities, including others not specifically stated in the Charter or these Bylaws but incidental to the stated aims and purposes; provided, that any such activity or contribution shall conform to any applicable restrictions or limitations set forth in the Charter or which are imposed on real estate associations by those provisions described in Section 528(c) of the Internal Revenue Code and the regulations thereunder, as presently enacted, or as they may hereafter be amended or supplemented, or, if they are replaced, by new sections of similar import, and to the final laws, rules and regulations thereunder. All present or future Owners or tenants, or their employees, or any other person who might use the facilities on the Property in any manner, shall be subject to the covenants, provisions or regulations contained in the Master Deed for Westfield Condominium Association, Inc., (the "Master Deed") and these Bylaws, and shall be subject to any restrictions, condition or regulation hereafter adopted by the Association. The mere acquisition or rental of any Unit, or the mere act of occupying of any Unit, will constitute acceptance and ratification of the Master Deed and of these Bylaws.

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ARTICLE 4

ASSOCIATION OF MEMBERS

4.1 MEMBERSHIP. The membership shall be limited to and shall consist of the Class "A" and Class "B" Members, as described in Article IV of the Master Deed (collectively, the "Members"). Upon acquisition of title to a Unit, a person shall automatically become a Member.

4.2 DUES. The Board may prescribe annual dues for Members as the Board sees fit for those reasons described in Paragraph 8.2 and 8.3, which Members shall be required to pay, unless waived by the unanimous consent of the Association.

4.3 RIGHTS OF MEMBERS. All Members shall be entitled to vote as hereinafter described, shall be eligible to serve on the Board, and shall be entitled to all rights of membership.

4.4 TERMINATION. All memberships shall continue until automatically terminated by transferring title of such Member's Unit to another person.

4.5 VOTING RIGHTS.

a. In General. Each Member shall be entitled to one (1) vote for each Unit owned by such Member. Any provision to the contrary notwithstanding, joint Owners shall be deemed one Member. If any Unit shall be owned by more than one person or by a corporation, partnership or one or more fiduciaries, such Owner(s) shall designate one person to represent such Unit with respect to the Association and to cast the vote of such Unit. The Association shall be entitled to rely in good faith upon the actions of, and votes cast by, such designee of the Owner.

b. Developer's Rights. Developer or its successors or assigns shall have at all times the votes reserved for Class "B" Members.

ARTICLE 5

ASSOCIATION MEETINGS

5.1 FIRST ANNUAL MEETING. The first annual meeting of the Association shall be called by the Developer at such time as it is determined that a sufficient number (as determined by the Developer) of homeowners have established residence in the development.

5.2 ANNUAL MEETINGS. An annual meeting of the Association shall be held on the first Tuesday of February of each year, if not a legal holiday and if a legal holiday then on the next succeeding business day, for the purpose of electing the officers of the Association, electing Members of the Standing Committees, and such other business as comes before the meeting.

5.3 SPECIAL MEETINGS. Special meetings of the Association may be called for any reasonable purpose by the President or by those Members representing not less than twenty-five percent (25%) of the total vote of the Association. Upon written request delivered either in person or by certified mail to the Secretary of the Association by any persons entitled to call a meeting of Members, the Secretary shall forthwith cause notice of the meeting to be given to the Members entitled thereto. Said meeting shall be held on a date not less than seven (7) nor more than sixty (60) days after the receipt of such request, as the Secretary may determine. If such notice is not given within thirty (30) days after the delivery or mailing of such request, the person (s) calling the meeting may fix the time of the meeting and give notice thereof. Each special meeting shall be called to convene at such time as may be designated and shall be held on the Property or at such other reasonable place within the Chattanooga Metropolitan Area as shall be specified in the notice of the meeting.

5.4 NOTICE OF MEETINGS. A written notice of every meeting of the Association stating whether it is an annual meeting or special meeting, the authority for the call of the meeting, the place, day, and hour thereof, and the purpose therefore shall be given by the Secretary, or the person or persons calling the meeting, not more than forty-five (45) nor less than five (5) days before the date set for such meeting. Such notice shall be given to each Member in any of the following ways: (a) by leaving the same with a Member personally, or (b) by leaving the same at the residence or usual place of business of such Member or (c) by mailing it, postage prepaid, addressed to such Member's address as it appears on the records of the Association, or (d) if such Member cannot be located by reasonable efforts, by publishing such notice in any newspaper of general circulation in the City of Chattanooga, such notice to be published not less than two (2) times on successive days, the first publication thereof to be not less than ten (10) days nor more than fifteen (15) days prior to the date assigned for the meeting. If notice is given pursuant to the provisions of this section, the failure of any Member to receive actual notice of the meeting shall in no way invalidate the meeting or any proceeding thereat. Upon written request for notices mailed by registered mail, addressed to the Secretary at the address of the Association, the holder of any duly recorded mortgage against any Unit

may promptly obtain a copy of any and all notices permitted or required to be given to the holder of any mortgage requesting such notice until said request is withdrawn and said mortgage is discharged of record.

5.5 WAIVER OF NOTICE. The presence of a majority of Members, in person or by proxy, at any meeting shall render the same a valid meeting, unless any Member shall, at the opening of such meeting, object to the holding of the same for non-compliance with the provisions of Paragraph 5.4. Any meeting so held without objection shall, notwithstanding the fact that no notice of the meeting was given, or that the notice given was improper, be valid for all purposes, and at such meeting any general business may be transacted and any action maybe taken.

5.6 QUORUM. At any meeting of the Association, a fifty percent (50%) or more voting majority of all Members present, by person or by proxy, shall constitute a quorum, and action approved by a majority vote of such quorum shall be valid and binding upon the Association except as otherwise provided by law or these Bylaws. In the event a Member's vote is pledged by mortgage, deed of trust, or agreement of sale, such Member's vote will be recognized in computing a quorum with regard to any business conducted concerning such matters upon which said Member's vote is so pledged or mortgaged unless the mortgage, deed of trust, or agreement of sale provides otherwise, in which case such instruments shall control.

5.7 PROXIES. A Member may vote either in person or by proxy at a regular or special meeting of the Association. The authority given by a Member to another person to represent such Member at meetings of the Association shall be in writing, signed by such Member or, if a Unit is jointly owned, by all joint owners, or if such Member is a corporation, by the proper officers thereof, and shall be filed with the Secretary, and unless limited by its terms, such authority shall be deemed good until revoked in writing. An executor, administrator, guardian, or trustee may vote in person or by proxy at any meeting of the Association with respect to any Unit owned or held by such person only after documenting to the Secretary's satisfaction that the Unit is owned or held in such capacity.

5.8 ORDER OF BUSINESS. The order of business at all meetings of Members shall, unless otherwise agreed upon by those Members present, by person or proxy, be as follows:

- a. Calling of meeting to order.
- b. Proof of Notice of meeting or waiver of notice.
- c. Reading of minutes of preceding meeting.
- d. Reports of officers.
- e. Reports of committees.
- f. Unfinished and/or old business.
- g. New business.
- h. Adjournment.

5.9 ADJOURNMENT. Any meeting of the Association may be adjourned from time to time to such place and time as may be determined by a majority vote of the Members present, whether a quorum be present or not, without notice other than the announcement at the meeting. At any adjourned meeting at which a quorum is present, any business may be transacted which might have been transacted by a quorum at the meeting as originally called.

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ARTICLE 6

BOARD OF DIRECTORS

6.1 NUMBER AND QUALIFICATION. The direction and administration of the affairs of the Association shall be governed by a Board and shall constitute the "board of administration" as required by Section 66-27-112 of the Horizontal Property Act of the State of Tennessee, as amended (the "Act"), and all rights, titles, powers, privileges and obligations vested in or imposed upon the "board of administration" in the Act, in the Master Deed or in these Bylaws may be held or performed by the Board, or by the duly elected Members of the Association. Except as hereafter provided, the Board shall be initially composed of four officers (President, Vice-President, Secretary and Treasurer) and the four elected chairpersons of the four standing committees of the Association, who shall be elected in the manner hereinafter provided and increased or decreased at any annual meeting by a majority vote, and all such Directors shall be members, provided, however, that in the event a Member is a corporation, partnership, trust or other legal entity other than a natural person, then any majority shareholder, officer or director of such corporation, partner or such partnership, beneficiary or individual trustee of such trust, or manager of such other legal entity shall be eligible to serve as a Director. During that period prior to the election of the first Board, Developer shall have the powers and duties of the Board, and shall act for and on behalf of the Association.

6.2 ELECTION AND TERM OF OFFICE. ~~The Officers and members of the standing committees shall be elected by a majority vote of the membership and each shall serve for a term of two years.~~ Amended June 22, 2004 to read as follows. The Members of the standing committees shall be elected by a majority vote of the membership. The Finance and Accounting Committee (FAC) and the Architectural Standards Committee (ASC) for the year 2006 shall serve for a term of one year and thereafter until their successors are elected. The FAC and the ASC for the years 2007 and thereafter shall serve for a term of two years and thereafter until their successors are elected. The Insurance and Asset Management Committee (IAMC) and the Landscaping and Common Areas Committee (LCAC) for the year 2006 and thereafter shall serve for a term of two years and thereafter until their successors are elected.

6.3 VACANCIES. Vacancies in the Board caused by any reason other than the removal of a Director by a vote of the Association shall be filled by the majority vote of the remaining Directors, even though they may constitute less than a quorum; and each member so elected shall be a Director until a successor is elected at the next annual meeting of the Association.

6.4 REMOVAL. At any regular meeting of the Association or a special meeting called for such purpose, any one or more of the Directors may be removed, with or without cause, by the majority vote of the members, and a successor may then and there be elected to fill the vacancy thus created. Any Director whose removal has been proposed by the members shall be given an opportunity to be heard at the meeting.

6.5 STANDING COMMITTEES. Below are listed the four standing committees of the Association.

a. Finance and Accounting Committee. The chair of the Finance and Accounting Committee (FAC) is elected by the members of the FAC and is a voting member of the Board. The responsibilities of the FAC include but are not limited to establishing a uniform set of accounting procedures for the Association and administered by the Treasurer. The FAC also has responsibility for budgetary and financial projections regarding regular assessments. In the unlikely event of the need for a special assessment, it shall be the FAC's responsibility to consider, justify and recommend such action to the Board.

b. Architectural Standards Committee. The chair of the Architectural Standards Committee (ASC) is elected by the members of the ASC and is a voting member of the Board. The ASC is responsible for recommending to the Board, rules, regulations and standards for the exterior appears of all condominiums. In addition the ASC should provide guidance and recommendations to the Board regarding rules and regulations related to pets, nuisances, antennas, motor vehicles, trailers, etc. and other areas of concern which might have an adverse impact on the preservation and enhancement of the value of the properties within the development.

c. Insurance and Asset Management Committee. The chair of the Insurance and Asset Management Committee (IAMC) is elected by the members of the IAMC and is a voting member of the Board. The responsibilities of the IAMC include all aspects of risk and asset management for the Association. In addition, it is the responsibility of this committee to make projections and recommendations for amounts needed to be set-aside in a reserve for replacement account.

d. Landscaping and Common Areas Committee. The chair of the Landscaping and Common Areas Committee (LCAC) is elected by the members of the LCAC and is a voting member of the Board. It shall be the LCAC's responsibility to continue with the current program of shrub planting and replacement. In addition, the committee shall be responsible for the landscape maintenance of all common areas, including planting of annuals and recommending to the Board an overall landscaping plan for the development. The LCAC has responsibility for recommending sub-contractors to provide all budgeted services associated with maintenance of the landscaping and common areas of the development.

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ARTICLE 7

DIRECTORS MEETINGS

7.1 ORGANIZATION MEETING. The first meeting of a newly elected Board shall be held within a reasonable time of their election at such place as shall be fixed by the Directors at the meeting at which such Directors were elected, and no notice shall be necessary to the newly elected Directors in order to legally constitute such meeting, providing a majority of the whole Board shall be present. Until the first meeting of the first Board of Directors, Developer shall act as and for the Board.

7.2 REGULAR MEETINGS. Regular annual meetings of the Board shall be held within a reasonable time after the annual meeting of the Association, and at such time and place as shall be determined, from time to time, by a majority of the Directors. Notice of regular meetings of the Board shall be given to each Director, personally or by mail, addressed to said Director's residence, or by telephone, at least five (5) days prior to the day named for such meeting.

7.3 SPECIAL MEETINGS. Special meetings of the Board may be called by the President on three (3) days notice to each Director, given personally or by mail, addressed to the Director's residence or place of business, or by telephone, which notice shall state the time, place and purpose of the meeting. Special meetings of the Board may be called in like manner and on like notice, by the written request to the President of at least one (1) Director.

7.4 WAIVER OF NOTICE. Before or at any meeting of the Board, any Director may, in writing, waive notice of such meeting and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a Director at any meeting of the Board shall be deemed a waiver of notice of the time and place thereof. If all the Directors are present at any meeting of the Board, no notice shall be required and any business may be transacted at such meeting.

7.5 DIRECTOR'S QUORUM. At all meetings of the Board, a majority of the Directors excluding the President, shall constitute a quorum for the transaction of business, and the acts of the majority of the Directors present at a meeting at which a quorum is present shall be the acts of the Board. 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. At any such adjourned meeting, any business which might have been transacted at the meeting as originally called may be transacted without further notice.

ARTICLE 8

BOARD'S POWER AND DUTIES

8.1 DISPUTES. In the event of any dispute or disagreement between any Members relating to the property, or any question of interpretation or application of the provisions of the Master Deed and the Exhibits thereto, the determination thereof by the Board shall be final and binding on the Members.

8.2 POWERS OF BOARD. The Board shall exercise the powers necessary for the administration of the affairs of the Association and may do all such acts as are not by the Act or other laws, the Master Deed or by these Bylaws directed to be exercised and done by the Members, which shall include the following:

- a. Engage the services of a manager or managing agent for the purposes of management and daily care of the property who may be any person, firm or corporation, upon such terms and compensation as the Board deems reasonable, and to remove such manager or managing agent at any time;
- b. Engage the services of any persons deemed necessary by the Board, for the administration, operation, repair, surveillance and maintenance of the property, upon such terms and compensation deemed reasonable by the Board, and to remove at any time any such personnel;
- c. Establish or maintain one or more bank accounts for the deposit of any funds paid to the Association, or received by the Board on behalf of the Association;
- d. Make such charges and assessments as the Board sees fit for the operation, repair, surveillance and maintenance of the common elements, including the discharge of the duties of the Board, described in Paragraph 8.3 thereof, on such terms as the Board sees fit, and any funds received by the Board for any such use shall become a part of a maintenance fund;
- e. Appoint committees of the Association and to delegate to such committees the Board's authority to carry out certain duties of the Association, and to allow Members to attend the meetings of such committees;
- f. Bid and purchase, for and on behalf of the Association, any Unit, or interest therein, at a sale pursuant to a mortgage foreclosure, a foreclosure of the lien for common expenses under the Act or the Master Deed, or an order or direction of a court or at any other involuntary sale, upon the consent or approval of not less than seventy-five (75%) of the total vote of the Association, provided that such consent shall set forth a maximum price that the Board or its duly authorized agent may bid and pay for such Unit or interest therein;

g. Make such mortgage arrangements, levy special assessments proportionately among the respective Members and make other financing arrangements, with the approval of not less than seventy-five (75%) of the total vote of the Association, in order to close and consummate the purchase of a Unit, or interest therein, by the Association, provided, however, that no such financing arrangement shall be secured by an encumbrance of any interest in the Property other than the Unit, or interest therein, to be purchased or leased;

h. Unless otherwise provided herein or in the Master Deed, comply with the instructions expressed in a resolution duly adopted at any annual or special meeting of the Association;

i. Act in a representative capacity in relation to matters involving the Common elements or more than one Unit, on behalf of the Association and its Members as their interests may appear; and

j. Exercise all other powers and duties of the Board or the Members as a group referred to in the Act and all powers and duties of a Board referred to in the Master Deed or these Bylaws.

8.3 DUTIES OF THE BOARD. The Board must perform those duties necessary for the proper administration of the affairs of the Association, including those duties imposed by the Act, the Master Deed, these Bylaws or resolution of the Association and shall be responsible for the following:

a. Care of common elements. Care, upkeep, and surveillance of the Property, including the Common Elements and facilities, by performing, acting, acquiring, making arrangement for, and paying out of the maintenance fund the following:

(i) Manager, managing agent or other personnel necessary for the maintenance, security and operation of the Property, its Common Elements and facilities, as specified and described in Paragraph 8.2;

(ii) Water, waste removal, electricity, telephone and other necessary utility services for the Common Elements;

(iii) Such insurance as the Association is required to obtain and such other insurance as the Board deems advisable in the operation and management of the Property (any losses under such policies of insurance shall be payable and all insurance proceeds recovered thereunder shall be applied and disbursed in accordance with the provisions of the Act, the Master Deed and the exhibits thereto);

(iv) The services of a bank or trust company, authorized to do business in the State of Tennessee, to act as trustee or agent on behalf of the Association for the purpose of receiving and disbursing the insurance proceeds resulting from any loss and the proceeds from any condemnation, upon such terms as the Board shall determine consistent with the provisions of these Bylaws, the Master Deed and the exhibits thereto;

(v) Worker's compensation insurance to the extent necessary to comply with any applicable laws;

- (vi) Landscaping, gardening, snow removal, painting, cleaning, maintenance, decorating, repair and replacement of the Common Elements and such furnishings and equipment for the Common Elements as the Board shall have the exclusive right and duty to acquire the same for the Common Elements;
- (vii) Any other materials, supplies, furniture, labor, services, maintenance, repairs, structural alterations, or assessments which the Board deems necessary or proper for the maintenance and operation of the Property as a first class condominium development, for the enforcement of any restrictions or provisions contained in these Bylaws, the Master Deed and the exhibits thereto;
- (viii) Any amount necessary to discharge any mechanic's lien or other encumbrance levied against the Property or any part thereof which in the opinion of the Board constitutes a lien against the Property as a whole or against the Common Elements, rather than merely against the interest therein of particular Members (where one or more Members are responsible for the existence of such lien, they shall be jointly and severally liable for the cost of discharging it and any cost incurred by the Board by reason of said lien shall be specially assessed to said Members, and shall, until paid by such Members, constitute a lien on the interest of such Members in the Property as provided in the Act with respect to liens for failure to pay a share of the common expense); and
- (ix) Maintenance and repair under the terms of these Bylaws and Master Deed, or the exhibits thereto, if such maintenance or repair is necessary, in the discretion of the Board, to protect the Common Elements, or any portion of the Property.

b. Budget and Collection of Assessments.

- (i) Each year on or before September 1, the Board shall estimate the annual budget of the common expenses (the "Annual Budget") including the total amount required for the cost of wages, materials, insurance, services, and supplies which will be required during the ensuing calendar year for the rendering of all services together with a reasonable amount considered by the Board to be necessary for a reserve for contingencies and replacements, and shall notify each Member obligated by Article VIII of the Master Deed to share in general assessments in writing as to the amount of such estimate with reasonable itemization thereof. The Annual budget shall be composed of (a) the projected expenses to operate and maintain the common elements, and (b) the replacement reserve established by the Board for the common elements, based on the original construction cost of each Unit. The portion of the Annual budget attributable to (a) in the immediately preceding sentence shall be assessed equally to each member on a prorated basis, and the portion of Annual Budget attributable to (b) in the immediately preceding sentence shall be assessed to the Members based on their respective unit ownership. On or before the first day of each month of said year, each such Member shall be obligated to pay to the Board, or to such persons as it may direct, one twelfth (1/12) of the assessment made pursuant to this subparagraph.
- (ii) On or before the last day of February of each calendar year, the Board shall supply to all Members an itemized accounting of the maintenance expenses for the preceding calendar year actually incurred and paid together with the tabulation of the amounts collected pursuant to the estimates provided and showing the net amount over or short of the actual expenditures plus reserves. Any amount accumulated in excess of the amount

required for actual expenses and reserves shall be added to the current Association miscellaneous operating budget category and the reserve for replacement category in equal proportion.

(iii) The Annual Budget shall include and the Board shall build up and maintain a reasonable reserve for, contingencies and replacements, extraordinary expenditures not originally included in the Annual Budget which may become necessary during the year shall be charged first against such reserve, but if said Annual Budget provision is inadequate for any reason, including nonpayment of any Member's assessment, the Board may at any time and from time to time propose an additional assessment in conformance with Article VIII, Section 3 of the Master Deed, which shall be assessed to the Members obligated by Article VIII of the Master Deed to share in general assessments in equal proportions. Upon approval, the Board shall serve notice of such further assessment to such Members by a statement, in writing, giving the amount, and such assessment shall become effective with the monthly maintenance payment which is due more than ten (10) days after the delivery or mailing of such notice or further assessment, and all such Members shall be obligated to pay the adjusted monthly amount.

(iv) When the first Board elected hereunder takes office, it shall determine the first Annual Budget for the period commencing a reasonable time after said election and ending on the last day of the calendar year in which said election occurs. Assessments shall be levied against each Member obligated by Article VIII of the Master Deed to share in General Assessments during said period as provided in this paragraph.

(v) Notwithstanding the foregoing, the Members shall not be responsible for payment of their respective assessments until they receive from the developer, or an owner of a Unit, title to a Unit.

c. Insurance. The Board, on behalf of the Association and its common expenses, shall at all times keep the common elements insured under casualty insurance with an insurance company authorized to do business in the State of Tennessee in an amount as near as practicable to the full replacement value thereof without deduction for depreciation, in the name of the Association, as trustees for all members and mortgages, according to the loss or damage to their respective appurtenant common interests and payable in case of loss to such bank or trust company authorized to do business in the State of Tennessee as the Board shall designate for the custody and disposition, as herein provided, of all proceeds of such insurance, and from time to time upon receipt thereof cause to be deposited promptly with the Members and mortgages of the Units or interests therein, true copies of such insurance policies or current certificates thereof, without prejudice to the right of each Member to insure the Unit for said Member's own benefit. In every case of such loss or damage, all insurance proceeds shall be used as soon as reasonably possible by the Association for rebuilding, repairing, or otherwise reinstating the same building in a good and substantial manner according to the original plan and elevation thereof, or such manner according to the original plan and elevation thereof, or such modified plans conforming to laws and ordinances then in effect as shall be first approved by the Association and all mortgages of the Units or interests therein, and the Association at its common expense shall make up any deficiency in such insurance proceeds. Every such policy of insurance shall:

- (i) Provide that the liability of the insurer thereunder shall not be affected by, and that the insurer shall not claim any right of set-off, counterclaim, apportionment, proration, or contribution by reason of any other insurance obtained by or for any Member.
- (ii) Contain no provision relieving the insurer from liability for loss occurring while the hazard to such building is increased, whether or not within the knowledge or control of the Association, or because of any breach of warranty of condition or any other act or neglect by the Board or any Member or any other person under either of them.
- (iii) Provide that such policy may not be cancelled (whether or not requested by the Board) except by the insurer giving at least thirty (30) days prior written notice thereof to the Association, Members, and every other person in interest who shall have requested such notice of the insurer.
- (iv) Contain a waiver by the insurer of any right of subrogation to any right of the Association or Members against any of them or any other person under them.
- (v) Contain a standard mortgagee clause which shall:
 - (A) Provide that any reference to a mortgagee in such policy shall mean and include all holders of mortgages of any Unit, in their respective order and preference, whether or not named therein.
 - (B) Provide that such insurance as to the interest of any mortgagee shall not be invalidated by any act or neglect of the Board, Association, or Members or any persons under any of them.
 - (C) Waive any provision invalidating such mortgagee clauses by reason of the failure to any mortgagee to notify the insurer of any hazardous use or vacancy, and require that the mortgagee pay any premium thereon, and any contribution clause; and
 - (D) Provide that without affecting any protection afforded by such mortgagee clause, any proceeds payable under such policy shall be payable to said bank or trust company designated by the Association.

8.4 LIABILITY OF BOARD. The Directors shall not be liable to the Association for any mistakes of judgment or of any acts or omissions made in good faith as such Directors. The Association shall indemnify and hold harmless each Director against all liabilities to others arising out of contracts made or acts or omissions by such Directors on behalf of the Association, unless any such contract, act or omission shall constitute willful misconduct or gross negligence. The liability of any Member arising out of any contract, act or omission by such Director or out of the aforesaid indemnity shall be limited to a proportionate share of the total liability thereunder, which shall be equal to that share borne by every other Member. Each agreement made by such Directors shall be executed by such Directors as agents for the Association.

8.5 COMPENSATION. No compensation shall be paid to Directors for their services as Directors. No remuneration shall be paid to a Director for services performed for the Association any other capacity, unless a resolution authorizing such remuneration shall have been adopted by two-thirds (2/3s) vote of the Association before the services are undertaken. A Director may not be any employee of the Association.

ARTICLE 9

OFFICERS OF BOARD

9.1 DESIGNATION. The principal officers of the Association shall be a President, a Vice-President, a Secretary, and a Treasurer.

9.2 ELECTION AND TERM OF OFFICE. ~~The officers of the Board shall be elected by the membership and shall serve for a term of two (2) years and thereafter until their successors are elected.~~ Amended June 22, 2004 to read as follows. The Officers of the Board shall be elected by a majority vote of the membership. The Vice-President and the Treasurer for the year 2006 shall serve for a term of one year and thereafter until their successors are elected. The Vice-President and the Treasurer for the year 2007 and thereafter shall serve for a term of two years and thereafter until their successors are elected. The President and the Secretary for the year 2006 and thereafter shall serve for a term of two years and thereafter until their successors are elected.

9.3 REMOVAL. Any officer may be removed from office by the affirmative majority vote of the Association at a special meeting called for such purpose.

9.4 POWERS AND DUTIES OF PRESIDENT. The President shall be the chief executive officer of the Association presiding over all meetings of the Association and of the Board, and having all of the general powers and duties which are usually vested in the office of president of an association, including but not limited to the power to appoint committees from among the members from time to time which are appropriate to assist in the conduct of the affairs of the Association. The President shall have the power to sign, together with any one (1) other officer designated by the Association, any authorized contracts, checks, drafts, or other instruments designated or approved by the Board, and shall have such other authority and shall perform such other duties as may be determined by the Association or otherwise provided for in the Master Deed or these Bylaws. If the President is unable to act, the Board shall appoint one of the Vice Presidents to do so on an interim basis.

9.5 POWERS AND DUTIES OF TREASURER. The Treasurer shall have the responsibility for Association funds and securities which includes keeping full and accurate accounts of all receipts and disbursements in books belonging to the Association, and depositing all monies and other valuable effects in the name, and to the credit of the Association in such depositories as may from time to time be designated by the Board.

9.6 POWERS AND DUTIES OF SECRETARY. The Secretary shall attend and keep the minutes of all meetings of the Board and of the Association, shall give all notices as provided by the Act, the Master Deed or by these Bylaws and shall have other powers and duties as may be incidental to the office of secretary, or as determined by these Bylaws or assigned from time to time by the Association. If the Secretary shall not be present at any meeting, the presiding officer shall appoint a secretary pro tempore who

shall keep the minutes of such meeting and record them in the books provided for that purpose.

9.7 POWERS AND DUTIES OF VICE PRESIDENT. The Vice President shall preside over all meetings of the Association at which the President is unable to preside and shall have all the powers of the President at such meetings. The Vice President shall perform such other duties as may be determined by the Association or as otherwise provided for in the Master Deed or the Bylaws. If the Vice President is unable to act in the place of the President, the Board shall appoint some other Director to do so on an interim basis.

9.8 DELEGATION OF AUTHORITY AND DUTIES. The Board is authorized to delegate the authority and duties of any officer to any other officer and generally to control the action of the officers and to require the performance of duties in addition to those mentioned herein.

9.9 AUDITOR. The Association may at any meeting appoint some person, firm, or corporation engaged in the business of auditing to act as auditor of the Association and to perform such audits and fiscal duties as may be requested by the Association.

9.10 LIABILITY OF OFFICERS.

a. **Exculpation.** No officer of the Association shall be liable for acts or defaults of any other officer, or Director, or for any loss sustained by the Association or any Member thereof, unless the same has resulted from the willful misconduct or gross negligence of said officer.

b. **Indemnification.** Every officer shall be indemnified by the Association against all reasonable costs, expenses, and liabilities (including attorney's fees) actually and necessarily incurred by or imposed in connection with any claim, action, suit, proceeding, investigation, or inquiry of whatever nature in which said officer may be involved as a party or otherwise by reason of having been an officers of the Association whether or not said officer continues to be such officer of the Association at the time of the incurring or imposition of such costs, expenses or liabilities, except in relation to matters as to which said officer shall be finally adjudged in such action, suit, proceeding, investigation or inquiry to be liable for willful misconduct or gross negligence toward the Association in the performance of said officer's duties, or in the absence of such final adjudication, any determination of such liability by the opinion of legal counsel selected by the Association. The foregoing right of indemnification shall be in addition to and not in limitation of all rights to which such persons may be entitled as a matter of law and shall inure to the benefit of the legal representatives of such person.

9.11 COMPENSATION. The officers shall not be compensated for their services as officers, unless expressly provided for in a resolution duly adopted by a majority of the Association.

ARTICLE 10

OBLIGATION OF MEMBERS

10.1 EXPENSES, ASSESSMENTS. Every Member shall contribute an equal proportion toward the expense of administration of the property, including but not limited to all types of insurance and the cost of operation, maintenance, repair and replacement of the common elements. The Board shall fix a monthly charge for each Unit in an amount sufficient to provide for its pro-rata share of all such current expenses, reasonable reserves for future expenses of administration, and such other expenses as the Board may deem proper, subject to adjustment from time to time as the Association may deem necessary. Such monthly charge shall be due and payable in advance on the first day of every month, shall bear interest at the maximum rate permitted by law from the due date until paid and with such interest shall be a lien on the Unit, assessed prior in right to all other charges whatsoever except assessments, liens, and charges in favor of the State of Tennessee for taxes past due and unpaid on such Unit and amounts and liabilities secured by mortgage instruments duly recorded.

10.2 BUDGET DELAY. The failure or delay of the Board to prepare or deliver the annual or adjusted budget to the Members shall not constitute a waiver or release in any manner of the Members' obligation to pay the maintenance and other costs and necessary reserves as herein provided, whenever the same shall be determined, and in the absence of any annual budget or adjusted budget, the Members shall continue to pay the monthly assessment charges at the then existing monthly rate established for the previous period until the monthly assessment payment which is due more than ten (10) days after a new annual or adjusted budget shall have been mailed or delivered.

10.3 DEFAULT. If a Member is in default in the monthly payment of the aforesaid charges or assessments for twenty (20) days, the Board, shall notify in writing said Member's first mortgagee and, in addition to any remedies or liens provided by law or equity, the Board may bring suit for and on behalf of itself as representative of the Association to enforce collection thereof or to foreclose a lien thereon as provided by law; and there shall be added to the amount due the costs of said suit, and reasonable attorney's fees to be fixed by the court. Notwithstanding the foregoing, any first mortgagee of a Member who is in default shall be given ten (10) days from receipt of said written notice to satisfy any delinquency.

10.4 MAINTENANCE AND REPAIR.

a. Every member must perform promptly all maintenance and repair work within said Member's Unit, which if omitted would affect the property in its entirety or in a part belonging to other Members, and is expressly responsible for the damages and liabilities that a failure to do so may engender.

b. ~~All the repairs of internal installations of the Unit such as water, lights, power, sewage, telephones, sanitary installations, doors, windows, lamps, and all other accessories belonging to the Unit shall be maintained at the Member's expense.~~ Amended June 22, 2004 to read as follows. All the repairs, regardless of cause, of internal installations of the Unit (as defined in Article II, Section 24, Master Deed, Westfield Condominiums as recorded in Book 4232, Page 510, Hamilton County Register's Office) such as interior walls, floors, interior ceilings, water, lights, power, sewage, telephone, sanitary installations, doors, windows, lamps, and all other accessories belonging to the Unit shall be maintained at the Member's expense.

c. A Member shall reimburse the Association for any expenditures incurred in repairing or replacing any common elements and facilities damaged through said Member's fault.

10.5 USE OF UNITS. All Units shall be utilized in accordance with the provisions of these Bylaws, the Master Deed, the Act and the Rules and Regulations.

10.6 TITLE. Every Member shall promptly cause to be duly recorded with the Register of Deeds in Hamilton County, Tennessee, the deed, or other conveyance evidencing title thereto.

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ARTICLE 11

GENERAL PROVISIONS

11.1 INSTRUMENTS GENERALLY. All checks, drafts, notes, bonds, acceptances, contracts and all other instruments, except conveyances, shall be signed by such person or persons as shall be provided by general resolution of the Board applicable thereto. Such instruments shall be signed by the President and/or any two (2) other Directors.

11.2 FORECLOSURE OF LIEN. In any suit to foreclose the lien against any Member as specified and described in Paragraph 10.3, the Association may represent itself through its Board in like manner as any mortgagee of real property. The Board acting on behalf of the Association shall have the power to bid and acquire such Unit at a foreclosure sale. The delinquent Member shall be required to pay to the Association a reasonable rent for the Unit following foreclosure, together with all costs and reasonable attorney's fees. Suit to recover a money judgment for unpaid assessments, along with all costs and reasonable attorney's fees, shall be maintainable without foreclosing or waiving the lien securing the same.

11.3 RIGHT OF ENTRY. The Board, or any person authorized by the Board, shall have the right to enter each Unit in case of any emergency originating in or threatening such Unit whether or not the Member is present at the time. Every Member, when so required, shall permit the Board, or an authorized representative thereof, to enter such Member's Unit at reasonable times for the purpose of performing authorized installations, alterations or repairs to the Unit, provided such requests for entry are made in advance.

11.4 WAIVERS. Whenever any notice is required to be given under the provisions of the Master Deed or the exhibits thereto, including these Bylaws, a waiver thereof in writing by the person or persons entitled to such notice, whether before or at the time stated therein, shall be deemed equivalent to the giving of such notice.

11.5 RECORDS AND ACCOUNTS. The Association shall keep true and correct books of account and the same shall be open for inspection by any Member or any representative of a Member duly authorized in writing, at such reasonable time or times during normal business hours as shall be determined by the Board. All funds collected hereunder shall be held and expensed solely for the purposes designated herein and (except for such special assessments as may be levied hereunder against less than all the Members and for such special adjustments as may be required to reflect delinquent assessments) shall be deemed to be held for the benefit, use and account of all the Members in the percentages provided.

11.6 FISCAL YEAR. The fiscal year of the Association shall be such as may from time to time be established by the Association.

11.7 MORTGAGES. Any mortgagee may file a copy of its mortgage with the Board through the Secretary who shall maintain such information in the record of ownership of

the Association. After the filing of the mortgage, the Board, through its Secretary shall be required to notify the mortgagee of any Member who is in default in payment of these expenses for the administration of the property with respect to the Unit (s) encumbered by such mortgagee's mortgage, and the mortgagee at its option may pay the delinquent expenses. Any first mortgage or first deed of trust made, owned or held by a bank, savings and loan association, or insurance company or other institutional lender and recorded prior to the recording or mailing of a notice by the Board of the amount owing by a Member, who has refused or failed to pay said Member's pro-rata share of the monthly assessment when due, shall be superior to the lien of such unpaid expenses set forth in said notice and to all assessments which shall become due and are unpaid subsequent to the date of the recording of such first mortgage or first deed of trust. The purchaser from such lender shall be responsible for all assessments levied after the date of such purchase.

11.8 RULES AND REGULATIONS. The Board of Directors may, from time to time, adopt or amend such Rules and Regulations governing the operation, maintenance, beautification and use of the common elements and the Units, not inconsistent with the terms of the Master Deed and the exhibits thereto. Every Member shall conform to, and abide by, such Rules and Regulations. Upon adoption, amendment, modification or revocation of such Rules and Regulations, written notice shall be given to all Members. A violation of such Rules and Regulations shall be deemed a violation of the Master Deed and the exhibits thereto.

11.9 BUSINESSES. Nothing contained in these Bylaws shall be construed to give the Board the authority to conduct any business for profit on behalf of the Association or any Member.

11.10 AMENDMENT. These Bylaws may be amended, modified, or evoked in any respect from time to time by the Board of Directors. PROVIDED, HOWEVER, that the contents of these Bylaws shall always contain those particulars which are required to be contained herein by the Act and other laws of the State of Tennessee; and PROVIDED, FURTHER, that no modification of or amendment to these Bylaws shall be valid unless set forth in an Amendment to the Master Deed and recorded with the Register's Office, Hamilton County, Tennessee.

11.11 TERMS. All terms used herein are defined in the Master Deed or the Act shall have the same meaning as set forth therein.

11.12 CONFLICT. In the event of any conflict between these Bylaws and the provisions of the Master Deed or the Act, the provisions of the Master Deed or the Act, as the case may be, shall control.

11.13 NON WAIVER OF COVENANTS. No covenants, restrictions, conditions, obligations or provisions contained in the Master Deed or these Bylaws shall be deemed to have been abrogated or waived by reason of any failure to enforce the same, irrespective of the number of violations or breaches which may occur.

11.14 AGREEMENTS BINDING. All agreements and determinations lawfully made by the Association in accordance with the procedures established in the Master Deed and these Bylaws shall be deemed to be binding on all Owners, their heirs, successors and assigns.

11.15 SEVERABILITY. The invalidity of any covenant, restriction, condition, limitation or any other provisions of these Bylaws, or of any part of the same, shall not impair or affect in any manner the validity, enforceability or effect of the rest of these Bylaws.

11.16 PERPETUITIES AND RESTRAINTS ON ALIENATION. If any of the options, privileges, covenants or rights created by these Bylaws shall be unlawful or void for violation of (a) the rule against perpetuities or some analogous statutory provisions, (b) the rule restricting restraints on alienation, or (c) any other statutory or common law rules imposing time limits, then such provision shall continue only until twenty-one (21) years after the death of the survivor(s) of the now living descendants of the President of the United States, William Jefferson Clinton.

In witness whereof, the undersigned has hereby signed this document for Westfield Condominiums Association Inc. on this the First day of February, 2001.

Westfield Condominiums Association, Inc.

By: _____
Dan R. Quarles, President

STATE OF TENNESSEE
COUNTY OF HAMILTON

On this First day of February, 2001 before me personally appeared DAN R. QUARLES, with whom I am personally acquainted, and who upon oath acknowledged himself to be the President of WESTFIELD CONDOMINIUMS ASSOCIATION, INC., the within-named bargainer, and that he, as such officer being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the said bargainer, by himself as such officer.

IN WITNESS WHEREOF I have hereunto set my hand and Notarial Seal.

NOTARY PUBLIC

My commission expires:

WESTFIELD CONDOMINIUMS ASSOCIATION, INC.

Original Charter on file with Register of Deeds, Hamilton County, Tennessee, as follows:

Charter: Book 5539, Page 862, February 8, 2000

Original Bylaws on file with Register of Deeds, Hamilton County, Tennessee, as follows:

Bylaws: Book 5770, Page 178, February 2, 2001

Bylaws First Amendment: Book 7182, Page 848, June 29, 2004 (changes Article 6, Section 6.2; Article 9, Section 9.2; Article 10, Section 10.4.b)

Original Master Deed on file with Register of Deeds, Hamilton County, Tennessee, as follows:

Master Deed: Book 4232, Page 510, October 6, 1993

Master Deed Supplemental: Book 5846, Page 961, April 25, 2001 (adds Candlewick Court property)

Master Deed First Amendment: Book 4396, Page 189, August 22, 1994 (changes Article IV, Sections 5 and 6)

Master Deed Second Amendment: Book 4232, Page 510, February 2001 (changes Article II, Sections 5 and 24; Article V, Sections 1 and 2)

Amended and Restated Master Deed on file with Register of Deeds, Hamilton County, Tennessee, as follows:

Amended and Restated Master Deed: Book 8683, Page 620, June 4, 2008



This instrument prepared by and after recording return to:
 Ross I. Schram III
 Baker Donelson Bearman Caldwell & Berkowitz, P.C.
 1800 Republic Centre
 633 Chestnut Street
 Chattanooga, Tennessee 37450

1079 Candlewick Court
 Signal Mountain, TN 37377-2456

Instrument: 2008050400269
 Book and Page: GI 8683 620
 DEED RECORDING FEE \$210.00
 DATA PROCESSING FEE \$2.00
 Total Fees: \$212.00
 User: HCDC\KSpruiell
 Date: 6/4/2008
 Time: 11:02:47 AM
 Contact: Pam Hurst, Register
 Hamilton County, Tennessee

AMENDED AND RESTATED MASTER DEED
AND
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
WESTFIELD CONDOMINIUMS

56171

WESTFIELD CONDOMINIUMS ASSOCIATION, INC., a Tennessee non-profit corporation, created pursuant to the terms and provisions of Master Deed For Westfield Condominiums of record in Book 4232, Page 510 in the Register's Office of Hamilton County, Tennessee (ROHCT), declaring that the terms and provisions of this document have been approved by (a) the affirmative vote (in person or by proxy) or written consent of not less than seventy-five percent (75%) of the votes in each class of Members, and by (b) at least fifty-one percent (51%) of Eligible Mortgage Holders, does hereby amend said Master Deed For Westfield Condominiums as follows:

1. The Master Deed For Westfield Condominiums as amended by (i) First Amendment to Master Deed For Westfield Condominiums dated August 22, 1994, as recorded in Book 4396, Page 189 ROHCT, (ii) Second Amendment to Master Deed For Westfield Condominiums dated February 1, 2001, as recorded in Book 5770, Page 176 ROHCT, and (iii) Supplemental Master Deed for Westfield Condominiums dated April 25, 2001, as recorded in Book 5846, Page 961 ROHCT (collectively, the "Master Deed") is hereby replaced in its entirety by the Amended and Restated Master Deed and Declaration of Covenants, Conditions and Restrictions For Westfield Condominiums designated as Exhibit "I" attached hereto and made a part hereof ("Amended and Restated Master Deed").

2. The Amended and Restated Master Deed shall become effective upon its recording in the ROHCT ("Effective Date").

3. From and after the Effective Date the terms and provisions of the Amended and Restated Master Deed shall be in full force and effect and the terms and provisions thereof shall govern and control the Property and the rights, duties and obligations of the Association, the Board and all Persons owning an interest in any portion of the Property.

IN WITNESS WHEREOF, the undersigned has hereunto executed this Amended and Restated Master Deed and Declaration of Covenants, Conditions and Restrictions For Westfield Condominiums on this 3rd day of June, 2008.

[Signature on following page]

EXHIBIT "I"

AMENDED AND RESTATED MASTER DEED AND DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR WESTFIELD CONDOMINIUMS

Westfield Condominiums Association, Inc., a Tennessee non-profit corporation ("Association"), pursuant to the provisions of the Tennessee Horizontal Property Act, Tennessee Code Annotated sections 66-27-101, *et seq.*, as amended (hereinafter referred to as the "Act"), was created pursuant to the terms and provisions of Master Deed For Westfield Condominiums of record in Book 4232, Page 510 ROHCT and is the owner in fee simple of the Common Elements located within the boundaries of the Property described on EXHIBIT A attached hereto and incorporated herein by this reference and whose Members are the fee simple owners of the Residences constructed within the boundaries of the Property as more particularly shown and described on the unit plan on EXHIBIT B attached hereto and incorporated herein by this reference, does hereby declare as follows:

WITNESSETH:

WHEREAS, Association desires, by recording this Amended and Restated Master Deed and Declaration of Covenants, Conditions and Restrictions (this "**Master Deed**"), to replace in its entirety the original Master Deed For Westfield Condominiums, as amended.

NOW, THEREFORE, Association does hereby adopt this Master Deed as the instrument which shall from and after the date of recording in the ROHCT govern the Westfield Condominiums as a horizontal property regime under the Act. The Property, Improvements, and Easements shall hereafter be subject to the provisions of the Act, this Master Deed and the Charter and the By-laws of the Association as hereinafter described.

ARTICLE 1

DEFINITIONS

As used in this Master Deed the terms set forth below shall have the following meanings:

"**Assessment**" means any or all, as the context in which the term is used shall require, of the assessments defined below:

(a) "**Regular Assessment**" means a charge against each Residence Owner and the Residence Owner's Condominium representing that portion of the Common Expenses attributable to such Residence Owner and the Residence Owner's Condominium as provided for in this Master Deed, as more particularly described in Section 6.3.

(b) "**Special Assessment**" means a charge levied in accordance with Section 6.4.

interests (including, without limitation, the Limited Common Elements of the Residence). Such fractional undivided interest in common with each Residence Owner shall correspond to the Residence Owner's Percentage Interest (defined below) and shall not be changed except as provided in this Master Deed.

"Condominium Building" means the Improvements constructed on the Property comprised of either (i) free-standing Residences or (ii) multiple Residences attached to one another together with the Limited Common Elements applicable to each Residence.

"Developer" means the legal or equitable owner of the real estate comprising the Additional Land located adjacent to the Property authorized by the Association for inclusion within Westfield Condominiums.

"Easement" shall mean a grant of one or more property rights by a property owner to and/or for use by the Association, a Residence Owner, the public, or any other Person.

"Expandable Regime" means this horizontal property regime to which Additional Land, as defined in the "Property" definition, may be added and also means additional Residences, Common Elements and Limited Common Elements which may be hereafter constructed or created on the Property, including any Additional Land, to be governed by the provisions of this Master Deed, a Supplemental Master Deed and the Act.

"First Mortgagee" means the Mortgagee of a Mortgage that has priority over any other Mortgage encumbering a specific Condominium. **"First Mortgage"** means a Mortgage that has priority over any other Mortgage encumbering a specific Condominium.

"Governing Documents" shall mean and refer to this Master Deed, any Supplemental Master Deeds, and the Charter and By-laws of the Association, as any of the foregoing may be amended from time to time, as well as Rules and such other documents lawfully adopted by the Board or the Residence Owners which further define and or limit the operations of Westfield Condominiums.

"Household Pets" shall mean what are commonly considered to be domestic household animals, including fish, dogs, cats and birds. The term "Household Pet" shall not include exotic animals, farm animals, reptiles, swine, rabbits or fowl, all of which shall be prohibited from the Property.

"Improvement(s)" shall mean all structures or other improvement(s) to the Property of any kind whatsoever whether above or below grade, including, but not limited to, buildings, utility driveways, parking areas, landscaping, signs, site lighting, site grading and earth movement and any exterior additions, changes or alterations thereto, whether original or future construction.

"Limited Common Elements" means the Limited Common Elements as defined in the Act and shall further also include, but not be limited to, such portions of the perimeter walls, roofs, floors and ceilings, vestibules, entryways, stairways, walkways, gardens, courtyards, storage areas, gates and fences (except the partitions which separate the patio/deck areas of those Residences which are attached to other Residences which are designated as Common

Elements. Nothing contained herein shall be construed to include the exterior surface of any exterior doors, garage doors, windows, exterior wall or any lighting fixtures or appliances on the exterior surface of any exterior walls, because such surfaces and such lighting fixtures and appliances are part of the Common Elements; provided, however, if any portion of the Common Elements and/or Limited Common Elements adjacent to a Residence has been enclosed (e.g. porch converted to sunroom) the portions of the exterior walls adjacent to the Residence which are no longer directly accessible from outside shall be the responsibility of the Residence Owner to maintain and repair although replacement thereof shall remain the obligation of the Association.

The lower boundary of a Residence shall be the unfinished surface of the floor of the first floor of the Residence. The upper boundary of a Residence shall be the unfinished surface of the ceiling of the uppermost floor of the Residence. If a Residence includes an attic, crawl space or storage area located above the ceiling of the uppermost floor or the garage of the Residence, the reference to "unfinished surface of the ceiling of the uppermost floor" in the preceding sentence shall mean the lowermost surface of the rafters or other similar structures supporting the roof. The roof structure of the Condominium Building shall be Common Elements. The lateral or perimetric boundaries of the Residence shall be an irregular line which shall follow the unfinished interior surfaces of the sheetrock on the demised walls of the Residence (to include the trim attached to the sheetrock) and the interior surface of windows, exterior doors, chimneys, mantels and hearths of the Residence, and shall extend upward and downward to the upper and lower boundaries of the Residence.

"Residence Owner" means the Person or Persons whose estates or interests, individually or collectively, have an aggregate fee simple ownership of a Residence and of the undivided interest in the Common Elements appurtenant thereto, but shall not include those having an interest in a Residence merely as security for the performance of an obligation. Unless specifically provided otherwise herein, Developer shall be deemed a Residence Owner so long as he is the record owner of any Residence.

"Rules" means the rules and regulations to be adopted by the Association pursuant to Article 2.

"Supplemental Master Deed" means an amendment or supplement to this Master Deed, including any amendment or supplement filed pursuant to Article 8.

ARTICLE 2

WESTFIELD CONDOMINIUMS

AND THE ASSOCIATION FOR ITS MEMBERS

Section 2.1 Name and Description of the Condominium. The Condominium, Building shall be known as Westfield Condominiums and will be a residential condominium complex.

Section 2.2 Description and Function of Association. The Association is a non-profit entity organized and existing under the laws of the State of Tennessee and is charged with the duties and vested with the powers prescribed by law and set forth in the Governing Documents,

- (f) Prepare and review budgets and financial statements as prescribed in the By-laws.
- (g) Delegate to committees, officers, employees or agents any of the Association's duties or powers under this Master Deed, the Charter, By-laws or Rules.
- (h) Formulate and adopt rules and regulations to guide and direct operations in all Common Areas maintained or controlled by the Association.
- (i) Employ professionals and consultants to advise and assist the officers and Board in the performance of their duties and responsibilities for the Association.
- (j) Enter upon any Residence or Limited Common Elements as reasonably necessary in connection with construction, maintenance or emergency repair for the benefit of any of the Common Elements, the Residence Owners in common, or the Property.
- (k) Maintain any property or facilities, if any, owned by Developer and made available, on a temporary or permanent basis, for the primary use and enjoyment of the Association and Residence Owners, such property and facilities to remain a part of the area to be maintained by the Association until such time as Developer revokes the privilege of use and enjoyment by written notice to the Association.
- (l) Purchase, hold, or dispose of any real or personal property in connection with the affairs of the Association.
- (m) Execute such documents and perform such acts as may be necessary or appropriate to accomplish its administrative or managerial duties.

Section 2.4 Maintenance of Residence Owner's Property. If a Residence Owner fails to properly perform his maintenance responsibility, the Association may perform such maintenance responsibilities and assess all costs incurred by the Association against the Residence and the Residence Owner in accordance with Article 6. The Association shall afford the Residence Owner written notice and a period of thirty (30) days (or such longer period as may be appropriate under the circumstances) to cure the problem prior to entry, except when entry is required due to an emergency situation. In the event the acts and/or omissions of Residence Owner result in damage to the Common Elements, the Association shall assess the reasonable costs of repairing the Common Elements against the Residence Owner.

Section 2.5 Implied Rights; Board Authority. The Association may exercise any other right or power given to it expressly by this Master Deed or the By-laws, or reasonably implied from, or reasonably necessary to effectuate any such right or power. Except as otherwise specifically provided in this Master Deed, the Charter or By-laws, the Rules or by law, all rights and powers of the Association shall be exercised by the Board without a vote of the membership.

Section 2.6 General Limitations on Powers. In limitation of the powers and duties delegated to the Association in the By-laws or this Master Deed, the Association shall be prohibited from taking any of the following actions except with the vote or written consent of

shall be mailed or delivered to all Residence Owners within ten (10) days after adoption or amendment (but no failure to so mail or deliver a rule shall prevent the rule from becoming effective). A copy of the Rules shall be retained by the secretary of the Association and shall be available for inspection by any Residence Owner during reasonable business hours.

Section 2.10 Managing Agent. The Board may, but shall not be required to, contract with an experienced professional management company to assist the Board in the management and operation of Westfield Condominiums and may delegate such of its powers and duties to the management company as it deems to be appropriate except as limited herein. However, only the Board can approve an annual budget or supplemental budget, and only the Board can impose an assessment on any Residence or authorize foreclosure of an Assessment lien. Any contract with a management company, or any other contract to provide for services, shall have a term no longer than one (1) year (but may be renewable by agreement of the parties for successive one year periods) and shall be terminable by the Board without payment of a termination fee, with or without cause.

Section 2.11 Indemnification. The Association shall indemnify every officer, director, and committee member against all expenses, including counsel fees, reasonably incurred in connection with any action, suit, or other proceeding (including settlement of any suit or proceeding, if approved by the then Board) to which he or she may be a party by reason of being or having been an officer, director, or committee member. The officers, directors, and committee members shall not be liable for any mistake of judgment, negligent or otherwise, except for their own individual willful misfeasance, malfeasance, misconduct, or bad faith. The officers and directors shall have no personal liability with respect to any contract or commitment made or action taken in good faith on behalf of the Association. The Association shall indemnify and forever hold each such officer, director and committee member harmless from any and all liability to others on account of any such contract, commitment or action. Any right to indemnification provided for herein shall not be exclusive of any other rights to which any present or former officer, director, or committee members may be entitled. The Association shall, as a Common Expense, maintain adequate general liability and officers' and directors' liability insurance to fund this obligation, if such insurance is reasonably available.

Section 2.12 Nonliability. Except to the extent expressly set forth in this Master Deed, neither the Association nor the Board, and its members, officers or individuals serving on a board-appointed committee shall be liable to any Residence Owner or to any other Person for any loss, damage or injury arising out of or resulting from their acts and omissions in performance of their respective powers and duties under this Master Deed.

Section 2.13 Insurance Coverage. For purposes of this Section 2.13 only, the term "Property" shall mean and include the real estate described on EXHIBIT A, the Limited Common Elements and all property of any kind or description, including the Common Elements, which the Association possesses, maintains or controls. The Association shall obtain and pay the premiums for policies of insurance protecting at all times the Property and the Association, Developer, Residence Owners and their respective agents, representatives, employees, contractors, invitees, guests, licensees and tenants from the following risks and in the amounts so indicated:

(vii) The insurance policies may contain a reasonable deductible which, in the event of an insured loss, the deductible shall be treated as a Common Expense in the same manner as the premiums for the applicable insurance coverage. However, if the Board reasonably determines, after notice and an opportunity to be heard in accordance with the By-laws, that the loss is the result of the negligence or willful conduct of one or more Residence Owners or occupants, then the Board may specifically assess the full amount of such deductible against the Residence of such Residence Owner or occupant, pursuant to Section 6.5 hereof

(viii) All insurance coverage obtained by the Association shall have an inflation guard endorsement, if reasonably available. The Association shall arrange for an annual review of the sufficiency of insurance coverage by one or more qualified individuals, at least one of whom must be in the real estate industry and familiar with construction in the Hamilton County, Tennessee area.

(ix) All insurance coverage obtained by the Association shall:

(a) be written with a company authorized to do business in Tennessee which holds a Best's rating of A or better;

(b) not be brought into contribution with insurance purchased by Residence Owners, occupants, or their Mortgagees; and

(x) require at least thirty (30) days' prior written notice to the Association of any cancellation, substantial modification or non-renewal, except for nonpayment.

ARTICLE 3

MEMBERSHIP AND VOTING RIGHTS

Section 3.1 Membership. Every Person who is a record Residence Owner of a fee interest in any Residence shall be a Member. Any Person having an interest in a Residence merely as security for the performance of an obligation shall not be a Member. Membership in the Association and the right to vote shall be appurtenant to, and may not be separated from, the fee interest ownership of any Residence that is subject to assessment by the Association. Ownership of a Residence shall be the sole qualification for membership in the Association.

Section 3.2 Voting Rights.

(a) Each Residence Owner shall be entitled to one (1) vote. When more than one Person holds an interest in a Residence, each such Person shall be a Member and the one (1) vote allocated to their Residence shall be exercised as they determine among themselves, but in no event shall such Persons have more than one (1) vote.

(b) A Residence Owner's right to vote shall vest immediately upon and not before the date Regular Assessments are levied against such Residence Owner's Residence.

(vii) Any limitations, restrictions or conditions affecting the use, enjoyment or maintenance of the Common Elements imposed by any governmental authority, whether by agreement with the Association, Developer or otherwise.

(b) Any Residence Owner may extend the right of use and enjoyment of the Common Elements to the members of his or her family, permitted lessees, and social invitees, subject to reasonable Board regulation. A Residence Owner who has the right to and does lease his Residence shall be deemed to have assigned all such rights to the lessee of such Residence.

Section 4.2 Taxes. Each Residence Owner shall pay without abatement, deduction, or offset, all real and personal property taxes, general and special assessments, including local improvement assessments, and other charges of every description levied on or assessed against his Residence, or personal property located on or in the Residence.

Section 4.3 Decorating and Maintenance of Residence and Adjacent Limited Common Elements.

(a) Each Residence Owner, at his own expense, shall furnish and be responsible for all decorating within his own Residence and within the Limited Common Elements serving his Residence, as may be required from time to time, including, but not limited to, painting, wall papering, washing, cleaning, paneling, floor covering, draperies, window shades, shutters, curtains, lighting and other furnishings and decorating. Each Residence Owner shall be entitled to the exclusive use of the interior surfaces of the perimeter walls, floors and ceilings of his Residence and all balconies, patios, decks, fences and other Limited Common Elements appurtenant thereto, and such Residence Owner shall maintain in good condition, repair and replace, at his own expense, said interior surfaces of his Residence and all balconies, patios, decks, fences and other Limited Common Elements appurtenant to his Residence, as may be required from time to time. Notwithstanding the foregoing, in the event damage to any of the Limited Common Elements appurtenant to a Residence is caused by an event or circumstances which are within the scope of the Association's casualty insurance policy, the Association shall repair or replace the damaged Limited Common Elements at its expense.

(b) Notwithstanding anything to the contrary in this Master Deed, each Residence Owner shall maintain, at his own expense, (i) the waterproof integrity of all balconies, patios, decks, and fences appurtenant to his Residence, (ii) the floor of the garage of his Residence, (iii) the electric motor and automatic garage door openers appurtenant to his Residence, and (iv) all landscaping located within six feet (6') of his Residence (except for landscaping which is located along the "front" of the Residence and is visible from the adjacent street, i.e. Oliver Court, Candlewick Court or Narrow Bridge Lane, which shall be maintained by the Association). Said maintenance and use of interior surfaces of his Residence and all balconies, patios, decks, fences and other Limited Common Elements appurtenant to his Residence shall be subject to the Rules of the Association, but each such Residence Owner shall have the right (subject to the last sentence of Section 4.3(c) hereof) to decorate such interior surfaces of his Residence and all balconies, patios, decks, fences and other Limited Common Elements appurtenant to his Residence from time to time as he may see fit and at his sole expense.

damage or injury to or destruction of property, (including the loss of use thereof) for any one accident or occurrence.

(b) Every Residence Owner shall maintain casualty insurance covering his Residence for (A) loss or damage by fire; (B) loss or damage from such other risks or hazards now or hereafter embraced by an "Extended Coverage Endorsement," including, but not limited to, windstorm, hail, explosion, vandalism, riot and civil commotion, damage from vehicles, smoke damage, water damage and debris removal; (C) loss from flood if the Residence is in a designated flood or flood insurance area; and (D) loss or damage from such other risks or hazards with respect to the Residence that the Association determines to insure against. At all times, such insurance coverage shall be in an amount equal to one hundred percent (100%) of the then "Full Replacement Cost" of the Residence. "Full Replacement Cost" shall be interpreted to mean the cost of replacing the Residence to a condition and quality of interior finish comparable to that which existed prior to the casualty, without deduction for depreciation or wear and tear, including costs attributable to upgrades required by changes in laws and regulations governing zoning, public access and accommodation, workplace conditions, public health or safety or similar matter, and it shall include, to the extent reasonably obtainable, a reasonable sum for architectural, engineering, legal, administrative and supervisory fees connected with the restoration or replacement of the Residence in the event of damage thereto or destruction thereof.

(c) Every Residence Owner shall obtain and maintain insurance coverage upon his furniture, furnishings, household goods, appliances, fixtures, and all other personal property of the Residence Owner used, maintained, kept or stored in his Residence or on the Property against loss or damage by fire, windstorm or other casualties or causes for such amount as the Residence Owner may desire but in no event less than One Hundred Thousand and no/ 100 Dollars (\$100,000.00), in accordance with standard fire and extended coverage insurance policies in effect for single-family or multi-family dwelling homeowners, as applicable to the particular Residence.

(d) The minimum limits set forth in this section, or the types of coverages that each Residence Owner shall be required to maintain, may be changed from time to time at the discretion of the Board.

Section 4.5 Residence Owner's Compliance with Governing Documents. By acceptance of a deed to a Residence, or any other means of acquisition of an ownership interest, whether or not it shall be so expressed in any such deed or other instrument, the Residence Owner thereof covenants and agrees thereby, on behalf of himself and his heirs, successors, and assigns, to observe and comply with all terms of the Master Deed, By-laws, and all Rules duly promulgated by the Association. Each Residence Owner and occupant of a Residence shall

or permitted to be erected and maintained on or projecting from a Residence, including any balconies or porches, the Common Area, the roof of a Condominium Building or by use of underground conduits.

Section 5.6 Nuisances. No noxious or offensive activity shall be carried on upon in any Residence or Common Area, nor shall anything be done or kept thereon which may be or become an annoyance or nuisance to the Residence Owners or the occupants of the Residences.

Section 5.7 Signs. Each Residence Owner may place one (1) "for sale" sign not larger than six (6) square feet in the portion of the yard or landscaping area between his Residence and the adjacent street in order to solicit interest in the purchase and sale of his Residence. No other sign or other advertising device of any nature whatsoever shall be placed or maintained on or at any Residence.

Section 5.8 No Obstruction of Easements. No structure, planting, or other material shall be placed or permitted to remain upon Property which may damage or interfere with any Easement or the installation or maintenance of utilities, or which may unreasonably change, obstruct, or retard direction or flow of any drainage channels.

Section 5.9 Variances. The Association may allow reasonable variances and relief from these restrictions in order to overcome practical difficulties and prevent unnecessary hardships in the application of the provisions contained herein; provided, however, that such is done in conformity with the intent and purposes hereof and provided also that in every instance such variance or adjustment will not be materially detrimental or diminish the use and enjoyment of other Residence Owners.

Section 5.10 Rights and Obligations of Mortgagees. The holder of a Mortgage shall not, by reason of the security interest only, be liable for the payment of any assessment or charge, nor for the observance or performance of any covenant or restriction, excepting only those enforceable by equitable relief and not requiring the payment of money. At such time as a Mortgagee shall become an owner of a Residence previously encumbered by a Mortgage, the Mortgagee may exercise any or all of the rights and privileges of the Residence Owner of the previously encumbered Residence, including the right to vote in the Association, and the Mortgagee shall be subject to all of the terms, conditions and restrictions contained in this Master Deed, including the obligation to pay for all Assessments and charges in the same manner as any Residence Owner.

Section 5.11 Pets. Residence Owners shall be allowed to keep Household Pets subject to such Rules as the Association may adopt.

ARTICLE 6

ASSESSMENTS

Section 6.1 Authority to Levy Assessments. Assessments shall be levied by the Association to meet the expenses and other costs and financial needs of the Association. All funds collected by the Association through assessments shall be used exclusively to promote the recreation, health, safety and welfare of the Residence Owners within the Property, for the

The Board shall have the power to levy Specific Assessments against a particular Residence or Residences constituting less than all Residences within the Property as provided in this Section.

(a) The Board shall have the power to levy Specific Assessments to cover the costs, including overhead and administrative costs, of providing benefits, items, or services to a Residence or occupants thereof upon request of the Residence Owner pursuant to a menu of special services which the Board may from time to time authorize to be offered to Residence Owners (which might include, without limitation, handyman service, pest control, etc.), which Assessments may be levied in advance of the provision of the requested benefit, item or service as a deposit against charges to be incurred by the Residence Owner.

(b) The Board shall have the power to levy Specific Assessments to cover costs incurred in bringing a Residence into compliance with the terms of this Master Deed, any applicable Supplemental Master Deed, the By-laws or Rules, or costs incurred as a consequence of the conduct of the Residence Owner or occupants of the Residence, their licensees, invitees, or guests; provided, the Board shall give the Residence Owner prior written notice and an opportunity for a hearing before levying a Specific Assessment under this subsection (b).

(c) Residences shall be subject to such Specific Assessments as the Board shall reasonably determine is necessary to keep all areas related to the Residences clean and presentable. Such assessment shall be based on actual costs incurred by the Board.

Section 6.6 Notice and Time for Payment of Assessments. The Board shall fix the date by which any Regular, Special or Specific Assessment or any installment thereof shall be paid to the Association. The Board may require that any such Assessments be paid in monthly, quarterly, or semiannual installments, or in such other manner as the Board may deem appropriate in its sole and absolute discretion. Written notice shall be given to each member, at such member's last known address as indicated by the Association's records, of the amount of any Regular, Special or Specific Assessment and when it is due; provided, however, that the failure of any Residence Owner to be sent or to receive such notice shall not, in any manner, excuse or postpone such Residence Owner's obligation to pay any such assessment when due.

Section 6.7 Commencement of Assessments. Liability of a Residence Owner for Assessments shall commence on the first day of the calendar month following the date upon which any instrument of transfer to such Residence Owner becomes operative (such as the date of a deed, the date of death in the case of a transfer by will or intestate succession, etc.) and, if earlier, the first day of the calendar month following the first occupancy of a Residence by a Residence Owner. The Association may in the Rules provide for an administratively convenient date for commencement of Assessments that is not more than thirty (30) days after the effective date established above. The due dates of any Special Assessment payment shall be fixed by the Association at the time it authorizes such Special Assessment.

Section 6.8 Interest and Late Charges. If any Assessment, whether Regular, Special or Specific, is not paid within thirty (30) days after it is due, such Assessment shall bear interest at the rate of eighteen percent (18%) per annum, or at such lower or higher rate as the Board may designate from time to time, and in no event higher than the maximum rate allowed by

Section 6.12 Suspension for Non-Payment of Assessment. If a Residence Owner shall be in arrears in the payment of any Assessment due or shall otherwise be in default of the performance of any terms of the Governing Documents of the Association for a period of thirty (30) days, said Residence Owner's voting rights shall, without the necessity of any further action by the Association, be suspended (except as against foreclosing secured parties) and shall remain suspended until all payments, including interest thereon, are brought current and any other default is remedied. No Residence Owner is relieved of liability for Assessments by non-use of the Common Elements or by abandonment of a Residence.

Section 6.13 Subordination of Assessment Liens. The Liens for Assessments provided for in this Master Deed shall be subordinate to the lien of any Mortgage or other security interest placed upon the Property or a Residence as a construction loan security interest, as a purchase money security interest or as a home equity loan, and the Association will, upon demand, execute a written subordination document to confirm the particular superior security interest. The sale or transfer of any Residence or any interest therein shall not affect the liens provided for in this Master Deed except as otherwise specifically provided for herein, and in the case of a transfer of a Residence for purposes of realizing a security interest, liens shall arise against the Residence for any Assessment payments coming due after the date of completion of foreclosure (including the expiration date of any period of redemption).

ARTICLE 7

EASEMENT AND RIGHTS RESERVED FOR DEVELOPER AND/OR THE ASSOCIATION

Section 7.1 Additional Covenants and Easements. Developer may with the express written approval of Members having not less than seventy-five percent (75%) of the Percentage Interest subject any Additional Land located adjacent to the Property that may later be submitted by Supplemental Master Deed to additional covenants and Easements, including covenants obligating the Association to maintain and insure such Property on behalf of the Residence Owners and obligating such Residence Owners to pay the costs incurred by the Association, so long as such additional covenants and Easements do not materially and adversely interfere with a Residence Owner's use and enjoyment of his Residence. Such additional covenants and Easements shall be set forth in a Supplemental Master Deed filed either concurrent with or after the submission of the subject property.

Section 7.2 Easements to Serve Additional Property. The Association hereby reserves for the benefit of Developer and its duly authorized agents, representatives, employees, successors, assigns, licensees, and mortgagees, an Easement over the Common Area for the purposes of enjoyment, use, access, and development of any Additional Land, located adjacent to the Property until such time as such property is made subject to this Master Deed or any subsequent Supplemental Master Deed. Developer and its successors or assigns shall be responsible for any damage caused to the Common Area as a result of other activities connected with development of any Additional Land located adjacent to the Property.

Section 7.3 Easements for Utilities, Etc.

thirds percent (66-2/3%), except that the granting of Easements by the Association for public utilities or for other public purposes consistent with the intended use of the Common Elements shall not require such prior approval.

Section 7.5 Designation and Redesignation of Limited Common Elements on Additional Land. With respect to each of the Condominium Buildings hereafter constructed on Additional Land located adjacent to the Property, as it now exists or as it may hereafter be expanded, Developer shall have the right to designate and redesignate Limited Common Elements as appurtenant to any or all Residences within a Condominium Building until such time as a deed from Developer to the first purchaser of the applicable Residence is recorded, and for such purposes, Developer, with respect to such Additional Land, shall have the right to convert Common Elements into Limited Common Elements and to redesignate Limited Common Elements as Common Elements, provided that Developer shall first amend any plat of the Additional Land previously recorded to effect such designations and redesignations, if necessary. In no event shall this Section confer upon Developer the right to alter Limited Common Elements assigned to previously deeded Residences.

Section 7.6 Easements for Maintenance. Perpetual non-exclusive Easements for ingress and egress over, under, across, in and upon the Property (but not so as to interfere with Improvements on the Property located in accordance with an approved parcel site plan) are hereby declared created and granted to Developer for the benefit and use of itself and/or the Association, as the case may be, their respective successors and assigns, agents and employees, to provide reasonable access to Common Areas and to enter upon the Properties for the purposes of performing the maintenance and related activities.

Section 7.7 Easements of Encroachment. There shall be reciprocal appurtenant Easements of encroachment, and for maintenance and use of any permitted encroachment, between each Residence and any adjacent Common Area and between adjacent Residences due to the unintentional placement or settling or shifting of the Improvement constructed, reconstructed, or altered thereon (in accordance with the terms of these restrictions) to a distance of not more than three (3) feet, as measured from any point on the common boundary along a line perpendicular to such boundary. However, in no event shall an Easement for encroachment exist if such encroachment occurred due to willful and knowing conduct on the part of, or with the knowledge and consent of, a Residence Owner, occupant, or the Association.

Section 7.8 Effect of Easements. All Easements provided for in this Article shall run with the land and bind all Residence Owners, their successors, assigns and successors in title, and the rights, reservations and privileges for the use and benefit of Developer and/or the Association shall continue until they expire by their terms.

ARTICLE 8

RIGHTS TO MODIFY, RECONFIGURE OR EXPAND THE WESTFIELD CONDOMINIUMS DEVELOPMENT

Section 8.1 Right to Expand. Westfield Condominiums is an Expandable Regime, and the Association hereby reserves for the benefit of Developer the right, exercisable upon the

necessary or desirable to facilitate the practical administrative or functional integration of any phase of the development.

(b) In the event of the expansion of the horizontal property regime, the definitions used in this Master Deed automatically shall be extended to encompass and refer to the development as so expanded. All conveyances of Residences after expansion of the horizontal property regime shall be deemed effective to transfer rights in the development as so expanded.

(c) All or such portion of any Additional Land, and the Residences and Common Elements hereafter added on any additional land, shall be subject to the terms, conditions and restrictions and shall be entitled to the rights, benefits and privileges of this Master Deed and of any and all supplements thereto, and the development, as expanded from time to time, shall at all times constitute one and only one horizontal property regime under this Master Deed and the Act.

(d) Each deed of a Residence shall be deemed to irrevocably reserve for the Association the right to adjust, without the consent or joinder of any other party, the undivided Percentage Interest in the Common Elements previously assigned to each Residence and to appoint and reappoint to each such Residence and to all other Residences, from time to time, the adjusted undivided Percentage Interest in the Common Elements to be set forth in supplemental or amended Master Deeds and plats, but solely for the purpose of expansion of the horizontal property regime. To this end, a power coupled with an interest which may not be revoked by death or otherwise is hereby granted to the Association, its successors and assigns, as attorney in fact, to adjust Percentage Interests in the Common Elements assigned to each Residence solely for the purpose of expansion of the horizontal property regime and to appoint Percentage Interests to new Residences added in accordance with the provisions of this Master Deed, and each deed of a Residence in the horizontal property regime shall be deemed a grant of such power to said attorney in fact. The undivided Percentage Interest in the Common Elements to be assigned or reassigned to each Residence shall be computed upon each such expansion, so that the total undivided Percentage Interest in the Common Elements assigned to all Residences in Westfield Condominiums will, upon such expansion of the horizontal property regime, continue to equal one hundred percent (100%). The readjusted Percentage Interest of each Residence Owner shall continue to be calculated as a fraction, the numerator of which is the number one (1) and the denominator of which is the total number of Residences in Westfield Condominiums. Upon the recordation of each supplemental or amended Master Deed or plat incident to any expansion of the horizontal property regime, any revised schedule of undivided Percentage Interests set forth therein shall automatically become effective for all purposes and shall fully supersede the Percentage Interests calculated pursuant to any prior Master Deed, supplemental or amended Master Deed, prior plat or supplemental or amended plat.

ARTICLE 9

DAMAGE AND DESTRUCTION

the Board. The provisions of Sections 9.2 and 9.3 regarding funds for the repair of damage or destruction shall apply.

(b) If the taking does not involve any Common Elements or Improvements on the Common Area, or if a decision is made not to repair or restore, or if net funds remain after any such restoration or replacement is complete, then such award or net funds shall be disbursed to the Association and used for such purposes as the Board shall determine.

Each Residence Owner hereby appoints the Association as his attorney-in-fact to represent the Residence Owner in any related proceedings, negotiations, settlements, or agreements in the event of condemnation of any portion of the Property.

ARTICLE 11

SALE OR LEASE OF RESIDENCES

Section 11.1 Leases. A copy of any lease of a Residence or interest therein, as and when executed, shall be furnished to the Board. The lessee under every such lease shall be bound by and subject to all of the obligations under the Master Deed, By-laws, and Rules of the Residence Owner making such lease, and the lease, if any, shall expressly so provide. The Residence Owner making such lease shall not be relieved thereby from any of said obligations. Upon the expiration or termination of such lease, or in the event of any attempted assigning or subleasing thereunder, the provisions of this Section 11.2 shall again apply to said Residence or interest therein.

Section 11.2 Assessments. Except as otherwise provided in the Master Deed or in the By-laws, in the event of any transfer of a Residence or any interest therein, the transferee shall be jointly and severally liable with the transferor for all unpaid assessments of the transferor accrued and payable prior to the date of transfer.

Section 11.3 Available Remedies. If any sale or lease of a Residence is made or attempted without complying with the provisions of this Article, such sale or lease shall be subject to each and all of the rights and options of and remedies and actions available to the Association hereunder and otherwise.

Section 11.4 Other. Except as otherwise restricted in this Master Deed, a Residence is freely alienable as provided by applicable law. However, any conveyance, encumbrance, judicial sale or other transfer (voluntary or involuntary) of an individual interest in the Common Elements shall be void unless the Residence to which that interest is allocated also is transferred.

ARTICLE 12

AMENDMENTS

Section 12.1 Amendment by Association. Any provision of this Master Deed may be amended by an instrument executed by the Association for and on behalf of the Members if such amendment shall have received the prior approval by a vote of the Members having not less than seventy-five (75%) percent of the Percentage Interests.

GENERAL PROVISIONS

Section 13.1 Revocation of Master Deed. Except as otherwise expressly provided elsewhere herein, this Master Deed shall not be revoked unless the Members by a unanimous affirmative vote of the Percentage Interests approve such revocation by instrument(s) duly executed and acknowledged by the Association on behalf of the Members and recorded in the Register's Office of Hamilton County, Tennessee.

Section 13.2 Covenant of Further Assurances.

(a) Any party who is subject to the terms of this Master Deed, whether such party is a Residence Owner, a lessee or sublessee of a Residence Owner, a member or officer of the Board or otherwise, shall, at the expense of any such other party requesting the same, execute, acknowledge and deliver to such other party such instruments, in addition to those specifically provided for herein, and take such other action, as such other party may reasonably request to effectuate the provisions of this Master Deed or of any transaction contemplated herein or to confirm or perfect any right to be created or transferred hereunder or pursuant to any such transaction.

(b) If any Residence Owner or any other party which is subject to the terms of this Master Deed fails to execute, acknowledge, or deliver any instrument, or fails or refuses, within thirty (30) days after request therefor, to take any action which such Residence Owner or party is required to execute, acknowledge and deliver or to take pursuant to this Master Deed, then the Board is hereby authorized as attorney-in-fact for such Residence Owner or other party, to execute, acknowledge and deliver such instrument, or to take such action, in the name of such Residence Owner or other party and such document or action shall be binding on such Residence Owner or other party.

Section 13.3 Delay in Performance - Force Majeure. If the performance of any act or obligation under this Master Deed is prevented or delayed by an act of God, fire, earthquake, flood, explosion, action of the elements, war, terrorism, invasion, insurrection, mob violence, sabotage, malicious mischief, inability to procure or general shortage of labor, equipment or facilities, materials or supplies in the open market, failure of transportation, strike, lock-out, action of a labor union, condemnation, threatened condemnation, requisitions, laws, orders of government or civil or military or naval authorities or any other cause whether similar or dissimilar to the foregoing not within the reasonable control of the Person required to perform such act or obligation for so long as such Person is so prevented or delayed by reason thereof, provided the Person claiming the benefit of force majeure shall within fifteen (15) days of the occurrence of any of the aforesaid causes give to the Person, and/or others as the case may be, written notice thereof, together with a statement setting forth all the facts evidencing force majeure. At the conclusion of the duration of each such force majeure, written notice shall be given by such Person of the termination of the same. This force majeure provision shall apply to the obligations of Developer, the Association, and each Residence Owner hereunder except those obligations that require the payment of money.

Section 13.9 Binding Effect. All provisions, conditions, restrictions, options, benefits and burdens contained in this Master Deed and the By-laws attached hereto shall run with and bind the Property and shall inure to the benefit of, and shall be enforceable by the Association, or any Residence Owner, their respective legal representatives, heirs, successors, and assigns. The rights and/or obligations of Developer as set forth herein shall inure to the benefit of and be binding upon any successor, designee or assignee of Developer or, with consent of Developer, any transferee of the then unsold Residences constructed in any additional land to the extent the transferee holds the unsold Residences for resale.

Section 13.10 Governing Law. This Master Deed shall be governed and shall be construed in respects under the laws of the State of Tennessee.

Section 13.11 Interpretation. The captions of the various articles, sections and paragraphs of this Master Deed are for convenience of use and reference only and do not define, limit, augment, or describe the scope, content or intent of this Master Deed or any parts of this Master Deed. The neuter gender includes the feminine and masculine, the masculine includes the feminine and neuter, and the feminine includes the masculine and neuter, and each includes a legal entity when the context so requires. The single number includes the plural whenever the context so requires.

Exhibit A to Exhibit "I" to Master Deed and Declaration of Covenants, Conditions and Restrictions of Westfield Condominiums

BEING IN THE TOWN OF SIGNAL MOUNTAIN, HAMILTON COUNTY, TENNESSEE:

[Metes and Bounds Legal Description of Both Original and Expansion Phase Tracts is being prepared together with drawings showing boundaries of both Tracts and roadways for attachment as Exhibit A]

Tract 1

Book 4232, Page 526

IN THE THIRD CIVIL DISTRICT OF HAMILTON COUNTY, TENNESSEE: BEGINNING at a point in the Northwest line of Taft Highway at the Southeast corner of Lot 7, Block 37, Signal Mountain Palisades, as shown by plat recorded in Plat Book 10, Pages 30 and 31 of the Register's Office, Hamilton County, Tennessee; thence North sixty two (62) degrees twenty three (23) minutes West, a distance of one hundred eighty five and sixty two hundredths (185.62) feet; thence North seventeen (17) degrees fifteen (15) minutes East, a distance of twenty eight (28.00) feet; thence North fifty two (52) degrees twenty five (25) minutes West, a distance of one hundred sixty seven and fifty eight hundredths (167.58) feet to the point of beginning; thence North fifty two (52) degrees twenty five (25) minutes West, a distance of one hundred five and fifty seven hundredths (105.57) feet to an iron pipe; thence North fifty two (52) degrees forty five (45) minutes thirty (30) seconds West, a distance of ninety nine and twenty five hundredths (99.25) feet to an iron pipe; thence North fifty two (52) degrees thirty nine (39) minutes West, a distance of one hundred one (101.00) feet to an iron pipe; thence North fifty two (52) degrees thirty nine (39) minutes West, a distance of one hundred six and five hundredths (106.05) feet to an iron pipe; thence North fifty one (51) degrees fifty five (55) minutes fifty seven (57) seconds West, a distance of two hundred seventeen and eighty two hundredths (217.82) feet to a point in the Southeast line of James Boulevard; thence along said line of James Boulevard, North thirty eight (38) degrees eighteen (18) minutes East, a distance of three hundred fifty four and nine hundredths (354.09) feet; thence along said line of James Boulevard on a curve to the left with a radius of five hundred forty six and forty three hundredths (546.43) feet, a distance of two hundred three and ten hundredths (203.10) feet to an iron pipe; thence south seventy two (72) degrees fifty nine (59) minutes forty five (45) seconds East, a distance of two hundred fifty three and seventy two hundredths (253.72) feet to a fence corner; thence North seventeen (17) degrees twenty six (26) minutes fourteen (14) seconds East, a distance of one hundred thirty four and ten hundredths (134.10) feet to a fence corner; thence South sixty nine (69) degrees forty nine (49) minutes thirty (30) seconds East, a distance of ninety eight and seventy hundredths (98.70) feet to an iron pipe; thence South sixty (60) degrees thirty five (35) minutes fifty five (55) seconds East, a distance of ninety two and seventy two hundredths (92.72) feet to an iron pipe; thence North seventy eight (78) degrees fifty four (54) minutes nineteen (19) seconds East, a distance of twenty eight and sixty four hundredths (28.64) feet to an iron pipe; thence North twenty five (25) degrees eighteen (18) minutes thirty (30) seconds East, a distance of one hundred sixty two and seventy hundredths (162.70) feet to the South line of Rolling Way; thence along said line of

Tract 2

Book 5846, Page 962

IN THE THIRD CIVIL DISTRICT OF HAMILTON COUNTY, TENNESSEE: BEING Lot Number Four (4). Signal Pond Subdivision, as shown by plat of survey prepared by Julian Bell, Registered Land Surveyor, Tennessee No. 1148, dated April 26, 1990, and more particularly described as follows: To find the point of BEGINNING COMMENCE a the Northeast corner of Lot Three (3) Final Plat, Signal Pond Subdivision, recorded in Plat Book 46, Page 24, in the Register's Office of Hamilton County, Tennessee; thence continue North 27 degrees, 10 minutes East, 50 feet to the Southeast corner of said Lot Four (4), Signal Pond Subdivision, the point of BEGINNING; thence North 63 degrees 39 minutes 00 seconds West, 151.41 feet to a point; thence North 53 degrees 09 minutes 00 seconds West, 106.88 feet to a point; thence North 06 degrees 01 minute 00 seconds East, 379.12 feet to a point; thence North 11 degrees 31 minutes 00 seconds West, 80.25 feet to a point; thence North 27 degrees 06 minutes 23 seconds East, 58.08 feet to a point; thence North 28 degrees 09 minutes 17 seconds East, 160.87 feet to a point; thence South 63 degrees 11 minutes 19 seconds East, 441.00 feet to a point; thence South 27 degrees 10 minutes 00 seconds West 653.70 feet to the POINT OF BEGINNING. TOGETHER WITH a non-exclusive, permanent easement for ingress and egress from the above described property, said Easement is more particularly described as follows: BEGINNING AT AN IRON PIN at the Southeast corner of said Lot Four (4) Final Plat, Signal Pond Subdivision; thence South 27 degrees 10 minutes West, 50 feet to an iron pin at the Northeast corner of Lot Three (3) Final Plat, Signal Pond Subdivision, as shown by plat recorded in Plat Book 46, Page 24, in said Register's Office; thence North 63 degrees ___9 minutes West 150.70 feet to a point; thence North 53 degrees 09 minutes West 86.65 feet to a point thence North 06 degrees 01 minute East, 50 feet, more or less, to a point; thence South 53 degrees 09 minutes East, 106.88 feet; thence South 63 degrees 38 minutes East, 151.41 feet to an iron pin, the POINT OF BEGINNING.

TOGETHER WITH AND SUBJECT to all terms and provisions of the Master Deed recorded in Book 4232, Page 510, said Register's Office, as amended by Declaration of Annexation of additional property dated March 25, 1999, to be filed for record in the Register's Office of Hamilton County, Tennessee.

REFERENCE for prior title is made to deed of record in Book 5256, Page 409, in said Register's Office.

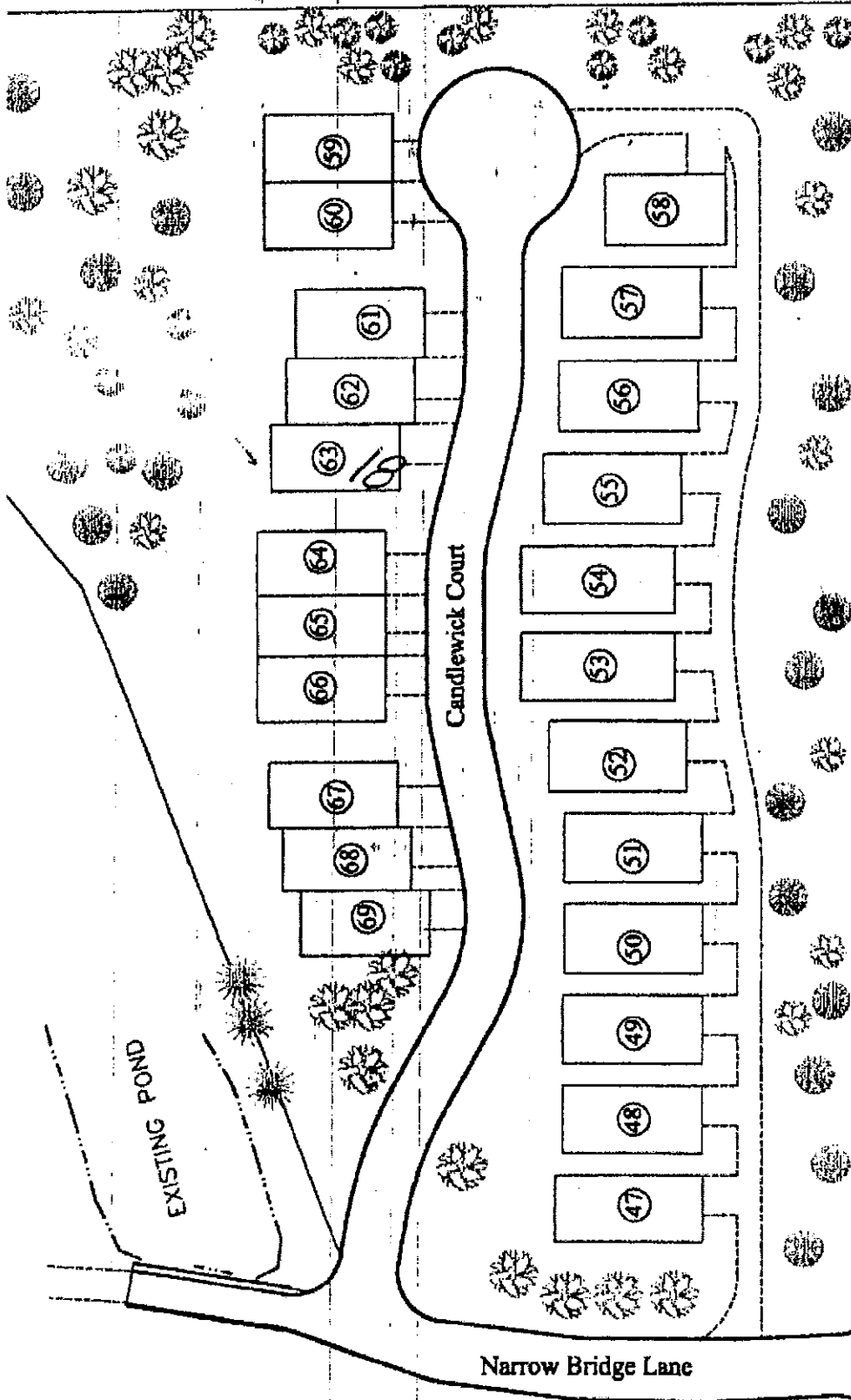
Book and Page: GI 0683 659

Exhibit B To Exhibit "I" to Master Deed and Declaration of Covenants, Conditions and Restrictions of Westfield Condominiums

Residence Description

[Drawings showing location of all 69 Lots which comprise the Residences of Westfield Condominiums need to be attached as Exhibit B]

ROLLING WAY



WESTFIELD CONDOMINIUMS ASSOCIATION, INC.

REQUEST FOR MAINTENANCE, REPAIR, OR REPLACEMENT

Adopted July 2005

I. Preamble

In order for the Westfield Condominiums Association Board (the Board) to consider requests from members of the Association the following requirements must be met:

All requests must be in writing on the form entitled *Request for Maintenance, Repair, or Replacement*, which addresses the specific items being requested.

II. Process and Procedures of Request

The Board, meeting in executive session, will review the written request to determine if it does fall under the responsibility of the Association.

A. If it does not, send letter to indicate no Board action.

B. If yes, continue with process.

III. Action

The appropriate Committee Chairman will contact the member to take the appropriate action to complete the request.

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RULES AND REGULATIONS
FOR
WESTFIELD CONDOMINIUM ASSOCIATION, INC.

I. GENERAL INFORMATION

To preserve the quality of life enjoyed by the residents of Westfield Condominiums (the "Development"), the Board of Directors, under the authority granted to it by the Master Deed for Westfield Condominiums (the "Master Deed") has developed certain rules and regulations. It is the prerogative of the Board of Directors to interpret, regulate, and enforce the rules and general conduct relating to the Development.

Condominium living is a new experience for many residents. It is necessary to understand the nature of problems that can arise in a condominium development that result from the very nature of sharing the Common Elements, as well as to be aware of those special conditions that are created by increased population density. Regard for the comfort, tranquility and security of one's neighbors is the responsibility of each and every resident. Respect for real property and the enhancement of its value is a common responsibility. The burden of these obligations cannot be delegated to management but rest, rather, with each and every individual owning and/or occupying a Unit.

Guests should be informed of these Rules and Regulations to avoid embarrassment to all concerned. All guests are subject to the same Rules and Regulations as the residents, both owners and lessees.

Except as otherwise noted herein, all defined terms (i.e., those with initial capital letters) shall have the meaning provided in the Master Deed.

II. USE RESTRICTIONS

Without limiting the generality of the provisions of the Master Deed, use of the Development by the Co-owners shall be subject to the following restrictions:

1. There shall be no obstruction of the Common Elements, nor shall anything be stored in the Common

Elements, without the prior consent of the Association, except as expressly provided herein and in the Master Deed.

2. No waste shall be committed in or on the Common Elements.

3. Each Owner shall keep said Owner's Unit in a good state of preservation and cleanliness.

4. The interior of all garages shall be maintained by the respective Owners thereof in a neat, clean and sightly condition. Garages shall be used for parking vehicles and storage only, and shall not be used or converted for living or recreational activities.

5. All Units shall be of new construction and the buildings and structures shall not have been moved to the Development from other locations (except for temporary construction facilities placed or maintained by Developer in connection with construction by Developer).

6. No billboards or signs of any type or character shall be erected or permitted on any part of the Development or on any Unit, except for signs used by Developer to advertise the Development during the construction and sales period. Nothing herein shall be deemed to prohibit attachment to the exterior of a Unit of a single nameplate and a single address plate identifying the occupant and the address of the unit or the placing upon the exterior of any Unit or upon the lot containing the Unit of a single "For Sale" or "For Lease" sign, provided that such nameplates and address plates shall be subject to the rules and regulations of the Board or such committee as the Board may designate, and except that such "For Sale" or "For Lease" sign shall not have dimensions exceeding eighteen (18) inches by twenty-four (24) inches. Further, nothing herein shall be deemed to prohibit installation and maintenance of directional signs, subdivision identification signs, street signs or similar signs as may be approved by the Board for installation or maintenance by the Association.

7. No heating, air conditioning, cooling or solar energy collecting units or panels shall be placed, constructed or maintained upon the Development, including, but not limited to, upon the roof or exterior walls of any structure on any part of the Development (except for solar

energy collecting units or panels, provided, however, that any such roof-mounted solar energy collecting units or panels shall be mounted so that no part thereof shall be visible from ground level view from the street running in front of such structure), unless (a) where such unit or panel is installed upon the roof of any structure upon the Development such unit or panel is fully screened from view from adjacent properties by a parapet wall which conforms architecturally with such structure, or (b) in all other cases, such unit or panel is attractively screened or concealed from ground level view from adjacent properties, which means of screening or concealment shall (in either case) be subject to the regulations and approval of the Architectural Standards Committee.

8. No television, radio, shortwave or other antenna, pole or tower shall be placed, constructed or maintained upon the Development (including but not limited to, upon the roof or exterior walls of any Unit or building containing one or more Units). Further, nothing herein shall be deemed to prohibit the installation of satellite dishes provided they shall be no more than twenty-four (24) inches in diameter, and shall be mounted on the Unit in such a manner that no part thereof shall be visible from ground level view from the street running in front of said structure.

9. No basketball goal or similar structure or device shall be placed or constructed upon any structure on any part of the Development.

10. No tanks of any kind (including tanks for the storage of fuel) shall be erected, placed or maintained on the Development. Nothing herein shall be deemed to prohibit use or storage upon the Development of propane or similar fuel tanks with a capacity of ten (10) gallons or less used in connection with a normal residential gas barbecue, grill or fireplace.

11. (a) No private passenger automobiles or pick-up trucks (vehicles) shall be parked upon the Development or any roadway adjacent thereto except within a garage, in a driveway appurtenant to a Unit, or within areas designated for such purpose by the Association. Nothing herein shall be deemed to prohibit the temporary parking of a vehicle on the street by visitors or guests of an Owner of a Unit, providing that the parking of such a vehicle is limited to

a period not to exceed five (5) days. However, no vehicle, or other object, shall be parked or placed upon the development or any roadway adjacent thereto, or in any driveway serving a unit, if such vehicle or object in any way interferes with access to the development, or any roadway adjacent thereto, or in any way interferes with the ingress to any unit, garage or driveway or interferes with the egress out of any unit, garage or driveway.

(b) No other vehicles (including, but not limited to, mobile homes, motor homes, boat, recreational vehicles, trailers, truck campers, permanent tents or similar vehicles or equipment) shall be kept, placed or maintained upon the Development or any roadway adjacent thereto, except (i) within a fully enclosed garage appurtenant to a Unit or (ii) in such areas and subject to such rules and regulations as the Board may designate and adopt. The words "kept, placed or maintained" are intended to prohibit long-term parking and not to be construed to mean temporarily parked as defined in (a) above.

(c) No vehicle (including, but not limited to those enumerated in subsections (a) and (b) above shall be constructed, reconstructed or repaired upon the Development or any roadway adjacent thereto except within a fully enclosed garage. Nothing herein shall be deemed to prohibit the repair of a flat tire or other similar emergency type repairs.

(d) No motor vehicles of any kind which are not in operating condition shall be parked in any uncovered parking areas (including, but not limited to, driveways appurtenant to a Unit).

12. No part of the Development shall be used for purposes of boring, mining, exploring for or removing oil or other hydrocarbons, minerals, gravel or earth (except to the limited extent required in connection with the normal construction activities of Developer during the construction period).

13. Garbage and refuse facilities, containers and the like shall be attractively screened and camouflaged in such a manner as to conceal them from the view of neighboring Units, Common Elements, roads or streets. All equipment for the storage and disposal of garbage or other waste shall be kept in a clean and sanitary condition. All

rubbish, trash and garbage shall be kept only in approved containers, shall be regularly removed from the Development and shall not be allowed to accumulate thereon.

14. Outside clotheslines or the outside facilities for drying or airing clothes shall not be erected, placed or maintained on any part of the Development unless they are erected, placed or maintained exclusively within a fenced yard or otherwise concealed and shall not be visible from ground level on neighboring property.

15. No flagpoles shall be placed or constructed on the Development. Nothing herein is deemed to prohibit the installation or the hanging of small flags from the front or sides of a Unit, providing they do not constitute a traffic hazard or are considered by the Board to be unattractive in appearance or unreasonably detrimental to adjoining property.

16. No fences shall be erected without first submitting the proposed design to the Architectural Standards Committee for approval. The proposal shall specifically describe the intended location, size and type of materials to be used in the construction. Approval will not be given to fence in front yards of any Unit. Nothing stated herein shall affect those fences erected prior to the establishment of the Westfield Condominiums Association, Inc.

17. Request for additions, alterations, modifications or changes to the exterior of an individual Unit must first be submitted in writing to the Architectural Standards Committee for approval. Submissions must include a complete description of the work proposed, with acceptable drawings showing dimensions, materials, finishes and how the proposed changes will tie into the existing Unit when applicable. This includes screen porches, fences, trellises, arbors and other structures, which may or may not be affixed to the Unit. No alterations to the front of a Unit will be permitted at any time. In addition, changes to a Unit may not in any way alter, modify or change the Common Elements. Further, maintenance and repair to such additions if approved shall be the responsibility of the Owner of the Unit. Nothing herein stated shall affect those structures erected prior to the establishment of the Westfield Condominiums Association, Inc.

Rules and Regulations

Article II. Use Restrictions

19. **Leasing Units in the Westfield Condominium Association, Inc.** All leases or rentals of units in Westfield must be in writing and submitted to the Board of Directors for approval or disapproval 20 days prior to the initial term of the lease. The Board reserves the right to further inquire into the terms of the proposed lease agreement and obtain personal information about the individual and/or family that is proposing to lease a unit in Westfield. All leases must contain the following provisions:

- 1) Lease must be at least for 12 months.
- 2) Lessee must be an individual or single-family unit.
- 3) Lessee cannot sublease the Unit.
- 4) Lessee must be a U.S. citizen or legal immigrant.
- 5) Lessee agrees to abide by the Master Deed, By Laws, and Rules and Regulations of the Association.
- 6) Lessor agrees to be responsible for any damages to the Association caused by the Lessee.
- 7) A Unit may be leased only for residential purposes.
- 8) Any lease of a Unit in Westfield shall in all respects be subject to the terms and conditions of the Master Deed, the Charter and By Laws, the articles of incorporation, and Rules and Regulations of the Association thereto. Failure of the tenant to abide by the provisions of those instruments shall be grounds for eviction. In the event grounds for eviction are found to exist, the Unit Owner shall be required to evict said Unit Owner's tenant, and upon the Unit Owner's failure to commence eviction proceedings within 15 days of the Association's written request to do so, the Association shall have the right to evict said tenant on behalf of the Unit Owner. All costs incurred by the Association for such proceedings shall be for the benefit of and on behalf of the Unit Owner and collectible in the same fashion as other assessments against the Unit Owner.

Effective: January 13, 2007

18. The Board of Directors will provide the formal approval or rejection of all requests for alterations, additions or modifications to Units within the Development.

III. PARTIES IN INDIVIDUAL UNITS

1. The noise level when using the Common Elements should be kept to a minimum to avoid disturbing other Owners or occupants.

2. Parties are not to extend into the Common Elements, walkways, driveways, or parking areas, without the prior written approval of the Board.

3. Owners are responsible for all damages caused to the Common Elements by their guests.

IV. CONSTRUCTION

1. Owners must notify the Association of construction plans and may only alter, modify or change their individual Unit in accordance with the terms of the Master Deed, ByLaws and these Rules and Regulations and not in any way alter, modify or change the Common Elements.

2. Permits for all new construction must be secured from local authorities as applicable.

3. All work must be performed between the hours of 8 A.M. and 6 P.M., except work of an emergency nature. (This section does not apply to the new construction.)

4. Dumpsters are not to be used for disposal of construction materials.

5. The use of the Common Elements for storage of materials, tools, or performance of work is strictly prohibited.

6. The use of jack hammers or other substantial noise makers is prohibited.

7. The contractor is wholly responsible for the protection of the Common Elements which are used in construction. If such areas are soiled, damaged, or defaced, the Owner will be assessed for repair or cleaning of the affected area.

8. Building and utility inspections are the responsibility of the contractors. Any person not authorized to call for such inspections shall be required to pay for such services if such person personally calls for an inspection and if it is found that no violation exists.

V. MAINTENANCE

1. Owners or occupants are requested not to ask maintenance and custodial personnel to perform personal services for them.

2. If, due to the act or neglect of an Owner or member of said Owner's family, a household pet, guest or other authorized occupant or visitor of such Unit, damage shall be caused to the Common Elements or to a Unit owned by others and maintenance, repairs, or replacement shall be required which would otherwise be a Common Expense, then such Owner shall pay for such damage and such maintenance, repairs and replacements, as may be determined by the Board, to the extent not paid by insurance.

3. No service work, except work of an emergency nature, is to be permitted before 8 A.M. or after 6 P.M. (This section does not apply to lawn and shrubbery maintenance.)

4. No Unit shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers. All equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition. All garbage and trash containers are to be covered, or shall be of plastic or similar material, securely closed.

VI. RESOLUTION OF CONFLICTS

1. The Westfield Condominiums Association Board, meeting in executive session, will review the written complaint to determine if it does involve a Master Deed or By-Laws or Rules and Regulations violation.

(a) If no, send letter to indicate no Board action.

(b) If yes, continue with process.

2. All involved parties are given a copy of the complaint, process description, date and time for meeting, and form to sign entitled *Westfield Condominiums Association Master Deed, By-Laws, and Rules and Regulations Complaint Resolution Agreement*.

3. Board meets with involved parties.

(a) Complaining homeowner is given ten (10) minutes to state problem.

(b) Other involved parties are given an equal amount of time to respond.

(c) Board may ask questions of any involved parties.

4. Board meets in executive session to consider the complaint.

5. Involved parties are notified of Board decision in writing within five (5) working days.

VII. MISCELLANEOUS RULES

1. There shall be no outdoor burning of trash or other debris, provided, however, that the foregoing shall not be deemed to prohibit the use of normal residential barbecues or other similar outside cooking grills or outdoor fireplaces.

2. All requests to plant, or remove any trees, shrubs, or plants within the Common Areas of the development must be presented to and approved by the Landscaping and Commons Committee and the Board. Planting of annuals within the front shrub beds of each unit is exempted from the above requirement. No structure, shrubbery or other vegetation shall be permitted to exist on any lot or other portions of the Development the height or location of which shall be deemed by the Board either to constitute a traffic hazard or to be unattractive in appearance or unreasonably detrimental to adjoining property. As an aid to freer movement of vehicles at and near street intersections and in order to protect the safety of pedestrians and the operators of vehicles and/or

property, the Board may impose further limitations on the height of ornamental structures, hedges, shrubbery and other fixtures, and construction and planning on corner lots or other parcels at the intersection of two or more streets or roadways.

3. No rubbish or debris of any kind shall be placed or permitted to accumulate for any unreasonable length of time on any portion of the Development, and no odors shall be permitted to arise therefrom, so as to render the Development or any portion thereof unsanitary, unsightly, offensive or detrimental to any other portion of the Development in the vicinity thereof or to its occupants. No nuisance shall be permitted to exist or operate upon any portion of the Development so as to be offensive or detrimental to any Owner. Without limiting the generality of any of the foregoing provisions, no exterior speakers, horns, whistles, bells or other sound devices used exclusively for security purposes, shall be located, used or placed on the Development. The Board in its discretion shall have the right to determine the existence of any such nuisance. Furthermore, the Board shall have the right to remove any nuisance at the expense of the Owner responsible for the nuisance (or at the expense of the Owner whose tenant, occupant or guest is responsible for the nuisance).

4. No animals, livestock or poultry of any kind shall be raised, bred or kept on the Properties, provided, however, that nothing herein shall be construed as prohibiting the keeping of ordinary household pets in a Unit or upon a lot containing a Unit, subject to rules and regulations adopted by the Board, provided that such pets are not kept, bred or maintained for any commercial purpose. Notwithstanding the foregoing, no pets may be kept upon the Development (or within any lot or Unit thereon) which, in the opinion of the Board, result in any annoyance or are obnoxious to Owners or occupants of other Units in the vicinity.

5. Owners shall be responsible for the actions of their children, their guests, and licensees.

6. Nothing shall be done or kept in any Unit or in the Common Elements nor shall any Owner permit anything to be done or kept in said Owner's Unit, or any part of the Common Elements which will result in the cancellation of

insurance on any part of the Common Elements or which will be in the violation of any law.

7. Owners must comply with all provisions specified in the Master Deed for Westfield Condominiums, as recorded in the Register's Office of Hamilton County, Tennessee in Book 4232, Pages 510 through 528, or any amendments to the Master Deed.

8. Except with the express written approval of Developer, no Unit shall be occupied in any manner while in the course of original construction or prior to issuance by the Town of Signal Mountain, Tennessee (or other appropriate level governmental authority) of a certificate of occupants (or other similar document) with respect to the Unit.

9. Any consent or approval given under these Rules and Regulations by the Board shall be revocable at any time by written notice.

VIII. SANCTIONS FOR VIOLATION

1. The violation of any restriction or condition or regulation adopted by the Association, or the breach of any covenant or provision provided in the By-Laws or the Master Deed, unless such violation or breach is remedied within twenty (20) days after written notice thereof to such Owner, shall give the Association the right, in addition to any other rights provided in the Master Deed:

(a) To enter the Unit, or any portion of the Development upon which, or as to which, such violation or breach exists and to summarily abate and remove, at the expense of the defaulting Owner, any structure, thing or condition that may exist thereon contrary to the intent and meaning of the provisions of the Master Deed, the By-Laws or the Rules and Regulations, and the Board, or its agents, shall not thereby be deemed guilty in any manner of trespass; or

(b) To enjoin, abate or remedy by appropriate legal proceedings, either at law or in equity, the continuance of any such breach.

2. Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant, to restrain such violation, and to recover such damages as may accrue, with court costs and reasonable attorneys fees to be considered liquidated damages. Any Owner shall have a right to maintain such action; provided, however, if any Owner shall bring such action and shall fail in their suit, they shall be liable to the party or parties sued for damages resulting therefrom including court costs and reasonable attorneys fees incurred.

3. Invalidation of any one of these Rules and Regulations by judgment or court order shall in no way affect any of the other provisions which shall remain in full force and effect.

Last Revised: November 21, 2000