

BYLAWS OF
CHAPEL CREEK HOMEOWNERS ASSOCIATION
AMENDED AND RESTATED

THIS DOCUMENT, EFFECTIVE 12/01/2024,
SUPERSEDES ALL PREVIOUS DOCUMENTS ON FILE.

I. Association and Purpose

The name of the Association shall be Chapel Creek Homeowners Association and the purpose of Chapel Creek Homeowners Association shall be for the owners of lots in Chapel Creek Sections I, II, III, IV and V to be responsible for: (1) the upkeep and maintenance of the following common areas; the entrances to Chapel Creek Subdivision and grassy area located in the circle of Mill Creek Cove and (2) to take any other reasonable actions necessary to enhance or improve the general condition of the subdivision.

II. Members

Each owner of a lot located in Chapel Creek Subdivision (Section I, II, III, IV or V) shall be a member of the Association. If more than one person holds title to a particular tract, that group of persons shall be entitled to one vote per lot.

III. Meetings

Annual meetings shall occur in the Fall of each year to approve the budget for the following year, to discuss any action needed by the Association, and to elect officers as needed.

IV. Officers

The Officers of the Association shall be a President, Secretary and Treasurer, as well as a Covenant Committee of 2 or 4 homeowners. The President, Secretary, Treasurer, and Committee shall serve from year to year and shall continue in office unless new officers and committee are chosen at the annual meeting of the members, or replaced due to unforeseen circumstances.

- The President shall be the Chief Executive Officer of the Association subject to the direction of the general membership and shall perform any duties within the normal scope of that office.
- The Secretary shall keep the minutes of any proceeding of the Association, the general membership and shall maintain the books and records of the Association except for financial records.
- The Treasurer shall be responsible for keeping and maintaining all financial books and records. If no person is willing or able to serve as Treasurer then the Secretary shall be responsible for keeping and maintaining all books and records including all financial records.

These Officers shall be responsible after the close of each year to submit to the members a report as to the condition of the Association, an account of the financial transactions for the previous

calendar year and a budget for the upcoming year.

-The Committee will serve to assist in any review needed of Covenant issues or matters.

The Officers and Committee serve without compensation or benefits.

V. Maintenance and Assessments

Each owner of any lot within the subdivision agrees to pay the Association an annual pro-rata fee or assessment for the maintenance and operation of the common area defined above. These assessments together with interest, costs and reasonable attorney's fees shall be a charge on each lot and shall be a continued lien upon the lot against which an assessment is made. Each assessment together with interest, costs and reasonable attorney's fees shall be the personal obligation of the members who were lot owners at the time the assessment fell due, and in which the obligation may be enforced by a suit to collect the same if necessary.

VI. Purpose of the Assessments

Annual Assessment (hereafter known as Annual HOA Dues) shall be used to provide for the improvement, maintenance, insurance and other related expenses to the common areas. In addition, these funds may also be used for the enforcement of the HOA Covenants and Bylaws. The Annual Association Dues made on each lot shall be \$125.00 and shall cover the calendar year 2024. Thereafter, the annual HOA Dues shall remain the same unless at the annual meeting of the HOA an additional or different assessment is approved by a simple majority of the homeowners in attendance at the annual meeting.

VII. Special Assessments

In addition to the annual HOA dues authorized above, the Association may levy upon each member of the Association in every calendar year a special assessment for the purpose of defraying in whole or in part the cost of extraordinary expenses or projects needed for the improvement of common areas, and/or the enforcement of HOA Covenants and Bylaws. Any special assessment must be presented to homeowners at either the annual HOA meeting or special meeting called of homeowners. Approval of proposed assessment shall be determined by a simple majority of the total votes cast by homeowners in attendance at the meeting.

VIII. Notice of Assessments

There shall be a requirement that notice of a proposed assessment, whether annual or special, be sent to each lot owner at least ten days prior to any meeting where assessments are approved.

IX. Fines

Fines shall be assessed only after notification to the homeowner for late pay on annual dues, special assessments, or for noncompliance with the HOA Covenants.

X. Effect of Non-Payment of Assessments and Fines

Any assessment not paid within fifteen days after the due date shall bear an initial late fee of \$25 and a subsequent \$25 for each 30-day period thereafter. The Association may bring an action at law against any person obligated to pay the same and that person shall be responsible for all costs of enforcing that assessment including but not limited to any reasonable attorney's fees.

XI. Amendments to By-Laws

These By-Laws may be amended at any regular or special meeting of the members by a vote of a simple majority of the members who own lots, in person or by proxy, provided there has been written notice to all members that a proposed amendment is being considered, said notice being given at least ten days prior to the meeting.

XII. Indemnification

Section 1. Liability of Officers and Members

No officer or member of the Association shall be personally liable to the Association, or its members, for monetary damages or breach of fiduciary duty as an officer or member except that this provision shall not eliminate or limit the liability of an Officer for intentional misconduct or a knowing violation of the law.

Section 2. Indemnity

The Association shall indemnify and hold harmless each of its officers and members from and against all contractual and other liabilities to others arising out of contracts properly made by or other proper acts of such persons on behalf of the Association, or arising out of their status as officers or members, to the extent permissible and allowable under the law.

XIII. Registration and Effect of Bylaws

These Bylaws shall be binding on all the property owners who are members of the association, and a copy of these Bylaws shall be filed in the Register's Office of Madison County, Tennessee. It is the intent of the undersigned that these Bylaws be binding on the successors and assigns to their interest in their respective properties and that these Bylaws shall run with the land of the undersigned as shown on the recorded plats.

XIV. Restrictive Covenants

The Association adopts and incorporates herein by reference all Restrictive Covenants filed in the Madison County Register's Office, which are applicable to the Chapel Creek Subdivision. A copy of the Restrictive Covenants applicable to Chapel Creek Subdivision Sections I, II, III, IV, and V, shall be maintained by the Association and made available to any member of the Association for convenient reference.


The undersigned hereby certify that the foregoing Bylaws were duly adopted as the Amended and Restated Bylaws of the Association on the 2 day of November 2024.


Todd Brown, President
Chapel Creek Homeowners Association

STATE OF
TENNESSEE
COUNTY OF
MADISON

Personally appeared before me, the undersigned Notary Public, in and for the aforesaid County and State, the within named Todd Brown, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who acknowledged that they executed the foregoing instrument for the purposes therein contained and as their free act and deed.

WITNESS MY HAND, at office, this 22 day of November 2024.


Mary R Lavenue
Notary Public

My commission expires: 8/22/2028

BK/PG: T2265/195-198
24012612

4 PGS:AL-RESTRICTIONS	
MARIE BATCH: 284627	11/22/2024 - 11:10 AM
VALUE	0.00
MORTGAGE TAX	0.00
TRANSFER TAX	0.00
RECORDING FEE	20.00
ARCHIVE FEE	0.00
DP FEE	2.00
REGISTER'S FEE	0.00
TOTAL AMOUNT	22.00

STATE OF TENNESSEE, MADISON COUNTY
ANGIE BYERS
REGISTER OF DEEDS

