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Thursday, May 17, 2012

Williamson County Register of Deeds
1320 W Main ST STE 201
Franklin, TN 37064-3724

RE: MCKAY'S MILL MASTER ASSOCIATION, INC.

Dear Sir or Madam:

Enclosed please find materials prepared by my office together with a check for recording fees. Would you kindly record the enclosed document(s) and return the same to me in the enclosed self addressed stamped envelope?

Please do not hesitate to call with any questions.

Sincerely,

William E. Miller

WEM/lis

Enclosure(s) as indicated

CC: Jaye Kloss

Prepared by and Return to:
William E. Miller
Attorney at Law
1804 Williamson Court, Suite 104
Brentwood, TN 37027

**First Amendment to the By-Laws
of the
McKay's Mill Master Association, Inc.**

At the April 30, 2012 annual meeting of the Members of the McKay's Mill Master Association, Inc., proper notice having been given and a quorum being present, the majority of Members present approved the following amendments pursuant to Article XIII, Section 1 of the Bylaws of the McKay's Mill Master Association, Inc.:

MODIFICATIONS TO THE BY-LAWS

Article IV, Sections 1 and 2 are hereby modified to replace the word "Delegate" with "Member" and "Delegates" with "Members."

Article IV, Section 4 shall be modified to reduce the initial percentage to establish a quorum from fifty percent (50%) to ten percent (10%).

Article V is hereby deleted in its entirety and replaced with the following provision:

ARTICLE V
BOARD OF DIRECTORS

Section 1. Number. The affairs of the Association shall be managed by a Board of Directors. The Board of Directors of the Association shall consist of seven (7) persons, each of whom must individually be a member of the Association or be an owner, officer, trustee or otherwise affiliated with a member of the Association.

Section 2. Composition. The Board of Directors shall be composed of four Directors elected at large. The remaining three seats shall be filled by the duly elected Delegate (See Article III) from each of the three Subassociations. For purposes of clarity, in this Article, they shall be referred to as "Directors" (referring to the four at large elected members) and "Delegates" (referring to the three Subassociation Delegate members of the Board of Directors of the Association). Directors and Delegates have equal right, privilege and membership in the Board of Directors of the Association. For purposes of this Article, Directors and Delegates are collectively called "Members" or the "Board."

Section 3. Term of Office.

Directors. Directors shall be elected for terms of three (3) years or until their successor is elected. Directors shall be elected for staggered terms so that not more than one half of the Directors are up for reelection in any one year. This schedule shall be implemented by the following initial terms:

| | |
|------|---|
| 2012 | Two directors are elected to three year terms. Two currently serving directors remain. |
| 2013 | One director is elected to a three year term. Three currently serving directors remain. |
| 2014 | One director is elected to a three year term. Three currently serving directors remain. |
| 2015 | The two directors elected in 2012 terms are up. Two seats are up for election. |
| 2016 | The director elected in 2013 term is up. One seat is up for election. |
| 2017 | The director elected in 2014 term is up. One seat is up for election. |

[This cycle should repeat in perpetuity every three years]

Delegates. Delegates serve on the Board of Directors for as long as they remain the duly elected Delegate of their Subassociation. Newly elected Subassociation Delegates automatically replace their former Delegate on the Board of Directors. (See Article III for Election of Delegates and Term of Office for Delegates)

Section 4. Removal, Resignation and Replacement.

Directors. Any Director may be removed from the Board, with or without cause, by a majority vote of the Members of the Association. In the event of death, resignation or removal of a Director, his successor shall be selected by the remaining Members of the Board, and such appointed Director shall serve for the unexpired term of the Member he or she replaced. Said replacement Director may be selected at large from any Subassociation the discretion of the remaining Members of the Board.

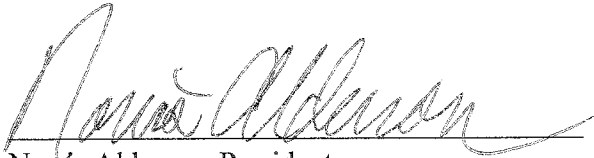
Delegates. Delegates may be removed from the Board, with or without cause, by a majority vote of the Members of that Delegate's Subassociation. In the event of death, resignation or removal of a Delegate, his successor shall be selected by the Directors of that Subassociation's Board, and such appointed Delegate shall serve until his or her Subassociation duly elects a replacement Delegate. If said Subassociation Board fails to fill the vacancy within sixty days, the Master Board shall then be authorized to fill the vacancy by appointment of any Master Association Member regardless of Subassociation membership.

Section 5. Compensation. No Director or Delegate shall receive compensation from any service he may render to the Association. However, any Director or Delegate may be reimbursed for actual expenses incurred in the performance of his or her duties.

Section 6. Action Taken Without a Meeting. The Directors and Delegates shall have the right to take any action in the absence of a meeting which they could take at a meeting by obtaining the written approval of all the Directors and Delegates. For purposes of this Section, an e-mail communication from each Director and Delegate unanimously approving the proposed action shall satisfy the terms of this Section. Any action so approved shall have the same effect as though taken at a meeting of the Board of Directors.

Section 7. Unanimous Consent. Any modifications to the currently offered Master Association Amenities shall require the unanimous consent of all Directors and all Delegates of the Master Association Board. Modifications, for the purpose of this section, shall be defined as any changes to the number of amenities or the funding of maintenance, repair and operations of all amenities that are in existence as of the date of this amendment. Amenities shall include all of the amenities at Amenity Area 1, (which includes the pool and clubhouse and surrounding amenities) and all amenities at Amenity Area 2, (which includes the tennis courts, basketball courts, picnic pavilion, and surrounding amenities) and all walking trails.

IN WITNESS THEREOF, this First Amendment to the By-Laws of the McKay's Mill Master Association has been executed by the President of the Association.

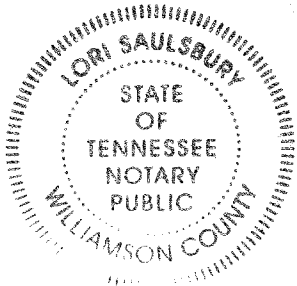


Norris Alderson, President
McKay's Mill Master Association, Inc.

STATE OF TENNESSEE
COUNTY OF WILLIAMSON

Before me, the undersigned, a Notary Public of the State and County aforesaid, personally appeared Norris Alderson, with whom I am personally acquainted, and who, upon oath, acknowledged himself to be the President of the McKay's Mill Master Association, Inc., the within bargainer, a not for profit corporation and that he, as such President being so authorized to do, executed the foregoing instrument for the purpose therein contained, by signing the name of the corporation by himself, as President.

WITNESS my hand and seal, at office in Franklin, Tennessee, This the 17 day of May, 2012.



Notary Public

My commission expires: 1-26-14