

CHARTER

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OF

COMMUNITY OF CROCKETT SPRINGS, HOMEOWNERS' ASSOCIATION, INC.

The undersigned natural person or persons, having capacity to contract and acting as the incorporator or incorporators of a corporation under the Tennessee General Corporation Act, adopt the following Charter for such corporation:

ARTICLE I

NAME

The name of the corporation is Community of Crockett Springs, Homeowners' Association, Inc., hereinafter called the "Association".

ARTICLE II

DURATION

The duration of the corporation is perpetual.

ARTICLE III

ADDRESS

The address of the principal office of the Association in the State of Tennessee shall be 135 Rue de Grande, Rural Route 5, Franklin, Tennessee.

ARTICLE IV

DESIGNATION OF AGENT

John Coleman Hayes, Jr., whose address is 135 Rue de Grande, Rural Route 5, Franklin, Tennessee, is hereby appointed the initial Registered Agent of this Association.

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ARTICLE V

NOT FOR PROFIT

The Association is not for profit.

ARTICLE VI

MEANING OF TERMS AND THE DECLARATION

All capitalized terms as used in this Charter, unless otherwise provided by law, shall have the meaning or meanings as set forth in that certain Declaration of Covenants and Restrictions (herein called the "Declaration") made and executed by John Coleman Hayes, Jr. under the date of December 31, 1974, a copy of which Declaration and the Exhibits thereto are attached hereto and made a part hereof and the terms of which Declaration shall be deemed incorporated herein.

ARTICLE VII

PURPOSE AND POWERS

1. The purpose or purposes for which the Association is organized are, in general, to provide an entity to carry out the terms and intent of the Declaration; and specifically to do and provide for the operation and maintenance of the property and facilities owned or controlled by the Association, the preservation and architectural control of all of the Properties at any time made or becoming subject to the Declaration, and to promote the health, safety and welfare of the residents of the Properties subject to the Declaration. The Association shall have all the powers provided by law and as are reasonably necessary or appropriate to carry out its purposes and functions and the terms and intents of the Declaration, including, but not limited to, the following:

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(a) To make and collect assessments as provided in the Declaration;

(b) To use the proceeds of assessments in the exercise of its powers and purposes;

(c) To maintain, repair, replace, improve and operate the properties and facilities owned or controlled by it;

(d) To provide and furnish management and maintenance services for any property subject to the Declaration on behalf of any council of co-owners, board of managers, or other form of administration of a Residential Development, or on behalf of any other non-profit corporation or unincorporated organization owning, controlling or having the responsibility for the management and maintenance of any property subject to the Declaration;

(e) To provide and furnish management and maintenance services for any property, exclusive of Living Units, subject to the Declaration on behalf of any property owner owning property subject to the Declaration;

(f) To make and amend reasonable rules and regulations governing all of the Properties subject to the Declaration;

(g) To enforce by legal means the provisions of the Declaration and the rules and regulations adopted by the Association;

(h) To contract for the management and maintenance of any property or facilities owned, controlled, managed or maintained by it, and to delegate to such contractor or agent all powers and duties of the Association except such as are required by this Charter or by the Declaration or by-laws to have the approval of the Board of Directors or the Members of the Association and

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(i) All those powers set forth in Section 35-618, Tennessee Code Annotated.

2. The powers of the Association shall be subject to and shall be exercised in accordance with the provisions of the Declaration.

3. No substantial part of the activities of the Association shall be devoted to attempting to influence legislation by propaganda or otherwise within the meaning of the proscriptive provisions of the Internal Revenue Code of 1954, as now or hereafter amended. The Association shall not directly or indirectly participate in, or intervene in (including the publishing or distribution of any statements or literature) any political campaign on behalf of or in opposition to any candidate for public office.

ARTICLE VIII

MEMBERS

1. The Association shall have two classes of voting Members, as follows:

(a) Class A Members shall be all Owners of Lots subject to the Declaration.

(b) The Class B Member shall be John Coleman Hayes, Jr. and his heirs, assigns and successors in interest to all or substantially all of the business of developing the Properties subject to the Declaration (the "Developer"), which class shall cease upon written notice to such effect from the Developer to the Association or on December 31, 1990, whichever shall first occur.

2. The memberships of Class A Members and the Class B Member shall be transferable and shall be deemed to have been

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automatically transferred upon passage of title to the Lot or property which created or established such membership, whether or not such transfer shall be expressed in the deed or instrument or proceeding by which such title is passed.

3. At all meetings or proceedings in which the votes of the Members are entitled to be cast: each Class A Member who is the Owner of a Living Unit shall be entitled to one vote for each such Living Unit owned or occupied by such Member. If any membership shall be held by one or more persons or entities, or combination thereof, the vote or votes applicable to such membership shall be cast or made as such persons or entities shall decide (by naming a proxy or otherwise), but in no event shall an additional vote or votes be cast with respect to a membership because of any such joint or other form of divided ownership or occupancy. The Class B member shall be entitled to three votes for each lot owned.

4. For so long as the Class B Membership continues to exist, no action of the Association, its Board of Directors or any committee created by either relating to any property subject to the Declaration, shall become effective unless and until ratified in writing by John Coleman Hayes, Jr., his heirs, assigns or successors in interest.

5. At all meetings of the Members of the Association, a quorum of the Members shall mean fifty-one percent (51%) of the Members entitled to vote; provided that where any class or classes of Members are entitled to meet or vote as a class, a quorum for the purposes of such class meeting or vote shall mean fifty-one percent (51%) of the Members of such class or class entitled to vote. If the required quorum is not forthcoming

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at any meeting except for those as provided in Article V, Section 6, of the Declaration, another meeting may be called without the formal notice requirements, and at such subsequent meeting the required quorum shall be one-half of the required quorum at the preceding meeting, provided that no such subsequent meeting shall be held more than thirty (30) days following the meeting.

6. Nothing herein contained shall be deemed or construed to limit or otherwise impair the voting or other rights of the Class B Member, including without limitation all such rights of the Class B Member as are set forth in this Charter or in the Declaration, as long as the Class B membership shall exist.

ARTICLE IX

DIRECTORS

1. The directors of the Association shall be elected for terms of two (2) years and until their successors are elected and qualified.

2. The initial Board of Directors of the Association elected after the first Board of Directors provided for in Section 48-803 of the Tennessee Code Annotated shall be composed of three (3) directors who shall be elected by the Developer.

3. After the expiration of the term of the Board of Directors elected pursuant to the preceding paragraph 2 and as long as the Class B membership shall exist, the Board of Directors of the Association shall be composed of five (5) directors, who shall be elected as follows:

(a) The Class A Members shall elect two (2) directors; and

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(b) The Class B Member shall elect three (3) directors.

4. After the Class B membership shall cease, the Board of Directors of the Association shall be composed of five (5) directors, who shall be elected by the Class A Members.

5. At all meetings of the Board of Directors of the Association, a quorum of the directors shall be a majority of the total number of directors then in office.

6. Whenever the directors of the Association are required to take any action by vote, such action may be taken without a meeting on written consent, setting forth the action so taken, signed by all the directors entitled to vote thereon.

ARTICLE X

INDEMNIFICATION

Every director and every officer of the Association shall be indemnified by the Association against all expenses and liabilities, including attorney fees, reasonably incurred by or imposed upon him in connection with any action or proceeding, whether civil or criminal, to which he may be made a party, or in which he may become involved by reason of his being or having been a director or officer of the Association, or any settlement thereof, whether or not he is a director or officer at the time such expenses are incurred, if such director or officer acted in good faith for a purpose which he reasonably believed to be in the best interest of the Association and, in criminal actions or proceedings, in addition, had no reasonable cause to believe that his conduct was unlawful; provided that in the event of a settlement, the indemnification herein shall

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apply only when the Board of Directors of the Association approves such settlement and reimbursement as being for the best interests of the Association. The foregoing right of indemnification shall be in addition to and not in limitation of all other rights to which such director or officer may be entitled.

ARTICLE XI

DISSOLUTION

The Association may be dissolved with the assent, given in writing, and signed by not less than two-thirds (2/3) of each Class of Members. Upon dissolution of the Association, other than incident to a merger or consolidation, the assets of the Association shall be dedicated to an appropriate public agency, to be used for purposes similar to those for which this Association was created. In the event such dedication is refused, such assets shall be granted, conveyed and assigned to any nonprofit corporation, association, trust or other legal entity devoted to such similar purposes.

ARTICLE XII

BY-LAWS

The Board of Directors of the Association may adopt, amend or repeal the By-Laws or any By-Law of the Association by the vote of a majority of the Members of the entire Board.

ARTICLE XIII

AMENDMENTS

This Charter may be amended only upon such action receiving two-thirds (2/3) of the votes of the Members as a

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whole at a meeting called for such purpose, including the
Class B Member as long as the Class B membership shall exist.

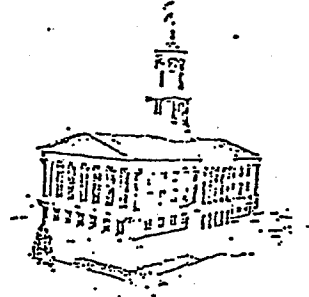
Dated this 31st day of December, 1974.



Incorporator

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State of Tennessee 414

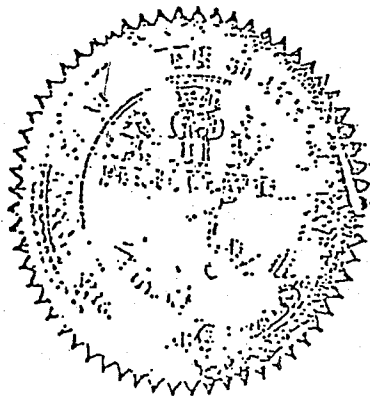


Department of State

CERTIFICATE

The undersigned, as Secretary of State of the State of Tennessee, hereby certifies that the attached document was received for filing on behalf of COMMUNITY OF CROCKETT SPRINGS, HOMEOWNERS' ASSOCIATION, INC. (Name of Corporation) was duly executed in accordance with the Tennessee General Corporation Act was found to conform to law and was filed by the undersigned, as Secretary of State, on the date noted on the document.

THEREFORE, the undersigned, as Secretary of State, and by virtue of the authority vested in him by law, hereby issues this certificate and attaches hereto the document which was duly filed on January Seventh, 19 75



[Signature]
Secretary of State

IN WITNESS WHEREOF, the said Board of Directors has caused it's name to be signed to these presents by it's duly authorized official, this 5th day of June, 1996.

Crockett Springs Homeowners' Association, Inc.

By: Connie Luttrell, President

STATE OF TENNESSEE)
COUNTY OF WILLIAMSON)

Before me, the undersigned, a Notary Public within and for the State and County aforesaid, personally appeared CONNIE LUTTRELL, with whom I am personally acquainted and who upon their oath acknowledged herself to be President of Crockett Springs Homeowners' Association, Inc., the within named bargainor, a Tennessee Corporation, and she as President, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by herself as President.

Witness my hand and seal this 5th day of June, 1996.

Sherry Hula Maxwell
NOTARY PUBLIC

MY COMMISSION EXPIRES:

My Commission Expires MAY 23, 2003

State of Tennessee, County of WILLIAMSON
Received for record the 12 day of
JUNE 1996 at 8:02 AM. (RECH 180991)
Recorded in official records
Book 1410 Page 793- 826
Notebook 56 Page 242
State Tax \$.00 Clerks Fee \$.00,
Recording \$136.00, Total \$ 136.00,
Register of Deeds SADIE WADE
Deputy Register ANGELA WAY