

OF COVENANTS, CONDITIONS AND RESTRICTIONS

THIS DECLARATION, made on the date hereinafter set forth by Thomas W. Grumke, and wife, Jane Barry Grumke, hereinafter referred to as "Declarant",

WITNESSETH:

WHEREAS, Declarant is the owner of certain property in Nashville, County of Davidson, State of Tennessee, which is more particularly described as:

Beginning at a point on the north margin of Central Pike, 658.9 feet east of the east margin of Dodson Chapel Road;

Thence, Leaving Central Pike, N 01°12' 47" W, 239.89 feet to a point;
Thence, N 89°59'47" W, 320.00 feet to an iron pin;
Thence, N 00°49'40" W, 410.34 feet to an iron pin;
Thence, S 88°40'30" W, 24.50 feet to an iron pin;
Thence, N 00°49'40" W, 388.00 feet to a concrete monument;
Thence, N 88°40'30" E, 578.88 feet to an iron pin;
Thence, S 04°42'55" E, 709.07 feet to an iron pin;
Thence, S 21°44'00" E, 282.15 feet to a point;
Thence, S 28°49'55" E, 105.25 feet to a concrete monument on the north margin of Central Pike;
Thence, With Central Pike, N 89°59'47" W, 430.99 feet to the point of beginning.

Containing 13.228 acres more or less, and being part of the property conveyed to Thomas W. Grumke and wife, Jane Barry Grumke by deed from Nina Peek Sullivan of record in Book 5962, page 229, Register's Office for Davidson County.

NOW THEREFORE, Declarant hereby declares that all of the properties described above shall be held, sold and conveyed subject to the following easements, restrictions, covenants, and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with, the real property and be binding on all parties having any right, title or interest in the described properties or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

ARTICLE I

DEFINITIONS

Section 1. "Association" shall mean and refer to Hermitage Meadows Homeowners' Association, Inc., its successors and assigns.

Section 2. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to

any Lot which is a part of the Properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 3. "Properties" shall mean and refer to that certain real property hereinbefore described, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 4. "Common Area" shall mean all real property (including the improvements thereto) owned by the Association for the common use and enjoyment of the owners. The Common Area to be owned by the Association at the time of the conveyance of the first lot is described as follows:

All areas shown on the plan attached as Exhibit "A" hereto and including all roads, pipes, wires, conduits, ducts, cables, public utility line and other improvements necessary for the overall integrity of the properties.

Each owner shall have an easement in common with the owners of all other family units to use all of the common elements located in and serving his or other units.

Section 5. "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of the Properties with the exception of the Common Area.

Section 6. "Declarant" shall mean and refer to Thomas W. Grumke and wife, Jane Barry Grumke, their successors and assigns if such successors or assigns should acquire more than one undeveloped Lot from the Declarant for the purpose of development.

ARTICLE II

PROPERTY RIGHTS

Section 1. Owners' Easements of Enjoyment. Every owner shall have a right and easement of enjoyment in and to the Common Area which shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions:

(a) the right of the Association to charge reasonable admission and other fees for the use of any recreational facility situated upon the Common Area;

(b) the right of the Association to suspend the voting

rights and right to use of the recreational facilities by an owner for any period during which any assessment against his Lot remains unpaid; and for a period not to exceed 60 days for any infraction of its published rules and regulations;

(c) the right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless an instrument agreeing to such dedication or transfer signed by 2/3rds of each class of members has been recorded.

Section 2. Delegation of Use. Any owner may delegate, in accordance with the By-Laws, his right of enjoyment to the Common Area and facilities to the members of his family, his tenants, or contract purchasers who reside on the property.

ARTICLE III

MEMBERSHIP AND VOTING RIGHTS

Section 1. Every owner of a lot which is subject to assessment shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment.

Section 2. The Association shall have two classes of voting membership:

Class A. Class A members shall be all Owners, with the exception of the Declarant, and shall be entitled to one vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as they determine, but in no event shall more than one vote be cast with respect to any Lot.

Class B. The Class B member(s) shall be the Declarant and shall be entitled to three (3) votes for each Lot owned. The Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs earlier:

- (a) when the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership, or

(b) on January 1, 1986.

BOOK 034 PAGE 368

ARTICLE IV

COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. The Declarant, for each Lot owned within the Properties, hereby covenants, and each Owner of any Lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (1) annual assessments or charges, and (2) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided.

The annual and special assessments, together with interest, costs, and reasonable attorney's fee, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with interest, costs, and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety, and welfare of the residents in the Properties and for the improvement, insurance, and maintenance of the Common Area and the exterior of the homes situated upon the properties.

Section 3. Maximum Annual Assessment. Until January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment shall be four hundred twenty dollars (\$420.00) per Lot.

(a) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased each year not more than 10% above the maximum assessment for the previous year without a vote of the membership.

(b) From and after January 1 of the year immediate following the conveyance of the first Lot to an Owner, the

maximum annual assessment may be increased above 10% by a vote of two-thirds (2/3) of each class of members who are voting in person or by proxy, at a meeting duly called for this purpose.

(c) The Board of Directors may fix the annual assessment at an amount not in excess of the maximum.

Section 4. Special Assessments for Capital Improvements. In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Area, including fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of each class of members who are voting in person or by proxy at a meeting duly called for this purpose.

Section 5. Notice and Quorum for Any Action Authorized Under Sections 3 and 4. Written notice of any meeting called for the purpose of taking any action authorized under Section 3 or 4 shall be sent to all members not less than 30 days nor more than 60 days in advance of the meeting. At the first such meeting called, the presence of members or proxies entitled to cast sixty percent (60%) of all the votes in each class of membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than 60 days following the preceding meeting.

Section 6. Uniform Rate of Assessment. Both annual and special assessments must be fixed at a uniform rate for all Lots and may be collected on a monthly basis.

Section 7. Date of Commencement of Annual Assessments: Due Dates. The annual assessments provided for herein shall commence as to all Lots on the first day of the month following the conveyance of the Common Area. The first annual assessment shall be

adjusted according to the number of months remaining in the calendar year. The Board of Directors shall fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Board of Directors. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the association setting forth whether the assessments on a specified Lot have been paid. A properly executed certificate of the Association as to the status of assessments on a lot is binding upon the Association as of the date of its issuance.

Section 8. Effect of Nonpayment of Assessments: Remedies of the Association. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of 10 percent per annum. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the property. No owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his Lot.

Section 9. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof.

ARTICLE V

EXTERIOR MAINTENANCE

In addition to maintenance upon the Common Area, the Association shall provide exterior maintenance upon each Lot which is subject to assessment hereunder, as follows: paint, repair, replacement and care of roofs, gutters, downspouts, exterior building surfaces, trees, shrubs, grass, walks, and other exterior

improvements. Such exterior maintenance shall not include glass surfaces.

In the event that the need for maintenance or repair of a lot or the improvements thereon is caused through the willful or negligent acts of its owner, or through the willful or negligent acts of the family, guests or invitees of the owner of the lot needing such maintenance or repair, the cost of such exterior maintenance shall be added to and become part of the assessment to which such lot is subject.

ARTICLE VI

Ownership of each lot shall entitle the owner or owners thereof to the use of not more than 2 automobile parking spaces, which shall be as near and convenient to said lot as reasonably possible, together with the right of ingress and egress in and upon said parking area. The association shall permanently assign 1 vehicle parking space for each dwelling.

ARTICLE VII

PARTY WALLS

Section 1. General Rules of Law to Apply. Each wall which is built as a part of the original construction of the homes upon the Properties and placed on the dividing line between the Lots shall constitute a party wall, and, to the extent not inconsistent with the provisions of this Article, the general rules of law regarding party walls and liability for property damage due to negligence or willful acts or omissions shall apply thereto.

Section 2. Sharing of Repair and Maintenance. The cost of reasonable repair and maintenance of a party wall shall be shared by the Owners who make use of the wall in proportion to such use.

Section 3. Destruction by Fire or Other Casualty. If a party wall is destroyed or damaged by fire or other casualty, any Owner who has used the wall may restore it, and if the Owners thereafter make use of the wall, they shall contribute to the cost of restoration thereof in proportion to such use without prejudice, however, to the right of any such Owners to call for a larger contribution from the others under any rule of law regarding liability for negligent or willful acts or omissions.

Section 4. Weatherproofing. Notwithstanding any other provision of this Article, an Owner who by his negligent or willful act causes the party wall to be exposed to the elements shall bear the whole cost of furnishing the necessary protection against such elements.

Section 5. Right to Contribution Runs with Land. The right of any Owner to contribution from any other Owner under this Article shall be appurtenant to the land and shall pass to such Owner's successors in title.

Section 6. Arbitration. In the event of any dispute arising concerning a party wall, or under the provisions of this Article, each party shall choose one arbitrator, and such arbitrators shall choose one additional arbitrator, and the decision shall be by a majority of all the arbitrators.

ARTICLE VIII

ARCHITECTURAL CONTROL

No building, fence, wall or other structure shall be commenced, erected or maintained upon the Properties, nor shall any exterior addition to or change or alteration therein be made until the plans and specifications showing the nature, kind, shape, height, materials, and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Board of Directors of the Association, or by an architectural committee composed of three (3) or more representatives appointed by the Board. In the event said Board, or its designated committee, fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, approval will not be required and this Article will be deemed to have been fully complied with.

ARTICLE IX

GENERAL PROVISIONS

Section 1. Enforcement. The Association, or any Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of

this Declaration. Failure by the Association or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 2. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no wise affect any other provisions which shall remain in full force and effect.

Section 3. Amendment. The covenants and restrictions of this Declaration shall run with and bind the land, for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended during the first twenty (20) year period by an instrument signed by not less than ninety percent (90%) of the Lot Owners, and thereafter by an instrument signed by not less than seventy-five percent (75%) of the Lot Owners. Any amendment must be recorded.

Section 4. Annexation. Additional land within the area described in Book 5962, Page 229 of the land records of Davidson County may be annexed by the Declarant without the consent of members provided that the FHA determines that the annexation is in accord with the general plan heretofore approved by them.

Section 5. FHA/VA Approval. As long as there is a Class B membership, the following actions will require the prior approval of the Federal Housing Administration or the Veterans Administration: Annexation of additional properties, dedication of Common Area, and amendment of this Declaration of Covenants, Conditions and Restrictions.

ARTICLE X

INSURANCE

BOOK 6034 PAGE 374

Section I. Casualty Insurance on Insurable Common Area. The Association shall keep all insurable improvements and fixtures of the Common Area insured against loss or damage by fire for the full insurance replacement cost thereof, and may obtain insurance against such other hazards and casualties as the Association may deem desirable. The Association may also insure any other property whether real or personal, owned by the Association, against loss or damage by fire and such other hazards as the Association may deem desirable, with the Association as the owner and beneficiary of such insurance. The insurance coverage with respect to the Common Area shall be written in the name of, and the proceeds thereof shall be payable to The Association. Insurance proceeds shall be used by the Association for the repair or replacement of the property for which the insurance was carried. Premiums for all insurance carried by the Association are Common Expenses included in the Common Assessments made by the Association.

In addition to casualty insurance on the Common Area, the Association, through the Board of Directors, may elect to obtain and continue in effect, on behalf of all Owners, adequate blanket casualty and fire insurance in such form as the Board of Directors deems appropriate in an amount equal to the full replacement value, without deduction for depreciation or coinsurance, of all of the Dwelling Units, including the structural portions and fixtures thereof, owned by such Owners. Insurance premiums from any such blanket insurance coverage, and any other insurance premiums paid by the Association shall be a Common Expense of the Association to be included in the regular Common Assessments of the Owners, as levied by the Association. The insurance coverage with respect to the Dwelling Units shall be written in the name of, and the proceeds thereof shall be payable to the Association as Trustee for the Homeowners.

Section II. Replacement or Repair of Property. In the event of damage to or destruction of any part of the Common Area Improvements, the Association shall repair or replace the same from the insurance proceeds available. If such insurance proceeds are insufficient to cover the costs of repair or replacement of the property damaged or destroyed, the Association may make a Reconstruction Assessment against all Lot Owners to cover the additional cost of repair or replacement not covered by the insurance proceeds, in addition to any other Common Assessments made against such Lot Owner.

In the event that the Association is maintaining blanket casualty and fire insurance on the Dwelling Units on the Lots in the Properties, the Association shall repair or replace the same from the insurance proceeds available.

Section III. Annual Review of Policies. All insurance policies shall be reviewed at least annually by the Board of Directors in order to ascertain whether the coverage contained in the policies is sufficient to make any necessary repairs or replacement of the property which may have been damaged or destroyed.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has hereunto set its hand and seal this 15th day of April, 1983.

Thomas W. Grumke
Declarant

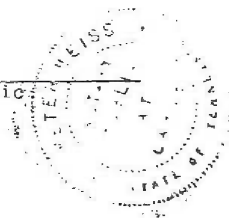
Jane Barry Grumke
Declarant

STATE OF TENNESSEE
Davidson County

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, the within named Thomas W. Grumke and wife, Jane Barry Grumke, the bargainors, with whom I am personally acquainted, and who acknowledged that they executed the within instrument for the purposes therein contained. Witness my hand and official seal at Nashville, Tennessee, this 15th day of APRIL, 1983.

Commission expires 4/22/84

Arthur Weiss
Notary Public



MSH

H 4 0 8 4 8

IDENTIF. REFERENCE

Apr 8 11 27 AM '83

FELIX Z. WILSON, II, REGISTRAR
DAVIDSON COUNTY, TN

REC'D
-CORREC. DIV 70

This Instrument Prepared by:

Robert J. Notestine III
Attorney at Law
109 Kenner Avenue, Suite 201
Nashville, TN 37205

BILL GARRETT, Davidson County

Trans: T20170012313 REST

Recvd: 02/10/17 08:37 23 pgs

Fees: 117.00 Taxes: 0.00



20170210-0013943

AMENDMENT TO THE
DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS FOR
HERMITAGE MEADOWS
OF RECORD IN BOOK 6034, PAGE 365
REGISTER'S OFFICE FOR DAVIDSON COUNTY, TENNESSEE

THIS AMENDMENT, executed and made effective this 3rd day of February, 2017, by the written consent of the Lot Owners representing at least seventy five percent (75%) of the Lot Owners in Hermitage Meadows (the Development) and members of the Hermitage Meadows Homeowner's Association, (the Association) as provided in Article IX, Section 3 of the Declaration of Covenants, Conditions and Restrictions for Hermitage Meadows (the Declaration) and amends the Declaration as follows:

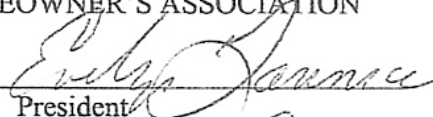

1. A New section is added to Article IX, of the Declaration as follows:

Section 6. Short Term Rentals Prohibited.

1. To maintain a community of congenial Owners and occupants and to protect the value of the Lots in the Development, no Lot Owner or occupant of any Unit shall be permitted to lease or rent his/her Lot or any improvements located thereon for transient short-term rentals for less than thirty (30) days in length. Included in the definition of "short term rentals", are rentals obtained or leased through a service like Airbnb and similar short term rental services or programs.

- 2. This restriction on leasing of Units, shall be binding upon current and future Unit Owners and which restriction shall run with the land.
- 3. Except as is otherwise provided herein, the attempt to lease any Lot on a short term rental basis shall be a violation of the Declaration and of the By-laws of the Association and the Board of the Association, and the Association shall have recourse to all remedies as provided in the Declaration and By-laws, including but not limited to imposes fines for said violations at a rate to be determined by the Board of the Association.
- 4. Exhibit A is attached hereto shows the signatures of owners approving this Amendment as required of Article IX, Section 3 of the Declaration.

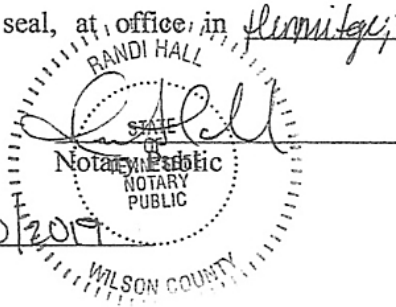
THIS AMENDMENT to the Declaration shall in no way be construed to amend, alter, or revise any other provision of the Declaration, except as is provided herein. However, to the extent that the terms, condition and provisions of this Amendment are contrary and conflict with the terms, conditions, and provisions of the Declaration, the terms, conditions, and provisions hereof shall supersede and control over the terms, conditions, and provisions of the By-laws.

HERMITAGE MEADOWS
HOMEOWNER'S ASSOCIATION
By: 
President
By: 
Secretary

STATE OF TENNESSEE}
COUNTY OF DAVIDSON}

Before me, Randi Hall of the state and county mentioned, personally appeared ~~Supra Prath & Evelyn Gammon~~ with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged him/herself to be President of Hermitage Meadows Homeowner's Association, and as such President acknowledged that he/she is authorized to execute the foregoing instrument on behalf of the Hermitage Meadows Homeowner's Association, the within named bargainer, a corporation, and that he/she as such _____, executed the foregoing instrument for the purpose therein contained, by signing the name of the homeowner's association by him/herself as _____.

Witness my hand and seal, at office, in Hermitage, TN this 3 day of February, 2016 ~~2017~~

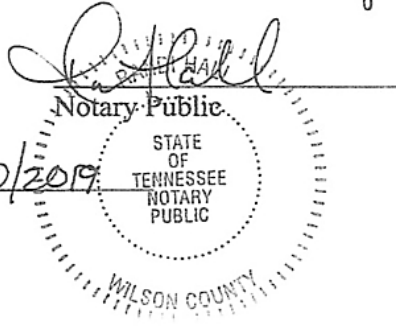


My Commission Expires: 4/30/2019

STATE OF TENNESSEE}
COUNTY OF DAVIDSON}

Before me, Randi Hall of the state and county mentioned, personally appeared Evelyn Gammon, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged him/herself to be Secretary of Hermitage Meadows Homeowner's Association, and as such Secretary acknowledged that he/she is authorized to execute the foregoing instrument on behalf of Hermitage Meadows Homeowner's Association, the within named bargainer, a corporation, and that he/she as such _____, executed the foregoing instrument for the purpose therein contained, by signing the name of the homeowner's association by him/herself as _____.

Witness my hand and seal, at office in Hermitage, TN this 3 day of February, 2016 ~~2017~~



My Commission Expires: 4/30/2019

Prepared by:
Robert J. Notestine III
Attorney at Law
109 Kenner Avenue, Suite 201
Nashville, TN 37205

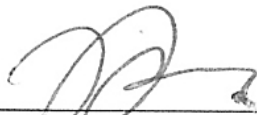
Re: Amendment to the Declaration
of Hermitage Meadows, Instrument
20170210-0013943, RODC, TN

Scrivener's Affidavit

I, Robert J. Notestine III a citizen and resident of Davidson County, Tennessee to hereby swear and affirm, under oath, as follows:

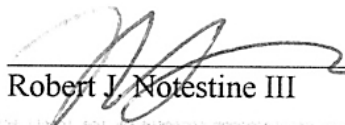
I prepared the Amendment to the Declaration of Covenants, Conditions and Restrictions (the Amendment) for Hermitage Meadows of record in Instrument 20170210-0013943, Register's Office for Davidson County, Tennessee. The Amendment is incomplete due to missing pages to Exhibit A which were omitted in error. This instrument is being recorded to correct and add the missing portions of Exhibit A which consist of 38 pages.

Executed this 13th day of March, 2017.



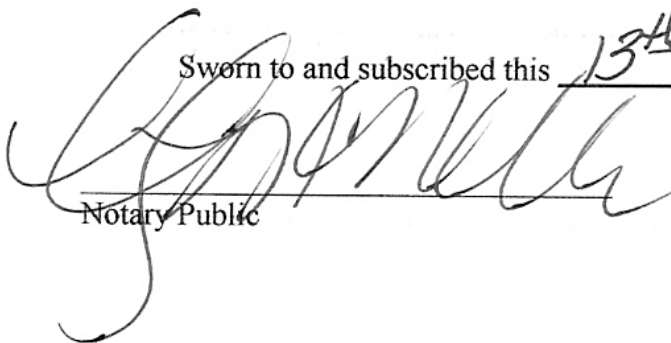
Robert J. Notestine III

I, Robert J. Notestine III, make oath that the above affidavit is true to the best of my knowledge, information and belief.



Robert J. Notestine III

Sworn to and subscribed this 13th day of March, 2017.



Notary Public

1-6-19

My Commission Expires

BILL GARRETT, Davidson County
Trans: T20170023180 AFFIDAVIT
Recvd: 03/20/17 09:04 62 pgs
Fees: 312.00 Taxes: 0.00

20170320-0026618



BY-LAWS
OF
HERMITAGE MEADOWS HOMEOWNERS'
ASSOCIATION

ARTICLE I

NAME AND LOCATION. The name of the corporation is Hermitage Meadows Homeowners' Association, hereinafter referred to as the "Association". The principal office of the corporation shall be located at 3811 Central Pike, Hermitage, Tennessee 37076 but meetings of members and directors may be held at such places within the State of Tennessee, County of Davidson, as may be designated by the Board of Directors.

ARTICLE II

DEFINITIONS

Section 1. "Association" shall mean and refer to Hermitage Meadows Homeowners' Association, its successors and assigns.

Section 2. "Properties" shall mean and refer to that certain real property described in the Declaration of Covenants, Conditions and Restrictions, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 3. "Common Area" shall mean all real property owned by the Association for the common use and enjoyment of the Owners.

Section 4. "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of the Properties with the exception of the Common Area.

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

Section 6. "Declarant" shall mean and refer to Thomas Grumke, and wife, Jane Barry Grumke, their successors and assigns if such successors or assigns should acquire more than one undeveloped Lot from the Declarant for the purpose of development.

Section 7. "Declaration" shall mean and refer to the Declaration of Covenants, Conditions and Restrictions applicable to the Properties recorded or to be recorded in the Office of Register of Deeds, Nashville, Davidson County, Tennessee.

Section 8. "Member" shall mean and refer to those persons entitled to membership as provided in the Declaration.

ARTICLE III

MEETING OF MEMBERS

Section 1. Annual Meetings. The first annual meeting of the members shall be held within one year from the date of incorporation of the Association, and each subsequent regular annual meeting of the members shall be held on the same day of the same month of each year thereafter, at the hour of 7:30 o'clock, p.m. If the day for the annual meeting of the members is a legal holiday, the meeting will be held at the same hour on the first day following which is not a legal holiday.

Section 2. Special Meetings. Special meetings of the members may be called at any time by the president or by the Board of Directors, or upon written request of the members who are entitled to vote one-fourth (1/4) of all of the votes of the Class A membership.

Section 3. Notice of Meetings. Written notice of each meeting of the members shall be given by, or at the direction of, the secretary or person authorized to call the meeting, by mailing a copy of such notice, postage prepaid, at least 15 days before such meeting to each member entitled to vote thereat, addressed to the member's address last appearing on the books of the Association, or supplied by such member to the Association for the purpose of notice. Such notice shall specify the place, day and hour of the meeting, and, in the case of a special meeting, the purpose of the meeting.

Section 4. Quorum. The presence at the meeting of members entitled to cast, or of proxies entitled to cast, one-tenth (1/10) of the votes of each class of membership shall constitute a quorum for any action except as otherwise provided in the Articles of

Incorporation, the Declaration, or these By-Laws. If, however, such quorum shall not be present or represented at any meeting, the members entitled to vote thereat shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum as aforesaid shall be present or be represented.

Section 5. Proxies. At all meetings of members, each member may vote in person or by proxy. All proxies shall be in writing and filed with the secretary. Every proxy shall be revocable and shall automatically cease upon conveyance by the member of his Lot.

ARTICLE IV

BOARD OF DIRECTORS: SELECTION: TERM OF OFFICE

Section 1. Number. The affairs of this Association shall be managed by a Board of five (5) directors, who need not be members of the Association.

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

Section 3. Removal. 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 shall serve for the unexpired term of his predecessor.

Section 4. Compensation. No director shall receive compensation for any service he may render to the Association, However, any director may be reimbursed for his actual expenses incurred in the performance of his duties.

Section 5. Action Taken Without a Meeting. The directors 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. Any action so approved shall have the same effect as though taken at a meeting of the directors.

ARTICLE V

NOMINATION AND ELECTION OF DIRECTORS

Section 1. Nomination. Nomination for election to the Board of Directors shall be made by a Nominating Committee. Nominations may also be made from the floor at the annual meeting. The Nominating Committee shall consist of a Chairman, who shall be a member of the Board of Directors, and two or more members of the Association. The Nominating Committee shall be appointed by the Board of Director prior to each annual meeting of the members, to serve from the close of such annual meeting until the close of the next annual meeting and such appointment shall be announced at each annual meeting. The Nominating Committee shall make as many nominations for election to the Board of Directors as it shall in its discretion determine, but not less than the number of vacancies that are to be filled. Such nominations may be made from among members or non-members.

Section 2. Election. Election to the Board of Directors shall be by secret written ballot. At such election the members or their proxies may cast, in respect to each vacancy, as many votes as they are entitled to exercise under the provisions of the Declaration. The persons receiving the largest number of votes shall be elected. Cumulative voting is not permitted.

ARTICLE VI

MEETINGS OF DIRECTORS

Section 1. Regular Meetings. Regular meetings of the Board of Directors shall be held monthly without notice, at such place and hour as may be fixed from time to time by resolution of the Board. Should said meeting fall upon a legal holiday, then that meeting shall be held at the same time on the next day which is not a legal holiday.

Section 2. Special Meetings. Special meetings of the Board of Directors shall be held when called by the president of the Association, or by any two directors, after not less than three (3) days notice to each director.

Section 3. Quorum. A majority of the number of directors shall constitute a quorum for the transaction of business. Every act or decision done or made by a majority of the directors present at a duly held meeting at which a quorum is present shall be regarded as the act of the Board.

ARTICLE VII

POWERS AND DUTIES OF THE BOARD OF DIRECTORS

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

(a) adopt and publish rules and regulations governing the use of the Common Area and facilities, and the personal conduct of the members and their guests thereon, and to establish penalties for the infraction thereof;

(b) suspend the voting right and right to use of the recreational facilities of a member during any period in which such member shall be in default in the payment of any assessment levied by the Association. Such rights may also be suspended after notice and hearing, for a period not to exceed 60 days for infraction of published rules and regulations;

(c) exercise for the Association all powers, duties and authority vested in or delegated to this Association and not reserved to the membership by other provision of these By-Laws, the Articles of Incorporation, or the Declaration;

(d) declare the office of a member of the Board of Directors to be vacant in the event such member shall be absent from three (3) consecutive regular meetings of the Board of Directors; and

(e) employ a manager, an independent contractor, or such other employees as they deem necessary, and to prescribe their duties.

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

(a) cause to be kept a complete record of all its acts and corporate affairs and to present a statement thereof to

the members at the annual meeting of the members, or at any special meeting when such statement is requested in writing by one-fourth (1/4) of the Class A members who are entitled to vote;

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

(c) as more fully provided in the Declaration, to:

(1) fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period;

(2) send written notices of each assessment to every Owner subject thereto at least thirty (30) days in advance of each annual assessment period; and

(3) foreclose the lien against any property for which assessments are not paid within thirty (30) days after due date or to bring an action at law against the owner personally obligated to pay the same.

(d) issue, or to cause an appropriate officer to issue, upon demand by any person, a certificate setting forth whether or not any assessment has been paid. A reasonable charge may be made by the Board for the issuance of these certificates. If a certificate states an assessment has been paid, such certificate shall be conclusive evidence of such payment;

(e) procure and maintain adequate liability and hazard insurance on property owned by the Association;

(f) cause all officers or employees having fiscal responsibilities to be bonded, as it may deem appropriate;

(g) cause the Common Area to be maintained.

ARTICLE VIII

OFFICERS AND THEIR DUTIES

Section 1. Enumeration of Offices. The officers of this Association shall be a president and vice-president, who shall at all times be members of the Board of Directors, a secretary, and a

treasurer, and such other officers as the Board may from time to time by resolution create.

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

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

Section 4. Special Appointments. The Board may elect such other officers as the affairs of the Association may require, each of whom shall hold office for such period, have such authority, and perform such duties as the Board may, from time to time, determine.

Section 5. Resignation and Removal. Any officer may be removed from office with or without cause by the Board. Any officer may resign at any time giving written notice to the Board, the president or the secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 6. Vacancies. A vacancy in any office may be filled by appointment by the Board. The officer appointed to such vacancy shall serve for the remainder of the term of the officer he replaces.

Section 7. Multiple Offices. The offices of secretary and treasurer may be held by the same person. No person shall simultaneously hold more than one of any of the other offices except in the case of special offices created pursuant to Section 4 of this Article.

Section 8. Duties. The duties of the offices are as follows:

President

(a) The president shall preside at all meetings of the Board of Directors; shall see that orders and resolutions of the Board

are carried out; shall sign all leases, mortgages, deeds and other written instruments and shall co-sign all checks and promissory notes.

(b) The vice-president shall act in the place and stead of the president in the event of his absence, inability or refusal to act, and shall exercise and discharge such other duties as may be required of him by the Board.

Secretary

(c) The secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board and of the members; serve notice of meetings of the Board and of the members; keep appropriate current records showing the members of the Association together with their addresses, and shall perform such other duties as required by the Board.

Treasurer

(d) The treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and shall disburse such funds as directed by resolution of the Board of Directors; shall sign all checks and promissory notes of the Association; keep proper books of account; cause an annual audit of the Association books to be made by a public accountant at the completion of each fiscal year; and shall prepare an annual budget and a statement of income and expenditures to be presented to the membership at its regular annual meeting, and deliver a copy of each to the members.

ARTICLE IX

COMMITTEES

The Association shall appoint an Architectural Control Committee, as provided in the Declaration, and a Nominating Committee, as provided in these By-Laws. In addition, the Board of Directors shall appoint other committees as deemed appropriate in carrying out its purpose.

ARTICLE X

BOOKS AND RECORDS

The books, records and papers of the Association shall at all times, during reasonable business hours, be subject to inspection by any member. The Declaration, the Article of Incorporation and the By-Laws of the Association shall be available for inspection by any member at the principal office of the Association, where copies may be purchased at reasonable cost.

ARTICLE XI

ASSESSMENTS

As more fully provided in the Declaration, each member is obligated to pay to the Association annual and special assessments which are secured by a continuing lien upon the property against which the assessment is made. Any assessments which are not paid when due shall be delinquent. If the assessment is not paid within thirty (30) days after the due date, the assessment shall bear interest from the date of delinquency at the rate of 10 percent per annum, and the Association may bring an action at law against the Owner personally obligated to pay the same or foreclose the lien against the property, and interest, costs, and reasonable attorney's fees of any such action shall be added to the amount of such assessment. No Owner may waiver or otherwise escape liability for the assessments provided for herein by nonuse of the Common Area or abandonment of his Lot.

ARTICLE XII

CORPORATE SEAL

The Association shall not have a seal.

ARTICLE XII

AMENDMENTS

Section 1. These By-Laws may be amended, at a regular or special meeting of the members, by a vote of a majority of a quorum of members present in person or by proxy, except that the Federal Housing Administration or the Veterans Administration shall have the right to veto amendments while there is Class B membership.

Section 2. In the case of any conflict between the Articles of Incorporation and these By-Laws, the Articles shall control; and in the case of any conflict between the Declaration and these By-Laws, the Declaration shall control.

ARTICLE XIV
MISCELLANEOUS

The fiscal year of the Association shall begin on the first day of January and end on the 31st day of December of every year, except that the first fiscal year shall begin on the date of incorporation.

IN WITNESS WHEREOF, we, being all of the directors of the Hermitage Meadows Homeowners' Association, have hereunto set our hands this 1st day of April, 1983.

Thomas W. Grumke
Jane Barry Grumke
Dan Richard Short
John L. Matthews, Jr.
Peter Weiss

STATE OF TENNESSEE
Davidson County

Personally appeared before me, the undersigned _____, a Notary Public in and for said County and State, the within named Thomas W. Grumke and wife, Jane Barry Grumke, Dan Richard Short, John L. Matthews, Jr., Peter Weiss

the bargainer _____, with whom I am personally acquainted, and who acknowledged that _____ they executed the within instrument for the purposes therein contained. Witness my hand and official seal at Nashville

Tennessee, this 1st day of April

Commission expires 4/22/84

James J. [Signature]
Notary Public
STATE OF TENNESSEE

CERTIFICATION

I, the undersigned, do hereby certify:

THAT I am the duly elected and acting secretary of the Hermitage Meadows Homeowners' Association, a Tennessee corporation, and,

THAT the foregoing By-Laws constitute the original By-Laws of said association as duly adopted at a meeting of the Board of Directors thereof, held on the 1st day of April, 1983.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed the seal of said Association this 1st day of April, 1983.


Secretary

RUSH

IDENTIF. REFERENCE
APR 8 11 20 AM '83
FELIX Z. WILSON, II, REGISTER
DAVIDSON COUNTY, TN

H 4 0 8 5 0

MAIL

This Instrument Prepared By:
Arthur K. Lowen, Attorney
201 4th Avenue North, #1830
Nashville, Tn 37219
615-244-7373

Davidson County AGRMTWARR
Recvd: 03/27/01 08:42 2pgs
Fees: 10.00 Taxes: 0.00

20010327-0029002

AMENDMENT TO BY-LAWS

OF

HERMITAGE MEADOWS HOMEOWNERS' ASSOCIATION

WHEREAS, the By-Laws of Hermitage Meadows Homeowners' Association are of record in Book 6034, Page 383, Register's Office of Davidson County, Tennessee, and

WHEREAS, Article XII of said By-Laws provide that said By-Laws may be amended, at a regular or special meeting of the members of Hermitage Meadows Homeowners' Association, by a vote of a majority of a quorum of members present in person or by proxy, and

WHEREAS, at the Annual Meeting of the members of Hermitage Meadows Homeowners' Association on February 9, 1998, with a quorum present in person or by proxy, a Resolution was presented seeking to increase the size of the Board of Directors to seven (7) persons, and said Resolution was unanimously approved,

NOW, THEREFORE, Article IV, Section 1 of the By-Laws of Hermitage Meadows Homeowners' Association as of record, is AMENDED to read as follows:

Section 1. Number. The affairs of this Association shall be managed by a Board of seven (7) directors, who need not be members of the Association.

The foregoing Amendment shall be effective retroactive to February 9, 1998, upon being recorded in the Register's Office for Davidson County, Tennessee.

Diane Bickelman
Diane Bickelman, President
Hermitage Meadows Homeowners' Association

STATE OF TENNESSEE
COUNTY OF DAVIDSON

Before me, Susan E. Hopper, a Notary Public in and for the State and County aforesaid, personally appeared Diane Bickelman, with whom I am personally acquainted, (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged herself to be the President of Hermitage Meadows Homeowners' Association, and that she as such President, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of the Association by herself as President.

Witness my hand and official seal at office in Nashville, Davidson, County, Tennessee, this 5 day of March, 2001.

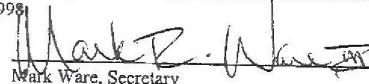
Susan E. Hopper
My Commission Expires NOV 26, 2003

My commission expires: _____

CERTIFICATION

STATE OF TENNESSEE
COUNTY OF DAVIDSON

Comes Mark Ware, after first being duly sworn according to law, and makes oath and states that he is the duly-elected secretary of Hermitage Meadows Homeowners' Association, that he has personal knowledge of the facts set forth herein, and that the foregoing Amendment to the By-Laws of Hermitage Meadows Homeowners' Association was adopted and approved by the unanimous vote of those members of Hermitage Meadows Homeowners' Association present (in person or by proxy) at the Annual Meeting of Hermitage Meadows Homeowners' Association (a quorum being in attendance) on February 9, 1998.

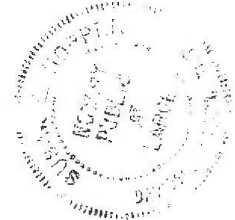

Mark Ware, Secretary
Hermitage Meadows Homeowners Association

2001.

Sworn to and subscribed before me this 15 day of MARCH


Notary Public

My Commission Expires: My Commission Expires JUL 26, 2003



Prepared by:
The Board of Directors for
Hermitage Meadows Homeowners Association, Inc
c/o Ghertner & Company
50 Vantage Way, suite 100, Nashville, TN 37228

Karen Y Johnson Davidson County
Batch# 136644 BYLAWS
09/04/2018 01:53:19 PM 3 pgs
Fees: \$17.00 Taxes: \$0.00



20180904-0087326

AMENDMENT TO THE BY-LAWS

OF

HERMITAGE MEADOWS HOMEOWNERS' ASSOCIATION

WHEREAS, the By-Laws of Hermitage Meadows Homeowner's Association are of record in Book 6034, Page 383, Register's Office of Davidson County, Tennessee, and

WHEREAS, Article XII of said By-Laws provide that said By-Laws may be amended, at a regular or special meeting of the members of Hermitage Meadows Homeowner's Association, by a vote of a majority of a quorum of members present in person or by proxy, and

WHEREAS, at the Annual Meeting of the Members of Hermitage Meadows Homeowner's Association on February 20, 2018, with a quorum present in person or by proxy, a Resolution was presented to amend ARTICLE VII – OFFICERS AND THEIR DUTIES, Section 8. – Duties Treasurer (d), and said Resolution was unanimously approved,

NOW, THEREFORE, ARTICLE VII – OFFICERS AND THEIR DUTIES, Section 8. – Duties Treasurer (d) of the By-Laws of Hermitage Meadows Homeowner's Association as of record, is AMENDED to read as follows:

Current: (d) The treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and shall disburse such funds as directed by resolution of the Board of Directors; shall sign all checks and promissory notes of the Association; keep proper books of account; cause an annual audit of the Association books to be made by a public accountant at the completion of each fiscal year; and shall prepare an annual budget and a statement of income and expenditures to be presented to the membership at its regular annual meeting, and deliver a copy of each to the members.

Amended: (d) The treasurer **shall direct and oversee a management company, selected by the Board of Directors, to** receive and deposit in appropriate bank accounts all monies of the Association and shall disburse such funds as directed by resolution of the Board of Directors; **The Treasurer** shall sign all ~~checks and~~ promissory notes of the Association; keep proper books of account; cause an annual audit of the Association books to be made by a public accountant ~~at the completion of each fiscal year as the~~ **Board of Directors deems necessary**; and shall prepare an annual budget and a statement of income and expenditures to be presented to the membership at its regular annual meeting, and deliver a copy of each to the members.

The foregoing Amendment shall be effective retroactive to February 20, 2018, upon being recorded in the Register's Office for Davidson County, Tennessee.

Evelyn Gammon
President

DATE 6-19-18

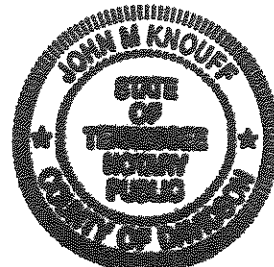
STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

On this 6th day of June, 20 18, Personally appeared before me Evelyn Gammon, President of Hermitage Meadows Homeowners' Association, Inc., with whom I am personally acquainted, (or proved to me on the basis of satisfactory evidence) and who acknowledged that he or she executed the within instrument for the purposes therein contained.

Witness my hand and official seal this 6th day of June, 20 18.

John M. Knouff
Notary Public

My Commission Expires: 3/10/2019

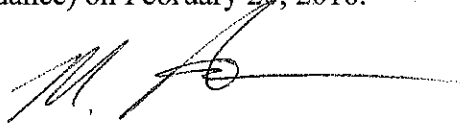


MY COMMISSION EXPIRES:
MARCH 10, 2019

CERTIFICATION

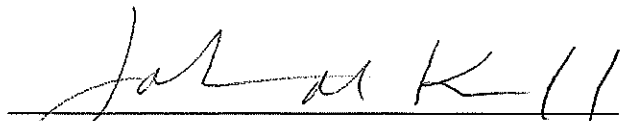
STATE OF TENNESSEE
COUNTY OF DAVIDSON

Comes Mark Allen, after first being duly sworn according to law, and makes oath and states that he is the duly-elected Secretary of Hermitage Meadows Homeowners' Association, that he has personal knowledge of the facts set forth herein, and that the foregoing Amendment to the By-Laws of Hermitage Meadows Homeowner's Association was adopted and approved by the unanimous vote of those members of Hermitage Meadows Homeowners' Association present (in person or by proxy) at the Annual Meeting of Hermitage Meadows Homeowners' Association (a quorum being in attendance) on February 20, 2018.



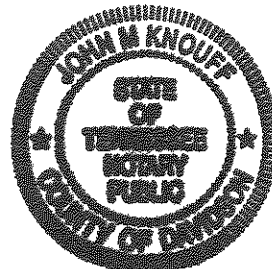
Mark Allen, Secretary
Hermitage Meadows Homeowners' Association

IN WITNESS WHEREOF, the undersigned have executed this instrument as of this 6th day of June, 2018



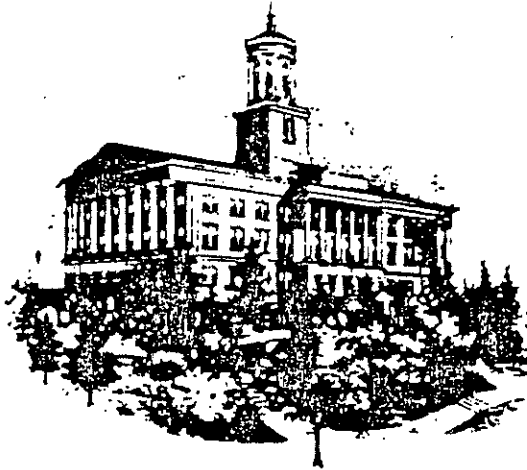
(Notary signature)

My Commission Expires: 3/10/2019



MY COMMISSION EXPIRES:
MARCH 10, 2019

State of Tennessee



BOOK 6034 PAGE 376

Department of State

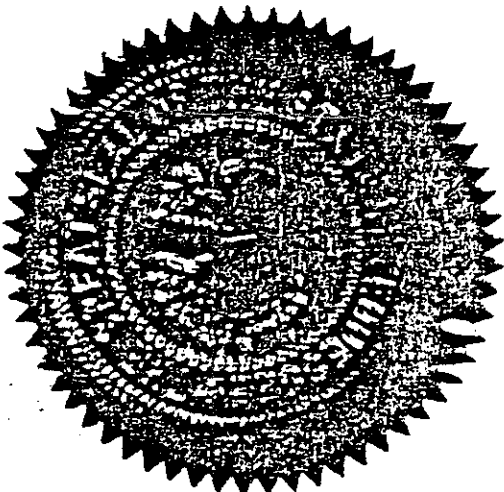
Certificate

The undersigned, as Secretary of State of the State of Tennessee, hereby certifies that the attached document was received for filing on behalf of

HERMITAGE MEADOWS HOMEOWNERS' ASSOCIATION

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 March thirty-first, 19 83.



Deputy Crowell
Secretary of State

by Kay Garrison
Deputy

RUSH

FILED IN THE CLERK'S OFFICE
DAVIDSON COUNTY, TN

APR 8 11 27 AM '83

IDENTIF. REFERENCE

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SECRETARY OF STATE
1983 MAR 31 AM 10:06

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ARTICLES OF INCORPORATION

OF

HERMITAGE MEADOWS HOMEOWNERS'

ASSOCIATION

BOOK 6034 PAGE 377

In compliance with the requirements of Tennessee General Corporation Act, the undersigned, all of whom are residents of Nashville, Davidson County, Tennessee and all of whom are of full age, have this day voluntarily associated themselves together for the purpose of forming a corporation not for profit and do hereby certify:

ARTICLE I

The name of the corporation is Hermitage Meadows Homeowners' Association, hereafter called the "Association".

ARTICLE II

The principle office of the Association is located at 3811 Central Pike, Hermitage, Tennessee 37076. (Davidson County)

ARTICLE III

Peter Weiss, Attorney at Law, whose address is 1208 Fidelity Federal Building, Nashville 37219, is hereby appointed the initial registered agent of this Association.

ARTICLE IV

PURPOSE AND POWERS OF THE ASSOCIATION

This Association does not contemplate pecuniary gain or profit to the members thereof, and the specific purposes for which it is formed are to provide for maintenance, preservation and architectural control of the residence Lots and Common Area within that certain tract of property described as:

Beginning at a point on the north margin of Central Pike, 658.9 feet east of the east margin of Dodson Chapel Road;

Thence, Leaving Central Pike, N 01°12' 47" W, 239.89 feet to a point;

Thence, N 89°59'47" W, 320.00 feet to an iron pin;

Thence, N 00°49'40" W, 410.34 feet to an iron pin;

Thence, S 88°40'30" W, 24.50 feet to an iron pin;

Thence, N 00°49'40" W, 398.00 feet to a concrete monument;

Thence, N 88°40'30" E, 578.88 feet to an iron pin;

Thence, S 04°42'55" E, 709.07 feet to an iron pin;

Thence, S 21°44'00" E, 282.15 feet to a point;

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S 28°49'55" E, 105.25 feet to a concrete monument on the north margin of Central Pike;
Thence, with Central Pike, N 89°59'47" W, 430.99 feet to the point of beginning.

BOOK 6034 PAGE 378

Containing 13.228 acres more or less, and being part of the property conveyed to Thomas W. Grumke and wife, Jane Barry Grumke by deed from Nina Peek Sullivan of record in Book 5962, page 229. Register's Office for Davidson County.

and to promote the health, safety and welfare of the residents within the above-described property and any additions thereto as may hereafter be brought within the jurisdiction of this Association for this purpose to:

(a) exercise all of the powers and privileges and to perform all of the duties and obligations of the Association as set forth in that certain Declaration of Covenants, Conditions and Restrictions, hereinafter called the "Declaration", applicable to the property and recorded or to be recorded in the Office of Register of Deeds, Nashville, Davidson County, Tennessee and as the same may be amended from time to time as therein provided, said Declaration being incorporated herein as if set forth at length;

(b) fix, levy, collect and enforce payment by any lawful means, all charges or assessments pursuant to the terms of the Declaration; to pay all expenses in connection therewith and all office and other expenses incident to the conduct of the business of the Association, including all licenses, taxes or governmental charges levied or imposed against the property of the Association;

(c) acquire (by gift, purchase or otherwise), own, hold, improve, build upon, operate, maintain, convey, sell, lease, transfer, dedicate for public use or otherwise dispose of real or personal property in connection with the affairs of the Association;

(d) borrow money, and with the assent of two-thirds (2/3) of each class of members mortgage, pledge, deed in trust, or hypothecate any or all of its real or personal property as security for money borrowed or debts incurred;

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(e) dedicate, sell or transfer all or part of the Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless an instrument has been signed by two-thirds (2/3) of each class of members, agreeing to such dedication, sale or transfer;

BOOK 6034 PAGE 379

(f) participate in mergers and consolidations with other nonprofit corporations organized for the same purposes or annex additional residential property and Common Area, provided that any such merge, consolidation or annexation shall have the assent of two-thirds (2/3) of each class of members,

(g) have and to exercise any and all powers, rights and privileges which a corporation organized under the Non-Profit Corporation Law of the State of Tennessee by law may now or hereafter have or exercise.

ARTICLE V

MEMBERSHIP

Every person or entity who is a record owner of a fee or undivided fee interest in any Lot which is subject by covenants of record to assessment by the Association, including contract sellers, shall be a member of the Association. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment by the Association.

ARTICLE VI

VOTING RIGHTS

The Association shall have two classes of voting membership:

Class A. Class A members shall be all Owners, with the exception of the Declarant, and shall be entitled to one vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as they determine, but in no event shall more than one vote be cast with respect to any Lot.

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1983 MAR 31 AM 10 07

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Class B. The Class B member(s) shall be the Declarant (as defined in the Declaration), and shall be entitled to three (3) votes for each Lot owned. The Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs earlier:

BOOK 6034 PAGE 380

- (a) when the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership; or
- (b) on January 1, 1986.

ARTICLE VII

BOARD OF DIRECTORS

The affairs of this Association shall be managed by a Board of five (5) Directors, who need not be members of the Association. The number of directors may be changed by amendment of the By-Laws of the Association. The names and addresses of the persons who are to act in the capacity of directors until the selection of their successors are:

<u>NAME</u>	<u>ADDRESS</u>
Thomas W. Grumke	3811 Central Pike, Hermitage, TN 37076
Jane Barry Grumke	3811 Central Pike, Hermitage, TN 37076
Peter Weiss	1208 Fidelity Federal Bldg., Nashville, TN 37219
John Matthews	20th Floor, L&C Tower, Nashville, TN 37219
Richard Short	472 Bakertown Road, Nashville, TN 37211

At the first annual meeting the members shall elect one directors for a term of one year, two directors for a term of two years and two directors for a term of three years; and at each annual meeting thereafter the members shall elect replacement directors for a term of three years.

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ARTICLE VIII
DISSOLUTION

BOOK 6034 PAGE 381

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 that such dedication is refused acceptance, such assets shall be granted, conveyed and assigned to any nonprofit corporation, association, trust or other organization to be devoted to such similar purposes.

ARTICLE IX
DURATION

The corporation shall exist perpetually.

ARTICLE X
AMENDMENTS

Amendment of these Articles shall require the assent of 75 percent (75%) of the entire membership.

ARTICLE XI
FHA/VA APPROVAL

As long as there is a Class B membership, the following actions will require the prior approval of the Federal Housing Administration or the Veterans Administration: annexation of additional properties, mergers and consolidations, mortgaging of Common Area, dedication of Common Area, dissolution and amendment of these Articles.

FILED
SECRETARY OF STATE
1983 MAR 31 AM 10 07

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IN WITNESS WHEREOF, for the purpose of forming this corpora-
tion under the laws of the State of Tennessee, we, the undersign-
ed, constituting the incorporators of this Association, have exe-
cuted these Articles of Incorporation this 31st day of March
 , 1983.

BOOK 6034 PAGE 382

Thomas W. Grumke
Thomas W. Grumke

Jane Barry Grumke
Jane Barry-Grumke

STATE OF TENNESSEE
Davidson County

Personally appeared before me, the undersigned, a Notary
Public in and for said County and State, the within named Thomas
W. Grumke, and wife, Jane Barry Grumke, the bargainors, with whom
I am personally acquainted, and who acknowledged that they
executed the within instrument for the purposes therein contained.
Witness my hand and official seal at Nashville, Tennessee, this
31st. day of MARCH, 1983.

Commission expires 4/22/84

[Signature]
Notary Public

Secretary of State
Corporations Section
James K. Polk Building, Suite 1800
Nashville, Tennessee 37219

DATE: 01/23/88
REQUEST NUMBER: 744-2458
TELEPHONE CONTACT: (615) 741-2837
FILING DATE/TIME: 01/07/88 0856
EFFECTIVE DATE/TIME: 01/07/88 0856
CONTROL NUMBER: 0125968

TO:
HERMITAGE MEADOWS HOMEOWNERS ASSOCIATION
149 S BELLE FOREST CIR
NASHVILLE, TN 37221

BOOK 7466 PAGE 25

RE:
HERMITAGE MEADOWS HOMEOWNERS' ASSOCIATION
CHARTER AMENDMENT

THIS WILL ACKNOWLEDGE THE FILING OF THE ENCLOSED DOCUMENT ON THE DATE SHOWN ABOVE TO BE EFFECTIVE AS INDICATED.

PLEASE BE ADVISED THAT THIS DOCUMENT MUST ALSO BE FILED IN THE OFFICE OF THE REGISTER OF DEEDS IN THE COUNTY WHEREIN A CORPORATION HAS ITS PRINCIPAL OFFICE IF SUCH PRINCIPAL OFFICE IS IN TENNESSEE.

WHEN CORRESPONDING WITH THIS OFFICE OR SUBMITTING DOCUMENTS FOR FILING, PLEASE REFER TO THE CORPORATION CONTROL NUMBER GIVEN ABOVE.

0.37.1.0.

IDENTIFIER REFERENCE

FEB 9 1 36 PM '88

FELIX Z. ALLEN, CLERK
DAVIESS COUNTY, TN

MAR 2 1988

FOR: CHARTER AMENDMENT

FROM: *Mais*
YOGARR & ASSOCIATES, INC.
149 BELLE FOREST CIR
NASHVILLE, TN 37221

RECEIVED: \$10.00

ON DATE: 12/08/87

RECEIPT NUMBER: 00000724848
ACCOUNT NUMBER: 00002379

5420 02/09 0101 03CHECK 5.00



SS-4458

Gentry Crowell

GENTRY CROWELL
SECRETARY OF STATE

FILED

RECORDED
NOV 27 AM 8 50
T.C.

1-4 12-1-13 B

Form No. 6
Section 48-1-3

BOOK 7466 PAGE 26

ARTICLES OF AMENDMENT TO THE CHARTER

OF

HERMITAGE MEADOWS HOMEOWNERS' ASSOCIATION

Pursuant to the provisions of Section 48-1-303 of the Tennessee General Corporation Act, the undersigned corporation adopts the following articles of amendment to its charter:

1. The name of the corporation is:

HERMITAGE MEADOWS HOMEOWNERS' ASSOCIATION

2. The amendment adopted is (Insert Amendment):

ADDRESSES TO BE:

1498 Belle Forest Cir.
NASHVILLE, TN. 37221

3. The amendment was duly adopted (at a meeting) (by the unanimous written consent) of the ~~(shareholders)~~ (members) on November 24, 1987. (Strike inapplicable words)

4. If a corporation for profit, the manner, if not set forth in such amendment, in which any exchange, reclassification or cancellation of issued shares provided for in the amendment shall be effected is as follows:

5. If the amendment is not to be effective when these articles are filed by the Secretary of State, the date it will be effective is _____, 19____ (not later than thirty (30) days after such filing).

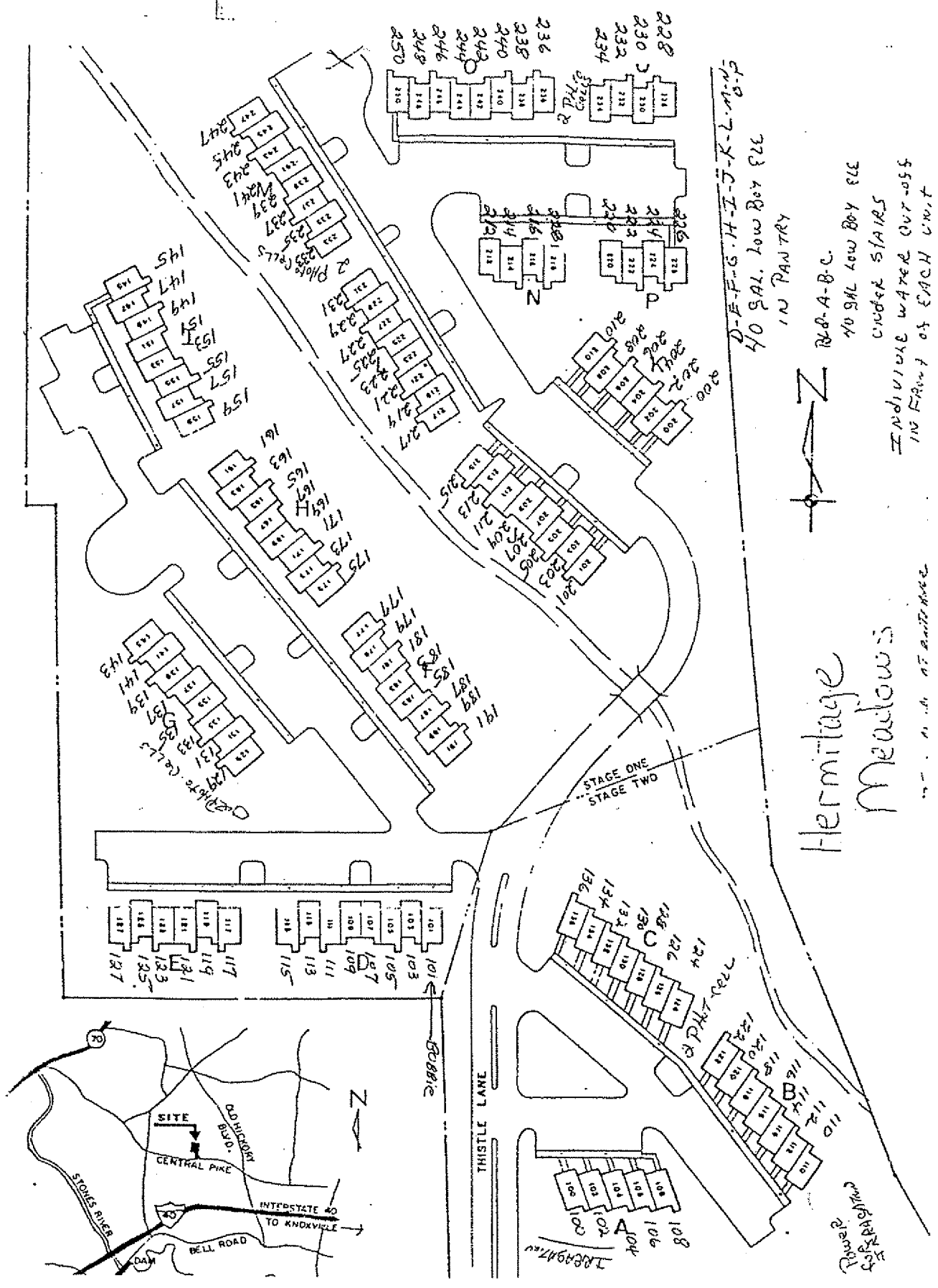
Dated: December 21, 1987

Hermitage Meadows Homeowners' Association

Name of Corporation

By: [Signature]

Signature



Hermitage Meadows

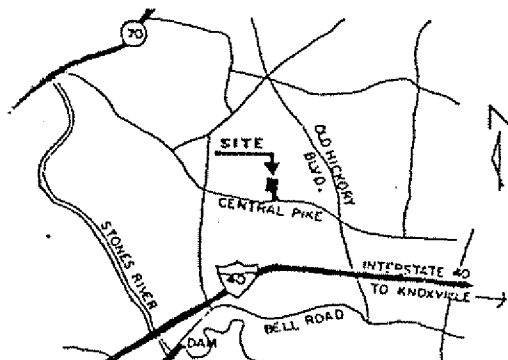
D-E-F-G-H-I-J-K-L-M-N
 40 GAL. LOW BOY FLE
 IN PANTRY

R-B-A-B-C
 40 GAL LOW BOY FLE
 UNDER STAIRS
 INDIVIDUAL WATER OUT-OFF
 IN FRONT OF EACH UNIT



STAGE ONE
 STAGE TWO

THISTLE LANE



BOBBIE

THISTLE LANE

TREASURY