Bk 50

Secretary of State
Corporations Section
James K. Polk Building, Suite 1800
Nashville, Tennessee 37243-0306

DATE: 04/17/90
REQUEST NUMBER: 1724-0706
TELEPHONE CONTACT: (615) 741-0537
FILE DATE/TIME: 04/17/90 1406
EFFECTIVE DATE/TIME: 04/17/90 1406
CONTROL NUMBER: 0227496

TO:
STOKES & BARTHOLOMEW, P.A.
424 CHURCH STREET
28TH FLOOR
NASHVILLE, TN 37219

BOOK 8090 PAGE 691

RE:
THE WITHWORTH HOMEOWNERS ASSOCIATION
CHARTER - NONPROFIT

CONGRATULATIONS UPON THE INCORPORATION OF THE ABOVE ENTITY IN THE STATE OF TENNESSEE. THE CHARTER DOCUMENT IS ENCLOSED AND IS EFFECTIVE AS INDICATED ABOVE.

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.

A CORPORATION ANNUAL REPORT MUST BE FILED WITH THE SECRETARY OF THE STATE ON OR BEFORE THE FIRST DAY OF THE FOURTH MONTH FOLLOWING EACH ANNIVERSARY DATE OF INCORPORATION. THIS OFFICE WILL MAIL THE REPORT DURING THE ANNIVERSARY MONTH TO THE CORPORATION AT THE ADDRESS OF ITS PRINCIPAL OFFICE OR TO A MAILING ADDRESS PROVIDED TO THIS OFFICE IN WRITING. FAILURE TO FILE THIS REPORT OR TO MAINTAIN A REGISTERED AGENT AND OFFICE WILL SUBJECT THE CORPORATION TO ADMINISTRATIVE DISSOLUTION.

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

19787

IDENTIF. REFERENCE

APR 18 12 09 PM '90

DAVIDSON COUNTY TN.

2283 04/18 0101 03CHECK 6-50

RECORDER'S MEMO
Legibility of writing, typing or printing for this document unsatisfactory.

FOR: CHARTER - NONPROFIT

RECEIVED: $50.00

ON DATE: 04/17/90

RECEIPT NUMBER: 00001060328
ACCOUNT NUMBER: 00109388

FROM:
STOKES & BARTHOLOMEW, P.A.
424 CHURCH STREET
28TH FLOOR
NASHVILLE, TN 37219

BRYANT MILLSAPS
SECRETARY OF STATE

SS-4458

FILED

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CHARTER

OF

THE WHITWORTH HOMEOWNERS ASSOCIATION

The undersigned natural person, having capacity to contract and acting as incorporator of a corporation under the Tennessee Nonprofit Corporation Act, as amended, does hereby adopt the following Charter for such Corporation.

ARTICLE I

The name of the Corporation is THE WHITWORTH HOMEOWNERS ASSOCIATION.

ARTICLE II

The period of duration of the Corporation is perpetual.

ARTICLE III

The address of the principal office of the Corporation in the State of Tennessee shall be The Whitworth Homeowners Association, 401 Elmington Avenue, Nashville, Tennessee 37205.

The initial registered office of the Corporation is located at 401 Elmington Avenue, Nashville, Tennessee 37205; the county in which such office is located is Davidson County. The initial registered agent at the office is G. H. Christianson, II.

ARTICLE IV

The Corporation is to be not for profit. The Corporation is a mutual benefit corporation.

FILED

ARTICLE V

The name and address of each incorporator of the Corporation is as follows:

Rusty L. Moore
424 Church Street
Suite 2800
Nashville, Tennessee 37219

ARTICLE VI

The purpose for which the Corporation is organized is to provide an entity for the administration and operation of the residential units situated in the residential subdivision known as Whitworth, Phase 01, of record in Plat Book 7900, Pages 47, 48, 49, 50, 51, and 78, in the Register's Office for Davidson County, Tennessee (hereinafter collectively called the "Property" and the individual lots which comprise the "Property" are herein collectively and individually called the "Residential Units"), in accordance with the provisions of the Declaration of Covenants, Conditions and Restrictions pertaining to said subdivision and filed of record in Book 8026, Page 305 Register's Office for Davidson County, Tennessee, and the Declaration of Annexation of Whitworth pertaining to said subdivision of record in Book 8047 page 243, Register's Office for Davidson County, Tennessee (said Declaration of Covenants Conditions and Restrictions and Declaration of Annexation being incorporated herein by this reference as though set forth herein verbatim and are herein collectively called, the "Declaration"), together with the Residential Units situated in any subsequently developed lands

which are duly annexed to said Property in the manner specified in said Declaration (hereinafter referred to as an "Annexed Subdivisions") and to use the maintenance fund thereby created to provide and pay for such services and things as the Board of Directors of the Corporation shall deem necessary or advisable from time to time for the maintenance, improvement, and general benefit of said Property and any Annexed Subdivision, including the approaches thereto and adjacent streets and rights-of-way, all to be in accordance with the provisions of said Declaration and the deed restrictions covering any duly Annexed Subdivision, and to do all such other acts and things which the Corporation shall deem reasonable or necessary in connection with the foregoing purposes and to do all such other acts or things as may be allowable under applicable law, including the Tennessee Nonprofit Corporation Act, as amended from time to time.

ARTICLE VII

The Corporation is to have members. The members of the Corporation shall consist of all of the owners of the Residential Units. The membership of a member shall terminate upon the sale, transfer, or other disposition of his or its ownership interest in a Residential Unit. Change of membership in the Corporation shall be consummated by the transfer of title to a Residential Unit as set forth in the Declaration. Membership shall not terminate upon the death or termination of existence of any member. Each membership is transferable, but only to the extent set forth in Article VIII hereof.

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ARTICLE VIII

Every person or entity owning of record or hereafter acquiring either the entire fee title or an undivided interest in the fee title to any Residential Unit which is situated in the initial subdivision or an Annexed Subdivision shall be a member of this Corporation. (The foregoing is not intended to include persons or entities holding an interest in a unit merely as security include for the performance of an obligation.) Membership shall be appurtenant to the ownership of a Residential Unit and a member's interest in the Corporation and cannot be assigned, hypothecated, or transferred in any manner, except as an appurtenance to the ownership of a Residential Unit.

This Corporation shall have two classes of members, designated as Class A and Class B, said classes and their voting rights being defined as follows:

Class A members shall be all of the owners of Residential Units situated in the Property and any Annexed Subdivision, except for RCC Associates, L.P., a Delaware limited partnership (the "Developer"), prior to termination of its Class B membership. If, however, Developer owns one or more Residential Unit(s) upon or after the termination of the Class B membership, then Developer shall become a Class A member. Except for matters concerning special assessments and amendments to the Declaration, Class A members shall not be entitled to vote until the termination of the Class B membership, at which time Class A members shall be entitled to one vote for each Residential Unit owned. If any Residential

Unit is owned by more than one person or entity, the vote shall be exercised as they among themselves shall determine, but in no event shall the vote or votes with respect to any jointly owned Residential Unit be cast separately.

The Class B member shall be the Developer and the successors and assigns of the Developer. Except for special assessments and amendments to the Declaration, the Class B member shall be the only member entitled to vote until such time as the Class B membership shall cease. The Class B member shall be entitled to four (4) votes for each Residential Unit owned. The Class B membership shall terminate and cease upon the first to occur of the specific written termination by Developer or September 1, 2003.

ARTICLE IX

Any Director elected by the members of the Corporation may be removed from the Board, with cause, by the vote of three-fifths (3/5ths) of those members of the Corporation who were entitled to vote for the election of such Director.

No Director shall receive compensation for any service rendered to the Corporation.

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 unanimous consent of all the Directors, provided that the action so taken is stated in writing, signed by all the Directors, and recorded in the minutes of the Corporation. Any action so taken and recorded shall have the same effect as though taken at a meeting of the Directors.

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ARTICLE X

This Corporation may be dissolved with the assent given in writing and signed by not less than two-thirds (2/3) of the membership. Upon dissolution of the Corporation, other than incident to a merger or consolidation, the assets of the Corporation shall be dedicated to an appropriate public agency to be used for purposes similar to those for which this Corporation was created. In the event that such dedication is not accepted, such assets shall be conveyed and assigned to any non-profit Corporation, association, trust or other organization which is devoted to similar purposes.

ARTICLE XI

Every Director or Officer of this Corporation shall be indemnified by the Corporation against all expenses and liabilities, including counsel fees, reasonably incurred by or imposed on such Director or Officer in connection with any controversy or proceeding to which he or she may be made a party, or may become involved, by reason of being or having been a Director or Officer at the time such expenses or liabilities are incurred, except in cases where such Director or Officer is adjudged to be guilty of willful misfeasance or malfeasance in the performance of his or her duties of office; provided, that in the event of a settlement of any such controversy or proceeding, the indemnification herein shall apply only when the Board of Directors approves such settlement and any related reimbursement as being in the best interests of the Corporation. The foregoing right of

indemnification shall be in addition to and not exclusive of all other rights to which any Director of Officer may be entitled.

ARTICLE XII

A director of the Corporation shall not be liable to the Corporation or its members for monetary damages for breach of fiduciary duty as a director; provided, however, that this provision does not eliminate or limit the liability of a director (i) for any breach of the director's duty of loyalty to the Corporation or its members, (ii) for acts or omissions not in good faith or which involve intentional misconduct or a knowing violation of law, or (iii) for a distribution to members that is unlawful. If Tennessee law is amended or modified to authorize corporate action eliminating or further limiting the personal liability of directors, then the liability of a director of the Corporation shall thereupon be eliminated or limited, without the necessity of further amendment of this Charter, to the fullest extent permitted by Tennessee law. Any repeal or modification of the provisions of this Article XII shall not adversely affect any right or protection of a director of the Corporation existing at the time of such repeal or modification.

IN WITNESS WHEREOF, the incorporator hereunto subscribed his signature this 16TH day of April, 1990.

Rusty L. Moore, Incorporator

Address: 424 Church Street
Suite 2800
Nashville, TN 37219