

THIS INSTRUMENT PREPARED BY:  
MURFREE, COPE, HUDSON & SCARLETT  
16 Public Square North  
Murfreesboro, TN 37130

BY-LAWS OF  
STRATFORD HALL HOMEOWNERS' ASSOCIATION, INC.

ARTICLE ONE

NAME AND LOCATION

The name of the corporation is 'STRATFORD HALL HOMEOWNERS' ASSOCIATION, INC.', hereinafter referred to as the "Association". The principal office of the corporation shall be located at 201 South Church Street, Third Floor, Murfreesboro, Tennessee 37130, but meetings of members and directors may be held at such places within the state of Tennessee, County of Rutherford, City of Murfreesboro, as may be designated by the Board of Directors.

ARTICLE TWO

DEFINITIONS

SECTION 1: "Association" shall mean and refer to STRATFORD HALL HOMEOWNERS' ASSOCIATION, INC., its successors and assigns.

SECTION 2: "Property" 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 this 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 a fee simple title to any lot or unit 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 Scottla Chase Venture, its successors and assigns, if such successors or assigns should acquire more than one undeveloped lot from the

developer for the purpose of development.

SECTION 7: "Declaration" shall mean and refer to the restrictive covenants applicable to the properties recorded in the Register's Office of Rutherford County, Tennessee.

SECTION 8: "Member" shall mean and refer to those persons entitled to membership as provided in the Charter of the Homeowners' Association.

SECTION 9: "Unit" shall mean and refer to any portion of a building situated upon the properties designed and intended for use and occupancy as a residence by a single family.

### ARTICLE THREE

#### MEMBERSHIP

SECTION 1. Membership: The total number of memberships shall not exceed the number of units in the project, including any future expansions of the project. Any person becoming an owner of a unit shall automatically become a member of this Association, and shall be subject to the provisions of the Articles of Incorporation and of these By-Laws. Such membership shall terminate without any Association action whenever such person ceases to own a unit, but such termination shall not relieve or release any such former owner of any liability or obligation incurred under or in connection with the Association during the period of such ownership or membership in the Association. No certificates of stock shall be issued by the Association, but the Board of Managers may, if it so elects, issue one (1) membership card to the owner or owners of a unit. Such membership card shall be surrendered whenever an ownership unit designated thereon shall terminate.

SECTION 2. Classes: The Association shall have two (2) classes of membership, Class "A" and Class "B", as follows:

Class A. Class A members shall be all Owners, with the exception of the Class B members, if any. Class A members shall include Owners of such Residential Units as may be annexed by Subsequent Amendment.

Class A members shall be entitled on all issues to one (1) vote for each Residential Unit in which they hold the interest required for membership by Section hereof; there shall be only one (1) vote per Unit. When more than one person holds such interest in any Residential Unit, the vote for such Residential Unit shall be exercised as those persons themselves determine and advise the Secretary of the Association prior to any meeting according to the procedures and other requirements set forth in the By-Laws. In the absence of such advice, the Residential Unit's vote shall be suspended in the event more than one person seeks to exercise it.

Class B. The Class B member(s) shall be the Declarant

who takes title for the purpose of development and sale and who is designated as such in a recorded instrument executed by Declarant or its successor. The Class B members shall originally be entitled to four (4) votes for each Residential Unit owned. The Class E membership shall terminate and become converted to Class A membership upon the happening of the earlier of the following: (i) the 1st day of January, 2010; or (ii) when, in its discretion, the Declarant so determines. From and after the happening of these events, whichever occurs earliest, the Class B member shall be deemed to be a Class A member entitled to one (1) vote for each Residential Unit in which it holds the interest required for membership under Section 1 hereof. At such time, the Declarant shall call a meeting, as provided in the By-Laws for special meetings, to advise the membership of the termination of Class B status. Declarant shall also be a Class B member with respect to Residential Units it owns which are annexed by subsequent amendment until such time as such membership is converted to Class A membership as set forth above.

ARTICLE FOUR

Amended  
12-16-10

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 7:00 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 the votes of the Class A membership. No business shall be transacted at a special meeting except as stated in the notice, unless by consent of the owners of two-thirds (2/3) of the units, either in person or by proxy.

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 fifteen (15) days before said meeting to each member entitled to vote therein, addressed to the member's last address 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 (1/10th) 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 therein shall have the 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 or unit.

ARTICLE FIVE

*Amended 12 10 10*

BOARD OF DIRECTORS, SELECTION, TERM OF OFFICE

SECTION 1. Number: The affairs of this Association shall be managed by a Board of three (3) Directors, who need not be members of the Association or officers, agents, directors, representatives, or employees of Declarant.

SECTION 2. Term of Office: At the first annual meeting, the members shall elect one (1) Director for a term of one (1) year, one (1) Director for a term of two (2) years, and one (1) Director for a term of three (3) years; and at each annual meeting thereafter, the members shall elect Directors for a term of three (3) 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 in directing the affairs of the Association. However, any Director may be reimbursed for his actual expenses incurred in the performance of his duties, and may be paid for such professional services rendered to the Association at its request.

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 SIX

Amended  
12 17 09

NOMINATION AND ELECTION OF DIRECTORS

SECTION 1. Nomination for Election of the Board of Directors: The Nominating Committee shall consist of a Chairman, who shall be a member of the Board of Directors, and two (2) or more members of the Association. The Nominating Committee shall be appointed by the Board of Directors 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 SEVEN

MEETINGS OF DIRECTORS

SECTION 1. Regular Meetings: Regular meetings of the Board of Directors shall be held quarterly or more often if necessary, without notice, at such place and hour as may be fixed from time to time by resolution of the Board.

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 (2) 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 EIGHT

POWERS AND DUTIES OF THE BOARD OF DIRECTORS

SECTION 1. Powers: The Board of Directors shall have the powers and duties necessary for the administration of the affairs of the Association for the operation and maintenance of the project including, but not limited to, the following:

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

(b) Suspend the voting rights 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 sixty (60) days for infraction of published rules and regulations; notice will be given to any member at least five (5) days in advance stating the violation, stating a time and place for such hearing, and allowing the member to present his rebuttal or explanation, if any, at such hearing; and

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

(d) Establish, levy, assess, and collect the assessments or charges that may be necessary; and

(e) 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

(f) Appoint and remove at pleasure all officers, agents and employees of the corporation, prescribe their duties, fix their compensation, and require from them such bond as may be deemed necessary or required. Nothing contained in these By-Laws shall be construed to prohibit the employment of any member, officer or Director of the corporation in any other capacity whatsoever.

SECTION 2. Duties: It being 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 meetings 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; and

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

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

(i) fix the amount of the annual assessment against each lot or unit in advance of each annual assessment period, but failure to do so will not waive the Association's right to such assessment;

(ii) send written notice of the annual assessment to every owner subject thereto in advance of each annual assessment period; and

(iii) foreclose the lien within a reasonable time against any property for which assessments are not paid, or to bring an action at law against the owner personally obligated to pay the same; and

(iv) issue, or 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 such certificates. If such certificate states an assessment has been paid, such certificate shall be conclusive evidence of such payment as of the date of issuance; and

(v) to obtain, maintain and pay for such insurance policies or bonds, whether or not required by any provision of the Declaration or By-Laws, as the Association shall deem appropriate for the protection or benefit of the Association, the members of the Board of any standing committee, tenants or guests, including, but without limitation, worker's compensation, malicious mischief, automobile non-ownership insurance, performance of fidelity bonds, and area liability and hazard insurance; and,

(vi) cause any Common Area to be maintained; and

(vii) cause the exteriors of the dwellings to be maintained as set forth in the Declaration.

(viii) fulfill the duties listed in the Declaration of Covenants, Conditions, and Restrictions for Stratford Hall.

ARTICLE NINE

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, and a Secretary/Treasurer, and such other officers as the Board may from time to time by Resolution create.

SECTION 2. Time of 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 or she 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: 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 officers 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 co-sign all promissory notes of the Association, leases, mortgages, deeds and other written instruments.

#### Vice-President

(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 or her by the Board.

#### Secretary/Treasurer

(c) The Secretary/Treasurer 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 the corporate seal of the Association and affix it on all papers requiring said seal; 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. The Secretary/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 co-sign all promissory notes of the Association, leases, mortgages, deeds and other written documents; keep proper books of account; cause an annual audit of the Association's 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 TEN

#### INDEMNIFICATION OF DIRECTORS AND OFFICERS

The Association shall indemnify every Director or officer, and his or her heirs, executors and administrators against all losses, costs and expenses, including legal counsel fees, reasonably incurred by him or her in connection with any action, suit or proceeding in which he or she may be made a party by reason of his or her being or having been a Director or officer of the Association, except as to matters as to which he or she shall be finally adjudged in such action, suit or proceeding to be liable for gross negligence or willful misconduct. In the event of a settlement, indemnification shall be provided only in connection with such matters covered by the settlement as to which the Association is advised by counsel that the person to be indemnified has not been guilty of gross negligence or willful misconduct in the performance of his or her duty as such Director or officer.

relation to the matter involved. All liability, loss, damage, costs, and expenses incurred or suffered by the Association by reason arising out of or in connection with the foregoing indemnification provisions shall be treated and handled by the Association as common expenses.

## ARTICLE ELEVEN

### OBLIGATIONS OF THE OWNERS

SECTION 1. Assessments: Except as otherwise provided in the Declaration, all owners shall be obligated to pay to the monthly assessments imposed by the Association to meet the common expenses, and payment thereof shall be made not later than on the tenth (10th) day following the mailing of the monthly statement to the address of the owner. All such assessments, as set by the Board pursuant to the Declaration, Articles and the By-Laws, shall be due and payable monthly in advance. A member shall be deemed to be in good standing and entitled to vote at any annual or special meeting of members, within the meaning of these By-Laws, if, and only if, he or she shall have fully paid all assessments made or levied against him or her.

### SECTION 2. Maintenance and Repair:

(a) Except as may be provided in the Declaration, every owner must perform promptly at his or her own expense all maintenance and repair work within their unit and lot, which, if omitted, would affect the project in its entirety or any part belonging to another person.

(b) All the repairs of internal installation of the unit, such as water, lights, gas, power, sewage, telephones, sanitary installations, doors, windows, windowpanes, electrical fixtures, and all other accessories, equipment, fixtures including any air conditioning equipment belonging to the unit, shall be at the owner's expense, and owner shall be obligated to reimburse the Association or another unit owner upon receipt of a statement for any expenditures incurred by the Association or other unit owner or both in repairing, replacing, or restoring any common element or any part of a unit damaged as a result of the negligence or other tortious conduct of such owner, member of his or her family, agent, employee, invitee, licensee, or tenant.

### SECTION 3. Materialmen's Judgment or Tax Liens:

Each owner agrees to indemnify and to hold each of the other owners harmless from any and all materialmen's judgment or tax liens filed against other units in the appurtenant general common elements for labor, materials, services, or other products incorporated in the owner's unit. In the event suit for

foreclosure for a materialmen's judgment or tax lien is commenced then within ninety (90) days thereafter, such owner shall be required to deposit with the Association cash or appropriate bond equal to the amount of such claim, plus interest, for one (1) year, together with the sum of \$100.00. Such sum or bond shall be held by the Association pending final adjudication or settlement of the claim for litigation. Disbursements of such funds or proceeds shall be made by the Association to ensure payment of or on account of such final judgment or settlement. Any deficiency shall be paid for by the subject owner, and his failure to so pay shall entitle the Association to make such payment, and the amount thereof shall be a debt of the owner and a lien against his or her unit which may be foreclosed as provided in the Declaration.

SECTION 4. Compliance:

(a) Each owner shall comply strictly with the provisions of the Declaration.

(b) Each owner shall always endeavor to observe and promote the cooperative purposes for the accomplishment of which Stratford Hall was built.

SECTION 5. Use of Common Areas: General common elements and any limited common elements shall be used in accordance with the purpose for which they were intended without hindering or encroaching upon the lawful rights of the other owners.

SECTION 6. Access to Lot or Unit:

(a) An owner shall permit the managing agent or the person authorized by the Board of Directors the right of access to the owner's unit and lot from time to time during reasonable hours that may be necessary for the maintenance, repair or replacement of the common elements, or at any time necessary by the managing agent or Board of Directors for the making of emergency repairs to prevent damage to any of the common elements or other units.

(b) An owner shall permit other owners or their representatives, when so required, to enter his or her unit for the purpose of performing installations, alterations or repairs to the mechanical or electrical services, provided their request for entry is made in advance and such entry is at a time convenient to the owner. In the case of an emergency, such right of entry shall be immediate.

SECTION 7. Rules and Regulations:

(a) No resident of the project shall in any way violate the rules and regulations set forth in the Declaration. In addition, owners and occupants of units shall exercise extreme care to avoid making or permitting to be made loud or objectional.

noises, and using or playing or permitting to be used or played any musical instruments, radios, phonographs, television sets, amplifiers, or any other instruments or devices in such a manner as may disturb or tend to disturb owners, tenants or other occupants of units.

(b) Owners, tenants or guests shall not hang garments, rugs and other materials from the windows or from any of the facades or balconies of the building or any of the improvements.

(c) Owners, tenants or guests shall not throw garbage or trash outside the disposal installations provided for those purposes.

(d) No owner, tenant or lessee shall install wiring for electrical or telephone installation, television antennas, machines or air conditioning units on the exterior of the project or that protrude through the walls or the roof of the project, except as expressly authorized in writing by the Board of Directors.

(e) The rental of any unit shall be in accordance with the rules and regulations established for such rental by the Board of Directors.

(f) The Board of Directors and/or the managing agent reserves the power to establish, make and enforce compliance with such additional rules and regulations which may be necessary for the operation, use and occupancy of this planned unit development project, with the right to amend same from time to time. Among those rules and regulations which the Board of Directors may make is the prohibition of the keeping of any animals in any unit.

## ARTICLE TWELVE

### MORTGAGES

SECTION 1. Notice to the Association: Any owner who mortgages a unit shall notify the Association, giving the name and address of the mortgagee. The Association shall maintain such information in a book or on a list entitled "Mortgages of Units".

SECTION 2. Notice of Unpaid Assessments: The Association shall, at the request of a mortgagee of a unit, report any unpaid assessments due from the owner of such unit.

## ARTICLE THIRTEEN

### COMMITTEES

The Association shall appoint an architectural control

committee, as provided in the Declaration, and a nominat  
committee, as provided in these By-Laws. In addition, the Board of  
Directors shall appoint other committees as deemed appropriate in  
carrying out its purposes.

ARTICLE FOURTEEN

BOOKS AND RECORDS

Books, reports and papers of the Association shall at all  
times, during reasonable business hours, be subject to inspection  
by any member. The Declaration, Articles of Incorporation and By-  
laws of the Association shall be available for inspection by any  
member of the principal office of the Association, or copies may be  
purchased at a reasonable cost.

ARTICLE FIFTEEN

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 date of delinquency at the rate of six percent (6%)  
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 any interest, cost and reasonable  
attorney's fees in any such action shall add to the amount of such  
assessment. 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 or her unit or lot.

ARTICLE SIXTEEN

CORPORATE SEAL

The Association shall not be required to have a seal.

ARTICLE SEVENTEEN

AMENDMENTS

SECTION 1. These By-Laws may be amended at a meeting  
called for such purpose, or at a regular meeting if notice is given  
that such action is to be taken, by a vote of owners representi

an aggregate interest of at least fifty percent (50%) of the ownership of units. Notice of such a meeting shall contain a summary of the proposed changes or a copy of such proposed changes.


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 EIGHTEEN

MISCELLANEOUS

The fiscal year of the Association shall begin on the first (1st) day of January and end on the thirty-first (31st) day of December every year, except that the first fiscal year shall begin on the date of incorporation.

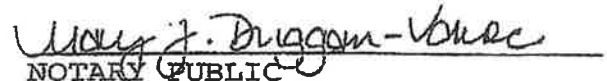
IN WITNESS WHEREOF, I, being the authorized Director of STRATFORD HALL HOMEOWNERS' ASSOCIATION, INC., have hereunto set my hand, this the 14th day of August, 2000.

  
\_\_\_\_\_  
JOHN HARNEY, Chairman

STATE OF TENNESSEE  
COUNTY OF RUTHERFORD

Personally appeared before me, the undersigned authority, a Notary Public in and for the State and County aforesaid, JOHN HARNEY, the within named, with whom I am personally acquainted, and he acknowledged that he executed the within instrument (BY-LAWS OF STRATFORD HALL HOMEOWNERS' ASSOCIATION, INC.) for the purposes therein contained.

WITNESS MY HAND and official seal on this the 14th day of August, 2000.

  
\_\_\_\_\_  
NOTARY PUBLIC

My commission expires: 3/17/01

The instrument prepared by:  
Alvin L. Harris  
Hubbard, Berry & Harris, PLLC  
201 Fourth Avenue, North, Suite 1420  
Nashville, Tennessee 37219

**AMENDMENT TO BY-LAWS OF  
STRATFORD HALL HOMEOWNERS' ASSOCIATION, INC.**

This Amendment to By-Laws of Stratford Hall Homeowners Association, Inc. (the "Amendment") is made this 11th of December, 2010 by Stratford Hall Homeowners' Association, Inc., a Tennessee nonprofit corporation (the "Association");

**WITNESSETH:**

WHEREAS, the Association is the duly formed governing body for that certain residential real estate subdivision located in Rutherford County, Tennessee known as Stratford Hall;

WHEREAS, the Association desires to amend its By-Laws to provide greater flexibility in scheduling the annual meetings of the members;

WHEREAS, pursuant to Article Seventeen, Section 1 of the By-Laws, the By-Laws may be amended at a special meeting of the Members called for that purpose, or at a regular meeting of the Members if notice is given that such action is to be taken, by a vote of owners representing an aggregate interest of at least fifty percent (50%) of the ownership of the Units; and

WHEREAS, as evidenced by the signature of the Secretary of the Association below, Members representing an aggregate of at least fifty percent (50%) of the ownership of the Units approved this Amendment by casting their votes at a special meeting of the Members called for that purpose, or at a regular meeting of the Members after notice was given that such action was to be taken.

NOW, THEREFORE, for and in consideration of these premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Association, being empowered so to do, hereby amends the By-Laws as follows:

1. Amendment.

Article Four, Section 1 of the By-Laws is deleted in its entirety and replaced by the following:

*SECTION 1. Annual Meetings: Each annual meeting of the members shall be held on such date, and at such time and place as shall be determined by the Board of Directors, so long as the date of the annual meeting is no more than sixty (60) days before or after the next anniversary date of the previous annual meeting.*

2. Ratification. In all other respects, the terms and conditions of the By-Laws are ratified and confirmed.



IN WITNESS WHEREOF, Stratford Hall Homeowners' Association, Inc., being authorized so to do in Article Seventeen, Section 1 of the By-Laws, has adopted this Amendment to By-Laws of Stratford Hall Homeowners' Association, Inc.

SECRETARY'S CERTIFICATE

I, Claudia Hunter, Secretary of Stratford Hall Homeowners' Association, Inc., DO HEREBY CERTIFY, and attest that, in accordance with Article Seventeen, Section 1 of the Association's By-Laws, Members representing an aggregate of at least fifty percent (50%) of the ownership of the Units approved this Amendment by casting their votes at a special meeting of the Members called for that purpose, or at a regular meeting of the Members after notice was given that such action was to be taken.

Claudia Hunter

Secretary,  
Stratford Hall Homeowners' Association, Inc.

STATE OF TENNESSEE )  
COUNTY OF RUTHERFORD )

Before me, the undersigned, a Notary Public in and for the County and State aforesaid, personally appeared Claudia Hunter, with whom I am personally acquainted (or who proved to me on the basis of satisfactory evidence), and who upon oath acknowledged that he/she executed the foregoing instrument for the purposes therein contained and who further acknowledged that he/she is Secretary of Stratford Hall Homeowners' Association, Inc., a Tennessee nonprofit corporation, and is authorized to execute this instrument on behalf of Stratford Hall Homeowners' Association, Inc.

Sworn to and subscribed before me this 14 day of Jan., 2010.

Mal Allowell  
Notary Public  
My commission expires: 11/20/2011



Heather Dawbarn, Register  
Rutherford County Tennessee  
Rec # 645769  
Rec'ds 15.00 Instrument #: 1711191  
States 0.00  
Clerk 0.00 Recorded  
Other 2.00 1/20/2011 at 2:33 PM  
Totals 17.00 in  
Record Book 1041 Pgs 3073-3075

The instrument prepared by:  
Alvin L. Harris  
Hubbard, Berry & Harris, PLLC  
201 Fourth Avenue, North, Suite 1420  
Nashville, Tennessee 37219

**AMENDMENT TO BY-LAWS OF  
STRATFORD HALL HOMEOWNERS' ASSOCIATION, INC.**

This Amendment to By-Laws of Stratford Hall Homeowners Association, Inc. (the "Amendment") is made this 16<sup>th</sup> of Dec, 2010 by Stratford Hall Homeowners' Association, Inc., a Tennessee nonprofit corporation (the "Association");

**WITNESSETH:**

WHEREAS, the Association is the duly formed governing body for that certain residential real estate subdivision located in Rutherford County, Tennessee known as Stratford Hall;

WHEREAS, the Association desires to amend its By-Laws to simplify the procedure for amending the By-Laws;

WHEREAS, pursuant to Article Seventeen, Section 1 of the By-Laws, the By-Laws may be amended at a special meeting of the Members called for that purpose, or at a regular meeting of the Members if notice is given that such action is to be taken, by a vote of owners representing an aggregate interest of at least fifty percent (50%) of the ownership of the Units; and

WHEREAS, as evidenced by the signature of the Secretary of the Association below, Members representing an aggregate of at least fifty percent (50%) of the ownership of the Units approved this Amendment by casting their votes at a special meeting of the Members called for that purpose, or at a regular meeting of the Members after notice was given that such action was to be taken.

NOW, THEREFORE, for and in consideration of these premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Association, being empowered so to do, hereby amends the By-Laws as follows:

1. Amendment.

a. Article Seventeen, Section 1 of the By-Laws is deleted in its entirety and replaced by the following:

*SECTION 1. These By-Laws may be amended by the affirmative vote (in person or by proxy) or written consent of at least fifty percent (50%) of eligible members; provided, however that written consents may only be utilized for this purpose if the Board of Directors has first attempted to hold a special meeting of the members regarding the proposed amendment without achieving a quorum and/or without obtaining the votes of fifty percent (50%) of the members necessary to adopt the proposed amendment.*

2. Ratification. In all other respects, the terms and conditions of the By-Laws are ratified and confirmed.

IN WITNESS WHEREOF, Stratford Hall Homeowners' Association, Inc., being authorized so to do in Article Seventeen, Section 1 of the By-Laws, has adopted this Amendment to By-Laws of Stratford Hall Homeowners' Association, Inc.

SECRETARY'S CERTIFICATE

I, Claudia L. Hunter, Secretary of Stratford Hall Homeowners' Association, Inc., DO HEREBY CERTIFY, and attest that, in accordance with Article Seventeen, Section 1 of the Association's By-Laws, Members representing an aggregate of at least fifty percent (50%) of the ownership of the Units approved this Amendment by casting their votes at a special meeting of the Members called for that purpose, or at a regular meeting of the Members after notice was given that such action was to be taken.

Claudia L. Hunter  
Secretary,  
Stratford Hall Homeowners' Association, Inc.

STATE OF TENNESSEE )  
COUNTY OF RUTHERFORD )

Before me, the undersigned, a Notary Public in and for the County and State aforesaid, personally appeared Claudia Hunter, with whom I am personally acquainted (or who proved to me on the basis of satisfactory evidence), and who upon oath acknowledged that he/she executed the foregoing instrument for the purposes therein contained and who further acknowledged that he/she is Secretary of Stratford Hall Homeowners' Association, Inc., a Tennessee nonprofit corporation, and is authorized to execute this instrument on behalf of Stratford Hall Homeowners' Association, Inc.

Sworn to and subscribed before me this 16<sup>th</sup> day of Dec, 2010

Mal Crowell  
Notary Public  
My commission expires: 11/20/2011



Heather Dawbarn, Register  
Rutherford County Tennessee  
Rec #: 645769  
Rec'd: 15.00 Instrument #: 1711192  
State: 0.00  
Clerk: 0.00 Recorded  
Other: 2.00 1/20/2011 at 2:35 PM  
Total: 17.00 in  
Record Book 1041 Pgs 3076-3078

The instrument prepared by:  
Alvin L. Harris  
Hubbard, Berry & Harris, PLLC  
201 Fourth Avenue, North, Suite 1420  
Nashville, Tennessee 37219

Record Book  
1041 Ps 3070

**AMENDMENT TO BY-LAWS OF  
STRATFORD HALL HOMEOWNERS' ASSOCIATION, INC.**

This Amendment to By-Laws of Stratford Hall Homeowners Association, Inc. (the "Amendment") is made this 11th of December, 2010 by Stratford Hall Homeowners' Association, Inc., a Tennessee nonprofit corporation (the "Association");

**WITNESSETH:**

WHEREAS, the Association is the duly formed governing body for that certain residential real estate subdivision located in Rutherford County, Tennessee known as Stratford Hall;

WHEREAS, the Association desires to amend its By-Laws to increase the number of Directors from three (3) to five (5);

WHEREAS, pursuant to Article Seventeen, Section 1 of the By-Laws, the By-Laws may be amended at a special meeting of the Members called for that purpose, or at a regular meeting of the Members if notice is given that such action is to be taken, by a vote of owners representing an aggregate interest of at least fifty percent (50%) of the ownership of the Units; and

WHEREAS, as evidenced by the signature of the Secretary of the Association below, Members representing an aggregate of at least fifty percent (50%) of the ownership of the Units approved this Amendment by casting their votes at a special meeting of the Members called for that purpose, or at a regular meeting of the Members after notice was given that such action was to be taken.

NOW, THEREFORE, for and in consideration of these premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Association, being empowered so to do, hereby amends the By-Laws as follows:

1. Amendment.

Article Five, Section 1 of the By-Laws is deleted in its entirety and replaced by the following:

*SECTION 1. Number: The affairs of this Association shall be managed by a Board of five (5) Directors, each of whom must be a resident owner or co-owner and a Member of the Association in good standing, i.e., they must not be delinquent in the payment of any Association assessments or otherwise in violation of any provision of the Association's governing documents.*

2. Ratification. In all other respects, the terms and conditions of the By-Laws are ratified and confirmed.

IN WITNESS WHEREOF, Stratford Hall Homeowners' Association, Inc., being authorized so to do in Article Seventeen, Section 1 of the By-Laws, has adopted this Amendment to By-Laws of Stratford Hall Homeowners' Association, Inc.

SECRETARY'S CERTIFICATE

I, Claudia Hunter, Secretary of Stratford Hall Homeowners' Association, Inc., DO HEREBY CERTIFY, and attest that, in accordance with Article Seventeen, Section 1 of the Association's By-Laws, Members representing an aggregate of at least fifty percent (50%) of the ownership of the Units approved this Amendment by casting their votes at a special meeting of the Members called for that purpose, or at a regular meeting of the Members after notice was given that such action was to be taken.

Claudia J. Hunter

Secretary,  
Stratford Hall Homeowners' Association, Inc.

STATE OF TENNESSEE )  
COUNTY OF RUTHERFORD )

Before me, the undersigned, a Notary Public in and for the County and State aforesaid, personally appeared Claudia Hunter, with whom I am personally acquainted (or who proved to me on the basis of satisfactory evidence), and who upon oath acknowledged that he/she executed the foregoing instrument for the purposes therein contained and who further acknowledged that he/she is Secretary of Stratford Hall Homeowners' Association, Inc., a Tennessee nonprofit corporation, and is authorized to execute this instrument on behalf of Stratford Hall Homeowners' Association, Inc.

Sworn to and subscribed before me this 14 day of Jan, 2010.

Mal Crowell  
Notary Public  
My commission expires: 11/20/2011



Heather Dawbarn, Register  
Rutherford County Tennessee

Rec #: 645769  
Rec'd: 15.00 Instrument #: 1711190  
State: 0.00  
Clerk: 0.00 Recorded  
Other: 2.00 1/20/2011 at 2:35 PM  
Total: 17.00 in  
Record Book 1041 Pgs 3070-3072

The instrument prepared by:  
Alvin L. Harris  
Hubbard, Berry & Harris, PLLC  
201 Fourth Avenue, North, Suite 1420  
Nashville, Tennessee 37219

Record Book  
969 Pa 500K

**AMENDMENT TO BY-LAWS OF  
STRATFORD HALL HOMEOWNERS' ASSOCIATION, INC.**

This Amendment to By-Laws of Stratford Hall Homeowners Association, Inc. (the "Amendment") is made this 17th of December, 2009 by Stratford Hall Homeowners' Association, Inc., a Tennessee nonprofit corporation (the "Association");

**WITNESSETH:**

WHEREAS, the Association is the duly formed governing body for that certain residential real estate subdivision located in Rutherford County, Tennessee known as Stratford Hall;

WHEREAS, the Association desires to amend its By-Laws regarding nominations for election to the Association's Board of Directors;

WHEREAS, pursuant to Article Seventeen, Section 1 of the By-Laws, the By-Laws may be amended at a special meeting of the Members called for that purpose, or at a regular meeting of the Members if notice is given that such action is to be taken, by a vote of owners representing an aggregate interest of at least fifty percent (50%) of the ownership of the Units; and

WHEREAS, as evidenced by the signature of the Secretary of the Association below, Members representing an aggregate of at least fifty percent (50%) of the ownership of the Units approved this Amendment by casting their votes at a special meeting of the Members called for that purpose, or at a regular meeting of the Members after notice was given that such action was to be taken.



NOW, THEREFORE, for and in consideration of these premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Association, being empowered so to do, hereby amends the By-Laws as follows:

1. Amendment.

Article Six, Section 1 is deleted in its entirety and replaced by the following:

*Section 1: Nomination for Election to the Board of Directors. The Board of Directors shall distribute to each Member, at least forty-five (45) days prior to the date of each annual meeting, an application for election to the Board of Directors. The application shall be accompanied by a brief description of the time, abilities, activities and responsibilities expected of persons elected to the Board. Major expectations of prospective Directors include familiarity with the governing documents of the Association, the time and desire to serve on the Board and the ability to communicate with other Directors and Members in a timely manner (including via e-mail). The notice will also state the number of vacancies on the Board and the terms of each vacancy.*

*In order to be included on ballots distributed at the annual meeting, completed applications must be submitted to the Board at least thirty (30) days prior to the annual meeting, along with a brief resumé, a list of qualifications and the nominee's reasons for seeking the position of Director. All candidates for nomination must be a resident owner or co-owner, and a Member of the Association in good standing, i.e., they must not be delinquent in the payment of any Association assessments and not otherwise in violation of any provision of the Association's governing documents. At least fifteen (15) days prior to the date of the annual meeting, the Board shall mail to the Members the notice of meeting along with the names, resumé's, qualifications and reasons for seeking nomination of all qualified Board nominees. These candidates, along with qualified persons nominated from the floor, shall comprise the slate of candidates for election to the Board.*

2. Ratification. In all other respects, the terms and conditions of the By-Laws are ratified and confirmed.

IN WITNESS WHEREOF, Stratford Hall Homeowners' Association, Inc., being authorized so to do in Article Seventeen, Section 1 of the By-Laws, has adopted this Amendment to By-Laws of Stratford Hall Homeowners' Association, Inc.

**SECRETARY'S CERTIFICATE**

I, Claudia Hunter, Secretary of Stratford Hall Homeowners' Association, Inc., DO HEREBY CERTIFY, and attest that, in accordance with Article Seventeen, Section 1 of the Association's By-Laws, Members representing an aggregate of at least fifty percent (50%) of the ownership of the Units approved this Amendment by casting their votes at a special meeting of the Members called for that purpose, or at a regular meeting of the Members after notice was given that such action was to be taken.

Claudia S. Hunter  
Secretary,  
Stratford Hall Homeowners' Association, Inc.

STATE OF TENNESSEE )  
COUNTY OF RUTHERFORD )

Before me, the undersigned, a Notary Public in and for the County and State aforesaid, personally appeared Claudia Hunter, with whom I am personally acquainted (or who proved to me on the basis of satisfactory evidence), and who upon oath acknowledged that he/she executed the foregoing instrument for the purposes therein contained and who further acknowledged that he/she is Secretary of Stratford Hall Homeowners' Association, Inc., a Tennessee nonprofit corporation, and is authorized to execute this instrument on behalf of Stratford Hall Homeowners' Association, Inc.

Sworn to and subscribed before me this 22 day of December, 2009.

Faleecia McAdoo  
Notary Public  
My commission expires: October 17, 2010



Jennifer H Gerhart, Register  
Rutherford County Tennessee

Rec #: 613172  
Rec'd: 15.00 Instrument #: 1658549  
fe: 0.00  
rk: 0.00 Recorded  
17.00 1/12/2010 at 9:00 AM  
in  
Record Book 969 Pgs 3327-3329

## Stratford Hall Fine Structure

The intent of setting this fine structure in place is to communicate the importance of adhering to the Covenants, By-Laws and Rules and Regulations originally established for the community and further enhanced as felt necessary by the Board. Most of these were in place at the time a homeowner elected to reside in the community. These Rules and Regulations set a community wide standard and level of architectural integrity that helps to protect the property values and marketability of homes within the community. The Board hopes that few if any fines will have to be assessed because the homeowners take pride in their community and want to do what is necessary to protect it and set it apart from other communities in a very positive way.

The fine structure defined below became effective on the 1<sup>st</sup> day of September 2009. The Board reserves the right to levy fines or other fees not listed below that are appropriate to the violation and deemed to be in the best interest of the community. This may also include the modification or amendment of those violations and fines already listed below.

A homeowner who is in violation will receive one warning notice with a specific timeframe in which to resolve the issue before a fine is assessed.

<p><b>Parking</b></p> <p>Residents of a Residential Unit (cottage, village or townhome) are to park their vehicle(s) either in their garage or their driveway. The street is not to be utilized on a consistent basis as a place to park a resident's vehicle(s) or their frequent guest's.</p>	<p>Fine can be imposed for each occurrence: \$10 first offense per day \$20 second offense or \$20/day if continuous and each offense thereafter</p> <p>Level of fine will only be reset if no violation for a contiguous six month period</p>
<p><b>Trash Cans</b></p> <p>Refuse containers, clothes lines, woodpiles, storage areas, machinery, or equipment shall be kept in such a manner as not to be visible from neighboring property or contiguous streets or alleyways. Refuse containers are to be on the driveway the evening before collection and day of collection and otherwise be out of sight (behind courtyard gate or in the garage)</p>	<p>Fine can be imposed for each occurrence: \$5 first offense per day \$10 second offense per day \$15 third offense per day \$20 fourth offense per day&amp;each thereafter</p> <p>Level of fine will only reset if no violation for a contiguous six month period</p>

Stratford Hall Fine Structure

<p><b>Outdoor Garage/Sidewalk Lighting - Fully Operational Dusk/Dawn</b></p> <p>Lights on the garage including the walk way beside the garage are to be on from dusk to dawn utilizing sensor. When repairs are required (new bulbs or dusk/dawn sensor) they need to be done in a timely manner.</p>	<p>Fine can be imposed for each occurrence                      \$5 first offense per day                      \$10 second offense per day&amp;each thereafter</p> <p>Level of fine will only be reset if no violation for a contiguous six month period.</p>
<p><b>Pets</b></p> <ul style="list-style-type: none"> <li>-Pet(s) Not Under complete control</li> <li>-Failure to clean up after pet(s)</li> <li>-Pet noise</li> </ul>	<p>Fine can be imposed for each occurrence</p> <ul style="list-style-type: none"> <li>\$20 each offense</li> <li>\$20 each offense</li> <li>\$20 each offense</li> </ul>
<p><b>Failure to pay HOA Dues, Fines, Fees, or Assessments</b></p>	<p>If full payment not received within 10 days of due date, notice will be given and a \$10 late fee will be added and \$5 admin fee</p> <p>Second notice given after 60 days if full payment not received and an additional \$10 late fee added, and interest begins to accrue at the rate of 6% per annum from the original due date</p> <p>The account will be turned over to legal for collection after 90 days if full payment has not been received including all late/admin fees assessed. At this time another \$10 late fee will be added to the total amount due.</p> <p>Legal will provide notice to make payment of all monies due, including late fees and interest as well as any legal fees within 10 calendar days. Failure to comply will result in a lien placed against the property until paid in full. Final notice will be provided to homeowner with request to pay all fees due, and failure to comply will result in collection through General Sessions Court with a judgment against homeowner.</p>

Stratford Hall Fine Structure

<p><b>ARC</b></p> <p>Performing any improvement requiring ARC approval without first obtaining that approval could result in a fine as indicated. Additionally an ARC review is still required and could result in the homeowner returning the property and/or structure(s) to its original condition at the homeowner's expense. ARC approval also applies to new construction.</p> <p>Encroachment on Common Areas or Neighboring resident</p>	<p>\$100 fee if planting of landscape material only (no hardscape elements or change to exterior color of existing structure)</p> <p>\$400 fee if hardscape, architectural, or change to existing structure</p> <p>In event that upon ARC review it is determined by the ARC that a certified Architect is required to review the Architectural Plans or other submitted documents then the going hourly rate for these services will be charged to the homeowner or perspective homeowner, not to exceed \$300</p> <p>Immediate establishment of a plan acceptable to the Board for the immediate removal of the encroachment at homeowner expense.</p> <p>Failure to respond or act to complete removal of the encroachment per approved plan will result in a daily fine of \$100 until encroachment removed.</p>
<p><b>Clutter</b></p> <p>Porches and driveways should not be utilized as a storage area or be cluttered in any way. With prior approval the driveway can be a temporary place to store items that might otherwise be in the garage or courtyard, or materials for a home improvement. This can only occur for a minimum period of time as defined by the Board or Architectural Review Committee.</p>	<p>Fine can be imposed for each occurrence</p> <p>\$10 per day until corrected</p>
<p><b>Irrigation Of Areas Outside Courtyard</b></p> <p>Individual homeowners have the responsibility to keep the exterior grounds to their courtyard watered so that there is consistent healthy growth (grass, plantings, etc) while also providing a manicured appearance across the community.</p>	<p>Fine can be imposed or Board can take action to water at homeowner expenses</p> <p>\$10 per day until corrected</p>

Stratford Hall Fine Structure

<p><b>Landscaping (Dead Plants/Shrubs/Grass)</b></p> <p>Individual homeowners' plantings (grass, shrubs, plants, etc) on the exterior of their courtyard remain their responsibility. Plantings that have died need to be replaced in a timely fashion weather conditions permitting. It is not acceptable to simply remove without replacing.</p>	<p>Fine can be imposed for each occurrence or Board can take action to remove/replace with like plants/shrubs at homeowner expense.</p> <p>\$50 per incident</p>
<p><b>New Construction Debris/Existing Improvement Debris</b></p> <p>Individual homeowners are responsible for ensuring that their construction site and surrounding area is kept clear of debris. Timely removal is paramount.</p>	<p>\$500 per incident</p>
<p><b>Exterior Maintenance Of Residential Unit</b></p> <p>Individual homeowners, specifically those in cottage and village residences, have the responsibility to maintain the physical exterior of their residence in good repair, which includes but is not limited to painting, wood trim, porch ceilings, garage doors, windows, etc.</p>	<p>\$100 per incident; Board can also take action to remedy at owner expense.</p>
<p><b>Garage Sales/Yard Sales/Flea Markets</b></p> <p>Garage Sales, Yard Sales and Flea Markets or similar activities are prohibited anywhere within the Properties of Stratford Hall.</p>	<p>\$200 per day for each day one is held. Furthermore Homeowner (s) will also be held financially responsible for any/all damage done by those who attend such an event as they are considered guests of the homeowner (s) per the governing documents.</p>

Approved by the Stratford Hall Homeowner's Association, Inc. Board of Directors:

By: *William (Bill) S. Lien (Electronically Signed)*

Date: *June 2012 (Updated - Clarify Frequency of Fine Amount)*

Title: **President**