

**SECOND AMENDED AND RESTATEMENT OF CHARTER OF  
WOODLAWN AREA NEIGHBORHOOD ASSOCIATION**

**RECITALS:**

**WHEREAS**, the Woodlawn Area Neighborhood Association (the “Corporation”) was established as a nonprofit corporation pursuant to the Tennessee Nonprofit Corporation Act, Tenn. Code Ann. §§ 48-51-101, et seq. (the “Act”), and adopted a Charter pursuant to § 48-52-102 of the Act, effective January 8, 2008;

**WHEREAS**, the Corporation adopted an amended and restated charter, effective November 11, 2009;

**WHEREAS**, a nonprofit corporation known as Friends of Woodmont Park has been established as an independent public charity for the purpose of supporting and maintaining Woodmont Park and other charitable purposes described in section 501(c)(3) of the Internal Revenue Code;

**WHEREAS**, the members of the Corporation desire to amend and restate its charter to (i) restore as its primary mission and support of the residents of the Woodlawn Area Neighborhood Association, and (ii) describe the boundaries of the association, annex additional residences into the neighborhood association that are located on Ridgefield Drive between Woodlawn Avenue and Kenner Avenue, and establish a procedure for future annexation or abandonment; and

**WHEREAS**, this amendment and restatement was approved in the annual meeting of the Corporation on March 28, 2012;

**NOW, THEREFORE**, the charter of the Corporation is hereby amended and restated as follows:

**ARTICLE I**

The name of this Corporation is “Woodlawn Area Neighborhood Association.”

**ARTICLE II**

The Corporation is a nonprofit public benefit corporation.

**ARTICLE III**

The name of the Corporation’s registered agent is James B. Bristol, and the address of the Corporation’s registered office, including county, is 500 Oaklawn Avenue, Nashville, Tennessee 37215, in Davidson County, or at such other location specified in the Corporation’s Bylaws or as determined by the Board of Directors.

#### **ARTICLE IV**

The Corporation's principal office in the State of Tennessee is Woodlawn Area Neighborhood Association, c/o James B. Bristol, 500 Oaklawn Avenue, Nashville, Tennessee 37215, in Davidson County.

#### **ARTICLE V**

The Corporation will not have members.

#### **ARTICLE VI**

The affairs of the Corporation shall be managed initially by the Board of Directors of the Corporation, which shall be comprised of the officers of the Corporation. The manner of election or appointment of the officers and Board of Directors of the Corporation shall be as provided in the Bylaws of the Corporation.

#### **ARTICLE VII**

The borders of the Woodlawn Area Neighborhood Association are as follows: The northern border consists of all houses on both sides of Woodlawn Drive between Ensworth Place and Bowling Avenue. The eastern border consists of all houses on both sides of Bowling between Woodlawn Drive and Woodmont Boulevard. The southern border consists of all houses on the north side of Woodmont Boulevard between Bowling Avenue and Estes Road. The western border consist of all houses on both sides of Estes between Woodmont Boulevard and Woodmont Circle, houses on both sides of Woodmont Circle between Estes Road and Clearview Drive, houses on both sides of Clearview Drive between Woodmont Circle and Woodlawn Drive, all houses on Ensworth Place, and all houses on Ridgefield Drive between Woodlawn Drive and Kenner Avenue.

The board of directors of the Corporation may from time to time, and at any time, take action to revise the borders of the Woodlawn Area Neighborhood Association, provided that any annexation or abandonment of residences is subject to the ratification and approval at the next annual meeting of the Corporation.

#### **ARTICLE VIII**

The Corporation is organized exclusively as a business association of the residents in the Woodlawn area neighborhood, as such terms are defined in the Corporation's Bylaws. The purpose of the association, to promote the common interest of the residents in maintaining and improving the neighborhood and the conditions for living in the neighborhood, and such other common business purposes that are permissible under section 501(c)(6) of the Internal Revenue Code of 1986, as amended, or the corresponding section of any future federal tax code (the "Code"). Without limiting the foregoing, the principal purposes for which the Corporation is organized are (a) to alone, or in cooperation with other persons or organizations do any and all lawful acts and things that may be necessary, useful, suitable or proper for the furtherance,

accomplishment or attainment of any or all of the purposes or powers of the Corporation, and (b) to solicit, collect, receive, accumulate, invest, and administer and disburse funds in such a manner as will, in the sole discretion of the Board of Directors, most effectively operate to further the common business purposes of the association that qualify under section 501(c)(6) of the Code.

## **ARTICLE IX**

In the event of the liquidation, dissolution, or winding up of the Corporation, and pursuant to Tenn. Code Ann. § 48-64-101, *et seq.*, all of the assets of the Corporation, after the payment of the obligations and liabilities of the Corporation, shall be transferred to one or more organizations as may be selected by the Corporation's Board of Directors; provided, however, that any such transferee shall be exempt from federal income taxes by reason of Sections 501(c)(3) or 501(c)(6) of the Code, or shall be distributed to the Federal, State, or local government for a public purpose. Any such assets not so disposed of shall be disposed of by the Chancery Court of the county in which the principal office of the Corporation is then located, exclusively for such purposes.

## **ARTICLE X**

The powers of the Corporation shall be subject to the following terms, provisions, and limitations:

- A. No part of the net earnings of the Corporation shall inure to the benefit of any individual (except that the Corporation shall be authorized and empowered to pay reasonable compensation for services rendered and to make payments and distributions in furtherance of its purposes in accordance with the applicable federal tax law governing section 501(c)(6) organizations). No part of the activities of the Corporation shall consist of attempts to influence legislation. The Corporation shall not participate in, or intervene in (including the publishing or distributing of statements), any political campaign on behalf of or in opposition to any candidate for public office.
- B. Notwithstanding any other provision of this Charter, the Corporation shall not carry on any activity not permitted to be carried on by a corporation exempt from federal income tax under section 501(c)(6) of the Code.

## **ARTICLE XI**

Subject to the Provisions of Article X:

A. The Corporation shall indemnify, and upon request shall advance expenses to, in the manner and to the full extent permitted by law, any officer or director (or the estate of any such person) who was or is a party to, or is threatened to be made a party to, any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative, investigative or otherwise, by reason of the fact that such person is or was a director or officer of the Corporation, or is or was serving at the request of the Corporation as a director, officer,

partner, trustee, governor or employee of another corporation, partnership, joint venture, trust, limited liability company or other enterprise (an “indemnatee”). To the full extent permitted by law, the indemnification and advances provided for herein shall include expenses (including attorneys’ fees), judgments, fines and amounts paid in settlement. The rights to indemnification and advancement of expenses set forth above are intended to be greater than those which are otherwise provided for in the Tennessee Code, are contractual between the Corporation and the person being indemnified, his heirs, executors and administrators, and are mandatory, notwithstanding a person’s failure to meet the standard of conduct required for permissive indemnification under the Tennessee Code, as amended from time to time.

B. Notwithstanding the foregoing, the Corporation shall not indemnify any such indemnatee (1) in any proceeding by the Corporation against such indemnatee; or (2) if a judgment or other final adjudication adverse to the indemnatee establishes his liability for (i) any breach of the duty of loyalty to the Corporation; (ii) acts or omissions not in good faith or which involve intentional misconduct or a knowing violation of law or (iii) unlawful distributions under section 48-58-304 of the Tennessee Code.

C. The indemnification provided herein shall not be deemed to limit the right of the Corporation to indemnify any other person for any such expenses (including attorneys' fees), judgments, fines, and amounts paid in settlement to the full extent permitted by law, both as to action in his official capacity and as to action in another capacity while holding such office. The rights to indemnification and advancement of expenses set forth in Article XI, Section 1 above are nonexclusive of other similar rights which may be granted by law, the Charter, the Bylaws, a resolution of the Board, or an agreement with the Corporation, which means of indemnification and advancement of expenses are hereby specifically authorized.

D. The Corporation may, to the full extent permitted by law, purchase and maintain insurance on behalf of any such person against any liability that may be asserted against him or her.

E. Any repeal or modification of the provisions of this Article, either directly or by the adoption of an inconsistent provision of this Charter, shall not adversely affect any right or protection set forth herein existing in favor of a particular individual at the time of such repeal or modification. In addition, if an amendment to the Tennessee Code limits or restricts in any way the indemnification rights permitted by law as of the date hereof, such amendment shall apply only to the extent mandated by law and only to activities of persons subject to indemnification that occur subsequent to the effective date of such amendment.

## **ARTICLE XII**

The provisions of this Charter may be amended, altered, or repealed from time to time to the extent and in the manner prescribed by the Act, and any additional provisions authorized may be added hereto; provided that the provisions of this Charter shall not be changed, modified, repealed or expanded in such a manner as to be inconsistent with the purposes for which the Corporation is formed, or to jeopardize the Corporation’s federal tax-exempt status under section 501(c)(6) of the Code (or any amendments or successor provision thereto).