

BOARD OF DIRECTORS' EXECUTIVE MEETING MINUTES
THE GARDENS AT HERITAGE GREEN CONDOMINIUM ASSOCIATION, INC.

Date: May 22, 2025
Time: 7:30pm – 8:15
Location: ZOOM Call

A meeting of the Board of Directors of The Gardens at Heritage Green Condominium Association, Inc. was convened.

Attendance was as follows:

Matt Brownfield - President (present)
Mara Burns - Vice President (present)
Debbie Lynch - Treasurer (present)
Louise Smith - Secretary (absent)
Leslie Blackstock - Chair Architectural Committee (present)
Nancy Appel - Chair Landscape Common Area Committee (present)
Bill Schumacher - Chair Finance Committee (present)

The meeting was called to order by the President, who then conducted the roll call. The following items were subsequently discussed:

1. The Board discussed proposed revisions to Matt's draft letter to Louise in response to feedback provided by members. Matt will revise the language and ensure the message accurately reflects the Board's position.
2. Matt will incorporate a detailed list of items to be transferred from Louise to the Board, including residential data, website materials, and any other documents or resources collected or created during her tenure. He anticipates sharing the revised letter with the Board for review by early morning on Friday, May 23, and requests that final approval be provided by 11:00am the same day. Upon approval, the letter will be sent to Louise, outlining a deadline for her signature no later than Tuesday, May 27.
3. The Board revisited previous discussions concerning the violation related to pet/child gates. It was affirmed that the issue constituted an obvious violation of Rule 13, in alignment with the community

guidelines. Upon this clarification, Debbie Lynch, the HOA Treasurer, responded by stating that she "would not take her pet gate down," reflecting a clear refusal to comply with the identified rule. The obligations of a board member and officer were discussed, with the response being she "didn't care."

4. A similar refusal by Debbie Lynch regarding the pet/child gates was reported to have taken place at the Board meeting of May 5, 2025. That behavior was described as somewhat confrontational and raised concerns about appropriate conduct and professionalism during Board proceedings
5. The Board engaged in discussions regarding whether to share The Hawks Group's letter and Matt's correspondence outlining the revised scope of Louise's duties with the Community. It was collectively agreed that a summarized communication would be more appropriate, allowing transparency about recent developments without casting individuals in a negative light. The Board emphasized the importance of maintaining professionalism and focusing on forward progress in service to the community. **(It was later agreed to share all documents discussed for transparency purposes.)**
6. The Board discussed in light of having 48 available visitors' parking spaces in the community and only 7 designated as handicapped parking, in order to be consistent with the remainder of the complex, one designated handicapped parking spot would be added to the end of the 500-alleyway loop. This handicapped parking spot is to be utilized as any handicapped parking spot in the community on an as needed basis.
7. The Board discussed the May 8 Board meeting when Louise was requested to resign. Given the expectation that Louise may not submit official minutes for that meeting, the Board agreed to compile a summary of the proceedings for recordkeeping and historical reference.

The meeting was adjourned.

Enclosures: The Hawk's Group letter
The Board's letter to Louise Smith requesting her resignation
Signed resignation agreement with Louise Smith



May 14, 2025

The Gardens at Heritage Green HOA
800 Callaway Court
Chattanooga TN 37421

Dear Gardens at Heritage Green Board,

I have thought and prayed much about this letter that I am writing to the board about our continued services as Property Management for The Gardens at Heritage Green HOA.

When we were approached and asked to be the management company, we were so honored to be asked. We have worked hard taking maintenance calls, handling the maintenance issues, watching the money, collecting the dues, getting various quotes for vendors and for insurance and did all this because we truly appreciate the opportunity to serve you.

Before the meeting with the election of the new officers, we were bombarded with emails from Louise Smith, daily, about various items and about the vote and ballots and proxy voting, etc. Her tone was very demanding and demeaning and she wanted instant responses to her emails. We have a lot of clients and try to respond very quickly, but it was the middle of tax season and her demands, repeatedly, were setting a bad working relationship.

Since the new board has been elected, I have met with several of the new board members and truly like them and feel we can work together well, as The Hawks Group was hired by the Board and takes its direction from the Board. However, it had become apparent that I could not work with Louise Smith. She was very demeaning to me and my employees, condescending and rude. Therefore, I turned in a 60-day notice to the Board of our intent to resign as the Property Management company.

Upon receipt of this, the Board notified me that they did not want to lose the Hawks Group and asked me if we would consider staying on as the management company if they restricted our communication with Louise Smith. I told them that we did not want to leave the Gardens at Heritage Green but that I was not going to allow such strife and turmoil to ruin our day by the actions of one person, Louise Smith. I did let them know that we would be happy to stay on if we did not have to deal with her. We have no issue dealing with any

other board member. I am just not going to allow her to talk to me or my employees in such a demeaning and rude manner.

I know that Louise is a resident and owner at The Gardens at Heritage Green HOA, but her actions truly hurt the community. Therefore, for the Board's review, we, The Hawks Group, would love to stay on as Property Management of The Gardens at Heritage Green HOA, if we can have no communication with Louise Smith.

Thank you for your consideration. We appreciate the time that we have been able to work with you and we await your response,

A handwritten signature in black ink that reads "Jim & Lynda Hawks". The signature is written in a cursive, flowing style.

Jim and Lynda Hawks,
Owners of The Hawks Group LLC

GKH

GRANT KONVALINKA & HARRISON, P.C.

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633 Chestnut Street, Suite 900
Chattanooga, Tennessee 37450-0900

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Writer's email:
mbrownfield@gkhpc.com

May 15, 2025

(Via Certified Mail, Regular Mail, and Email)

Louise Smith
355 Callaway Ct.
Chattanooga, TN 37421
louiseasmithtn@gmail.com

Re: The Gardens at Heritage Green

Dear Louise:

We have received your decision to not resign from the Board of The Gardens at Heritage Green.

Please recall that you ran for office to assist and improve the HOA, and promote changes as you thought were needed. Despite your stated intent, on the contrary, you have individually brought division and hostility to our community. In fact, your actions threaten the basic functioning of our HOA. It is up to the HOA Board as a whole to implement changes, and not any one director or officer alone, and we are doing so.

As you know, the entire Board supports staying with The Hawks Group, whom you have alienated by your less than civil conduct. Once The Hawks Group gave its notice of termination, the entire Board requested your resignation since all have worked well with The Hawks Group, except for you. If you do care about our community, we respectfully ask that you reconsider your position and resign as Secretary.

Please be aware that your duties as Secretary per our Bylaws are quite limited. Bylaw 9.6 states the following:

The Secretary shall attend and keep the minutes of all meetings of the Board and of the Association, shall give all notices as provided by the Act, the Master Deed or these Bylaws and shall have other powers and duties as may be incidental to the office of Secretary, or as determined by these Bylaws or assigned from time to time by the Association. . . .

As of now, please be advised that you have no other duties except those set forth above, meaning keeping minutes and sending notices of meetings. You have no authority to pursue a new management company, pursue a new website, post any notices on our website, or send any communications in any other manner, or otherwise act to represent the HOA or its Board *without express written authorization from the Board.*

You are to have no contact with The Hawks Group and are not authorized to deal with any vendors of the HOA, including, but not limited to, The Hawks Group. Further, you are not authorized to deal with any issues with, or complaints from, any Unit Owners. Any such contacts which you receive should be immediately forwarded *by email* to both The Hawks Group, me, and any other Board member we may later identify to receive such information.

In addition, you are instructed to immediately surrender your key to the HOA post office box. Your failure to do so will constitute theft from the HOA and we will respond accordingly.

In the event you continue with any unauthorized actions, we are prepared to take action to protect the interests of the HOA. Non-compliance will be deemed willful misconduct. If needed, we will pursue a meeting of the Association to vote to remove you as Secretary. Be aware that legal remedies also are available if you continue to act without authority.

This notice is without waiver of or prejudice to any rights the HOA Board may have regarding your actions past, present or future.

This correspondence has been reviewed and approved by all members of the HOA Board.

Sincerely,

/s/ Mathew D. Brownfield
President
*On Behalf of the Board of Directors of
The Gardens at Heritage Green Condominium
Association*

MDB/cm

RESIGNATION AND GENERAL RELEASE

This Resignation and General Release ("**Agreement**") is between Louise Smith ("**Smith**") and The Gardens at Heritage Green Condominium Association and each current member of its Board of Directors individually (together, "**The Gardens**"), all of whom may be referred to collectively as the "**Parties**," or singularly as a "**Party**."

BACKGROUND

WHEREAS, Louise Smith was elected as Secretary of The Gardens on or about March 17, 2025; and

WHEREAS, various issues have arisen between Smith and The Gardens; and

WHEREAS, The Gardens desires that Smith voluntarily resign as Secretary of The Gardens, and Smith is willing to resign and The Gardens is willing to accept said resignation, subject to the mutual releases granted herein.

NOW, THEREFORE, the Parties hereto agree as follows:

1. **RESIGNATION.** Smith hereby resigns from her position as Secretary, which constitutes both an Officer and Director position. The resignation shall be effective as of the Effective Date.
2. **MUTUAL RELEASES.** The Parties release and discharge each other and any owners, successors, shareholders, assigns, affiliates, members, managers, affiliated companies, subsidiaries, and related companies, and any officers, trustees, shareholders, members, managers, directors, employees, agents or attorneys of the foregoing entities (collectively referred to as "**Releasees**") from any and all charges, complaints, claims, liabilities, obligations, actions, causes of action, suits, demands, costs, losses, damages, and expenses of any nature whatsoever, whether known, unknown, disclosed, or undisclosed, whether statutory or common law and whether federal, state, local or otherwise, including but not limited to claims for defamation, libel, slander, breach of contract or tortious interference with business relations, from the beginning of time to the date of this Agreement, including but not limited to any claims arising out of or relating in any way to Smith's actions as Secretary of The Gardens.
3. **NO ADMISSION.** This Agreement is not to be construed as an admission by either Party of any misconduct, or any other illegal conduct against the other Party.
4. **NO OTHER CLAIMS.** Each Party mutually represents and confirms that they are not a party to and have not knowingly and voluntarily participated in, directly or indirectly, any claim, charge, complaint, investigation, proceeding, or action against, involving, or related to the other Party.
5. **ENTIRE AGREEMENT; MODIFICATION IN WRITING.** This Agreement sets forth the entire agreement between the Parties as to the resignation of Smith from The Gardens.

6. **EFFECTIVE DATE.** This Agreement shall be effective upon the last signature affixed hereto.

7. **COUNTERPARTS.** This Agreement may be signed in counterparts, with all signature pages together constituting a whole.

PLEASE READ CAREFULLY. THIS AGREEMENT INCLUDES A RELEASE.

BY SIGNING BELOW, EACH PARTY ACKNOWLEDGES THAT THEY HAVE READ THIS AGREEMENT IN ITS ENTIRETY, ARE DULY AUTHORIZED TO EXECUTE THIS AGREEMENT ON BEHALF OF THE PERSON OR ENTITY FOR WHICH THEY SIGN, AND FULLY UNDERSTAND AND AGREE TO ALL OF THE TERMS HEREIN.

LOUISE SMITH



05/30/2025

DATE SIGNED

Printed Name: Louise Smith
Address: 355 Callaway Court
Chattanooga, TN 37421

**THE GARDENS AT HERITAGE GREEN
CONDOMINIUM ASSOCIATION**

By: 

05/30/2025
DATE SIGNED

Printed Name: Mathew D. Brownfield
Address: 800 Callaway Court
Chattanooga, TN 37421
Title: President of The Gardens at Heritage
Green Condominium Association

DIRECTORS:

By: 

Printed Name: Mathew D. Brownfield
Address: 947 Callaway Court
Chattanooga, TN 37421

Title: Director

Date Signed: 05/30/2025

By: Nancy Appel
Printed Name: Nancy Appel
Address: 595 Callaway Court
Chattanooga, TN 37421
Title: Director
Date Signed: 6/3/25

By: William Schumacher
Printed Name: William Schumacher
Address: 319 Callaway Court
Chattanooga, TN 37421
Title: Director
Date Signed: 6/2/25

By: Mara D. Burns
Printed Name: Mara Burns
Address: 771 Callaway Court
Chattanooga, TN 37421
Title: Director
Date Signed: 6/2/25

By: Debbie Lynch
Printed Name: Debbie Lynch
Address: 579 Callaway Court
Chattanooga, TN 37421
Title: Director
Date Signed: 6/2/25

By: Leslie Blackstock
Printed Name: Leslie Blackstock
Address: 137 Callaway Court
Chattanooga, TN 37421
Title: Director
Date Signed: 6/2/2025