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HORIZONTAL PROPERTY REGIME BOOK 5836 PAGE 917

KNOW ALL MEN BY THESE PRESENTS THAT CLARKSVILLE HIGHWAY PROJECT, a joint venture composed of Marion J. Williams, Gordon H. Thompson, Buryl G. McClurg and Robert N. Brady, of Nashville, Tennessee, sometimes called the "Developer", does hereby submit the following property and the improvements thereon constructed, to the provisions of the Tennessee Code Annotated, Section 64-2701, et seq., as amended, known as "The Horizontal Property Act" and does hereby establish a horizontal property regime with respect to the real property described in full below and the improvements constructed thereon which are known as "The Clarksville Highway Building."

1. CLARKSVILLE HIGHWAY PROJECT, a joint venture composed of Marion J. Williams, Gordon H. Thompson, Buryl G. McClurg and Robert N. Brady, is the owner in fee simple of land in Davidson County, Tennessee, as follows:

A tract of land in the 13th Civil District of Davidson County, Tennessee as shown on the subdivision plat of Resha Heights and recorded in Book 1424, Page 110, Register's Office for Davidson County, Tennessee, and being more particularly described as follows:

Commence at the point of intersection of the easterly right of way of State Highway No. 12 (Clarksville Pike) and the northerly right of way of Buena Vista Pike;

Thence along the northerly right of way of Buena Vista Pike run N. 33° 46' E. for 185.00 feet to the point of beginning;

Thence run N. 57° 00' W. for 105.00 feet to a point;

Thence run N. 33° 46' E for 142.40 feet to a point;

Thence run S. 55° 44' E. for 85.17 feet to a point;

Thence follow a curve to the right (chord bearing - S 10° 58' 58" E, chord length - 28.17) having a radius of 20.00 feet for 31.24 feet to a point on the northerly right of way of Buena Vista Pike;

Thence along said right of way run S 33° 46' W for 120.27 feet to the point of beginning.

Contains 0.339 acres, more or less.

Being the same property conveyed to Clarksville Highway Project by deed from Timothy R. Turner, Trustee, of record in Book _____, page _____, Register's Office for Davidson County, Tennessee.

This conveyance is subject to:

(1) A 15 foot building setback line from Buena Vista Pike and from Resha Lane and conditions of Owner's Certificate, as shown on plan of record in Book 1424, page 110, said Register's Office.

(2) Easements granted to City of Nashville relative to water mains, by Isom T. Resha and wife, of record in Book 1470, page 510, and in Book 1470, page 518, said Register's Office.

(3) Easement for sanitary sewer and/or storm drainage granted Metropolitan Government of Nashville and Davidson County, Tennessee, by John W. Kelly and wife, of record in Book 4110, page 590, said Register's Office.

2. Description of the Building. The building is a one (1) story building built on a concrete slab with concrete footings, with concrete block exterior walls and an asphalt shingle roof, with dimensions of approximately 35 ft. 4 in. by 90 ft. 8 in., containing approximately 3010 square feet gross area. The interior is divided into three (3) individual units of approximately 1000 square feet gross area. Each unit shall have:

1) separate entrance and exit located on the front of the unit leading out to the main parking area and also on the rear of the unit leading to the service area at the rear of the building.

2) separate heating and air conditioning unit, individually controlled from within the unit;

3) separate electric meter;

4) water provided on a common meter basis.

The various units are numbered as 1, 2, and 3 with number 1 being that unit adjacent to the Clarksville Highway and units number 2 and 3 being those units in order of progression from Clarksville Highway side of the property in a northeasterly direction toward Resha Lane.

3. Boundary Line. The respective unit shall not be deemed to include the undecorated or unfinished surfaces of the perimeter walls or exterior load bearing walls or supports, of the concrete floors and concrete ceilings surrounding each of them, or any pipes, wires, conduits, or other utility wires running through them which are utilized for or serve more than one unit, the same being deemed common elements as hereinafter provided. Each unit shall be deemed to include all of the walls and partitions which are not load bearing within its perimeter walls including plaster, paint, wallpaper or the like, finished floors and plaster ceilings, carpeting, floor covering and built-in features. Vertically, the line shall extend from the top of the concrete slab upon which the finished flooring is laid to the bottom of, but not including, the roof rafters above. Additionally, the boundar lines of each unit are the exterior of doors, windows, and frames thereof.

4. Common Elements. The common elements include:

(a) The lands admitted to the Horizontal Property Regime as described hereinabove, including all easements which constitute part of the property conveyed to Clarksville Highway Project, a joint venture by Warranty Deed in Book _____, page ____, Register's Office for Davidson County, Tennessee.

(b) The foundations, columns, girders, beams, and supports, main walls, roofs and floors.

(c) The walkways, ramps, unloading zones, terraces and parking areas.

(d) Central and appurtenant installation for services such as power, light, gas, hot and cold water, and like utilities.

(e) All of the parts of the property existing for the common use which are necessary to the existence, maintenance and safety of the building.

5. Percentage of the undivided interest in the common elements. The percentage of the undivided interest in the common elements applicable to each unit and the type of each unit is as follows:

| SPACE | PERCENTAGE OF OWNERSHIP IN THE COMMON ELEMENTS |
|---|---|
| 1 | 33.33333 |
| 2 | 33.33333 |
| 3 | 33.33333 |

For purposes of voting on all matters requiring action by the owners, the above percentages shall govern.

6. Purpose for which the building and each of the units may be used. All units may only be used for office or business operation as provided under the appropriate zoning for this area. No illegal or unlawful business operation may be conducted from or within the unit. All said units shall not be subdivided, nor shall they be leased or subleased, except with said written approval of the Association.

All parking spaces are to be used for the purpose of the owner of the unit to provide parking space for visitors to the offices, except as otherwise provided herein. The common space surrounding the parking spaces shall be kept clear of all storage and motor vehicles at all times, and this use of that common space may not be changed without the unanimous consent of all owners of the common elements.

7. Easements. Each unit shall have and shall be subject to and have appurtenant thereto, the following:

Non-exclusive easements in the common elements designed for such purposes as ingress to, and egress from, utility services for, and support, and maintenance and repair of such units; and the common elements for use according to their respective purposes.

If any part of the common element encroaches on any unit, a valid easement for such encroachment and the maintenance thereof, so long as it continues, shall and does exist. In the event any portion of the building shall become partially or totally destroyed, then rebuilt, minor encroachments of any parts of the common elements due to the construction shall be permitted and valid easements for such encroachment and their maintenance thereof shall exist.

The Association of Owners (hereinafter called the Association) shall have the right, to be exercised by its Board of Directors, or the managing agent, to enter each unit from time to time during reasonable hours as may be necessary for the operation of the project, or the making of necessary emergency repairs, necessary to prevent damage to any units or common elements.

8. Provisions as to rebuilding, repairing or restoration of the building. If the building is substantially damaged or destroyed, the owners shall determine whether the said building shall be rebuilt, repaired or restored by the affirmative vote of the owners of the units whose aggregate interest in the common elements is not less than sixty-six and two thirds (66 2/3) per cent.

9. Assessments, charges and taxes. Each owner shall pay all assessments, charges and expenses of every kind and nature in the amount provided in the Declaration or in the Deed or in the Bylaws providing that each owner or occupant of

any suit shall bear the charges of taxes, utilities and other expenses as may be separately charged or assessed against each owner or occupant provided by law.

All charges for repairs or replacements of any unit's air conditioning or heating equipment shall be an expense of the units owner.

In determining the amount of assessment that each owner shall pay, the management fee and all payroll expenses of every kind, including taxes and fringe benefits, shall be prorated on a per unit basis with each unit as listed in the column heretofore, bearing one third of such expense. In the event any units are combined in accordance with the provisions hereinafter contained, (the original number of units being three (3)), and this combination of units reduces the number of units, the portion of the expenses for each unit shall be increased proportionately. All other expenses, of every kind and nature, shall be prorated in accordance with the percentage of ownership in the common elements.

10. Association of Owners. The administration of the project shall be vested in the Association consisting of all owners of the units in the project, in accordance with the Bylaws of the Association attested to and made a part hereof as Exhibit A. The owner of any unit upon acquiring title thereto shall automatically become a member of the Association and shall remain a member of the Association until such time as his ownership ceases for any reason, at which time his membership in the Association shall automatically cease. Operation of the project, maintenance and restoration of the common elements and any additional operation thereof shall be in accordance with the provisions of the Horizontal Property Act, this Declaration and the Bylaws.

11. Reservation to grant easement. The "Developer" has the right to grant, convey, transfer, cancel, and relocate and otherwise deal with any and all utility easements now and hereafter located on the premises.

12. Reservation of right to combine units. The Developer reserves the right to combine any of the adjacent units; in the event that Developer shall desire to do so, so long as he shall own the units to be combined, and any successor in interest who owns both units to be combined shall have the same right to do so. The combination of said units shall not change the total number of square feet in the units as combined, and the percentage of the ownership in the common elements shall be the total of the two units as they existed separately, but those expenses prorated on a per unit basis (not on ownership of the common elements basis) shall be adjusted to take into account the combination.

13. In any sale by any owner subsequent to Developer, the Association shall be notified of said sale by sending a copy of the contract for sale to the President of the Board and the Board shall have thirty (30) days from the date notice was received by the President of the Board to notify the seller that the Association wishes to purchase said unit on the same terms and conditions as in the contract. The Association shall be prepared to close the purchase with fifteen (15) days of the notice to the seller. If the seller receives no notice from the Board that the Association desires to purchase the unit by the end of the said thirty (30) day period, the seller shall have the right to complete the sale in accordance with the contract sent to the Board. This provision shall not apply to any gift, devise under a will or any transfer by action of law, nor to any proceedings by the holder of an indebtedness secured by a valid bona fide mortgage or deed of trust to

enforce the collection of the debt secured by said mortgage or Deed of Trust.

14. Definition. The term "owner" or "unit owner" as referred to herein shall mean the purchaser of any unit or space as the case may be, either singularly or jointly, partnerships, corporation, other legal entities, his or its successors, heirs, administrators, executors, and assigns, or the heirs and assigns of the survivor as the case may be.

15. Amendment of Declaration. This Declaration may be amended by vote of the owners with interest in the common elements totaling the aggregate not less than sixty-six and two thirds (66 2/3) per cent.

IN WITNESS WHEREOF, the Developer has caused this instrument to be executed this 30th day of December, 1981, in Nashville, Tennessee.

Gordon W. Thompson

Gordon W. Thompson, Trustee

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, Wanda Cartwright, a Notary Public in and for said County and State, the within named Gordon W. Thompson, Trustee, with whom I am personally acquainted, and who, upon oath, acknowledged that he executed the within instrument for the purposes therein contained.

Witness my hand and official seal at Nashville, Tennessee, this 30th day of December, 1981.

My Commission Expires:
1/15/82

Wanda Cartwright
Notary Public

NOTARY PUBLIC DAVIDSON COUNTY, TENN.

# BYLAWS

# OF THE

# ASSOCIATION OF OWNERS

# OF

# CLARKSVILLE HIGHWAY BUILDING

EXHIBIT A

BYLAWS OF THE ASSOCIATION OF OWNERS OF
CLARKSVILLE HIGHWAY BUILDING

Article I. Office

Section 1. Principal office. The principal office of the Association shall be maintained at the address of its project at the Clarksville Highway Building, at the corner of Buena Vista Pike (Hamilton Road) and Resha Lane, Nashville, Tennessee.

Section 2. Place of meetings. All meetings of the Association shall be held at its principal office unless some other place is stated in the call.

Article II. Association of Unit Owners

Section 1. Annual Meeting. The annual meeting of the Association (except for the first annual meeting) shall be held on the first Tuesday of the second calendar month following the close of the Association's fiscal year.

Section 2. Special Meetings. Special meetings may be held at any time upon the call of the President or upon the call of any three owners. Upon receipt of such call, the Secretary shall send out notices of the meeting to all members of the Association.

Section 3. Notice of meetings. A written or printed notice of every meeting of the Association stating whether it is an annual meeting or special meeting, the authority for the call of the meeting, the place, day, and hour thereof, and the purpose therefor shall be given by the Secretary or the person or persons calling the meeting at least three days before the date set for such meeting. Such notice shall be

given to each member in any of the following ways: (a) by leaving the same with him personally, or (b) by leaving the same at the office of or usual place of business of such member, or (c) by mailing it, postage prepaid, addressed to such member at his address as it appears on the records of the Association, or (d) if such owner or mortgagee cannot be located by reasonable efforts, by publishing such notice in any newspaper, including weekly newspaper, of general circulation in Nashville, Tennessee, such notice to be published not less than two times on successive weeks, the first publication thereof to be not less than ten (10) days nor more than nineteen (19) days prior to the day assigned for the meeting. If notice is given pursuant to the provisions of this section, the failure of any member to receive actual notice of the meeting shall in no way invalidate the meeting or any proceedings thereat. Upon written request for notices, mailed by registered mail, addressed to the secretary of the Association at the address of said project, the holder of any duly recorded mortgage against any unit may promptly obtain a copy of any and all notices permitted or required to be given to entitle the holder of any mortgage requesting such notice to receive all notices sent to the members from and after receipt of said request until said request is withdrawn and said mortgage is discharged of record.

Section 4. Waiver of notice. The presence of all the members, in person or by proxy, at any meeting shall render the same a valid meeting, unless any member shall, at the opening of such meeting, object to the holding of the same for noncompliance with the provisions of Section 3 of this Article II. Any meeting so held without objection shall, notwithstanding the fact that no notice of meeting was given, or that the notice given was improper, be valid for all purposes, and at such meeting any general business may be transacted

and any action may be taken; provided, however, that where a member has pledged his vote by mortgage, deed of trust or agreement of sale, only the presence of the pledgee will be counted in determining whether notice is waived with regard to business dealing with such matters upon which the member's vote is so pledged.

Section 5. Quorum. At any meeting of the Association, members, present or by proxy, whose aggregate interest in the common elements constitutes a majority of the aggregate interests of all of the members, present or by proxy, shall constitute a quorum, and the concurring vote of such majority shall be valid and binding upon the Association except as otherwise provided by law or these Bylaws. In the event a member has pledged his vote by mortgage, deed of trust, or agreement of sale, the member's vote will be recognized in computing a quorum with regard to any business conducted concerning such matters upon which said member's vote is so pledged or mortgaged unless the mortgage, deed of trust, or agreement of sale provides otherwise, in which event such instruments shall control.

Section 6. Voting. Any person, firm, corporation, trust, or other legal entity or a combination thereof, owning any unit in said project duly recorded in his or its name, the ownership whereof shall be determined by the records of the Register's Office for Davidson County, Tennessee, shall be a member of the Association, and either in person or by proxy entitled to a vote equivalent to his percentage interest in the common elements for each unit so owned at all meetings of the Association. Any provision to the contrary notwithstanding, co-owners or joint owners shall be deemed one owner. The authority given by a member to another person to represent such member at meetings of the Association shall be in writing,

signed by such member or if a unit is jointly owned then by joint owners, or if such member is a corporation, by the proper officers thereof, and shall be filed with the Secretary, and unless limited by its terms, such authority shall be deemed good until revoked in writing. An executor, administrator, guardian, or trustee may vote in person or by proxy at any meeting of the Association with respect to any unit owned or held by him in such a capacity, whether or not the same shall have been transferred to his name by a duly recorded conveyance. In case such unit shall not have so been transferred to his name, he shall satisfy the Secretary that he is the executor, administrator, guardian, or trustee holding such unit in such capacity. Whenever any such unit is owned by two or more jointly according to the records of said Bureau, the vote therefor may be exercised by any one of the present owners present in the absence of protest by the other or others, PROVIDED, HOWEVER, that when the vote of owner or owners has been pledged by mortgage, deed of trust, or agreement of sale of any unit or interest therein, an executed copy of which is on file in the Register's Office for Davidson County, Tennessee, only the vote of the pledgee will be recognized upon those matters upon which the owner or owners' vote is so pledged.

Any specified percentage of owners means the owners of units to which are appurtenant such percentage in the aggregate of common interests.

Section 7. Adjournment. Any meeting of the Association may be adjourned from time to time to such place and time as may be determined by majority vote of the members present, whether a quorum be present or not, without notice other than the announcement at the meeting. At any adjourned meeting at which a quorum is present, any business may be transacted which might have been transacted by a quorum

at the meeting originally called.

Article III. Board of Directors

Section 1. Number and qualification. The affairs of the Association shall be governed by a Board of Directors initially composed of three (3) persons, and as increased or decreased at any annual meeting by a majority vote, subject to the provision regarding the intent and purpose expressed in Section 5 of this Article, and all such directors shall be owners of units in the project, except those appointed pursuant to Section 5 hereof.

Section 2. Powers and duties. The Board of Directors shall have the powers and duties necessary for the administration of the affairs of the Association and may do all such acts and things as are not by law or by these Bylaws directed to be exercised and done by the owners.

Section 3. Other duties. In addition to duties imposed by these Bylaws or by resolutions of the Association, the Board of Directors shall be responsible for the following:

(a) Care, upkeep and surveillance of the project and the common areas and facilities;

(b) Collection of monthly assessments from the owners;

(c) Designation and dismissal of the personnel necessary for the maintenance and operation of the project and the common elements and facilities.

Section 4. Manager or management agent, employees, generally. The Board of Directors may employ for the Association a management agent or manager, at a compensation established by the Board to perform such duties and services as the Board shall authorize, including, but not limited to, the duties listed in Section 3 of this Article. The duties conferred upon the management agent or manager by the Board

of Directors may be at any moment revoked, modified, or amplified by the majority of owners in a duly constituted meeting. The Board of Directors may employ any other employee or agents to perform such duties and at such salaries as the Board of Directors may establish. Anything to the contrary notwithstanding, the management agent until January 1, 1982, shall be Clarksville Highway Project, a joint venture, under the terms of a contract dated the _____ day of _____, 19___.

Section 5. Election and term of office. The directors shall be elected by a majority of the Owners. The first annual meeting of the Association will be called by Gordon Thompson, Trustee, at such time, as in his discretion, he deems best, but in no event shall it be later than sixty (60) days after thirty three and one-third (33 1/3%) per cent or more of the non-common space in the building is conveyed to individual owners. Gordon Thompson, Trustee, or his nominee shall act as President of the Association until the President has been named by the Board of Directors. At the first annual meeting of the Association, the term of office of three (3) directors shall be fixed for three (3) years. The directors shall hold office until their successors have been elected and hold their first meeting.

Section 6. Vacancies. Vacancies in the office of elected member of the Board of Directors caused by any reason other than the removal of a director by a vote of the Association shall be filled by vote of the majority of the remaining directors, even though they may constitute less than a quorum; and each person so elected shall be a director until a successor is elected at the next annual meeting of the Association.

Section 7. Removal of directors. At any regular meeting or special meeting duly called, any one or more of the elected directors may be removed with or without cause by a majority of the owners and a successor may then and there be elected to fill the vacancy thus created. Any director whose removal has been proposed by the owners shall be given an opportunity to be heard at the meeting.

Section 8. Compensation. No compensation shall be paid to directors for their services performed by him for the Association in any other capacity, unless a resolution authorizing such remuneration shall have been unanimously adopted by the Board of Directors before the services are undertaken. A director may not be an employee of the Association.

Section 9. Organization meeting. The first meeting of a newly elected Board of Directors shall be held within one week of election at such place as shall be fixed by the directors at the meeting at which such directors were elected, and no notice shall be necessary to the newly elected directors in order legally to constitute such meeting, providing a majority of the whole Board shall be present.

Section 10. Regular meetings. Regular meetings of the Board of Directors may be held at such time and place as shall be determined, from time to time, by a majority of the directors. Notice of regular meetings of the Board of Directors shall be given to each director, personally or by mail, addressed to his residence, or by telephone, at least three days prior to the day named for such meeting.

Section 11. Special meeting. Special meetings of the Board of Directors may be called by the President on three days notice to each director, given personally or by mail,

addressed to his residence, or by telephone, which notice shall state the time, place (as hereinabove provided), and purpose of the meeting. Special meetings of the Board of Directors shall be called by the President or Secretary in like manner and on like notice on the written request of at least three directors.

Section 12. Waiver of Notice. Before or at any meeting of the Board of Directors, any director may, in writing, waive notice of such meeting and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a director at any meeting of the Board shall be a waiver of notice by him of the time and place thereof. If all the directors are present at any meeting of the Board, no notice shall be required and any business may be transacted at such meeting.

Section 13. Board of Directors' quorum. At all meetings of the Board of Directors, a majority of the directors shall constitute a quorum for the transaction of business, and the acts of the majority of the directors present at a meeting at which a quorum is present shall be the acts of the Board of Directors. If at any meeting of the Board of Directors, there be less than a quorum present, the majority of those present may adjourn the meeting from time to time. At any such adjourned meeting, any business which might have been transacted at the meeting as originally called may be transacted without further notice.

Section 14. Bonds of officers and employees. The Board of Directors may require that all officers and employees of the corporation handling or responsible for corporate funds shall furnish adequate bonds. The premiums on such bonds shall be paid by the Association.

## Article IV. Officers

Section 1. Designation. The principal officers of the Association shall be a President, Vice President, a Secretary, and a Treasurer, all of whom shall be elected by and from the Board of Directors. The directors may appoint an assistant treasurer, and an assistant secretary, and such other officers as in their judgment may be necessary.

Section 2. Election of officers. The officers of the Association shall be elected annually by the Board of Directors at the organization meeting of each new Board and shall hold office at the pleasure of the Board.

Section 3. Removal of officers. Upon an affirmative vote of a majority of the members of the Board of Directors, any officer may be removed, either with or without cause, and his successor elected at any regular meeting of the Board of Directors, or at any special meeting of the Board of Directors for such purpose.

Section 4. President. The President shall be the chief executive officer of the Association. He shall preside at all meetings of the Association and of the Board of Directors. He shall have all of the general powers and duties which are usually vested in the office of president of an association, including but not limited to the power to appoint committees from among the owners from time to time as he may in his discretion decide is appropriate to assist in the conduct of the affairs of the Association.

Section 5. Vice President. The Vice President shall take the place of the President and perform his duties whenever the President shall be absent or unable to act. If neither the President nor the Vice President is able to act, the Board of Directors shall appoint some other member of the

Board to do so on an interim basis. The Vice President shall also perform such other duties as shall from time to time be imposed upon him by the Board of Directors.

Section 6. Treasurer. The Treasurer shall have the responsibility for Association funds and securities and shall be responsible for keeping full and accurate accounts of all receipts and disbursements in books belonging to the Association. He shall be responsible for the deposit of all monies and other valuable effects in the name, and to the credit, of the Association in such depositories as may from time to time be designated by the Board of Directors.

Section 7. Secretary. The Secretary shall attend and keep the minutes of all meetings of the Board of Directors or of the Association; shall give all notices as provided by these Bylaws, and shall have other powers and duties as may be incidental to the office of Secretary, given him by these Bylaws or assigned to him from time to time by the directors. If the Secretary shall not be present at any meeting, the presiding officer shall appoint a secretary pro tempore who shall keep the minutes of such meeting and record them in the books provided for that purpose.

Section 8. Auditor. The Association may at any meeting appoint some person, firm, or corporation engaged in the business of auditing to act as auditor of the Association and to perform such audits and fiscal duties as may be requested of him by the Association.

## Article V. Obligations of the Owners

Section 1. Expenses, assessments. Every owner of any unit in said project shall contribute toward the expense of the administration of the project, including but not limited to all types of insurance, the cost of operation, maintenance,

repair and replacement of the building and common elements thereof and all expenses excepting management fees and payroll expenses, including payroll taxes and fringe benefits, according to the percentage interest appurtenant to the respective units as stated in the Declaration. The management fee and all payroll expenses, including payroll taxes and fringe benefits, shall be allocated on a per unit basis, each unit having a thirty three and one-third (33 1/3%) per cent interest in these expenses unless or until said units are combined, and if the number of units being decreased, the proportionate charge to each unit shall be increased. The Association shall fix a monthly charge for each unit in an amount sufficient to provide for its prorata share of all such current expenses, reasonable reserves for future expenses of administration, and such other expenses as the Association may deem proper, subject to adjustment from time to time as the Association may deem necessary. Such monthly charge shall be due and payable in advance on the first day of each month, shall bear interest at the rate of ten (10%) per cent per annum from due date until paid, and with such interest, shall be lien on the unit, assessed prior in right to all other charges whatsoever except assessments, liens, and charges in favor of the State of Tennessee or Metropolitan-Nashville-Davidson County, for taxes past due and unpaid on such unit and amounts and liabilities secured by mortgage instruments duly recorded. In the event any owner is delinquent in the payment of any monthly assessment for a period in excess of thirty (30) days, the Association is authorized to sever or disconnect all utility connections to his unit.

Section 2. Maintenance and repair.

(a) Every owner must perform promptly all maintenance and repair work within his own unit, which if omitted would

affect the project in its entirety or in a part belonging to other owners, and is expressly responsible for the damages and liabilities that his failure to do so may engender.

(b) All the repairs of internal installations of the unit such as water, light, power, sewage, telephones, sanitary installations, doors, windows, lamps, and all other accessories belonging to the unit area shall be maintained at the owner's expense.

(c) An owner shall reimburse the Association for any expenditure incurred in repairing or replacing any common areas and facility damaged through his fault.

Section 3. Use of units. All units shall be utilized in accordance with the provisions of the Bylaws, Declarations and any House Rules adopted by the Association.

No nuisance shall be allowed upon the property or any use or practice which is a source of annoyance to the resident or which interferes with the peaceful possession and proper use of the property by its residents. All parts of the property shall be kept in a clean and sanitary condition and no rubbish, refuse, or garbage allowed to accumulate, nor any fire hazard allowed to exist. No immoral, improper, offensive or unlawful use shall be made of the property, or any part thereof, and all laws, zoning ordinances, regulations of all governmental bodies having jurisdiction thereof shall be observed. The responsibility of meeting the requirements of governmental bodies which require maintenance, modification or repair of the property shall be the same as the responsibility for the maintenance, and repair of the property concerned.

Section 4. House Rules. In order to assure the peaceful and orderly use and enjoyment of the building and common elements of said project, the Association may from time to time adopt, modify, and revoke in whole or in part by a vote of

the members present in person or represented by proxy whose aggregate interest in the common elements constitutes 75 per cent, at any meeting duly called for the purpose, such reasonable rules and regulations, to be called House Rules, governing the conduct of persons on said project as it may deem necessary. Such house rules upon adoption, and every amendment, modification, and revocation thereof, shall be delivered promptly to each owner and shall be binding upon all members of the Association and occupants of the building.

Section 5. Foreclosure of lien. In any suit to foreclose the lien against any owner of a unit, the Association may represent itself through its manager or Board of Directors in like manner as any mortgagee of real property and shall follow the procedures usually followed to enforce a lien under a Tennessee Deed of Trust. The manager or Board of Directors acting on behalf of the unit owners shall have the power to bid and acquire such unit at a foreclosure sale. The delinquent owner shall be required to pay to the Association a reasonable rent for subject unit until sale or foreclosure, together with all costs and reasonable attorney's fees. Suit to recover a money judgment for unpaid common expenses shall be maintainable with all costs and reasonable attorney's fees without foreclosing or waiving the lien securing the same.

Section 6. Right of Entry. The manager and any person authorized by the Board of Directors shall have the right to enter each unit in case the owner or occupant is present at the time. Every unit owner and occupant, when so required, shall permit other unit owners or their representative to enter his unit at reasonable times for the purpose of performing authorized installation, alterations, or repairs to the common elements therein for central services provided

that requests for entry are made in advance.

Section 7. Title. Every unit owner shall promptly cause to be duly recorded in the Register's Office for Davidson County, Tennessee, the deed, lease, assignment, or other conveyance to him of his unit or other evidence of his title thereto and file such evidence of his title with the Board of Directors through the manager, and the Secretary shall maintain such information in the record of ownership of the Association.

Section 8. Mortgages. Any mortgagee of a unit may file a copy of its mortgage with the Board of Directors through the manager who shall be required to notify the mortgagee of any unit owner who is in default in the expenses for the administration of the project and the mortgagee at its option may pay the delinquent expenses.

Section 9. Insurance. The Board on behalf of the Association at its common expense shall at all times keep the building of the project insured against loss or damage by fire with extended coverage in an insurance company authorized to do business in the State of Tennessee in an amount as near as practicable to the full replacement value thereof without deduction for depreciation, in the name of the Board, as trustee for all owners and mortgagees, according to the loss or damage to their respective units and appurtenant common interests, and payable in case of loss to such bank or trust company authorized to do business in the State of Tennessee as the Board shall designate for the custody and disposition, as herein provided, of all proceeds of such issuance, and from time to time upon receipt thereof cause to be deposited promptly with the owners and mortgagees of the units or interests therein, true copies of such insurance policies or current certificates thereof, without

prejudice to the right of each owner to insure his unit for his own benefit. In every case of such loss or damage, all insurance proceeds shall be used (subject to requirement of the Declaration) as soon as reasonably possible by the Association for rebuilding, repairing, or otherwise reinstating the same building in a good and substantial manner according to the original plan and elevation thereof, or such modified plans conforming to laws and ordinances then in effect as shall be first approved by the Association and all mortgagees of the units or interests therein, and the Association at its common expense shall make up any deficiency in such insurance proceeds. If available, every such policy of insurance shall:

(1) provide that the liability of the insurer thereunder shall not be affected by, and that the insurer shall not claim any right of set-off, counterclaim, apportionment, proration, or contribution by reason of any other insurance obtained by or for any unit owner;

(2) contain no provision relieving the insurer from liability for loss occurring while the hazard to such building is increased, whether or not within the knowledge or control of the Board, or because of any breach of warranty or condition or any other act or neglect by the Board or any owner or any other person under either of them;

(3) provide that such policy may not be cancelled (whether or not requested by the Board), except by the insurer giving at least thirty days' prior written notice thereof to the Board, owners, and every other person in interest who shall have requested such notice of the insurer;

(4) contain a waiver by the insurer of any right of subrogation to any right of the Board of owners against any of them or any other person under them;

(5) contain a standard mortgagee clause which shall:

(a) provide that any preference to a mortgagee in such policy shall mean and include all holders of mortgages of any unit of the project, in their respective order and preference, whether or not named therein;

(b) provide that such insurance as to the interest of any mortgagee shall not be invalidated by any act or neglect of the Board or owners or any persons under any of them;

(c) waive any provision invalidating such mortgagee clauses by reason of the failure of any mortgagee to notify the insurer of any hazardous use or vacancy, and requirement that the mortgagee pay any premium thereon, and any contribution clause; and,

(d) provided that without affecting any protection afforded by such mortgagee clause, any proceeds payable under such policy shall be payable to said bank or trust company designated by the Board.

The Board, on behalf of the Association at its common expense, shall also effect and maintain at all times comprehensive general liability insurance covering all owners with respect to the project in a responsible insurance company with minimum limits of not less than $300,000 for injury to one person and $500,000 for injury to more than one person in any one accident or occurrence and $50,000 for property damage, and from time to time upon receipt thereof deposit promptly with the owners current certificates of such insurance, without prejudice to the right of any owner to maintain additional liability insurance for their respective units.

## Article VI. Execution of Instruments

Section 1. Instruments generally. All checks, drafts, notes, bonds, acceptances, contracts, and all other instruments, except conveyances shall be signed by such person or

persons as shall be provided by general resolution applicable thereto. Such instrument shall be signed by the President or the Vice President and by the Treasurer or Secretary or Assistant Treasurer or Assistant Secretary.

Article VII. Liability of Officers

Section 1. Exculpation. No director or officer of the Association shall be liable for acts or defaults of any other officer or member or for any loss sustained by the Association or any member thereof, unless the same has resulted from his own willful misconduct or negligence.

Section 2. Indemnification. Every director, officer, and member of the Association shall be indemnified by the Association against all reasonable costs, expenses and liabilities (including counsel fees) actually and necessarily incurred or imposed upon him in connection with any claim, action, suit, proceeding, investigation, or inquiry of whatever nature in which he may be involved as a party or otherwise by reason of his having been an officer or member of the Association whether or not he continues to be such director, officer, or member of the Association at the time of the incurring or imposition of such costs, expenses, or liabilities, except in relation to matters as to which he shall be finally adjudged in such action, suit, proceeding, investigation or inquiry to be liable for willful misconduct or negligence toward the Association in the performance of his duties, or in the absence of such final adjudication, any determination of such liability by the opinion of legal counsel selected by the Association. The foregoing right of indemnification shall be in addition to and not in limitation of all rights to which such persons may be entitled as a matter of law and shall inure to the benefit of the legal representatives of such person.

Article VIII. Fiscal Year

Section 1. Fiscal year. The fiscal year of the Association shall be such as may from time to time be established by the Association.

Article IX. Bylaws

Section 1. Amendment. These Bylaws may be amended, modified, or revoked in any respect from time to time by vote of the members of the Association whose aggregate interest in the common elements constitutes 75 per cent, at a meeting duly called for the purpose, PROVIDED, HOWEVER, that the contents of these Bylaws shall always contain those particulars which are required to be contained herein by the Horizontal Property Act; and PROVIDED, FURTHER, that no modification of or amendment to the Bylaws shall be valid unless set forth in an amendment to the Declaration.

Section 2. Conflict. In the event of any conflict between these Bylaws and the provisions of the Horizontal Property Act, the latter shall govern and apply.

Adoption of Bylaws

The undersigned owner of said project hereby adopts the foregoing Bylaws of its Association of Unit Owners, this 30th day of December, 1971.

Gordon H. Thompson, Trustee

Owner

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, Wanda Cartwright a Notary Public in and for said County and State, the within named Gordon H. Thompson, Trustee, with whom I am personally acquainted and who acknowledged that he executed the foregoing instrument for the purposes therein contained and that said statements are true of his own personal knowledge.

Witness my hand and official seal at Nashville, Tennessee, this 30th day of December, 1981.

Wanda Cartwright
Notary Public

WANDA CARTWRIGHT NOTARY PUBLIC DAVIDSON COUNTY

Commission Expires:
1/15/82

RECEIVED
JAN 4 3 41 PM '82
FELIX Z. WILSON III REGISTER
DAVIDSON COUNTY, TENN.

IDENTIF. REFERENCE
G 7 4 0 3 2

5658 01/04 84.00 - CHECK