This instrument prepared by:
T. Chad White
Tune, Entrekin & White, PC
315 Deaderick Street, Suite 1700
Nashville, TN 37238

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DECLARATION OF PROTECTIVE COVENANTS, CONDITIONS AND RESTRICTIONS FOR BAXTER LANE TOWNHOMES

(A Horizontal Property Regime with Private Elements)

THIS DECLARATION OF PROTECTIVE COVENANTS, CONDITIONS AND RESTRICTIONS FOR BAXTER LANE TOWNHOMES (a Horizontal Property Regime with Private Elements) is made and entered into by TOUCHSTONE BUILDERS, INC. ("Declarant"), a Tennessee corporation.

WITNESSETH:

WHEREAS, Declarant is the owner in fee simple of certain real property located in Davidson County, Tennessee (the "Development Property"), and more particularly described on Exhibit A attached hereto;

WHEREAS, Declarant will develop the Development Property as a residential community and establish, develop and construct thereon one or more single-family residential townhomes;

WHEREAS, Declarant desires to submit the Development Property, together with all buildings, structures, improvements and other permanent fixtures of any kind whatsoever hereafter constructed thereon, and all rights and privileges belonging or pertaining thereto, to the provisions of the Horizontal Property Act of the State of Tennessee in order to establish and construct thereon a horizontal property regime with Private Elements to be known as "Baxter Lane Townhomes" (the "Development"), consisting of two (2) residential dwellings ("Units"), together with certain buildings, structures, driveways, walkways, amenities, improvements and other permanent fixtures thereon as further described on Exhibit B attached hereto;

WHEREAS, Declarant presently contemplates that the Units comprising the horizontal property regime will consist of different floor plans each having their own Private Elements and Limited Common Elements appurtenant to and serving such Units; and

WHEREAS, Declarant desires to establish for its own benefit and for the benefit of all future owners and occupants of the Development Property or any portion thereof, certain rights, privileges and easements in, over and upon the Development Property, and to this end, desires to subject the Development Property to certain mutually beneficial covenants, restrictions, obligations, easements, charges and liens for the purpose of enhancing and protecting the value, desirability and attractiveness and well as the proper use, conduct and maintenance of the Development Property or any part thereof.

NOW, THEREFORE, for the purposes set forth herein above Declarant, as legal title holder of the Development Property, declares as follows:

ARTICLE I. DEFINITIONS

The following words when used in this Declaration or any supplemental instrument hereto shall have the following meanings:

1. "Act" shall mean and refer to the "Horizontal Property Act" of the State of Tennessee located at Tennessee Code Annotated, Section 66-27-101, *et seq.*, as the same may be amended from time to time.

2. "Assessment" shall mean and refer to any assessment, annual or special, or any other charges by the Association against one or more Units owned by an Owner, including reasonable attorney's fees and costs incurred in the enforcement thereof and interest thereon to the extent authorized by law and the provisions hereof.

3. "Association" shall mean and refer to BAXTER LANE TOWNHOMES OWNERS' ASSOCIATION, INC., a Tennessee not-for-profit corporation, its successors and assigns.

4. "Board" shall mean and refer to the Board of Directors of the Association.

5. "Building" shall mean and refer to any one or all of the building(s) located on the Plan for the Development Property as shown on Exhibit B and forming a part of the Development Property and each containing Units.

6. "By-Laws" shall mean and refer to the By-Laws of the Association attached hereto as Exhibit D and made a part hereof, as same may be amended from time to time. For purposes of the Act, all provisions contained in the body of this Declaration dealing with the administration and maintenance of the Development Property and other matters which the Act provides are to be dealt with by the By-Laws shall be deemed to be part of the By-Laws.

7. "Common Elements" shall mean and refer to all of the Development Property except for the Units and Private Elements and, without limiting the generality of the foregoing, shall include the following, except as otherwise herein provided or stipulated:

a. The land, devices, improvements, structures, installations or any other elements or part of the Development Property that are rationally for the common use and benefit of all Unit Owners or necessary to the existence, upkeep and safety of the horizontal property regime established by this Declaration.

b. All foundations, main walls, bearing walls, bearing columns and roofs that are common to two (2) or more Units.

c. All compartments or installations of central services such as power, light, gas, water, sewer, telephone, cable television, including master meters, and the like.

d. All improvements, devices or installations existing for the common use and benefit of the Unit Owners.

e. All utility lines, pipes, ducts, wiring and conduits, except for those located within a Unit or are inseparable appurtenance thereto and serving only such Unit, the enjoyment, benefit and/or use of which is reserved exclusively to the Unit Owner of same.

f. Any common walls or fences.

8. "Common Expense" shall mean and refer to any and all expenses incurred in the administration and operation of the Common Elements, any Limited Common Elements and any other expenses of the Association incurred in conformance with this Declaration and By-Laws, including but not limited to, the maintenance and repair of the Common Elements, Limited Common Elements and any and all replacements and additions thereto.

9. "Declarant" shall mean and refer to TOUCHSTONE BUILDERS, INC., a Tennessee corporation, its successors and assigns, provided such successors and assigns are designated in writing by Declarant as a successor or assign of the rights of Declarant set forth herein. Declarant may and shall have the right to assign all or a portion of its rights, powers, easements and privileges under this Declaration in connection the development of appropriate portions of the Development Property and the construction and sale of Units thereon, including but not limited to, its voting rights, its rights and privileges regarding assessments and any other easements and rights described herein. In the event of such a partial assignment, the assignee shall not be deemed the Declarant but may and shall have the right to exercise such rights, powers, easements and privileges of the Declarant specifically assigned to it. Any such assignment may be made on a non-exclusive basis. Declarant shall be the "Developer" as defined under the Act.

10. "Declaration" shall mean and refer to this Declaration of Protective Covenants, Conditions and Restrictions applicable to the Development Property and all subsections thereof and recorded in the Register's Office for DAVIDSON COUNTY, Tennessee as may be amended from time to time.

11. "Delinquency Interest Rate" shall mean an annual interest rate established by the Board from time to time; provided, however, in no event shall the Delinquency Interest Rate exceed the maximum contract rate of interest allowed to be charged under applicable law as amended from time to time.

12. "Development Period" shall mean and refer to the period commencing upon the date hereof and ending on the earlier of the following dates: (a) on the day that is two (2) years after the first conveyance of a Unit to the initial purchaser other than the Declarant; (b) on the date that one hundred percent of the Units have been conveyed to an initial purchaser other than the Declarant; or (c) on any such earlier date as the Declarant, in its

sole discretion, elects to terminate the Development Period.

13. "Development Property" shall mean and refer to the real property shown and described on Exhibit A attached hereto and made a part hereof.

14. "Limited Common Elements" shall mean and refer to all Common Elements contiguous to and serving any Unit(s) to the exclusion of the other Units, as an inseparable appurtenance thereto, the enjoyment, benefit or use of which is reserved exclusively to the Unit Owner(s) of such Unit(s) either in this Declaration, on the Plat or by the Board.

15. "Majority of Unit Owners" shall mean and refer to the holders of more than fifty percent (50%) of the total Votes of the Members.

16. "Member" shall mean and refer to any Person(s) that shall be a Unit Owner, and as such, shall be a Member of the Association.

17. "Mortgage" shall mean and refer to any a first priority mortgage encumbering a Unit held by a Mortgagee.

18. "Mortgagee" shall mean and refer to any bank, mortgage banker, savings and loan association or other financial institution or pension fund, which is in the business of making mortgages to unaffiliated customers and which is the record holder of a recorded first priority Mortgage encumbering one or more Units or property within the Development Property, which is not affiliated with the Unit Owner and which has given written notice of its Mortgage to the Association.

19. "Occupant" shall mean and refer to any Person in possession of a Unit, regardless of whether said Person is a Unit Owner.

20. "Person" shall mean and refer to a natural person, as well as a corporation, partnership, firm, association, trust or other legal entity capable of holding title to real property. The use of the masculine pronoun shall include neuter and feminine references as applicable, and use of the singular shall include the plural where the context so requires.

21. "Plans" shall mean and refer to the detailed plans prepared for construction of any Improvement, which shall comply with the architectural control provisions, if any, of this Declaration.

22. "Plat" shall mean and refer to the plat, plan or survey of the Development Property presently submitted to this Declaration and the provisions of the Act, which is attached hereto as Exhibit B and made a part hereof and which shows the number, area and location of each Unit, as applicable, and other data necessary for its identification, together with such other plans or surveys as may be submitted to this Declaration and the provisions of the Act. No dedication to the public is intended by the recording of any Plat with this Declaration.

23. "Private Elements" shall mean and refer to the lot area upon which a Unit is located exclusive of any Common Elements located thereon as further described on Exhibit B attached hereto and made a part hereof. Exclusive ownership in fee simple and use of the Private Elements for each Unit is reserved to such Unit.

24. "Record" or "Recording" shall mean and refer to the recording of an instrument in the Register's Office for DAVIDSON COUNTY, Tennessee.

25. "Rules and Regulations" shall mean and refer to the rules and regulations concerning the use of the Units, Private Elements and the Common Elements, as adopted by the Board in accordance with this Declaration and By-Laws from time to time.

26. "Unit" shall mean and refer to the individually numbered portion of any Building, designed and built for use and occupancy as a single family residence and intended for independent ownership, which is not owned in common with any other Unit Owner. The boundaries of each Unit shall be the structural materials and improvements (e.g. flooring, ceiling and walls) enclosing such living space on the Development Property; provided, however, if any wall forming part of a Unit is common to another Unit, then the shared boundary of such wall is the center of such common wall. Any Unit may be jointly or commonly owned by more than one Person. It is intended that the term "Unit", as used in this Declaration, shall have the same meaning as the term "Apartment" as used in the Act.

27. "Unit Owner" shall mean and refer to the Person(s) whose estates or interests, individually or collectively, aggregate fee simple ownership of a Unit, its Private Elements, the Limited Common Elements appurtenant thereto and of the undivided percentage of ownership interest in the Common Elements. "Unit Owner" shall not mean the Mortgagee or beneficiary of a recorded Mortgage or deed of trust who holds a lien solely for security purposes and does not have possession of the Unit. Declarant shall be deemed a Unit Owner so long as it is the legal title holder of any Unit.

28. "Vote" shall mean and refer to the vote in the affairs of the Association to which each Member is entitled.

ARTICLE II. SUBMISSION OF DEVELOPMENT PROPERTY TO THE ACT

1. Establishment. Declarant, as Developer and as the legal title holder in fee simple of the Development Property, does hereby submit and subject the Development Property to the provisions of the Horizontal Property Act of the State of Tennessee and this Declaration, and does hereby establish a horizontal property regime to be known as BAXTER LANE TOWNHOMES, and hereby declares that the Development Property shall be held, sold and enjoyed subject to the easements, restrictions, covenants and conditions of this Declaration, which are for the purpose of protecting the value and desirability of the Development Property and which shall run with the land and be binding upon and inure to the benefit of all parties now or hereafter having any right, title or interest in the Development Property or any part thereof.

2. Plat. The Plat, which is attached as Exhibit B and incorporated herein by this reference thereto, sets forth the numbers, areas and location of each Unit and any other data necessary for their identification required by the Act.

3. Units. Each Unit is numbered as shown on the Plat and the legal description of each Unit shall consist of the identifying number or symbol of each Unit and its Private Elements as shown and further described on the Plat attached hereto as Exhibit B. Every deed, lease, Mortgage, deed of trust or other instrument shall legally describe a Unit by its identifying number as shown on the Plat and every description shall be deemed good and sufficient for all purposes, as provided in the Act. Except as provided by the Act, no Unit Owner shall by deed, plan, court decree or otherwise, subdivide or in any other manner cause his Unit or its Private Elements to be separated into any tracts or parcels different from the whole Unit and its Private Elements as shown on the Plat. The initial number of Units created and established by this Declaration shall be TWO (2), as numbered and located on the Plat. The total number of Units contained within the horizontal property regime established hereby may be increased or decreased as a result of the exercise by Declarant of its right to amend this Declaration; provided, however, that nothing contained herein shall be deemed to obligate the Declarant to so increase or decrease the total number of Units, or be a warranty or representation that Declarant shall do so, such right being at Declarant's sole and absolute discretion.

ARTICLE III. ASSOCIATION MEMBERSHIP AND VOTING RIGHTS

1. Owners' Association. There has been or will be formed an Association having the name "BAXTER LANE TOWNHOMES OWNERS' ASSOCIATION, INC.", a Tennessee not-for-profit corporation, which shall be the governing body for all Unit Owners and shall be operated to provide for the maintenance, repair, replacement, administration, operation and care of the Development Property, as provided in the Act, this Declaration and the By-Laws. The By-Laws for the Association shall be the By-Laws attached to this Declaration as Exhibit D and made a part hereof. The Charter for the Association is attached hereto as Exhibit E. The Board shall be elected and serve in accordance with the provisions of the By-Laws. The fiscal year of the Association shall be determined by the Board and may be changed from time to time as the Board deems advisable. The Association shall not be deemed to be conducting a business of any kind. All activities undertaken by the Association shall be for the sole benefit of the Unit Owners, and all funds received by the Association shall be held and applied by it for the use and benefit of the Unit Owners in accordance with the provisions of this Declaration and the By-Laws.

2. Membership. Each Unit Owner shall be a Member of the Association. Membership in the Association shall be appurtenant to and may not be separated from ownership of a Unit. A Unit Owner's membership in the Association shall automatically terminate when he ceases to be a Unit Owner. Upon the conveyance or transfer of a Unit Owner's ownership interest to a new Unit Owner, the new Unit Owner shall simultaneously succeed to the former Unit Owner's membership in the Association.

3. Voting. The voting rights of the Members shall be appurtenant to their ownership

of Units. Each Member shall be entitled to cast a single vote for each Unit owned by such Member. When two or more Persons hold an interest (other than a leasehold or security interest) in a Unit, all such Persons shall be Members; but the Vote attributable to such Unit shall be exercised by one of such Persons as proxy and nominee for all such Members, and in no event shall more than one (1) Member be entitled to cast the Vote attributable to such Unit. Furthermore, neither the Declarant nor any other Person dealing with the Development Property shall have any duty to inquire as to the authorization of the Member casting the Vote for a Unit, but shall be entitled to rely upon the evidence of voting as conclusive evidence of such Member's authority to cast the Vote for such Unit.

4. Voting Rights. Any Member, who is delinquent in the payment of any Common Expense or other charge duly levied by the Association against Units(s) owned by such Member, shall not be entitled to Vote until all such Common Expenses and charges, including reasonable penalties, interest and costs of collection, as the Board may impose or incur, have been paid to the Association. In addition, the Board may after a hearing observing general due process requirements, suspend the right of such Member to use the Common Elements or any other facilities or services that the Association may provide until such delinquency is cured. Such hearing shall be held only after giving such Member not less than ten (10) days prior written notice specifying the alleged violation and setting the time, place and date of such hearing. The forgoing rights of the Board shall be in addition to all other rights set forth herein or available at law or in equity with respect to a failure to pay Common Expenses.

5. Manner of Voting. Except as specifically provided elsewhere herein, the Board shall have the authority to regulate the procedural rules governing the voting of Members, the acceptance of proxies from Members, the validity of voice Votes, ballot Votes or other manners of voting and any regulation of the solicitation of Votes or proxies.

6. First Annual Meeting. The first regular annual meeting of the Members for the election of Directors and such other business as shall come before the Members shall be held on a date to be selected by the Board within the first NINETY (90) days following the expiration of the Development Period. Until the first regular annual meeting of the Members, the members of the Board shall be appointed by the Declarant or the Declarant shall act as and on behalf of the Board.

7. Management of Property. The Declarant during the Development Period and thereafter the Board shall have the authority to engage the services of an agent (herein sometimes referred to as the "Managing Agent") to maintain, repair, replace, administer and operate the Development Property and to manage the affairs of the Association to the extent deemed advisable by the Declarant during the Development Period and thereafter the Board; provided, however, that such contract may be terminated without penalty at any time, at will, upon not more than NINETY (90) days notice, and for cause at any time upon not more than THIRTY (30) days notice to such Managing Agent. No such contract shall be of a duration in excess of TWO (2) years. The Managing Agent shall be required to have fidelity bond coverage on its employees handling Association funds, and the cost of such services shall be a Common Expense of the Association.

8. Non-Liability of Declarant, Board and Officers. To the extent permitted by law, neither the Declarant, the Board or officers of the Association shall be personally liable to Unit Owners or the Association for any mistake of judgment or for any other acts or omissions of any nature whatsoever as such Declarant, Board member or officer, except for any acts or omissions found by a court to constitute gross negligence or actual fraud. Unit Owners and the Association shall indemnify and hold harmless the Declarant, the Board and the officers and their respective heirs, executors, administrators, successors and assigns.

9. Binding Determination. In the event of any dispute or disagreement between any Unit Owners relating to the Development Property; or the use, right to use or maintenance of any Common Element; or any other questions of interpretation or application of the provisions of this Declaration, the By-Laws or any Rule or Regulation, the determination thereof by the Declarant during the Development Period and thereafter the Board shall be final and binding on each and all Unit Owners.

10. Common Element Ownership. Each Unit is hereby allocated an undivided percentage of ownership interest in the Common Elements, which percentage shall be the result of a fraction, the numerator of which shall be equal to the number one and the denominator of which is the total number of Units shown on the Plat. The Common Elements shall be owned by the Unit Owners as tenants in common in accordance with the percentage of ownership interest allocated to each Unit. The percentage of ownership interest in the Common Elements allocated to each Unit at the time of recording this Declaration is as shown on Exhibit C attached hereto and made a part hereof. Such assigned percentage of ownership interest shall remain constant unless hereafter changed by recorded amendment to this Declaration by the Declarant during the Development Period or by a recorded amendment to this Declaration by the Unit Owners as provided herein. The ownership of a Unit shall not be conveyed separate from the undivided ownership in the Common Elements appurtenant to such Unit. The undivided interest in the Common Elements appurtenant to any Unit shall be deemed conveyed or encumbered with that Unit, even though the legal description in the instrument conveying or encumbering such Unit may refer only to the fee title to that Unit. The Common Elements shall remain undivided and shall not be the subject of an action for partition.

ARTICLE IV. USE OF COMMON ELEMENTS

1. Common Elements. Each Unit Owner shall have the right and easement to use the Common Elements, except for Private Elements and Limited Common Elements, in common with all other Unit Owners and as may be required for the purposes of access, ingress, egress, use, occupancy and enjoyment of the Unit owned by such Unit Owner.

2. Private Elements. Each Unit Owner shall have the right to the exclusive use and possession of the Private Elements appurtenant to his Unit.

3. Limited Common Elements. Each Unit Owner shall have the sole and exclusive

right and easement to the use, benefit, occupancy and enjoyment of the Limited Common Elements serving his Unit alone.

4. Delegation of Rights. Such rights to use the Common Elements, Private Elements and the Limited Common Elements shall extend not only to each Unit Owner but also to his family members, invitees, agents, representatives, tenants and licensees.

5. Limitation on Use. Such rights to use the Common Elements, Private Elements and the Limited Common Elements provided for herein shall be subject to and governed by the provisions of the Act, this Declaration, the By-Laws and the Rules and Regulations adopted and approved by the Board from time to time. In addition, the Association shall have the authority to grant concessions or easements with respect to parts of the Common Elements subject to the provisions of this Declaration and By-Laws. All income derived by the Association from concessions or other sources shall be held and used for the benefit of the Members of the Association pursuant to such rules, resolutions and regulations as the Board may adopt or prescribe.

ARTICLE V. COMMON EXPENSES AND ENFORCEMENT

1. Common Expenses. Each Unit Owner, by acceptance of a deed therefore, is deemed to covenant and shall pay his proportionate share of the Common Expenses defined herein above. The Board shall set the time and manner by which the Common Expenses are paid.

2. Use of Common Expenses. The Board shall have the power and authority to levy Assessments against all Members:

a. To promote the recreation, health, safety and welfare of the Unit Owners.

b. To provide for the maintenance, cleaning, painting, repair, replacement of, and additions to the Common Elements.

c. To pay taxes, insurance premiums for hazard insurance for Common Elements and insurance premiums for liability insurance protecting the Board, officers and the Declarant for any mistake of judgment or for any other acts or omissions of any nature whatsoever as such Declarant, Board member or officer, except for any acts or omissions found by a court to constitute gross negligence or actual fraud. Unit Owners and the Association shall indemnify and hold harmless the Declarant, the Board and the officers and their respective heirs, executors, administrators, successors and assigns.

d. To pay bills, if any, related to the management of the affairs and maintenance of the Association.

e. To pay the fees of any Management Agent that the Association may employ to manage the affairs of the Association.

f. To pay such other reasonable and necessary expenses of the Association required by or reasonably related to effectuating the rights, duties and responsibilities of the Association as provided by the Act, this Declaration or the By-Laws.

3. Commencement and Allocation. Commencing with the date of ownership of his Unit, each Unit Owner shall be responsible for paying his share of the Common Expenses of the Association in the same proportion as his percentage of ownership interest in the Common Elements. No Unit Owner shall be exempt from payment of his proportionate share of the Common Expenses of the Association by waiver or non-use of enjoyment of the Common Elements or by abandonment of his Unit.

4. Declarant Responsibility. Except for his responsibilities as a Unit Owner, Declarant shall not have any responsibility for the payment of Common Expenses. However, in the event Declarant expends any of its own funds in excess of Declarant's proportionate share of the Common Expenses by virtue of being a Unit Owner, Declarant shall be entitled to reimbursement from the Association or to a credit for such sums so expended. Declarant will not be obligated to pay any operating fund deficiencies that are due to non-payment of Common Expenses by Unit Owners other than the Declarant. Nothing contained in this paragraph shall be deemed to relieve or release any Unit Owner from the obligation of that Unit Owner to pay that Unit Owner's proportionate share of the Common Expenses. The obligation of the Declarant to pay Common Expenses may be satisfied in the form of cash or by "in kind" contribution of materials and substances or a combination thereof. All "in kind" contributions of services and materials shall be valued at the reasonable market value of such service or materials.

5. Creation of Lien and Personal Obligation. In order to secure payment of Common Expenses as same become due, there shall arise a continuing lien against the interest of such Unit Owner in his Unit, its Private Elements, the Limited Common Elements appurtenant thereto and his percentage of ownership interest in the Common Elements as provided in the Act for the amount thereof, which shall bear interest at the Delinquency Interest Rate, together with any reasonable late charge established by the Board and together with all costs, including reasonable attorney's fees in the collection thereof or in the enforcement of the lien. The Common Expenses, together with such interest, attorney's fees and costs shall also be the personal obligation of the Person who was the Unit Owner at the time the Common Expenses became due. Such personal obligation shall not pass to successors in title unless expressly assumed by them. The Association may bring an action at law against the Unit Owner personally obligated to pay same or foreclose the lien against the Unit. Except as provided herein, the lien for non-payment of Common Expenses shall not be affected by any sale or transfer of the Unit, and any sale or transfer of a Unit shall be subject to any such lien. If the lien is not paid prior to any sale or transfer of the encumbered Unit, then the lien shall remain against the Unit and shall be payable by the new Unit Owner thereof.

6. Mortgage Protection. Each Unit Owner shall have the right, subject to the provisions herein, to mortgage his Unit, its Private Elements, the Limited Common Elements appurtenant thereto and his percentage of ownership interest in the Common

Elements. From the date hereof, no Unit Owner shall have the right or authority to make, create or cause to be made or created any Mortgage, deed of trust or other lien on or affecting the Development Property or any part thereof, except to the extent of his own Unit, its Private Elements, the Limited Common Elements appurtenant thereto and his percentage of ownership interest in the Common Elements. The Common Expense or other Assessment lien payable by a Unit Owner shall be subordinate to the lien of any first recorded Mortgage or deed of trust held by a Mortgagee on the Unit, its Private Elements, the Limited Common Elements appurtenant thereto and his percentage of ownership interest in the Common Elements except for the amount of the proportionate share of any Common Expense which becomes due and payable from and after the date on which the Mortgagee or beneficiary thereunder either takes possession of the Unit encumbered thereby, accepts a conveyance of any interest therein (other than as security) or forecloses its Mortgage or deed of trust. The Association shall have a lien upon the proceeds from foreclosure or sale junior only to the lien of the foreclosed first Mortgage. Any delinquent Common Expenses that are extinguished by virtue of the foreclosure of, or other exercise of remedies under, any such Mortgage or deed of trust may be reallocated by the Board and assessed equally to all of the Units governed by the Association.

7. Separate Real Estate Taxes and Utility Assessments. Real estate taxes shall be separately taxed to each Unit Owner for his Unit, its Private Elements, the Limited Common Elements appurtenant thereto and his percentage of ownership interest in the Common Elements as provided in the Act. In the event that such taxes for any year are not separately taxed to each Unit Owner, but rather are taxed on the Development Property as a whole, then each Unit Owner shall pay his proportionate share thereof in accordance with his respective percentage of ownership interest in the Common Elements, and, in said event, such taxes shall be a Common Expense. Utility services for Units shall be separately metered, and all utility charges for Units shall be assessed to and shall constitute the sole responsibility of the respective Unit Owners thereof.

ARTICLE VI. ALTERATIONS AND IMPROVEMENTS

1. Common Elements. No Unit Owner shall make any alteration of, addition or improvement to, or place any structure, device or installation upon the Common Elements, or any portion thereof, without the prior written approval of the Declarant during the Development Period and thereafter the Board. The Declarant during the Development Period and thereafter the Board may authorize and charge as part of the Common Expenses any alteration, addition, and improvement to the Common Elements.

2. Units, Private Elements and Limited Common Elements. Unit Owners shall be permitted to make any alteration, addition or improvement to his Unit, its Private Elements and the Limited Common Elements attributable thereto without the prior written approval of the Board. However, such Unit Owner shall be responsible for any damage to other Units, their Private Elements, the Limited Common Elements attributable thereto, the Common Elements, the Development Property or any part thereof resulting from such alteration, addition or improvement. Any alteration, addition, improvement or maintenance made by a Unit Owner to the exterior of his Unit: (a) shall be in strict conformity with the

architectural style and design of the Unit as originally constructed and shall be compatible with other Improvements constructed on the Development Property as determined by the Declarant during the Development Period and thereafter the Board in its sole discretion; and (b) shall not be constructed, placed, or maintained on the Development Property until the Plans and specifications therefor showing the nature, kind, shape, height, materials, color, location and any other information required by the Declarant during the Development Period and thereafter the Board have been submitted to and approved in writing by the Declarant during the Development Period and thereafter the Board.

3. Limited Effect of Plan Approval. The approval by the Board of a Unit Owner's Plans for the construction of an Improvement is not intended to be an approval of the structural stability, integrity or design of a completed Improvement, the safety of any component therein, or the compliance thereof with DAVIDSON COUNTY regulatory requirements or any federal, state or local law, regulation or ordinance. This approval by the Board is required solely for the purpose of insuring compliance with the covenants contained herein and to insure the harmonious and orderly architectural and aesthetic development and improvement of the Development Property. Notice is hereby given to any future Unit Owner and/or occupant of any completed Improvement and all invitees and other persons who may from time to time enter or go on or about such completed Improvement that no permission or approval granted by the Declarant, the Board or the Association with respect to the construction of any Improvement pursuant to this Declaration shall constitute or be construed as an approval of the structural stability, integrity or design of a completed Improvement, the safety of any component therein or the compliance thereof with DAVIDSON COUNTY regulatory requirements or any federal, state or local law, regulation or ordinance. As such, no liability shall accrue to the Declarant, the Board or to the Association in the event that any such construction shall subsequently prove to be defective or not in compliance with such requirements.

ARTICLE VII. MAINTENANCE

1. Common Elements. Except as otherwise provided herein, maintenance of, repairs to and replacements within the Common Elements shall be the responsibility of and shall be furnished by the Association, the cost of which shall be part of the Common Expenses assessed to and paid by all Unit Owners.

2. Units, Private Elements and Limited Common Elements. Each Unit Owner, at his own expense, shall furnish and be responsible for all maintenance of, repairs to and replacements within his Unit, its Private Elements and the Limited Common Elements appurtenant thereto. If any Unit Owner fails to maintain, repair or replace any items required herein to be maintained, repaired or replaced by said Unit Owner, then the Association shall have the right, but not the duty, in its sole discretion, to carry out such maintenance, repair or replacement, the cost of which shall be added to and become a part of the Common Expense attributable to such Unit.

3. Unit Owner Responsibility for Damage. If the negligent act or inaction of a Unit Owner or of his family members, invitees, agents, representatives, tenants, licensees or

household pet causes damage to or necessitates the maintenance, repair or replacements of the Common Elements, which would otherwise be a part of the Common Expenses, then such Unit Owner shall pay for such damage or such maintenance, repair and replacement, as may be determined by the Board, to the extent not covered by the Association's insurance. If the act or inaction of a Unit Owner or of his family members, invitees, agents, representatives, tenants or licensees that causes damage to or necessitates the maintenance, repair or replacements of Common Elements is intentional, reckless or grossly negligent, then such Unit Owner shall pay for such damage or maintenance, repair and replacement as may be determined by the Board irrespective of the extent of the Association's insurance coverage.

ARTICLE VIII. EASEMENTS AND ENCROACHMENTS

1. Common Elements. Each Unit Owner shall have a perpetual and non-exclusive easement for ingress and egress to his Unit and in, upon, over, under, across and through the Common Elements.

2. Public and Private Utilities. Easements for installation and maintenance of public and private utilities and drainage facilities are reserved as shown on the Plat and as otherwise shown by the public records. A blanket, perpetual and non-exclusive easement in, upon, over, across and through the Common Elements, including the Private Elements and Limited Common Elements, for the purpose of the installation, maintenance, repair, service and replacement of all sewer, water, power, telephone, cable television systems pipes, lines, mains, conduits, poles or transformers as well as any and all other equipment or machinery necessary or incidental to the proper functioning of any utilities systems servicing the Development Property is hereby reserved, which easement shall be for the benefit of the Declarant, the Association and any governmental agency, utility company or other entity (public or private) which requires same for the purpose of furnishing one or more of the foregoing services.

3. Declarant. During the Development Period, an easement is reserved to Declarant in, upon, over, under, across and through the Common Elements, including the Private Elements and the Limited Common Elements, in order to maintain such facilities and perform such operations as in the sole opinion of the Declarant may be reasonably required, convenient or incidental to the construction and maintenance of the Units, the Private Elements, the Limited Common Elements and the Common Elements, including, without limitation, a business or sales office, storage area, construction yards and signs.

4. Encroachment. If any portions of the Common Elements, including the Limited Common Elements, shall actually encroach upon any Unit or its Private Elements, or if any Unit or its Private Elements shall actually encroach upon any portions of the Common Elements as shown on the Plat due to engineering errors, errors in original construction, settlement or shifting of a Building or any similar cause, there shall be deemed to be mutual easements in favor of the respective Unit Owners involved to the extent of such encroachments so long as same exists; provided, however, in no event shall an easement for encroachment be created in favor of a Unit Owner, if said encroachment occurred due

to the willful act of said Unit Owner.

5. Association. A blanket, perpetual and non-exclusive easement of unobstructed ingress and egress in, upon, over, across and through the Common Elements, including the Private Elements and the Limited Common Elements, is hereby reserved to the Association, the Board, Managing Agent or their respective agents or employees for the purpose of maintaining, repairing, and replacing the Common Elements, the Limited Common Elements or any equipment, facilities or fixtures affecting or servicing or the Common Elements as well as to remedy any violations of the provisions of this Declaration, the By-Laws or any Rule and Regulation of the Association; provided that requests for entry are made in advance and that any such entry is at a time reasonably convenient to the Unit Owner. In the case of an emergency or the Unit Owner's uncooperative or untimely response to such request, the right of entry shall be immediate, whether the Unit Owner is present at the time or not.

6. Federal, State and Local Entity. An easement is hereby established for the benefit of any applicable federal, state or local entity over all portions of the Development Property for the setting, removing and reading of water meters; for maintaining and replacing water, sewage and drainage facilities; for police protection, fire fighting and garbage collection; and the rendering of such other services as are appropriate and necessary for the use and enjoyment of the Development Property. In no case shall any such entity be responsible for failing to provide any such emergency or regular fire, police or other public service to the Development Property or to any of its occupants, when such failure is due to the lack of access to such area as a result of inadequate design or construction, blocking of access routes, or any other factor within the control of the Declarant, the Association or any Unit Owner.

ARTICLE IX. USE AND OCCUPANCY RESTRICTIONS

1. General. The following restrictions on the use and occupancy of the Development Property, or any part thereof, are made a part of this Declaration to which each Unit Owner shall be subject.

2. Single Family Residence. Each Unit shall be used only for private, single-family residential purposes and purposes incidental and necessary thereto consistent with this Declaration, and not otherwise. The foregoing restriction shall not, however, be construed in such a manner as to prohibit a Unit Owner from: (i) keeping his personal business or professional records or accounts; or (ii) handling his personal business or professional calls or correspondence from his Unit. Such uses are expressly declared customarily incident to the principal residential use and not in violation of said restriction. Further, the foregoing restriction shall not preclude real estate sales offices and construction trailers from being maintained on the Development Property by or on behalf of the Declarant for purposes of construction, development and sale of the Development Property and the Units located or to be located thereon.

3. Unit Lease. No Unit, or interest therein, shall be leased by a Unit Owner except

by a written lease and for a term of not less than one (1) year. The Lessee under such lease shall be bound by and subject to all of the terms, conditions, restrictions, rights and obligations of this Declaration, By-Laws and the Rules and Regulations, which shall be expressly provided in the lease. Failure to comply with the Declaration and By-Laws shall be a default under such lease. No Unit Owner may lease less than the whole of a Unit, nor lease his Unit for transient or hotel purposes. A copy of all such leases shall be furnished to the Board. This restriction shall not be deemed to prohibit Mortgagee who takes title to a Unit pursuant to the terms of its security instrument from leasing a Unit for a limited period of time until the Mortgage can find a buyer for the Unit.

4. Good Condition and Order. Each Unit Owner shall maintain his Unit, its Private Elements and Limited Common Elements appurtenant thereto in good condition and in good order and repair, at his own expense. Each Unit Owner shall not do or allow anything to be done or kept within his Unit, its Private Elements, the Limited Common Elements or the Common Elements which may increase the cost or cause the cancellation of insurance on other Units, their Private Elements or the Limited Common Elements appurtenant thereto or the Common Elements.

5. Nuisances. No unlawful, noxious or offensive activities shall be carried on or in any Unit, its Private Elements or the Limited Common Elements appurtenant thereto; the Common Elements; or elsewhere within the Development Property. Nothing shall be done therein or thereon, which may be or may become a nuisance or which shall in the judgment of the Board cause unreasonable noise and disturbance to others.

6. Signs. Except for signs erected or provided by the Declarant or the Association, no sign, billboard or poster of any kind of a permanent nature shall be erected, exhibited, maintained or placed on or within the Development Property. Temporary signs, such as "For Sale" signs and the like, shall be permitted so long as: (a) the maximum surface area does not exceed four (4) square feet; and (b) there are no more than two (2) signs per Unit.

7. Animals. No animals, livestock or poultry of any kind shall be raised, bred or kept on or within the Development Property; except that dogs, cats or other household pets may be kept, provided they are confined to the Units, their Private Elements, the Limited Common Elements appurtenant thereto. However, such dogs, cats or other household pets shall not be kept, bred or maintained for any commercial purposes, and they shall not be kept in such numbers as to become a nuisance to others. Further, such dogs, cats or other household pets shall be kept in strict accordance with any Rules and Regulations relating to household pets from time to time may be adopted by the Association.

8. Garbage Disposal. The Development Property shall not be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers and shall be disposed of in a clean and sanitary manner.

9. Clotheslines and Lighting. No clotheslines, clothes hanging devices or the like upon any Unit or its Private Elements shall be permitted. Outside lights at eaves and door entrances, flood lights and spot lights shall be permitted; provided, however, these lights

must be adjusted so that the rays of any beam or floodlight shall not interfere with neighboring Units and their Private Elements. Exterior flashing lights or spot/flood lights on the exterior that shine on or into adjacent Units and their Private Elements shall be prohibited. Walkway, driveway or landscape lighting shall be of low intensity. Seasonal decorative lighting shall be permitted only during the holiday season. Any lighting inconsistent with these restriction must be approved by Declarant during Development Period and thereafter the Board.

10. Fences. No chain link or barbed wire fences shall be permitted.

11. Codes. Each Unit Owner shall observe all governmental building codes, health restrictions, zoning restrictions and other regulations applicable to his Unit and its Private Elements. In the event of any conflict between any provision of such governmental code, regulation or restriction and any provision of this Declaration, the more restrictive provision shall apply.

12. Vehicles. Junk vehicles, inoperable vehicles, unlicensed vehicles not for immediate use or vehicles of any kind in disrepair may not be kept, parked, serviced or assembled in public view on the Development Property. "Serviced" for purposes of this subparagraph shall not be deemed to include the cleaning, washing or polishing of a vehicle; the changing of oil, lubricants, anti-freeze or other fluids; nor the replacing of air, oil or other filters used in the vehicle.

13. Water; Sewer; Drainage. No Unit shall be occupied and used unless the same shall be connected to and served with water and sewer from the water and sanitary sewer supply mains provided for the Development Property. Catch basins and drainage areas, if any, are for the purpose of natural flow of water only. No obstruction or debris shall be placed in these areas. No Unit Owner may obstruct or re-channel drainage flows after installation of storm sewers/drains or other drainage systems.

14. Use of Common Elements. The Common Elements shall be used by Unit Owners and their family members, invitees, agents, representatives, tenants and licensees for such purposes incidental to the use of the Units; provided, however, areas designed for a specific use shall be used for the purposes so designated as approved by the Board. The use, maintenance and operation of the Common Elements shall not be obstructed, damaged or unreasonably interfered with by any Unit Owner.

15. Personal Property. Articles of personal property belonging to any Unit Owner and their family members, invitees, agents, representatives, tenants and licensees, such as bicycles, wagons, toys, furniture, clothing and other articles shall be stored or kept in the Unit.

16. Additional Prohibited Activities. The Board may from time to time reasonably prohibit certain activities on or within the Development Property and such prohibition shall be final and binding on all Unit Owners.

17. Declarant Use. During the Development Period, the Declarant and its agents, employees, contractors and subcontractors, and their respective agents and employees, shall be entitled to such access, ingress to and egress from the Units, their Private Elements and the Development Property as may be required for purposes of the construction and sale of Units. While the Declarant owns any Unit(s), the Declarant and its employees and agents may use and show any unsold or unoccupied Unit as a model Unit and may use such unoccupied Unit as a construction or sales office.

ARTICLE X. RIGHTS AND OBLIGATIONS

1. General. Each grantee of a Unit, by the acceptance of a deed of conveyance, accepts the same subject to all restrictions, conditions, covenants, reservations, liens and charges and subject to the jurisdiction, rights and powers created or reserved by this Declaration and the By-Laws. All present and future Unit Owners shall be subject to and shall comply with the provisions of this Declaration and the By-Laws. All restrictions, conditions, covenants, reservations, liens, charges, rights, benefits and privileges hereby imposed: (a) shall be deemed and taken to be covenants running with the land; (b) shall bind any Person having at any time any interest or estate in said land; and (c) shall be binding upon and inure to the benefit of such person in like manner as though the provisions of this Declaration were recited and stipulated at length in each and every deed of conveyance or contract for conveyance.

2. By-Laws. All present and future Unit Owners of a Unit shall be subject to and shall comply with the provisions of the By-Laws appended hereto and recorded herewith, pursuant to Tennessee Code Annotated, Section 66-27-111, as they may be amended from time to time. The acceptance of a deed of conveyance or devise or the entering into occupancy of any Unit shall constitute an agreement that the provisions of the By-Laws and any Rules and Regulations promulgated thereunder, as may be amended from time to time, are assumed, accepted and ratified by such Unit Owner. All such provisions shall be deemed and taken to be covenants running with the land and shall bind any person having at any time any interest or estate in such Unit, as though such provisions were recited and stipulated at length in each and every deed, conveyance or lease thereof.

3. Mortgagee. The terms and conditions of this Declaration, the By-Laws and the Rules and Regulations of the Association may be incorporated by reference in and become part of the agreement between any Mortgagee of a Unit and any present or future Unit Owner who enters into such an agreement with a Mortgagee of his Unit. When so incorporated, any default in the terms and conditions of this Declaration, the By-Laws and the Rules the and Regulations may be considered by the Mortgagee of a Unit as a default, whereupon said Mortgagee after exercising its option to declare a default shall then have all of the rights and privileges arising as a result of a default under its agreement with said Unit Owner.

4. Rights Reserved. In addition to any rights reserved elsewhere in this Declaration, the right and easement of use and enjoyment of the Common Elements provided for by this Declaration shall be subject to:

a. The right of the Association as provided herein, in the By-Laws or in the Rules and Regulations to suspend the use and enjoyment rights of any Unit Owner for any period during which any Common Expense or other charge remains unpaid and for such period as it considers appropriate for any infraction of its published Rules and Regulations.

b. The right of the Association to charge reasonable fees for the use of any part or parts of the Common Elements.

c. The right of the Association to diminish in any way or to dedicate or transfer all or any part of the Common Elements to any public agency or authority for such purposes and subject to such conditions as may be agreed to by the Members entitled to Vote thereon; provided that no such diminution or dedication or transfer or determination as to the purposes or as to the conditions thereof shall be effective unless both Members of the Association have agreed to such dedication, transfer, purpose or condition.

d. The right of Declarant, at its sole expense, to construct, expand, enlarge or relocate sewers, utility lines or service connections in order to serve the existing Units.

e. The right of the Association to grant such easements and rights-of-way to such utility companies or public agencies or authorities as it shall deem necessary for the proper servicing and maintenance of the Common Elements and the Units.

f. The right of the Declarant to subject the Development Property to such cross easements for ingress, egress, access and utilities as may be necessary or as may be required by appropriate governmental agency/authority to serve the Development Property.

ARTICLE XI. MORTGAGEE RIGHTS AND PROTECTIONS

1. Actions Requiring Mortgagee Approval. Without the prior written consent of at least FIFTY-ONE percent (51%) of all recorded first Mortgagees of Units or beneficiaries thereunder of record (based upon one vote for each Unit upon which a Mortgage is owned), who have requested such notice, the Association shall not be entitled to:

a. By act or omission, seek to abandon or terminate the horizontal property regime established hereby or to seek to abandon or terminate the restrictions declared herein.

b. Change the pro rata interest or obligations of any Unit for the purpose of levying Common Expenses or charges or allocating distributions of hazard insurance proceeds or condemnation awards or determining the pro rata share of ownership of each Unit in the Common Elements.

c. By act or omission, seek to abandon, partition, subdivide, encumber, sell or transfer the Common Elements or facilities; provided that, the granting of easements for public utilities or for other public purposes consistent with the intended use of the Common Elements by the Development Property shall not be deemed to transfer within the meaning of this clause.

d. Use hazard insurance proceeds for losses to any Common Element or facility for other than the repair, replacement or reconstruction of such Improvements, except as provided by statute.

2. Voting Rights. In addition to the required Votes of the Unit Owners necessary to approve a proposed amendment as set forth in this Declaration, unless a higher percentage Vote is required elsewhere in this Declaration or by the Act, written consent of at least FIFTY-ONE percent (51%) of all recorded first Mortgagees of Units or the beneficiaries thereunder of record (based upon one vote for each Unit upon which a Mortgage is owned), who have requested such notice, shall be required to approve any amendment to this Declaration or the By-Laws which would materially affect or change:

a. Unit Owners' voting rights, percentage ownership interest in the Common Elements allocated to each Unit, rights to use Common Elements or the right to sell or transfer a Unit.

b. The method of assessment of Common Expenses or the priority of the lien of the Association for unpaid Common Expenses.

c. The requirement of a reserve fund for the repair or replacement of the Common Elements, and the allocation of responsibility for maintenance or repair of the Common Elements or Units.

d. The boundaries of a Unit or the method of determining when property will be reconstructed or repaired in the event of partial destruction or the conversion of a Unit to Common Elements or vice versa.

e. Any provision of this Declaration which expressly benefits any Mortgagee, insurer or guarantor.

3. Records Examination. Mortgagees shall have the right to examine the books, records and financial statements of the Association, as well as this Declaration, the By-Laws and other rules concerning the Development Property at reasonable times and upon reasonable notice.

4. Insurance Policy. Mortgagees shall have the right, upon written request, to receive notice from the Association of any lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Association.

5. Condemnation and Casualty Loss. Mortgagees shall be entitled to timely written notice of any condemnation or casualty loss that affects either a material portion of the Common Elements or the Unit securing the Mortgagee's Mortgage, and no Unit Owner or any other party shall have priority over any rights of Mortgagees in the case of a distribution to Unit Owners of insurance proceeds or condemnation awards for losses to or a taking of Units and/or Common Elements.

6. Mortgagee Consent. Mortgagees shall also have the right, upon written request, to receive written notice from the Association of any proposed action that requires the consent of a specified percentage of Mortgagees.

7. Mortgagor Default. Mortgagees, upon written request, shall be notified by the Association in writing of any default by the mortgagor of a Unit in the performance of such mortgagor's obligations under the Development Property documents which is not cured within sixty (60) days from the date of such default.

8. Unit Disposition. Any Mortgagee who obtains title to a Unit pursuant to remedies provided in the Mortgage or deed of trust, or upon foreclosure of the Mortgage or deed of trust, or upon receiving a deed (or assignment) in lieu of foreclosure, shall take the Unit free of any claims for unpaid Common Expenses and charges against the mortgaged Unit which accrued prior to the time such holder comes into possession of the Unit. Specifically, and without limitation upon the provisions of this subsection, this Declaration, the By-Laws or any other constituent documents of the Development Property shall not impair the rights of any Mortgagee to: (i) foreclose or take title to a Unit pursuant to remedies provided in the Mortgage; (ii) accept a deed (or assignment) in lieu of foreclosure in the event of default by a mortgagor; or (c) sell a Unit acquired by the Mortgagee.

9. Pre-Mortgage Liens. As set forth in Tennessee Code Annotated, Section 66-27-120, all taxes, Common Expenses and charges which may become liens prior to the first Mortgage under the laws of the State of Tennessee shall relate only to the Unit and not to the Development Property as a whole.

10. Professional Management Agreement. Any agreement for professional management of the Development Property, whether by the Declarant, the Association, its successors and assigns or any other person or entity, may be terminated without cause on NINETY (90) days written notice and for cause upon THIRTY (30) days notice; and the terms of any such contract shall so provide and shall not be of a duration in excess of TWO (2) years.

11. Reserve Fund. Common Expenses shall include an adequate reserve fund for maintenance, repair and replacement of those Common Elements, if any, that must be replaced on a periodic basis and shall be payable in regular installments rather than by special assessments.

12. General Notice. Mortgagees shall request notice of the matters set forth herein by making written request to the Association upon becoming an Mortgagee hereunder and requesting that the name and address of such Mortgagee and the Unit so encumbered be identified by the records of the Association to be established and maintained pursuant to the By-Laws. Any notice requesting approval of any Mortgagee as required herein shall advise said Mortgagee that failure to respond within sixty (60) days of said notice shall be deemed to be approval by said Mortgagee of the matter for which approval is being sought.

ARTICLE XII. REMEDIES AND ENFORCEMENT

1. General. In the event of any violation of the provisions of the Act, this Declaration, the By-Laws or the Rules and Regulations of the Association by any Owner by his own conduct or by the conduct of any family member, invitee, agent, representative, tenant or licensee, the Association, its successors or assigns, any Unit Owner aggrieved thereby, and the Declarant shall have each and all of the rights and remedies which may be provided for in this Declaration, the By-Laws, Rules and Regulations and any right that may be available at law or in equity. The Association, its successors or assigns, and the Declarant may prosecute an action or other proceeding against such defaulting Owner and/or others for the enforcement of any right or remedy; the enforcement of any lien; for damages, injunction or specific performance; for judgment for payment of money and collection thereof; for any combination of remedies; or for any other relief available and appropriate.

2. Violation and Non-compliance Fines. In the event of any violation of the provisions of the Act, this Declaration, the By-Laws or the Rules and Regulations of the Association by any Unit Owner or any family member, invitee, agent, representative, tenant or licensee of his Unit, the Declarant during the Development Period and thereafter the Board or an authorized agent thereof shall give written notice to the Owner of such non-compliance and the basis therefor. If the violation or non-compliance is not brought into compliance or a satisfactory resolution is presented in writing by the Unit Owner and accepted by the Declarant during the Development Period and thereafter the Board within TEN (10) business days of the delivery of this written notice, then the Declarant during the Development Period and thereafter the Board shall be authorized: (a) to assess reasonable fines related to the violation and/or non-compliance; and/or (b) to make the necessary corrections or to take necessary action to achieve compliance at the Unit Owner's expense. In the event of multiple or continuing violations, fines may be assessed against the Unit Owner without further notice or opportunity to cure, and the Board may make the necessary corrections or to take necessary action to achieve compliance at the Unit Owner's expense.

3. Enforcement Costs. All expenses of the Association and the Declarant in connection with any such actions or proceedings, including court costs and reasonable attorney's fees and other fees and expenses and all damages, liquidated or otherwise, together with interest thereon at the Delinquency Interest Rate or such other uniform lawful rate as the Board shall determine, until paid, shall be charged to, assessed against and paid by such defaulting Unit Owner. All such expenses of the Association, if not paid, shall be added to and deemed part of the Unit Owner's respective share of the Common Expenses, and the Association shall have a lien on the Unit, its Private Elements, Limited Common Elements appurtenant thereto and its percentage of ownership interest in the Common Elements. Provided, however, that such lien shall be subordinate to the lien of a recorded first Mortgage or deed of trust on the Unit to the extent set forth herein.

4. No Waiver. The failure by the Declarant, the Board or any Unit Owner to enforce any covenant or restriction or Rule and Regulation provided in or by this Declaration, the

By-Laws or the Act shall in no event be deemed a waiver of the right to do so thereafter.

ARTICLE XIII. AMENDMENTS

1. Members. Except as otherwise provided herein, the provisions of this Declaration may be changed, modified or amended by supplemental declaration or other written and properly recorded instrument setting forth such change, modification or amendment, upon the affirmative Vote of not less than FIFTY PERCENT (50%) of the Members present at a duly called meeting of the Association or the affirmative written consent of such percentage of the Members at which a quorum is present unless a higher percentage Vote is required elsewhere in this Declaration. However, any such change, modification or amendment that would change or delete any right, remedy, benefit or privilege afforded to the Declarant under this Declaration shall require the consent of the Declarant in order to be effective. Unless a higher percentage is required by law, revocation of this Declaration or the self-management of the Association shall require the affirmative Vote of not less than FIFTY PERCENT (50%) of the Members present at a duly called meeting of the Association or the affirmative written consent of such percentage of the Members at which a quorum is present. Any such change, modification, amendment or revocation shall not become effective until the instrument evidencing such change has been recorded in the Register's office for DAVIDSON COUNTY, Tennessee.

2. Declarant. The Declarant hereby reserves and shall have the right, power, privilege and authority, in its sole discretion, to amend this Declaration and any Exhibit hereto without the consent, joinder or approval of the Association, the Board, any Unit Owner, any person having a contractual right to purchase a Unit, any Mortgagee or beneficiary of any Mortgage or deed of trust on any Unit or any other Person. Such right, power, privilege and authority of Declarant shall expire two (2) years after the termination of the Development Period. Declarant shall be in no way obligated to amend this Declaration or any Exhibit hereto pursuant to this paragraph.

3. Discrimination. No amendment shall discriminate against any Unit Owner or against any Unit or class or group of Units, unless the Unit Owner(s) so affected shall consent. No amendment shall change the voting rights provided herein unless the Unit Owner(s) so affected shall consent.

4. Perpetuities and Restraints on Alienation. If any of the options, privileges, covenants or rights created by the Declaration shall be unlawful, void or voidable for violation of the rule against perpetuities, then such provision shall continue only until twenty-one (21) years after the death of the survivor of the now living descendants of the President of the United States, George W. Bush.

ARTICLE XIV. INSURANCE AND RECONSTRUCTION

1 Common Elements. The Board shall have the authority to and shall obtain insurance for the Common Elements (exclusive of the Units, its Private Elements and the Limited Common Elements appurtenant thereto), against loss or damage by fire,

vandalism, malicious mischief and such other hazards as are covered under standard extended coverage provisions for the full insurable replacement cost of the Common Elements and against such other hazards and for such amounts as the Board may deem advisable. Insurable replacement cost shall be deemed the cost of restoring the Common Elements, or any part thereof, to substantially the same condition in which they existed prior to damage or destruction. Such insurance coverage shall be written in the name of, and the proceeds thereof shall be payable to, the Board, as the trustee for each of the Unit Owners, in direct ratio to said Unit Owners' respective percentage of ownership interest in the Common Elements and for the holders of Mortgages on each Unit, if any, and shall include a standard mortgage clause or equivalent endorsement. The policy of insurance shall be a "blanket" or "master" type of policy and should also contain, if possible, a waiver of subrogation rights by the insurer against individual Unit Owners. The premiums for such insurance shall be a Common Expense; however, premiums for such insurance shall be separately billed equally to Unit Owners.

2. Units, Private Elements, Buildings, and Limited Common Elements. EACH UNIT OWNER SHALL BE RESPONSIBLE FOR OBTAINING INSURANCE FOR THAT UNIT OWNER'S UNIT, ITS PRIVATE ELEMENTS AND THE LIMITED COMMON ELEMENTS that are inseparable appurtenance thereto, the enjoyment, benefit or use of which is reserved exclusively to such Unit Owner against loss or damage by fire, vandalism, malicious mischief and such other hazards as are covered under standard extended coverage provisions for the full insurable replacement cost of the Unit, its Private Elements, the Limited Common Elements appurtenant thereto and any personal property of the Unit Owner stored elsewhere on the Development Property. In addition, each Unit Owner shall be responsible for obtaining his own insurance insuring said Unit Owner personally from liability in connection with the ownership, possession, use and occupancy of his Unit, its Private Elements and the Limited Common Elements appurtenant thereto. Such insurance shall not be the responsibility of the Association and by acceptance of a deed to a Unit, each Unit Owner acknowledges that such insurance is and shall be the sole responsibility of said Unit Owner.

3. Damage Removal and Reconstruction. Except as otherwise provided in the preceding two paragraphs, in the event of damage to or destruction of any Common Elements as a result of fire or other casualty covered by insurance proceeds, the Board shall promptly cause debris to be cleared and leave the same in a neat and orderly condition. The Board shall, in its sole and absolute discretion without intervention of any Unit Owner, determine and arrange for prompt repair, restoration and reconstruction of the damaged portion of such Common Elements in substantial accordance with the original plans and specifications therefore. Any change or alteration must be approved by the Board. Where the insurance indemnity is insufficient to cover the cost of such repairs, restoration and reconstruction, the deficit shall be paid by all Unit Owners directly affected by the damage or destruction in a fair proportion as determined by the Board in its sole and absolute discretion. The Board shall not be responsible for the repair, replacement or restoration of any Unit, its Private Elements, the Limited Common Elements appurtenant thereto or the Improvements, furnishings, fixtures, appliances, equipment, decorations, decks, patios or landscaping installed in or for the sole benefit of a Unit by its Unit Owner.

4. Non-Compulsory Reconstruction. Reconstruction shall not be compulsory where the whole or more than two-thirds (2/3) of any single Building is destroyed or damaged by fire or other casualty as determined by the Board. In such case and unless otherwise unanimously agreed upon by the Unit Owners directly affected by the casualty, the net proceeds of insurance policies shall be divided among all the Unit Owners and the Mortgagees of the Units directly affected by the casualty in proportion to their respective interests as determined in the sole discretion of the Board, after paying from the share of each affected Unit Owner or Mortgagee, as their interests may appear: (a) the costs of removing debris and returning the site to a condition compatible with the overall appearance of the Development Property, including without limitation, landscaping, and (b) the just amount of any unpaid liens on any Unit in the order of priority of such liens. Provided, however, no such disbursement of the aforesaid insurance proceeds to any Unit Owner or Mortgagee shall occur unless simultaneously with such disbursement each affected Unit Owner delivers to the Board a recordable deed quitclaiming his interest in his Unit to the Board, as trustee for the remaining Unit Owners, and also delivers to the Board a recordable release of any liens on his Unit.

5. Withdrawal of Destroyed Unit and Percentage Interest Reallocation. Upon recording of the deeds and releases referred to in the preceding paragraph as same relate to each such destroyed Unit, said Unit shall be deemed withdrawn and shall be thereafter deemed to be Common Elements. Upon the withdrawal of any Unit, the percentage of ownership interest in the Common Elements appurtenant to such Unit shall be reallocated upon the remaining Units on the basis of the percentage interest of each remaining Unit. After the Board has affected any such withdrawal, the responsibility for the payment of future Common Expenses for any such withdrawn Unit shall cease.

6. Comprehensive Public Liability Insurance. The Board shall also obtain comprehensive public liability insurance, in such amounts as it deems desirable, for bodily injury, including deaths of persons and property damage arising out of a single occurrence and workmen's compensation insurance and other liability insurance in such amount as it deems desirable to insure the Association, its Members, officers, directors, employees and Managing Agent, if any, from liability in connection with the Common Elements and the Limited Common Elements as well as the rights, duties and responsibilities of the Association under this Declaration, the By-Laws or the Act. The policy shall provide that it may not be canceled or substantially modified without at least THIRTY (30) days written notice to the Association. The premiums for such insurance shall be a Common Expense; however, premiums for such insurance shall be separately billed equally to Unit Owners.

7. Fidelity Insurance. The Board shall also obtain fidelity coverage for officers, directors and employees who handle or are responsible for handling Association funds. Such coverage policy shall be in such amounts as the Board in its best business judgment may determine, but in no event less than THREE (3) months aggregate Common Expenses on all Units, including reserve funds. Such coverage policy shall contain waivers of any defense based upon the exclusion of Persons serving without compensation. The fidelity coverage policy shall provide that it may not be canceled or substantially modified

without at least THIRTY (30) days written notice to the Association. The premiums for such insurance shall be a Common Expense; however, premiums for such insurance shall be separately billed equally to Unit Owners.

8. Other Insurance. The Board shall also obtain such other insurance as it deems reasonably desirable or necessary, in such amounts, from such sources and in such forms as it deems desirable to insure the Common Elements, each member of the Board and officer of the Association, each member of any committee appointed pursuant to the By-Laws from liability arising from the fact that said person is or was a director or officer of the Association or a member of such a committee. The Board may (but shall not be required to) require of those performing any maintenance, repair or other work on the Development Property, for which the Association is responsible, such liability or other insurance, including workmen's compensation, as it deems reasonably necessary or desirable given the nature, circumstances and amount of the work being performed. The premiums for such insurance shall be a Common Expense; however, premiums for such insurance shall be separately billed equally to Unit Owners.

9. Insured's Authorized Representative. All insurance obtained by the Board shall provide that there may be named as an insured on behalf of the Association, the Association's authorized representative who shall have exclusive right to negotiate settlements and to perform such other functions as necessary to accomplish this purpose. The Association, or its authorized representative, shall act as attorney-in-fact for each Unit Owner under each policy obtained by the Board for all purposes and to the extent permitted by law.

ARTICLE XV. CONDEMNATION

1. Common Elements. In the event of a taking in condemnation or by eminent domain of a part of the Common Elements, the award made for such taking shall be payable to the Board for and on behalf of the Association. If the Board in its sole and absolute discretion approves the repair and restoration of such Common Elements, the Board shall arrange for the repair and restoration of such Common Elements, and the Board shall disburse the proceeds of such award to the contractors engaged in such repair and restoration in appropriate progress payments. In the event that the Board does not approve the repair and commence restoration of such Common Elements within one hundred twenty (120) days after receipt of the award, the Board shall disburse the net proceeds of such award on a fair and reasonable basis to the Mortgagees directly affected by the condemnation and the balance to the Unit Owners directly affected thereby. The decision of the Board as to the fairness and reasonableness shall be binding upon all parties, if such decision reasonably relates to the given facts.

2. Units. If a Unit or Units are acquired by a taking in condemnation or by eminent domain so as to leave the Unit Owner(s) with a remnant which may not practically or lawfully be used for any purpose permitted by this Declaration, upon acquisition by the condemning authority, unless the decree provides otherwise, each affected Unit or Units' percentage of ownership interest in the Common Elements and its Common Expense

liability shall be automatically reallocated by the Association to the remaining Units in proportion to their respective percentage interests and liabilities before the taking. Any remnant of a Unit remaining shall thereafter be a Common Element.

ARTICLE XVI. GENERAL PROVISIONS

1. Trustee as Unit Owner. In the event title to any Unit is conveyed to a land title-holding trust, under the terms of which all power of management, operation and control of the Unit remain vested in the trust beneficiary or beneficiaries, then the beneficiaries thereunder shall be considered Unit Owners for all purposes and they shall be responsible for payment of all Common Expenses, obligations, liens or indebtedness and for the performance of all agreements, covenants and undertakings chargeable or created under this Declaration against such Unit. No claim shall be made against any such title-holding trustee personally for payment of any lien or obligation hereunder created, and the trustee shall not be obligated to sequester funds or trust property to apply in whole or in part against such lien or obligation. The amount of any such lien or obligation shall continue to be a charge or lien upon the Unit and the beneficiaries of such trust, notwithstanding any transfers of the beneficial interest of any such trust or any transfer of title to such Unit.

2. Books and Records. The books and records of the Association shall be subject to inspection by any Member during reasonable business hours and upon ten (10) days prior written notice. The Charter, the By-Laws of the Association and this Declaration shall be available for inspection by any Member at the principal office of the Association, where copies may be purchased at a reasonable cost.

3. Notices. Notices provided for in the Act, this Declaration or the By-Laws shall be in writing and shall be addressed to the Association c/o the Declarant at: TOUCHSTONE BUILDERS, INC., 214 OVERLOOK CIRCLE, SUITE 115, BRENTWOOD, TENNESSEE 37027 or at such other address as may be provided from time to time. The Association may designate a different address or addresses for notices to it by giving written notice of such change of address to all Unit Owners. Notices addressed as above shall be deemed delivered when mailed by United States registered or certified mail or when delivered in person with written acknowledgment of the receipt thereof. Upon written request to the Board, the holder of any recorded Mortgage or trust deed encumbering any Unit shall be given a copy of all notices permitted or required by this Declaration to be given to the Unit Owner(s) to which such Mortgage or trust deed is subject.

4. Captions. The captions herein are inserted only as a matter of convenience, and in no way define, limit or describe the scope of these provisions or the intent of any provision hereof.

5. Severability. Invalidation of any provision of this Declaration by judgment or court order shall not affect any other provision not expressly held to be void or the provisions so void in circumstances or applications other than those expressly invalidated, and all such remaining provisions shall remain in full force and effect together with the provisions ruled upon as they apply to circumstances other than those expressly invalidated.

6. Gender. The use of the masculine gender in this Declaration and in the By-Laws shall be deemed to include the feminine and neuter references and the use of the singular shall be deemed to include the plural whenever the context so requires.

7. Exoneration of Declarant. Each Unit Owner or any other party having an interest in any portion of the Development Property expressly agree that no duty or obligation is imposed upon the Declarant to enforce or attempt to enforce any of the covenants or restrictions contained herein, nor shall the Declarant be subject to any liability of any kind or nature whatsoever in respect to any claim that the Declarant has failed to enforce same.

IN WITNESS WHEREOF, the Declarant has caused this Declaration to be duly executed this the 5 day of January, 2006.

TOUCHSTONE BUILDERS, INC.

By: _____
Douglas Schenkel

Its: President

STATE OF Tennessee)
COUNTY OF Williamson)

Before me, Misty M. Sohrabi, a Notary Public in and for the County and State aforesaid, personally appeared DOUGLAS SCHENKEL, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself to be the PRESIDENT of TOUCHSTONE BUILDERS, INC. (the "Corporation"), the within named bargainor, a Tennessee corporation, and that he as such PRESIDENT, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the Corporation by himself as PRESIDENT.

Witness my hand and seal at office in Brentwood, Tennessee, this 5th day of January, 2006.

_____
Notary Public

MISTY M. SOHRABI
NOTARY PUBLIC
LARGE
WILLIAMSON COUNTY, TN

MISTY M. SOHRABI
NOTARY PUBLIC
STATE OF TENNESSEE
My Commission Expires
July 24, 2007

My Commission Expires: / ____

EXHIBIT A

A parcel of real property in Davidson County, Tennessee being more particularly described as follows:

Being Lot Number 1 on The C. P. Hartman Property of record in Plat Book 4715, page 89, Register's Office for Davidson County, Tennessee, to which plat reference is hereby made for a more complete description.

BEING the same property conveyed to Charles W. Harlen and wife, Gretel C. Harlen by deed of record in Plat Book 6138, page 57, Register's Office for Davidson County, Tennessee.

EXHIBIT B

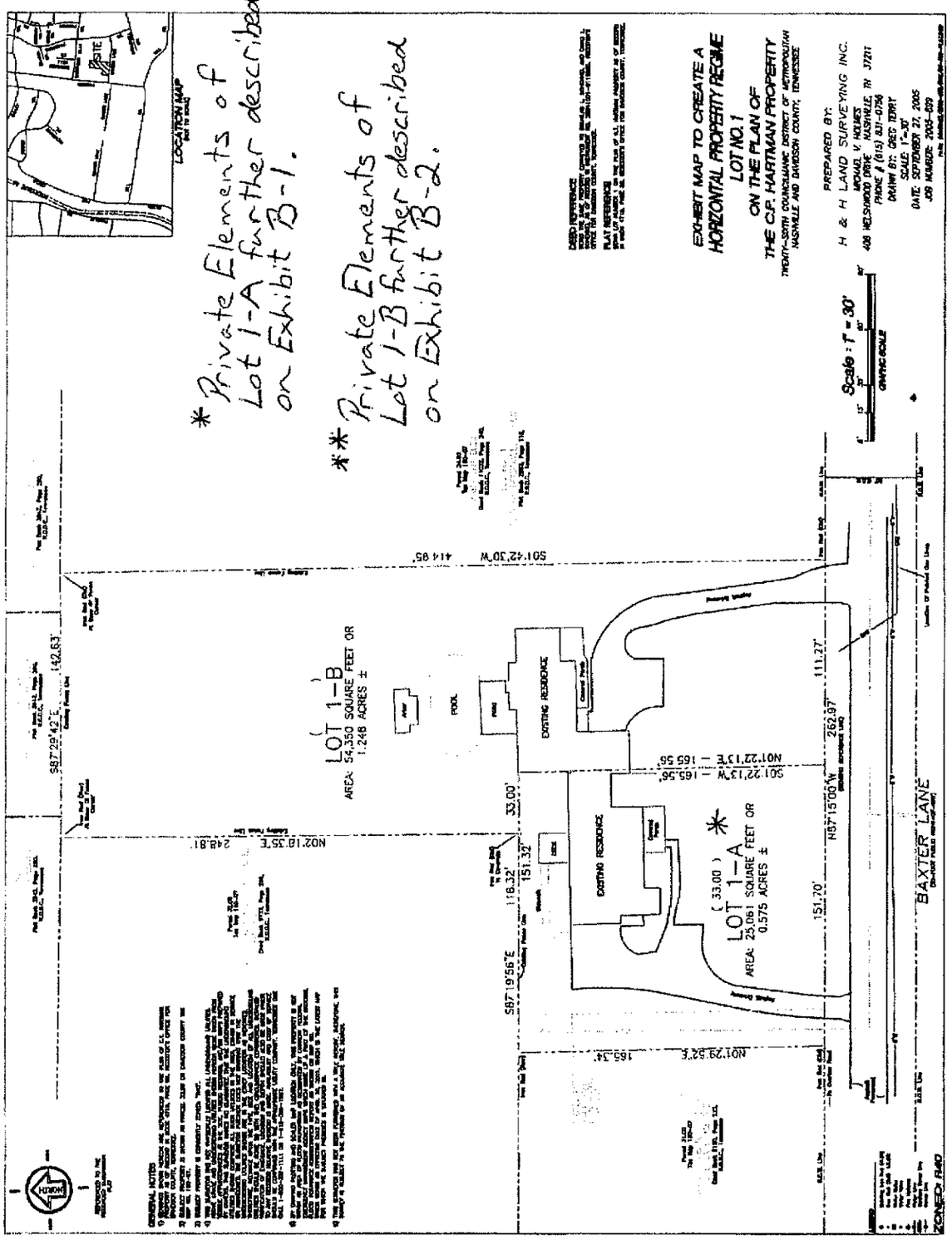

*Private Elements of Lot 1-A further described on Exhibit B-1.
**Private Elements of Lot 1-B further described on Exhibit B-2.
EXHIBIT MAP TO CREATE A HORIZONTAL PROPERTY REGIME
LOT NO. 1
ON THE PLAN OF
THE C.P. HARTMAN PROPERTY
TWENTY-SIXTH COUNCILMANIC DISTRICT OF METROPOLITAN NASHVILLE AND DAVIDSON COUNTY, TENNESSEE
PREPARED BY:
H & H LAND SURVEYING INC.
MICHAEL V. HOLMES
408 HELSHIRE DRIVE, NASHVILLE, TN 37211
PHONE # (615) 831-0756
DRAWN BY: GREG TERRY
SCALE: 1"=30'
DATE: SEPTEMBER 27, 2005
JOB NUMBER: 2005-029
Scale: 1" = 30'
LOT 1-B
AREA: 54,350 SQUARE FEET OR 1.248 ACRES ±
LOT 1-A
AREA: 25,061 SQUARE FEET OR 0.575 ACRES ±
EXISTING RESIDENCE
POOL
BAXTER LANE
S01°42'30"W 414.85'
S87°29'42"E 142.63'
N02°18'35"E 248.81'
S87°19'56"E 118.32'
N87°15'00"W 262.97'
N01°22'13"E 165.56'
S01°22'13"W 165.56'
N01°29'52"E 163.14'
S87°15'00"E 111.27'
151.32'
151.70'
33.00'
ZONED: RM2

EXHIBIT B-1

PROPERTY DESCRIPTION
LOT 1-A
HORIZONTAL PROPERTY LINE REGIME
REVISION TO LOT NO. 1 ON THE PLAN OF THE C.P. HARTMAN PROPERTY

A PARCEL OF LAND IN THE TWENTY-SIXTH COUNCILMANIC DISTRICT OF METROPOLITAN NASHVILLE AND DAVIDSON COUNTY, TENNESSEE, LYING ALONG THE NORTHERLY MARGIN OF BAXTER LANE, A 50-FOOT RIGHT-OF-WAY AND BEING MORE PARTICULARLY DESCRIBED ACCORDING TO A SURVEY PREPARED BY H & H LAND SURVEYING, INC., DATED SEPTEMBER 27, 2005, JOB NUMBER 2005-899 AND PROCEEDING AS FOLLOWS:

BEGINNING AT AN IRON ROD (OLD) ON THE NORTHERLY RIGHT-OF-WAY LINE OF BAXTER LANE, A 50-FOOT RIGHT-OF-WAY, AT THE SOUTHEAST PROPERTY CORNER OF A TRACT OF LAND CONVEYED TO DENNIS J. McDADE AND WIFE, REBECCA E. McDADE AS OF RECORD IN BOOK 6150, PAGE 233, REGISTER'S OFFICE OF DAVIDSON COUNTY, TENNESSEE; THENCE,

1. LEAVING THE NORTHERLY RIGHT-OF-WAY LINE OF BAXTER LANE, AND WITH THE EASTERLY PROPERTY OF SAID McDADE, NORTH 01 DEGREES 29 MINUTES 52 SECONDS EAST, 165.34 FEET TO AN IRON ROD (NEW) IN THE SOUTHERLY PROPERTY LINE OF A TRACT OF LAND CONVEYED TO ANTHONY W. ARNOLD AND WIFE, ANITA ARNOLD AS OF RECORD IN BOOK 9733, PAGE 290, REGISTER'S OFFICE OF DAVIDSON COUNTY, TENNESSEE; THENCE,
2. WITH THE SOUTHERLY PROPERTY LINE OF SAID ARNOLD, IN PART, SOUTH 87 DEGREES 19 MINUTES 56 SECONDS EAST, PASSING THROUGH THE SOUTHEAST PROPERTY CORNER OF SAID ARNOLD AT 118.32 FEET, FOR A TOTAL DISTANCE OF 151.32 FEET TO A POINT, BEING THE NORTHEAST CORNER OF THE HEREIN DESCRIBED PARCEL; THENCE,
3. WITH A LINE THROUGH WHICH THIS PARCEL IS A PART OF, SOUTH 01 DEGREES 22 MINUTES 13 SECONDS WEST, 165.56 FEET TO A POINT ON THE NORTHERLY RIGHT-OF-WAY LINE OF THE AFOREMENTIONED BAXTER LANE; THENCE,
4. WITH THE NORTHERLY RIGHT-OF-WAY LINE OF SAID BAXTER LANE, NORTH 87 DEGREES 15 MINUTES 00 SECONDS WEST, 151.70 FEET TO THE POINT OF BEGINNING AND CONTAINING 25,061 SQUARE FEET OR 0.575 ACRES, MORE OR LESS, AS CALCULATED BY THE ABOVE COURSES AND DISTANCES.

EXHIBIT B-2

PROPERTY DESCRIPTION
LOT 1-B
HORIZONTAL PROPERTY LINE REGIME
REVISION TO LOT NO. 1 ON THE PLAN OF THE C.P. HARTMAN PROPERTY

A PARCEL OF LAND IN THE TWENTY-SIXTH COUNCILMANIC DISTRICT OF METROPOLITAN NASHVILLE AND DAVIDSON COUNTY, TENNESSEE, LYING ALONG THE NORTHERLY MARGIN OF BAXTER LANE, A 50-FOOT RIGHT-OF-WAY AND BEING MORE PARTICULARLY DESCRIBED ACCORDING TO A SURVEY PREPARED BY H & H LAND SURVEYING, INC., DATED SEPTEMBER 27, 2005, JOB NUMBER 2005-899 AND PROCEEDING AS FOLLOWS:

BEGINNING AT AN IRON ROD (OLD) ON THE NORTHERLY RIGHT-OF-WAY LINE OF BAXTER LANE, A 50-FOOT RIGHT-OF-WAY, AT THE SOUTHWESTERLY PROPERTY CORNER OF A TRACT OF LAND CONVEYED TO KAREN VAN ELDIE AS OF RECORD IN BOOK 11032, PAGE 240, REGISTER'S OFFICE OF DAVIDSON COUNTY, TENNESSEE; THENCE,

1. WITH THE NORTHERLY RIGHT-OF-WAY LINE OF SAID BAXTER LANE, NORTH 87 DEGREES 15 MINUTES 00 SECONDS WEST, 111.27 FEET TO A POINT; THENCE,
2. LEAVING SAID NORTHERLY RIGHT-OF-WAY LINE, AND WITH A NEW LINE THROUGH WHICH THIS PARCEL IS A PART OF, NORTH 01 DEGREES 22 MINUTES 13 SECONDS EAST, 165.56 FEET TO A POINT; THENCE,
3. NORTH 87 DEGREES 19 MINUTES 56 SECONDS WEST, 33.00 FEET TO AN IRON ROD (OLD) AT THE SOUTHEAST PROPERTY CORNER OF A TRACT OF LAND CONVEYED TO ANTHONY W. ARNOLD AND WIFE, ANITA ARNOLD AS OF RECORD IN BOOK 9733, PAGE 290, REGISTER'S OFFICE OF DAVIDSON COUNTY, TENNESSEE; THENCE,
4. WITH THE EAST PROPERTY LINE OF SAID ARNOLD, NORTH 02 DEGREES 18 MINUTES 35 SECONDS EAST, 248.81 FEET TO AN IRON ROD (NEW) IN THE SOUTH BOUNDARY LINE OF BRENTVIEW HILLS-SECTION 5 AS OF RECORD IN PLAT BOOK 3842, PAGE 260, REGISTER'S OFFICE OF DAVIDSON COUNTY, TENNESSEE; THENCE,
5. WITH THE SOUTH BOUNDARY LINE OF SAID BRENTVIEW HILLS-SECTION 5, IN PART, SOUTH 87 DEGREES 29 MINUTES 42 SECONDS EAST, 142.63 FEET TO AN IRON ROD (NEW) AT THE NORTHWEST PROPERTY CORNER OF THE AFOREMENTIONED KAREN VAN ELDIE PROPERTY; THENCE,
6. WITH THE WEST LINE OF SAID KAREN VAN ELDIE, SOUTH 01 DEGREES 42 MINUTES 30 SECONDS WEST, 414.95 FEET TO THE POINT OF BEGINNING AND CONTAINING 54,350 SQUARE FEET OR 1.248 ACRES, MORE OR LESS, AS CALCULATED BY THE ABOVE COURSES AND DISTANCES.

EXHIBIT C

Percentage of Common Elements:

The percentage of ownership interest of each Unit in the Common Elements is as listed below. In the event, the number and or types of Units are increased or decreased by Supplemental Declaration or amendment to the Declaration, the percentages listed herein may also change.

UNIT IDENTIFICATION	COMMON ELEMENT OWNERSHIP ALLOCATION	PERCENTAGE
Unit 1-A	**1/2**	**50 %**
Unit 1-B	**1/2**	**50 %**

EXHIBIT D

BY-LAWS OF BAXTER LANE TOWNHOMES OWNERS' ASSOCIATION, INC.

ARTICLE I. DEFINITIONS

The words defined in the Declaration for BAXTER LANE TOWNHOMES of Record in the Register's Office for DAVIDSON COUNTY, Tennessee at Instrument No. _____ shall have the same meaning in these corporate By-Laws.

ARTICLE II. NAME AND OFFICES

1. Name. The name of the corporation shall be BAXTER LANE TOWNHOMES OWNERS' ASSOCIATION, INC.

2. Registered Office and Agent. The initial registered office of the corporation is TOUCHSTONE BUILDERS, INC., 214 OVERLOOK CIRCLE, SUITE 115, BRENTWOOD, TENNESSEE 37027, as may be relocated by the Board of Directors from time to time. The name of the initial registered agent of the corporation is DOUGLAS SCHENKEL, who may be located at the initial registered office.

3. Other Offices. The corporation may also have offices at such other places both within and outside the State of Tennessee as the Board of Directors may from time to time determine or the business of the corporation may require.

ARTICLE III. MEMBERS AND MEMBERSHIP PRIVILEGES

1. Eligibility and Membership. The Members of the Association shall consist of the Unit Owners of the horizontal property regime known as BAXTER LANE TOWNHOMES located in DAVIDSON COUNTY, Tennessee, which has been submitted and is subject to the Horizontal Property Act of the State of Tennessee. If a Unit Owner is a trust, then the Member shall be a beneficiary of such trust; and if a Unit Owner or such a beneficiary is a corporation or partnership, the Member may be an officer, partner or employee of such Unit Owner or beneficiary. No Member shall be required to pay any consideration whatsoever solely for membership in the corporation.

2. Succession. The membership of each Unit Owner shall terminate when he ceases to be a Unit Owner, and upon sale, transfer or other disposition of his ownership interest in the Development Property, his membership in the Association shall automatically be transferred to the new Unit Owner succeeding to such ownership interest.

ARTICLE IV. MEETINGS OF MEMBERS

1. Annual and Regular Meetings. Meetings of the Members of the corporation may be held at a place to be determined by the Board within Davidson County, Tennessee, and

at such time, as specified in the written notice of such meeting which shall be delivered by the Board to all Unit Owners at least TEN (10) days prior to the date of such meeting.

2. Special Meeting. Special meetings of the Members for any purpose or purposes may be called by a majority of the Members. Business transacted at all special meetings shall be confined to the business stated in the notice of such meeting, which shall be delivered by the Board to all Unit Owners not less than fifteen (15) nor more than sixty (60) days before the date of the meeting and shall state the place and time of the meeting.

3. Delivery of Notices. Notices of meetings shall be delivered either personally or by mail to Unit Owners at the addresses given to the Board by the Unit Owners for such purpose or to a Unit Owners' Unit if no separate address for such purpose has been given to the Board.

4. Quorum. The presence in person or by proxy of at least FIFTY percent (50%) of the Votes entitled to be cast at a meeting of the Members shall constitute a quorum at all meetings of the Members for the transaction of business. If, however, the Members entitled to Vote in person or represented by proxy present at a meeting fail to satisfy a quorum, the Members present shall have the power to adjourn the meeting, without notice, until a quorum shall be present or represented.

5. Majority Vote; Withdrawal of Quorum. When a quorum is present at any meeting, the majority Vote of Members present, in person or by proxy, and entitled to Vote shall decide any question brought before such meeting, unless the question is one upon which by express provision of the Declaration, the Charter of the corporation or these By-Laws, a different Vote is required, in which case such express provision shall govern and control the decision of such question. The Members present at a duly organized meeting may continue to transact business until adjournment, notwithstanding the withdrawal of enough Members to leave less than a quorum. Any tie Vote of the Members shall be decided by the "Non-Member Director" as identified herein below.

6. Method of Voting; Proxies. Each Member shall be entitled to a Vote as provided in the Declaration. The Vote of each Member may only be cast by such Member or by a proxy given by such Member to his duly authorized representative. No proxy shall be valid for more than one meeting and shall bear the signature of the Member making the proxy, the date of the meeting to which the proxy relates and the name of the authorized representative to vote on behalf of the Member. Such proxy shall be filed with the secretary of the corporation prior to or at the time of the meeting. If title to any property ownership interest in a Unit of the Development Property entitling the Member to voting rights as provided in the Declaration is in the name of two or more Persons as co-owners, all such Persons shall be Members of the corporation and are referred to herein as a "Joint Member." Any such Joint Member is entitled to one unanimous Vote per entitled Member as provided in the Declaration at any meeting of the Members of the corporation, and such Vote shall be binding upon the Joint Member until written notice to the contrary has been received by the Board identifying the authorized manner in which the Joint Member's unanimous Vote is to be cast (in person or by proxy). In the event of disagreement among

such Joint Member to cast a Vote, such Joint Member shall not be recognized and such Vote shall not be counted.

7. Common Expense Default: No Unit Owner who is in default in the payment of any Common Expense or Assessment shall be entitled to exercise his right to vote until he has cured such default. A Unit Owner shall be deemed to be in default if he has not paid any Common Expense or Assessment to the Association, or its agent, within fifteen (15) days after the due date thereof. A Unit Owner may protest the amount of any Common Expense or Assessment, but it still must be paid during the pendency of his protest to the Association or its agent.

8. Cumulative Voting Denied. Cumulative voting for Directors shall not be permitted.

ARTICLE V. DIRECTORS

1. Management. The business and affairs of the corporation shall be managed by its Board of Directors who may exercise all such powers of the corporation and do all such lawful acts and things as are not by statute, the Declaration, the Charter or these By-Laws directed or required to be exercised or done by the Members.

2. Number; Qualifications; Election; Term. The Board of Directors shall consist of THREE (3) Directors. TWO Directors shall be Members of the Association, and ONE (1) Director shall be a "Non-Member," who shall be elected by the unanimous vote of the TWO Member Directors. The TWO Member Directors shall be the Unit Owner (or his authorized representative) of each Unit. Directors shall serve terms of THREE (3) years. Should any Unit Owner transfer title to his Unit, the respective successor Unit Owner (or his authorized representative) shall assume the transferor's position as Director.

3. Vacancies. If any vacancy occurs in the Board of Directors, caused by death, resignation, retirement, disqualification or removal from office, a successor or successors shall be elected by majority vote of the remaining Directors for the unexpired term of his predecessor in office.

4. Removal. Any Non-Member Director may be removed from office with or without cause by the majority Vote of the Members or by the unanimous vote of the TWO Member Directors.

5. Place of Meetings. The Directors of the corporation shall hold their meetings, both regular and special, within DAVIDSON COUNTY, Tennessee or such other location as may be selected by unanimous consent of the Directors then elected and serving.

6. Regular Meetings. Regular meetings of the Board of Directors may be held without notice at such time and place as shall from time to time be determined by the Board.

7. Special Meetings. Special meetings of the Board of Directors may be called by the president, secretary or a majority of the Directors upon THREE (3) days written notice to each Director, either personally, by mail, by facsimile or by other electronic transmittal. Except as may be otherwise expressly provided by statute, the Act, the Charter, the Declaration or these By-Laws, neither the business to be transacted nor the purpose of any special meeting need be specified in a notice or waiver of notice.

8. Quorum. At all meetings of the Board of Directors, the presence of a majority of the Directors shall be necessary and sufficient to constitute a quorum for the transaction of business. The act of a majority of the Directors present at any such meeting at which there is a quorum shall be the act of the Board of Directors. If a quorum shall not be present at any meeting of the Directors, the Directors present may adjourn the meeting by announcement at the meeting without notice until a quorum shall be present.

9. Managing Agents. The Board of Directors may employ a Management Agent or entity for the corporation at a compensation established by the Board of Directors. Such Management Agent shall perform such duties and services with respect to the Association, as the Board of Directors shall authorize. The Board of Directors may delegate to such Management Agent such duties with respect to management, repair and maintenance of the Association which are not by statute, the Act, the Declaration, the Charter or these corporate By-Laws required to be performed by or have the approval of the Board of Directors or the Members of the corporation.

ARTICLE VI. POWERS AND DUTIES

1. The Board shall have the following powers and duties:

a. To elect and remove the officers of the Association.

b. To administer the affairs of the Association and Development Property.

c. To engage the services of a Managing Agent to maintain, repair, replace, administer and operate the Development Property or any part thereof for all Unit Owners upon such terms and for such compensation and with such authority as the Board may approve.

d. To formulate policies for administration, management and operation of the Development Property and the Common Elements.

e. To enforce the Declaration; to adopt and enforce Rules and Regulations with written notice thereof to all Unit Owners that govern the administration, management, operation and use of the Development Property and Common Elements; and to amend such Rules and Regulations from time to time.

f. To assess fines, fees and/or similar penalties against Unit Owners for violations of the Declaration, these By-Laws or the Rules and Regulations of the Association; and to

make necessary corrections or to take necessary action to achieve compliance at the Unit Owner's expense.

g. To provide for the maintenance, repair and replacement of the Common Elements, and to make payments therefor, and to approve payment vouchers or to delegate such approval to the officers, Managing Agent or other authorized agent.

h. To provide for the designation, hiring and removal of employees and other personnel, including accountants and attorneys, and to engage or contract for the services of others, and to make purchases for the maintenance, repair, replacement, administration, management and operation of the Development Property and the Common Elements and to delegate any such powers to the Managing Agent (and any such employees or other personnel who may be the employees of a Managing Agent).

i. To appoint committees of the Board and to delegate to such committees the Board's authority to carry out certain duties of the Board or other such directives that are not duties of the Board.

j. To determine the fiscal year of the Association and to change said fiscal year from time to time as the Board deems necessary or appropriate.

k. To fix the estimated annual budget and to provide the manner of assessing and collecting from Unit Owners the Common Expenses or other charges of the Association.

l. To borrow money for the purpose of repair or restoration of Common Elements that are the responsibility of the Association to repair or restore.

m. To secure insurance policies as required or allowed by the Declaration, and in this regard, to review annually the amounts of coverage afforded by such policies.

n. Unless otherwise provided herein or in the Declaration, to comply with the instructions expressed in resolutions duly adopted at any regular or special meeting of Unit Owners by a majority Vote of the Unit Owners at such meeting unless some other percentage Vote by the Members is required by the Declaration.

o. To exercise all other rights, powers and duties on behalf of the Unit Owners as provided or referred to in the Declaration or these By-Laws.

2. Authority of Board to Act for Association. Whenever in these By-Laws the Association is given the power to take any action, it is the intention of these By-Laws that the Board shall act for the Association in all cases, except and to the extent that it is expressly provided that action be taken upon Vote of the Unit Owners.

3. Non-Delegation. Nothing in these By-Laws shall be considered to grant to the Board, the Association or the officers of the Association, any powers or duties which, by law, have been delegated to Unit Owners.

ARTICLE VII. OFFICERS

1. Number; Election; Titles. The officers of the corporation shall be elected by the Directors from among the members of the Board of Directors and shall be a president, a secretary, and a treasurer. Any two (2) or more offices may be held by the same person except the offices of president and secretary shall not be held by the same person.

2. Other Officers. The Board of Directors may appoint such other officers and agents as it shall deem necessary, who shall be appointed for such terms, exercise such powers and perform such duties as shall be determined from time to time by the Board.

3. Compensation. The officers shall receive no compensation for their services as officers, unless expressly provided for in a resolution duly adopted by the Unit Owners.

4. Term of Office; Removal. Each officer of the corporation shall hold his office for the term of THREE (3) years. Any officer or agent elected or appointed by the Board of Directors may be removed at any time by the affirmative vote of a majority of the whole Board of Directors. If the office of any officer becomes vacant for any reason, the vacancy may be filled by the Board of Directors.

5. President. The president shall be the chief executive officer of the corporation. The president shall preside at all meetings of the Members and the Board of Directors. The president shall have general and active management of the affairs of the corporation, shall see that all orders and resolutions of the Board are carried into effect and shall perform such other duties as the Board of Directors shall prescribe.

6. Secretary. The secretary shall attend all sessions of the Board of Directors and all meetings of the Members and shall record all votes and the minutes of all proceedings. The secretary shall give, or cause to be given, notice of all meetings of the Members and special meetings of the Board of Directors and shall perform such other duties as may be prescribed by the Board of Directors or president. If the secretary is not able to perform any duty as herein or otherwise provided, it is the sole responsibility of the secretary to delegate such duties until such time that the secretary resumes these duties.

7. Treasurer. The treasurer shall have the custody of the corporate funds and securities, shall keep full and accurate accounts of receipts and disbursements of the corporation and shall deposit all moneys and other valuable effects in the name and to the credit of the corporation in such depositories as may be designated by the Board of Directors. The treasurer shall disburse the funds of the corporation as may be ordered by the Board of Directors, taking proper vouchers for such disbursements. At the regular meetings of the Board or whenever they may require it, the treasurer shall render to the president and Directors an account of all transactions of the treasurer and of the financial condition of the corporation. The treasurer shall perform such other duties as the Board of Directors may prescribe.

ARTICLE VIII. MISCELLANEOUS PROVISIONS

1. Reserves. The Board shall provide for such reserve or reserves as the Directors from time to time, in their discretion, think proper to provide for contingencies, or to repair or maintain any portion of the Development Property, or for such other purposes as the Directors shall think beneficial to the Association.

2. Checks. All checks or demands for money and notes of the corporation shall be signed by such officer or officers or such other person or persons as the Board may from time to time designate.

3. Fiscal Year. The fiscal year of the corporation shall be fixed by the Board.

4. Seal. The corporate seal, if any, shall be in such form as may be determined by the Board. Said seal may be used by causing it or a facsimile thereof to be impressed, affixed or otherwise reproduced for such use.

5. Mortgages and Notice to Board. A Unit Owner who mortgages his Unit shall notify the Board of the name and address of his Mortgagee and shall file a copy of the Mortgage with the Board; and the Board shall maintain such information.

6. Notice of Unpaid Common Expenses. The Board, whenever so requested in writing by a Mortgagee of a Unit, shall promptly report any then unpaid Common Expenses, charges therefrom or any other default by the Unit Owner of the mortgaged Unit. When giving notice to a Unit Owner of a default in paying Common Expenses or other default, the Board shall send a copy of such notice to the Mortgagee of such Unit whose name and address is contained in the records of the Association.

7. Amendment. These By-Laws may not be altered, amended or repealed except by the affirmative Vote of not less than FIFTY PERCENT (50%) of the total of those Votes entitled to be cast by Members qualified to vote at a duly called meeting of the Association at which a quorum is present or the affirmative written consent of such percentage of the Members. Notice of the subject matter of a proposed amendment shall be included in the notice of any meeting at which a proposed amendment is to be considered. Any such amendment shall be certified by the president and secretary of the Association as having been duly adopted and shall be effective upon recording in the Register's Office for DAVIDSON COUNTY, Tennessee. However, these By-Laws may not be amended by the Unit Owners during the Development Period without the express written approval of the Declarant. Except as provided in the Declaration, no amendment shall discriminate against any Unit Owner or against any Unit or class or group of Units unless the Unit Owner(s) so affected shall consent.

8. Indemnification. The corporation shall indemnify any current or former Director, officer, or employee of the corporation against expenses actually and necessarily incurred by him and any amount paid in satisfaction of judgments, in connection with any action,

suit or proceeding, whether civil or criminal in nature, in which he is made a party by reason of being or having been such a Director, officer or employee (whether or not a Director, officer or employee at the time such costs or expenses are incurred by or imposed upon him) except in relation to matters in which he shall have been adjudged in such action, suit or proceeding to be liable for gross negligence or willful misconduct in the performance of his duty. The corporation may also reimburse to any Directors, officer or employee the reasonable costs of settlement of any such action, suit or proceedings; if it shall be found by a majority of the Directors not involved in the matter of controversy, whether or not a quorum, that it was in the interest of the corporation that such settlement be made and that such Director, officer or employee was not guilty of gross negligence or willful misconduct. Such rights of indemnification and reimbursement shall not be deemed exclusive of any other rights to which such Director, officer or employee may be entitled by law or under By-Law, agreement, Vote of Members or otherwise.

9. Inconsistencies. In the event, these By-Laws shall be inconsistent with the Declaration, then the Declaration shall be controlling.

10. Headings. The headings used in these By-Laws have been inserted for administrative convenience only and do not constitute matters to be construed in interpretation.

CERTIFICATION

I hereby certify that the foregoing By-Laws were adopted by the Incorporator of BAXTER LANE TOWNHOMES, INC. on this the 5 day of January, 20 06.

Douglas Schenkel, Incorporator

EXHIBIT E

ARTICLES OF INCORPORATION OF BAXTER LANE TOWNHOMES OWNERS' ASSOCIATION, INC.

In compliance with the requirements of the Tennessee Nonprofit Corporation Act (the "Act"), the undersigned, having the capacity to contract and acting as the incorporator of a non-profit property owners association under the Act, adopts the following Charter for such association:

ARTICLE I. NAME

The name of the corporation is BAXTER LANE TOWNHOMES OWNERS' ASSOCIATION, INC., hereunder called the "Corporation".

ARTICLE II. MUTUAL BENEFIT CORPORATION

The Corporation is a mutual benefit corporation.

ARTICLE III. INITIAL REGISTERED OFFICE

The street address, county and zip code of the Corporation's initial registered office, and the name of its initial registered agent at that office is TOUCHSTONE BUILDERS, INC., 214 OVERLOOK CIRCLE, SUITE 115, BRENTWOOD, TENNESSEE 37027; DOUGLAS SCHENKEL.

ARTICLE IV. INCORPORATOR

The name and address and zip code of each incorporator is DOUGLAS SCHENKEL, TOUCHSTONE BUILDERS, INC , 214 OVERLOOK CIRCLE, SUITE 115, BRENTWOOD, TENNESSEE 37027.

ARTICLE V. PRINCIPAL OFFICE

The street address and zip code of the principal office of the Corporation is TOUCHSTONE BUILDERS, INC., 214 OVERLOOK CIRCLE, SUITE 115, BRENTWOOD, TENNESSEE 37027.

ARTICLE VI. NOT FOR PROFIT CORPORATION

The Corporation is not for profit.

ARTICLE VII. PURPOSE AND POWERS OF THE CORPORATION

This Corporation does not contemplate pecuniary gain or profit to the members thereof. The purpose for which the Corporation is organized is to maintain the common

facilities of the BAXTER LANE TOWNHOMES horizontal property regime in DAVIDSON COUNTY, Tennessee and perform all duties and functions of the BAXTER LANE TOWNHOMES OWNERS' ASSOCIATION, as described in that certain Declaration recorded at Instrument No. _____ in the Register's Office for DAVIDSON COUNTY, Tennessee, hereinafter called the "Declaration" and any additions and amendments thereto as may hereafter be brought within the jurisdiction of the Corporation, and for this purpose to:

1. Exercise all of the powers, rights and privileges and to perform all of the duties and obligations of the Corporation as set forth in the Declaration, as the same may be amended from time to time as therein provided;

2. Fix, levy, collect and enforce payment by any lawful means, all charges or assessments pursuant to the terms of the Declaration; to pay all expenses in connection therewith and all office and other expenses incident to the conduct of the business of the Corporation, including all licenses, taxes or governmental charges levied or imposed against the property of the Corporation;

3. Acquire (by gift, purchase or otherwise), own, hold, improve, build upon, operate, maintain, convey, sell, lease, transfer, dedicate for public use or otherwise dispose of real or personal property in connection with the affairs of the Corporation;

4. Borrow money, mortgage, pledge, deed in trust, or hypothecate any or all of its real or personal property as security for money borrowed or debts incurred;

5. Have and to exercise any and all powers, rights and privileges which a corporation organized under the Act by law may now or hereafter have or exercise; and

6. Except for those amendments which the Tennessee Non-Profit Corporation Act expressly permits to be made by the Directors of the Corporation, any amendment to these Articles of Incorporation of the Corporation to be adopted must be approved by not less than FIFTY percent (50%) of the members of the Corporation unless a higher percentage vote is required elsewhere in the Declaration or by the Act.

ARTICLE VIII - MEMBERSHIP

Every person or entity who is a record owner of a fee or undivided fee interest in any Unit which is subject to assessment by the Corporation, shall be a member of the Corporation. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of any obligation. Membership shall be appurtenant to and may not be separated from ownership of any Unit which is subject to assessment by the Corporation.

ARTICLE IX - BOARD OF DIRECTORS

The affairs of this Corporation shall be managed by a Board of Directors. The

number of directors and the method of electing the same shall be provided in the By-Laws of the Corporation.

As provided in Tennessee Code Annotated Section 48-58-501 *et seq.*, all directors and officers of the Corporation shall be immune from suit and no present or former director or officer of the Corporation shall have any personal liability to the Corporation or its members for monetary damages arising from the conduct of the affairs of the Corporation, except when such conduct amounts to willful, wanton or gross negligence. The Corporation shall indemnify all current and former directors and officers of the Corporation to the maximum extent allowed by law, including without limitation advancing expenses pursuant to Tennessee Code Annotated § 48-58-504, for any and all claims brought against such persons in connection with their actions or inactions in their official capacity as directors and officers of the Corporation.

ARTICLE X - DISSOLUTION

The Corporation may be dissolved with the assent given in writing and signed by not less than SIXTY-SEVEN percent (67%) of the members. Upon dissolution of the Corporation, other than incident to a merger or consolidation, the assets of the Corporation shall be distributed to the members.

IN WITNESS WHEREOF, for the purpose of forming this Corporation under the laws of the State of Tennessee, the undersigned incorporator of this Corporation, has executed these Articles of Incorporation this 5 day of January, 20 06.

Douglas Schenkel, Incorporator