Davidson County REST
Recvd: 07/12/07 15:27 45 pg
Fees:227.00 Taxes:0.00
20070712-0083284

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DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR CASTLEMAN DRIVE TOWNHOMES, A HORIZONTAL PROPERTY REGIME WITH PRIVATE ELEMENTS

Castleman Drive Partners, a Tennessee general partnership, hereinafter referred to as the "Developer," declares this Declaration as its plan for ownership in townhomes of certain property (the "Property") located in Nashville, Davidson County, Tennessee and more particularly described in **Exhibit A** attached hereto and made a part hereof..

WITNESSETH:

The Developer submits the Property and improvements thereon to a horizontal property regime in the manner provided in Tennessee Code Annotated, Title 66, Chapter 27, Sections 101-123, as may be amended or supplemented from time to time, and known as the "Horizontal Property Act" (the "Act"). The horizontal property regime shall be known as Castleman Drive Townhomes (the "Townhomes"). The Developer makes the following declarations regarding divisions, limitations, expansions, restrictions, reservations, easements, covenants and conditions, hereby declaring that the Property shall be held, conveyed, mortgaged, encumbered, leased, rented, used, occupied and improved subject to this Declaration. The provisions of this Declaration constitute covenants running with the land and are binding on and for the benefit of present and future owners, lessees and mortgages of any part of the Townhomes.

A. **Definitions.** Certain terms as used in this Declaration shall be defined as follows:

"Castleman Drive Townhomes Homeowners Association" means the "Castleman Drive Townhomes Homeowners Association, Inc.", a nonstock, nonprofit corporation whose membership consists of all of the Unit owners acting as a group in accordance with this Declaration, any amendments thereto, the Bylaws and any other governing documents.

1. "Common Elements" means:

   (a) The Property in fee simple, except as included in the Private Elements.
   (b) The grounds, landscaping, courtyard, roadways, walkways and parking areas located on the Property, except as included in the Private Elements.

(c) Any retaining walls constructed as part of the infrastructure of the Property; and
(d) All other devices or installations existing for common use, and all other elements of the structures erected upon the Property which are rationally of common use or necessary to their existence, upkeep and safety.

2. "Common Expenses" means and includes all charges, costs, and expenses incurred by the Homeowners' Association for and in connection with the administration and operation of the Townhomes, including, without limitation, maintenance, repair, replacement, painting and restoration (to the extent not covered by insurance) of the Common Elements; and additions and alterations thereto; all labor, services, common utilities, materials, supplies and equipment therefore; all liability for loss or damage arising out of or in connection with the Common Elements and their use; all premiums for hazard, liability and other insurance with respect to the Townhomes; all liabilities incurred in acquiring a Unit pursuant to a judicial sale; and all administrative , accounting, legal and managerial expenses. Also, "Common Expenses" shall include amounts incurred in replacing, or substantially repairing, major capital improvements of the Townhomes, including, but not limited to, road, driveway and parking lot resurfacing. All of the above shall constitute Common Expenses of the Townhomes for which the Unit owners shall be equally and severally liable for on a quarter-annual basis. The Common Expenses budget shall include a reserve for capital expenditures.

3. "Limited Common Elements" means those Common Elements which are reserved for the exclusive use of a Unit, including but not limited to:

(a) Entrances and exits to the Units; and
(b) Utility service facilities serving a unit or several Units.

4. "Private Elements" means the area of the Property upon which a Unit, including any courtyard associated with said Unit (all as indicated on Exhibit B attached hereto and incorporated herein by reference), is located and for which fee simple ownership and exclusive use is reserved to that Unit only. Notwithstanding that some of the following might be located in the Common Elements, the plumbing, heating and air conditioning equipment (including all ducts and pipes), electrical wiring and equipment, hot water heater, telephone lines, and other equipment located within or connected to a Unit for the sole purpose of serving that Unit exclusively, are a part of the Private Elements, the maintenance, repair and replacement of same being the responsibility of the Unit owner, except to the extent that the master insurance policy carried by the Homeowners' Association covers repairs or replacements.

5. "Property" means the real property located in Nashville, Davidson County, Tennessee, more specifically described as **Exhibit A** hereto.

6. "Unit" or "Townhouse Unit" means the residential structures and associated courtyards as indicated on **Exhibit B** attached hereto and incorporated herein

by reference, located on the Property and having direct access to the Common Elements. Each Unit shall be subject to fee simple ownership and exclusive use by the owner thereof. The identification numbers, location and extent of each Unit are as shown on **Exhibit B**.

B. **Description of Units**. Castleman Drive Townhomes shall consist of four (4) Units, identified as follows- 2241A, 2241B, 2243A, 2243B Castleman Drive. The Units are being constructed in the manner indicated on **Exhibit B**. The owner of each Unit, whether constructed or not, will have an equal and common right to share in the Common Elements of the Townhomes.

C. **Common Interest**. Each Unit shall have appurtenant thereto an equal and undivided interest in the Common Elements, shall have an equal and undivided share in all common profits and Common Expenses of the Townhomes, and shall have an equal and undivided interest for all other purposes, including voting.

D. **Easements; Reservations; Parking Spaces**. The Units and Common Elements shall have and be subject to the following easements:

1. An easement shall exist for the maintenance, repair and replacement of any and all pipes, wires, conduits, or other utility lines running through or around any Unit, which facilities serve more than the Unit and are part of the Common Elements.

2. If any part of the Common Elements encroaches upon any Unit or Limited Common Element, an easement shall exist for the encroachment, the maintenance, repair and replacement thereof, so long as it continues. If any Unit shall be partially or totally destroyed and then rebuilt, minor encroachments on any part of the Common Elements due to reconstruction shall be permitted, and easements shall exist for the encroachments.

3. An easement shall exist for any part of a residential structure, including, but not by way of limitation, the roof, eave, cornice, gutter and related structural elements, as shall encroach over or upon any adjoining Unit or the Common Elements. Said easement shall also exist for the maintenance, repair and replacement of said encroaching structural elements.

4. An easement exists for ingress, egress and maintenance in favor of any public utility providing public utility service to the Townhomes.

5. An easement exists in favor of the Homeowners' Association, exercisable by the Homeowners' Association and its agents, to enter into any Unit from time to time in the event of an emergency, for necessary action to prevent damage to any part of the Townhomes.

6. The Developer reserves the right during development to grant, transfer, cancel, relocate and otherwise deal with all utility and other easements now or hereafter the Common Elements. After transfer of control of the administration of the Townhomes to the Homeowners' Association, as provided in Section H below, the Association may grant permits, licenses, and easements over the Common Elements for utilities, roads, and other purposes reasonably necessary or useful for the proper maintenance or operation of the Townhomes.

7. Any exterior parking area or other exterior paved portion of the Townhomes designated for parking purposes shall be part of the Common Elements and not part of any individual Unit, except as indicated on **Exhibit B**.

8. Developer is empowered, notwithstanding anything herein to the contrary, to sell, lease, or rent Units to any person approved by it. Developer shall have the right to transact, on the Townhomes' property, any business deemed necessary by Developer to consummate the sale, lease, or resale of Units, including, but not limited to, the right to post signs, to reserve parking spaces for prospective purchasers, to use the Common Elements and to show Units. Signs and all items pertaining to sales shall not be considered Common Elements and shall remain the property of the Developer. As long as any Unit belonging to Developer remains unsold, neither the Unit owners, nor the Homeowners' Association, nor the use of the Townhomes' property, shall interfere with the sale of Units.

E. Alteration and Transfer of Interests. The Common Elements and easements appurtenant to each Unit shall have a permanent character and shall not be altered without the consent of the Homeowners' Association and the Unit owner affected, except where such authority is retained herein by Developer. The Common Elements and easements shall not be separated from the Unit to which they appertain, and shall be deemed to be conveyed, leased or encumbered with the Unit even though the Common Elements or easements are not expressly mentioned or described in the conveyance or other instrument. Nothing in this Section shall prevent the Developer or the Homeowners' Association from subsequently designating (and allowing the construction of) attached porches, patios (with enclosure fences) and balconies as Limited Common Elements.

F. Partition. The Common Elements shall remain undivided and shall not be the object of any action for partition or division of any part thereof, except as provided by the Act.

G. Restrictions. The Units and the Common Elements shall be subject to the following restrictions, which restrictions shall be permanent:

1. **Unit Uses.** Except as otherwise approved in writing by the Homeowners' Association, the Units shall be used only as a private dwelling, shall not be subdivided, and shall be subject to such limitations and conditions as may be contained herein, or in the Bylaws of the Homeowners' Association, or any rules which may be

adopted from time to time by the Homeowners' Association as to the use and appearance of the Units and the Common Elements. Nothing contained herein shall prevent a unit from being used as a home office, provided such use does not violate applicable zoning regulations.

2. **Leases.** Any Unit lease shall be in writing and shall be subject to this Declaration, as may be amended, and to the Bylaws and rules as amended from time to time. No Unit shall be rented on a daily, weekly, or monthly basis.

3. **Structural Compliance**. All structures shall be built in substantial compliance with the plans and specifications therefore, approved by Developer or the Association as provided herein.

4. **Improvement and Setback Restrictions**. No building or structure, or any part thereof, shall be located on any Unit so that the improvements exceed the boundaries of the Unit. No encroachment upon any utility easement reserved on the Plat shall be authorized or permitted.

5. **Re-subdivision or re-combination of Units**. No Unit shall be re-subdivided or re-combined, nor shall any building be erected or placed on any such re-subdivided Unit, unless such re-subdivision is approved by the Association, as well as any governmental authority having jurisdiction. Developer, however, shall have the right, but not the obligation, to re-subdivide into Units, by recorded plat or in ay other lawful manner, all or any part of the Properties contained within the outer boundaries of the Plat, and such Units, as re-platted, shall be subject to this Declaration as if such Units were originally included herein. Any such re-plat must comply with pertinent re-platting ordinances, statutes, regulations and requirements.

6.. **Walls, Fences and Hedges**. All walls, fences or hedges shall be erected or maintained as approved and directed by the Architectural Control Committee.

7. **Roofing Material**. The roof of any building (including any carport) shall be constructed or covered with roofing material as shall be permitted in the sole discretion of the Architectural Control Committee.

8. **Exterior Finish**. Units shall be constructed with an exterior finish as designated by the Architectural Control Committee. No Unit shall be authorized to vary its exterior from that approved by the Architectural Control Committee.

9. **Required Mailbox Style**. The Association shall specify the style and material of all mailboxes. No Unit Owner may replace the required mailbox with a different mailbox without approval of the Association. The mailboxes shall be maintained by the Association.

10. **Storage Tanks and Refuse Disposal**. No exposed above-ground tanks or receptacles shall be permitted for the storage of fuel, water, or any other

substance, except for refuse produced through normal daily living and of a nature which is satisfactory for pick-up by the Department of Public Works or its equivalent. Incinerators for garbage, trash, or other refuse shall not be used or permitted to be erected or place on or adjacent to any Unit. All equipment, coolers, and garbage cans shall be concealed from the view of neighboring lots, roads, streets, and open areas.

11. **Clothes Lines**. Outside clothes lines shall not be permitted.

12. **Signs and Advertisements**. No sign, advertisement, billboard or advertising structure of any kind shall be erected upon or displayed or otherwise exposed to view on any Unit or any improvement thereon without the prior written consent of the Architectural Control Committee; provided that this requirement shall not preclude the installation by Developer and /or any builder of signs identifying the entire residential development and provided further that this requirement shall not preclude the placement by owners of "For Sale" signs in the front of individual residences of such size, character, and number as shall from time to time by approved by the Architectural Control Committee. The Architectural Control Committee shall have the right to remove any such unapproved sign, advertisement, billboard or structure that is placed on said Units, and in doing so shall not be subject to any liability for trespass or other tort in connection therewith or arising from such removal.

13. **Use of Temporary Structures**. No structure of a temporary character, mobile home, camper, trailer, basement, tent, shack, garage, barn or other outbuilding shall be erected or moved onto any Unit. No structure of any kind except a dwelling house may be occupied as a residence, and the outside of any building so occupied must be completed before occupancy, including landscaping. Temporary structures may be used as building or sales offices and for related purposes during the construction period by the Developer, any builder, or their assigns.

14. **Storage of Automobiles, Prohibition of Boats, Trailers and Other Vehicles**. No inoperative vehicles may be stored in any location within the Properties. No recreational vehicles (including, but not limited to, campers, trailer, boats, boat trailers and travel trailers) may be stored anywhere on the Parcel. Additionally, no tractor trailers, buses, or other large commercial vehicles may be parked anywhere within the Property. The foregoing shall not apply to construction vehicles of the Developer or any builder. Overnight parking of any vehicle, trailer or other wheeled instrument or equipment on any street within the Property shall not be permitted.

15. **Outside Lighting**. Outside lights at eaves and door entrances shall be permitted, but no exterior flashing or high-intensity lights, floodlights, or spotlights on the exterior of any building shall be permitted, except with the prior written approval of the Architectural Control Committee.

16. **Maximum Height of Antennae**. Unless approved by Developer, no electronic antenna or device of any type other than an antenna for receiving normal television signals shall be erected, constructed, placed or permitted to remain on any Lot,

house or building. Television antennas must be located to the rear of the roof ridge line, gable or center line of the Unit. No antennae shall be permitted to extend more than ten (10) feet above the roof of the Unit, or shall be erected on a wooden pole. Provided, however, that owner shall be entitled to install and erect digital satellite equipment, including satellite dishes, provided that the diameter of any such dish shall not exceed twenty (20) inches and provided that plans as to the location and installation for such dish are submitted to the Architectural Control Committee in accordance with the provisions of set forth herein.

17. **HVAC Units**. All central air conditioning system units must be used, erected, placed or maintained on the side or to the rear of the Unit. No window or wall type air conditioning units shall be permitted in any Unit.

18. **Recreational Equipment**. All playground and recreational equipment must be used, erected, placed or maintained to the rear of all Units.

19. **Oil and Mining Operations**. No oil drilling, oil development operations, oil refining, quarrying or mining operations shall be permitted on any Unit, nor shall oil wells, tanks, tunnels, mineral excavating or shafts be permitted upon or in any Unit. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any Unit.

20. **Maintenance**. All Units, together with the interior and exterior of all improvements located thereon, shall be maintained in a neat and attractive condition by their respective owners or occupants. Each Unit owner, at such owner's expense, shall furnish and be responsible for all maintenance of, repairs to and replacements within the interior and the exterior of such owner's Unit, including plumbing, pipes, wiring, appliances, and structural components of the Unit. In addition each Unit owner shall be responsible for all outside veneers (whether brick, siding or other exterior finished), facades, porches, decks or patios, exterior glass, windows, including storm window, screens, and doors, including storm doors, and walkways, painting, and structural and non-structural maintenance and repair of roofs, gutters, down-spouts, trim, caulking and other exterior repairs of any nature. The Association shall be responsible for keeping all weeds and grass cut in a sanitary, healthful and attractive manner and all trees and shrubbery pruned and cut. No Unit shall be used for storage of material and equipment, except for normal residential requirements or incident to construction of improvements thereon as herein permitted. The accumulation of garbage, trash or rubbish of any kind and the burning (except as permitted by law) of any such materials is prohibited. In the event of default on the part of the owner or occupant of any Unit in observing the above requirements or any of them, such default continuing after ten (10) days' written notice thereof, the Association may, subject to approval of its Board of Directors, enter upon said Unit, repair, maintain and restore the same, and remove or cause to be removed, such garbage, trash and rubbish or do any other thing necessary to secure compliance with these restrictions and to place said Unit in a neat, attractive, healthful and sanitary condition. In so doing, the Association shall not be subject to any liability for trespass or otherwise. All costs incurred in any such repair, maintenance, restoration, or removal

shall be charged against the owner of such Unit as the personal obligation of such owner and as a lien upon the Unit, enforceable and collectible in the same manner and to the same extent as a maintenance assessment. Any occupant of such Unit shall be jointly and severally liable with the owner for the payment of such costs. The Association shall be responsible for maintenance of, repairs to and replacements within the driveways, common mailboxes and yards only.

21. **Use of Premises**. Each Lot shall be used only for private, single-family residential purposes and not otherwise. Notwithstanding the foregoing, Developer and any builder may maintain, as long as it owns the Property in or upon such portion of the Properties as Developer or any builder may determine, such facilities as in its sole discretion may be necessary or convenient, including, but without limitation, offices, storage areas, model units and signs, and Developer may use and permit builders (who are at the relevant time building and selling houses in the development) to use, residential structures, carports or accessory buildings for sales offices and display purposes, but all rights of Developer and of any builder acting with Developer's permission under this sentence, shall be operative and effective only during the construction and sales period within the area, and their provision may not be amended, altered or repaired without the prior consent of the Developer. It is expressly declared that Developer and any builder shall be permitted to construct, maintain and operate one or more model units.

22. **Animals and Pets**. No animals, livestock, or poultry of any kind shall be raised, bred, pastured, or maintained on any Lot, except household pets such as small dogs and cats which may be kept thereon in reasonable numbers as pets for the sole pleasure of the owner or occupant, but not for any commercial use or purpose. All pets shall be confined to the interior of the Unit owner's Unit or kept on leash when allowed out of doors. The Unit owner shall be required to pick up and properly dispose of any feces deposited by any and all pets within the Property. Any disposal method which contemplates leaving said waste material outside of any Unit shall not be permitted, except temporary storage in a suitable odor controlling trash container while waiting for regular garbage pick up.

23. **Nuisances and Unsightly Materials**. No house or other structure on any Lot shall be used for any business or commercial purpose. Each owner or occupant shall refrain from any act or use of his Lot which could reasonably cause embarrassment, discomfort, annoyance, or nuisance to others. No noxious, offensive, or illegal activity shall be carried on upon any Lot. No motorcycle, motorbike, motor scooter, or any other unlicensed motorized vehicle shall be permitted to be operated on or in the Common Areas. No Lot shall be used, in whole or in part, for the storage of rubbish of any character whatsoever; nor shall any substance, thing, or material be kept upon any Lot which will emit foul or noxious odors or which will cause any noise that will or might disturb the peace and quiet of the owners or occupants of surrounding Lots or property. The foregoing shall not be construed to prohibit the temporary deposits of trash and other debris for pick-up by garbage and trash removal service units.

24. **Hobbies and Activities**. The pursuit of any inherently dangerous activity or hobby, including, without limitation, the assembly and disassembly of motor vehicles or other mechanical devices, the shooting of firearms, fireworks, or pyrotechnic devices of any type or size, and other such activities shall not be pursued or undertaken on any part of any Lot or upon the Common Areas without the consent of the Association.

25. **Governmental Restrictions**. Each owner shall observe all governmental building codes, health regulations, zoning restrictions, and other regulations applicable to his Unit. In the event of any conflict between any provision of any such governmental code, regulation, or restriction and any provisions of this Declaration, the more restrictive provision shall apply.

26. **Remedies.** Violation of the Declaration, the Bylaws or any rules adopted by the Homeowners' Association, may be remedied by the Homeowners' Association, or its agent, by the imposition of reasonable fines or by legal action for damages, injunctive relief, restraining order, or specific performance. In addition, an aggrieved Unit owner may maintain a legal action for similar relief. A Unit owner, in accepting ownership of a Unit, agrees to become subject to this enforcement in the event of a violation.

H. Homeowners' Association. The administration of the Townhomes shall be vested in a Homeowners' Association consisting of all Unit owners of the Townhomes. The Homeowners' Association has been incorporated as a non-stock, non-profit corporation under the name "Castleman Drive Townhomes Homeowners Association, Inc.", which Charter is recorded in the Davidson County, Tennessee Register's Office. A copy of the initial Bylaws of the Homeowners' Association is attached to this Declaration as **Exhibit C**. The owner of any Unit, upon acquiring title, shall automatically become a member of the Homeowners' Association and shall remain a member until such time as his ownership of such Unit ceases for any reason, at which time his membership in the Homeowners' Association shall automatically cease. The administration of the Townhomes, including the adoption and amendment of bylaws, adoption of rules, assessment of Common Expenses, and all other matters relating to the administration of the Townhomes, is vested in the Developer until the happening of either of the following events, whichever occurs earlier:

(i) when one hundred percent (100%) of the Units in all phases of Castleman Drive Townhomes which are contemplated to be platted have been sold by Developer; or

(ii) January 1, 2017.

Until that time, the Developer shall constitute the Homeowners' Assocation, and shall possess the irrevocable proxy of the Unit owners to operate and administer the Townhomes during this time, which proxy each Unit owner automatically grants upon

acceptance of a deed to a Unit. All Unit owners, by acceptance of a deed to a Unit, agree to this administration of the Townhomes by the Developer.

I. Administration of the Townhomes.

1. Administration Requirements.

Administration of the Townhomes, including the use, maintenance, repair, replacement and restoration of the Common Elements, and any additions and alterations to them, shall be in accordance with the provisions of the Act, this Declaration, the Bylaws of the Homeowners' Association, and all rules adopted by the Homeowners' Association. Specifically (but not exclusively), effective upon completion of all Units, the Homeowners' Association shall:

a. Maintain, repair and replace all improvements in the Common Elements which may be required by law to be maintained, repaired and replaced upon, adjoining, in connection with, or for the use of any part of the Townhomes.

b. Keep all Common Elements in a clean and sanitary condition and observe and perform all laws, ordinances, rules and regulations now or hereafter made by any governmental authority, where applicable to the Townhomes.

c. Well and substantially repair, maintain and keep all Common Elements of the Townhomes in good order and condition, including keeping all trees, shrubs and grass in good cultivation and replanting the same as may be necessary.

d. Except as may be provided herein, in the Bylaws and Townhomes rules, keep all Limited Common Elements in a clean and sanitary condition and substantially repair, maintain and keep them in good order and condition.

e. Observe any setback lines affecting the Townhomes as shown on the plans herein mentioned.

f. Not make or suffer any waste or unlawful, improper or offensive use of the Townhomes.

g. Regulate the use of the Common Elements and Limited Common Elements.

2. Non-Liability of the Directors, Board, Officers and Developer.

Neither the directors, Board, officers of the association, nor the Developer shall be personally liable to the Unit Owners for any mistake of judgment or for any other acts or omissions of any nature whatsoever as such directors, Board, officers, or Developer, except for any acts or omissions found by a court to constitute gross

negligence or fraud. The Unit owners shall indemnify and hold harmless each of the directors, Board, officers, or Developer, and their respective heirs, executors, administrators, successors and assigns in accordance with the Charter of the Association and Bylaws.

3. **Ownership of Interests in the Association.** Subject to the provisions concerning voting rights hereinabove contained, each Unit shall be allocated an equal percentage ownership in the Association. The percentages of ownership interest shall remain constant unless hereafter changed by recorded amendment to this Declaration consented to in writing by the Unit owners, in accordance with the requirements hereinafter contained. Said ownership interest shall be an undivided interest, and the undivided membership interest in the Association shall be owned by the Unit owners as tenants in common in accordance with their respective percentages of ownership. The ownership of each Unit shall not be conveyed separate from the percentage of ownership in the Association corresponding to said Unit. The undivided percentage of ownership in the Association corresponding to any Unit shall be deemed conveyed or encumbered with that Unit, even though the legal description in the instrument conveying or encumbering said Unit may refer only to the fee title to that Unit.

4. **Special Assessments.** In addition to the annual assessments for Common Expenses authorized herein, the Association may levy a special assessment for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of capital improvements upon the Common Elements or Limited Common Elements, including fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of Unit owners.

5. **Exemptions.** Notwithstanding any provision to the contrary in this Declaration or the Bylaws attached hereto, and except for the contribution required in this paragraph, the Developer and any Successor Developer shall be exempt from the payment of assessments for any Units owned by the Developer, and any Successor Developer, until such time as the weighted voting rights provided for in this Declaration no longer provide an automatic majority to the Developer or any Successor Developer.

6. **Separate Real Estate Taxes.** Real estate taxes shall be separately taxed to each Unit owner for such owner's Unit and including the corresponding percentage of ownership in the Association, 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 Property as a whole, then each Unit owner shall pay such owner's proportionate share thereof in accordance with such owner's respective percentage of ownership interest in the Association, and, in said event, such taxes shall be a common expense.

7. **Obligations of Unit Owners.** Each Unit owner, at such owner's expense, shall furnish and be responsible for all maintenance of, repairs to and replacements within the interior and the exterior of such owner's Unit, including

plumbing, pipes, wiring, appliances, and structural components of the Unit. In addition each Unit owner shall be responsible for all outside veneers (whether brick, siding or other exterior finishes), facades, porches, decks or patios, exterior glass, windows, including storm windows, screens, and doors, including storm doors, and walkways, painting, and structural and non-structural maintenance and repair of roofs, gutters, down-spouts, trim, caulking and other exterior repairs to the Unit of any nature. Upon the Unit owner's default in performing such required maintenance, the Association shall have the right, but no duty, upon thirty (30) days' advance written notice to said Unit owner, to perform the necessary maintenance and to charge the costs thereof to said Unit owner, which costs shall constitute a lien on the interest of such Unit owner in the Unit as provided in the Act.

8. Obligations of Association. The Association shall be responsible for maintenance of, repairs to and replacements outside the Unit, including but not limited to areas within the driveways, yards and common mailbox(es). Other items of maintenance, repair and replacement in the Units shall be the responsibility of the Unit owner. The cost of maintenance of, repairs to and replacements which are the responsibility of the Association shall be part of the Common Expenses, subject to the Bylaws, rules and regulations of the Association.

9. Loss Attributable to Unit Owner. Notwithstanding the foregoing, if, due to the act or neglect of a Unit owner, or the agent, servant, tenant, family member, invitee, licensee or household pet thereof, damage shall be caused to the Common Elements or to a Unit or Units owned by others, or maintenance, repair or replacement are required which would otherwise be a Common Expense, then such Unit owner shall pay for such damage or such maintenance, repair and replacements, as may be determined by the Association, to the extent not covered by the Association's insurance or sufficient proceeds are not collected from the insurance carrier.

The authorized representative of the Association, Board or of the Managing Agent with approval of the Board shall be entitled to reasonable access to the individual Units and Private Elements as may be required in connection with the preservation of any individual Unit or Private Elements in the event of an emergency, or in connection with maintenance of, repairs or replacements within the Common Elements, Private Elements or any equipment, facilities or fixture affecting or serving the other Units, Common Elements or Private elements or to make any alteration required by an governmental authority.

10. Party Walls. Each wall built as a part of the original construction of a structure upon the Private Elements and placed on the dividing line between two Units shall constitute a party wall and, to the extent not inconsistent with the provisions of this Declaration, the general rules of law regarding party walls and liability for property damage due to negligence or willful acts or omissions shall apply thereto.

The following provisions shall apply to all party walls constructed in the Property: (i) The cost of reasonable repair and maintenance of a party wall shall be shared by the

Unit owners who make use of the wall in proportion to such use. (ii) If a party wall is destroyed or damaged by fire or other casualty, any Unit owner who has used the wall may restore it. If other Unit owners make use of the wall, they shall contribute to the cost of restoration thereof in proportion to such use; subject, however, to the right of any Unit owners to call for a larger contribution from the others under any rule of law regarding liability for negligence or willful acts or omissions. (iii) The Unit owner may construct or reconstruct a party wall subject to and within the limitations of architectural control and other limitations of this Declaration with the right to go upon the adjoining Unit to the extent reasonably necessary to perform the construction. The construction shall be done expeditiously. Upon completion of the construction, the Unit owner shall restore, as is reasonably practicable, the adjoining Unit to as near the same condition which prevailed on or before the commencement of the construction. (iv) The right of any Unit owner to contribution from any other Unit owner under this section shall be appurtenant to the land and shall pass to the Unit owner's successors in title. (v) If any Unit owner desires to sell his Unit, he may, in order to assure a prospective purchaser that no adjoining Unit owner(s) has a right of contribution, provide a certification that no right of contribution exists. It shall be the duty of each adjoining Unit owner to make a certification as to whether there is any pending claim of contribution immediately upon request and without charge.

11. Use and Occupancy Restrictions.

a. Approval of Plans.

No structure may be erected, placed or altered on any Private Elements, and no building permit may be obtained without obtaining prior written approval of the Architectural Control Committee established as provided herein as to the location, plans, and specifications therefore. Specifically, the Unit owner must submit to the Architectural Control Committee the construction plans and building specifications and a plan showing (i) the location of improvements on the Private Elements; (ii) the grade elevation (including delivery of samples thereof); (iv) the color of paint or stain to be applied to any exterior surfaces and the color of the roof material (including delivery of samples thereof); and (v) the location and size of the driveway (which shall be broom finish concrete, unless otherwise approved by Developer), shall have been approved in writing by the Architectural Control Committee which shall be appointed (a) by the Developer until such time as the Developer has sold all of its Units and thereafter (b) designated by the Board.

As a prerequisite to consideration for approval, and prior to the commencement of the contemplated work, two (2) complete sets of building plans and specifications shall be submitted. The Architectural Control Committee shall be the sole arbiter of such plans and may withhold its approval for any reasons, including purely aesthetic reasons. It is expressly acknowledged that construction undertaken by (i) the Developer and (ii) any builder who purchases Unit(s) directly from the Developer shall be conclusively deemed to comply with the foregoing, it being declared that construction of Unit(s) by (i) the Developer and (ii) any builder who purchased Unit(s) directly from the Developer

shall be exempt from Architectural Control Committee review and from any limitations on construction existing under this Declaration or the Association's Bylaws. Upon giving approval, construction shall be started and prosecuted to completion promptly and in strict conformity with such plans.

In the event any Unit owner makes any alteration covered under the previous paragraph without obtaining the required approval, then in any such event the Board may after ten (10) days' notice to the defaulting Unit owner, remove or restore the affected area, and perform such construction or maintenance, advance and pay such sums, or do any other reasonable act necessary to cure such default. The Association shall have a lien against the Unit of the defaulting Unit owner securing payment of the sums expended or advanced, and shall be entitled to enforce such lien by filing suit in a court of competent jurisdiction. In the event the Association is successful in such suit, it shall be entitled to recover reasonable attorney fees and costs incurred in such suit and enforcement of its rights.

At such time as Developer divests itself of all Units within the development, the right of approval of plans for further construction, reconstruction, remodeling, alteration, and additions shall thereafter rest exclusively in the Association and in its Board of Directors, which Board shall thereafter appoint the membership of the Architectural Control Committee.

Developer, the Association, the Architectural Control Committee and the individual members thereof shall not be liable for any act or omission in performing or purporting to perform the functions delegated hereunder. In the event that the Architectural Control Committee fails to indicate its approval or disapproval within thirty (30) days after the receipt of the required documents, approval will not be required and the related covenants set out herein shall be deemed to have been fully satisfied. Approval or disapproval by the Architectural Control Committee shall not be deemed to constitute any warranty or representation by it including, without limitation, any warranty or representation as to fitness, design or adequacy of the proposed construction or compliance with applicable statutes, codes and regulations. Anything contained in this paragraph, or elsewhere in this Declaration to the contrary notwithstanding, Developer and the Association are hereby authorized and empowered, at their sole and absolute discretion, to make and permit the type, kind, quantity or quality of the building materials to be used in the construction of any building or improvement on any Unit and of the size and location of such building or improvement when, in their sole and final judgment, such modifications and deviations in such improvements will be in harmony with existing structures and will not materially detract from the aesthetic appearance of the Properties and the improvements as a whole; provided, however, such modification and deviations must remain within all applicable ordinances and regulations established by the City of Nashville, Tennessee and Davidson County, Tennessee.

The Architectural Control Committee may require the submission to it of such documents and items, including as examples, but without limitation, written requests for and description of the variances requested, plans, specifications, plot plans and samples

of material(s), as either of them shall deem appropriate, in connection with its consideration of a request for a variance. If the Architectural Control Committee shall approve such request for a variance, it shall evidence such approval, and grant its permission for such variance, only by written instrument, addressed to the Owner of the Unit(s) relative to which such variance has been requested, describing the applicable restrictive covenant(s) and the particular variance requested, expressing its decision to permit the variance, describing (when applicable) the conditions on which the variance has been approved (including as examples, but without limitation, the type of alternate materials to be permitted), and signed by the Architectural Control Committee. Any request for a variance shall be deemed to have been disapproved for the purposes hereof in the event of either (i) written notice of disapproval from the Architectural Control Committee or (ii) failure by the Architectural Control Committee to respond to the request for variance. In the event the Architectural Control Committee or any successor to the authority thereof shall not then be functioning, no variances from the covenants herein contained shall be permitted, it being the intention of Developer that no variances be available except at its discretion or that of the Architectural Control Committee. The Architectural Control Committee shall not have the authority to approve any variance except as expressly provided in this Declaration.

J. Delegation of Administration. The Homeowners' Association shall be authorized to delegate the administration of its duties and powers by written contract to a professional managing agent or administrator employed for that purpose by the Homeowners Association, so long as such contract does not exceed three years in duration and is cancelable by the Homeowners' Association, without cause or payment of a termination fee, upon 90 days prior written notice. It shall be the duty of the Homeowners' Association to determine, annually, the estimated Common Expenses of the Townhomes for the succeeding twelve months, and, having so determined, to make and collect the assessment quarter-annually from each Unit owner. Each Unit owner shall contribute equally and shall be prorated based upon the portion of the quarter-annual period remaining. At the time the purchase of a Unit from Developer is closed, the Homeowners' Association may collect from the purchaser an amount to be considered a working capital fund for the Association.

K. Waiver of Use of Common Elements. No Unit owner may except himself from liability for his contribution towards the Common Expenses by waiver of the use or enjoyment of any of the Common Elements or by abandonment of his Unit.

L. Unpaid Common Expenses Constitute Lien; Power of Sale.

1. Unpaid Common Expenses shall constitute a lien on the Unit of the delinquent Unit owner, prior to all other liens except for (i) liens for taxes and assessments lawfully imposed by governmental authorities against such Units and (ii) the lien of a first deed of trust. Such lien shall also secure reasonable attorney fees and all costs incurred in the collection of the unpaid share of Common Expenses or the enforcement of the lien. If a Unit owner shall fail to pay the proportionate share of Common Expenses for a period of ten days following the date on which the same become

due, the council may assess a "late charge" of fifteen percent per annum of the unpaid amount or such other late charge as the Homeowners' Association may determine. If such share remains unpaid for a period of thirty days following the due date, together with any late charge thereon, the Association may declare the entire proportionate share of Common Expenses of that Unit owner for the next succeeding full twelve calendar months immediately due and payable, without further notice or demand, and proceed to collect same. The lien for unpaid Common Expenses may be enforced by suit by the Homeowners' Association or the Homeowner Association's agent, acting on behalf of the Homeowners' Association, in like manner as a mortgage or deed of trust of real property, provided that thirty days' prior written notice of intent to sue to enforce the lien shall be mailed, postage prepaid, to all persons having an interest in such Unit (including any mortgages), as shown on the Association's record of ownership. The Association shall have the power to bid on such Unit at judicial sale or pay for and accept a deed in lieu of foreclosure; and to acquire, hold, lease, mortgage and convey such Unit. Suit to recover a money judgment for unpaid Common Expenses shall be maintainable without judicial lien enforcement and without waiving the right to enforce the lien securing the same. Without in any manner limiting its rights aforesaid, the Homeowners' Association or the Homeowners' Association's agent, acting on behalf of the Homeowners' Association, may also file a lien for unpaid Common Expenses.

2. For and in consideration of the privileges, protections, mutual enjoyment and use of the Common Elements, the assumption of the obligations of the Unit owners set forth in this Declaration, the receipt of which is hereby acknowledged, and to secure the payment of shares of Common Expenses assessed against a Unit owner, late charges and attorney fees as provided herein, hereinafter collectively referred to as the "Secured Charges", a lien is expressly retained in favor of the Homeowners' Association.

For the purpose of better and more effectually securing the Secured Charges, rendering unnecessary any court proceedings for the enforcement of said lien in the event of the nonpayment of the Secured Charges, and for the consideration of one dollar paid in cash, receipt of which is acknowledged, the Unit owners, their heirs, successors, administrators, and assigns, hereinafter referred to as Trustors, hereby transfer and convey unto the Association, its successors and assigns, (the "Trustee"), their respective Units with appurtenances, estate, title and interest thereto belong.

Trustors agree (i) to pay the Secured Charges when due, as provided in this Master Deed; (ii) to pay, discharge, or remove any and all liens (except a first mortgage or deed of trust) which may be hereafter placed against their Unit and which shall adversely effect the lien of this instrument or enforcement of the items and provisions hereof; (iii) to keep their respective Units in good repair; (iv) to comply with all of the items and conditions of this Declaration and By-Laws and all rules and regulations of the Association, all cost and expenses, together with reasonable attorney fees, of any court appearance or other proceedings required by Trustee or its successors to enforce any provision of this Declaration or the By-Laws or any rule and regulation of the Association. If any Trustor fails to do any of these things, then the Trustee or the Association may do any or all of these things, and the amount so paid shall bear interest

at the highest rate allowed under applicable laws in effect from time to time from the day of payment and shall become a part of the Secured Charges accrued hereby.

If a Trustor shall pay the Secured Charges when due, then this trust conveyance shall be of no further force or affect with respect to such Trustor's Unit. If the Secured Charges with respect to any Unit are not paid promptly when due, this trust conveyance shall remain in full force and effect, and the trustee, or his successor in trust, is hereby authorized and empowered, upon giving twenty days notice by three publications in any newspaper, daily or weekly, published in Davidson County, Tennessee, to sell the Unit at the front door of the Court House in that County to the highest bidder, for cash, at public outcry, free from all statutory rights of redemption, homestead, dower and all exemptions of every kind, which are hereby expressly waived; and the Trustee, or his successor in trust, is authorized and empowered to execute and deliver a deed to the purchaser. The Homeowners' Association may bid at any sale under this trust conveyance. The Homeowners' Association may, at any time after a default in the payment of any of the Secured Charges, enter and take possession of the property, and shall only account for the net rents actually received by it. It is further agreed that, if the Homeowners' Association fails, before instructing the Trustee to sell the Unit, as herein provided, to enter and take possession thereof, the purchaser shall be entitled to immediate possession thereof upon the delivery to him by the Trustee of a deed for said property. In case of sale hereunder, the proceeds will be applied by the Trustee as follows:

(i) First, to the payment of all costs, charges and expenses of executing this conveyance and enforcing said lien as herein provided, including reasonable attorney fees and expenses incurred for instituting or defending any litigation which may arise on account of the execution of this conveyance, or the enforcement of said lien;

(ii) Second, to the payment of all taxes which may be unpaid with respect to such Unit;

(iii) Third, to the payment of all unpaid Secured Charges with respect to such Unit;

(iv) Fourth, the residue, if any, will be paid to the Unit owner of such Unit, or his representatives or assigns;

In case of death, absence, inability or refusal to act of said Trustee at any time when action under the foregoing power and trusts may be required or for any other reason, the Homeowners' Association is hereby authorized and empowered to name and appoint a successor to the Trustee by an instrument in writing to be recorded in the Register's Office for Davidson County, Tennessee, and the title herein conveyed to the above named Trustee shall be vested in said successor.

M. Acquisition at Foreclosure Sale. Where the mortgage of a first deed of trust of record or other purchaser of any Unit acquires ownership of such Unit as a result of the enforcement of the deed of trust, such Unit shall no longer be subject to a

lien for unpaid assessments for Common Expenses which become due prior to such acquisition of title, except where such lien rights may be asserted against surplus proceeds of the sale.

N. **Insurance**. The Homeowners' Association shall carry such insurance coverages as it shall deem necessary and appropriate.

O. **Reconstruction**. Where casualty destruction, partial or total, occurs to a Unit, any reconstruction or repair must be substantially in accordance with the original plans and specifications are approved by a majority of the Homeowners' Association.

P. **Alteration of the Condo**. Restoration or replacement of the Townhomes (unless resulting from casualty destruction), or material alterations or additions to the buildings in the Townhomes, shall be undertaken by any Unit owner only after approval by the Homeowners' Association, which shall have the authority to amend this Declaration with the written consent of the owners and the holders of all liens on Units affected and in accordance with the complete plans and specifications approved in writing by the Homeowners' Association. Promptly upon completion of such restoration, alteration or replacement, the Homeowners' Association shall duly record an amendment to this Declaration if and to the extent there are any changes to the Common Elements, Limited Common Elements, or Private Elements.

Q. **Maintenance Fund**. The Board shall establish and pay into a Maintenance Fund all Common Expense collections from the Unit owners, assessed for and attributed to current expenses and shall pay from the Maintenance Fund all current Common Expenses of the Townhomes.

R. **Capital Replacement Fund**. The Homeowners' Association may establish a Capital Replacement Fund and pay into the same from month to month that portion of Common Expense collections from the Unit owners, attributable to the Common Expense budget item for capital replacement reserves. For example, if ten percent of the Common Expense budget for that partial year is assigned to capital replacement reserves, ten percent of Common Expense collections shall be paid over to the Capital Replacement Fund. Disbursements from this fund other than or investments as hereinafter authorized, shall be made only for replacing or substantially repairing, major capital improvements, or for repayment of indebtedness incurred under Section T of this Declaration, approved by the Homeowners' Association. Fund balances available for investment may be invested by the Homeowners' Association in interest-bearing securities and/ or savings accounts, so long as such investment is issued by an instrumentality of the United States or insured under a program secured by the full faith and credit of the United States.

S. **Additional Common Expense Provisions**. I n addition to the other provisions of this instrument relating to the Townhomes' Common Expenses, the following requirements and limitations are applicable.

1. The interest of each Unit owner in the Maintenance Fund and Capital Replacement Fund cannot be withdrawn or separately assigned, but are deemed to be transferred with such Unit even though not mentioned or described in the conveyance thereof.

2. If the Townhomes herein created shall be terminated or waived, any part of the Funds remaining after full payment of Common Expenses and costs of termination shall be distributed to the then existing Unit owners.

T. Incurrence and Retirement of Indebtedness. The Homeowners' Association may borrow money from time to time for the following purposes:

1. To cover any budgetary deficit from operational expenses, so long as such loan can be repaid within six months from anticipated Common Expenses income and not needed for ongoing operations.

2. To pay costs of reconstruction, major repair, replacement or alteration of the Common Elements (to the extent not covered by insurance proceeds) of this Declaration. There shall be no more than one authorized loan outstanding at any one time. When it is necessary to effect such a loan, the Homeowners' Association may pledge, as security thereon, its right to receive that part of the monthly Common Expense income that is necessary to amortize the payoff of the loan.

U. Voting Membership.

Class A. Class A members shall be all Unit Owners, with the exception of the Developer, and shall be entitled to one (1) vote for each Unit owned. When more than one (1) person holds an interest in any Unit, all such persons shall be members. The vote for such Unit shall be exercised as they determine, but in no event shall more than one (1) vote be cast with respect to any Unit.

Class B. Class B member shall be the Developer and shall be entitled to three (3) votes for each Unit owned. The Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs earlier:

(i) when one hundred percent (100%) of the Units in all phases of Castleman Drive Townhomes which are contemplated to be platted have been sold by Developer; or

(ii) January 1, 2017.

V. Eminent Domain. The following provisions shall control upon any taking by eminent domain:

1. In the event of a taking of an entire Unit by eminent domain, the Unit owner and the Unit owner's mortgagee(s), as their interests may appear, shall be entitled to receive the award for such Unit taking and, after acceptance thereof, the Unit owner, the Unit owner's mortgagee(s) and other interest holder shall be divested of all interests in the Townhomes. If any condemnation award shall become payable to any owner whose Unit is not wholly taken by eminent domain, then such award shall be paid by the condemning authority to the Homeowners' Association on behalf of such owner. In that event, the Homeowners' Association shall rebuild the Unit as is necessary to make it habitable and remit the balance, if any, of the condemnation proceeds pertinent to the Unit owner thereof and the Unit owner's mortgagee(s), as their interest may appear.

2. If there is any taking of any portion of the Townhomes other than any Unit, the condemnation proceeds relative to such taking shall be paid to the Homeowners' Association. The affirmative vote of not less than three of the Unit owners shall determine whether to rebuild, repair or replace the portion so taken or to take such other action as they deem appropriate. If no such affirmative vote is obtained, such condemnation proceeds shall be remitted to the Unit owners equally.

3. If the Townhomes continue after taking by eminent domain, then the remaining portion of the Townhomes shall be re-surveyed and this Declaration amended accordingly by the Homeowners' Association.

W. <u>Mortgagee's Rights</u>.

1. A holder, insurer or guarantor of a first deed of trust ("Mortgagee"), upon written request to the Homeowners' Association stating the Mortgagee's name and address and the unit number of the Unit, will be notified timely and in writing by the Homeowners' Association of the following:

(a) Any condemnation or casualty loss which affects a material portion of the Townhomes or which affects any Unit that secures the Mortgagee's mortgage or deed of trust;

(b) Any sixty day delinquency in the payment of assessments or charges owed by the owner of any Unit on which the Mortgagee holds the mortgage or deed of trust;

(c) Any lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Homeowners' Association; and

(d) Any proposed action that required the consent of mortgage holders.

2. The Homeowners' Association shall make available for inspection, upon request and during normal business hours or under other reasonable circumstances, to any Unit owner or Mortgagee current copies of the Declaration, the Bylaws, any rules

and regulations, and the books, records and financial statements of the Homeowners' Association.

3. The Association shall furnish, upon written consent, a financial statement for the immediately pending fiscal year to any Mortgagee.

4. Except as provided by the Act in case of substantial loss to the Unit and/ or Common Elements, unless all Unit Owners have given their written approval, the Homeowners' Association shall not be entitled to:

(a) By act or omission seek to abandon or terminate the Townhomes;

(b) Change the pro-rata interest or obligations of any Unit for the purpose of (i) levying assessments or charges or allocating distributions of hazard insurance proceeds or condemnation awards or (ii) determining the pro-rata share of ownership of each Unit in the Common Elements;

(c) Partition or subdivide any Unit; or

(d) By act or omission seek to abandon, partition, subdivide, encumber, sell or transfer the Common Elements (the granting of easements for public utilities or other public purposes consistent with the intended use of the Common Elements by the Townhomes shall not be deemed a transfer within the meaning of this clause).

5. No interpretation shall be given to this Master Deed or any other Townhomes' documents which would give a Unit owner, or any other party, priority over any rights of first Mortgagees pursuant to their mortgages in the case of a distribution to Unit owners of insurance proceeds or condemnation awards for losses to or taking of Units and/ or Common Elements.

X. Amendments.

(a) **Amendments Annexing Additional Phases.** The Developer may, but shall not be obligated to, incorporate additional area into additional phases of the horizontal property regime governed by this Declaration. The annexation of such additional phases shall be accomplished by the unilateral execution by Developer, and recording, of an amendment to this instrument setting forth the additional real property to be brought within the provisions of this Declaration and reciting that it shall be held and conveyed subject to the provisions hereof as an additional phase or phases of Castleman Drive Townhomes. Upon the addition of additional Units to the Castleman Drive Townhomes horizontal property regime, then the percentage ownership in the Association of the Unit Owners shall be automatically adjusted so that each Unit Owner owns an equal undivided ownership interest in the Association.

(b) **Other Amendments.** Except as specifically stated elsewhere herein, and except for this Section 21, any provisions of this Declaration may be changed, modified or rescinded by an instrument in writing, setting forth such change, modification or rescission, signed by Unit owners owning not less than a majority of the total Units, including the votes or Units of the Developer, provided, however, that all lien holders of record have been notified by certified mail of such change, modification or rescission, and an affidavit by the secretary of the Association certifying to such mailing is made a part of such instrument, and further provided that during the period of time that the Developer maintains weighted voting rights under Class B membership in the Association such amendment(s) shall require approval by FHA, VA and /or HUD prior to becoming effective.

However, if the Act, the Declaration or the Bylaws require the consent or agreement of all Unit owners or of all lien holders for any action specified in the Act or in this Declaration, then any instrument changing, modifying or rescinding any provision of this Declaration with respect to such action shall be signed by all Unit owners or all lien holders or both as required by the Act or this Declaration. The change, modification or rescission, whether accomplished under the provisions of the preceding paragraph, shall be effective upon recording of such instrument in the office of the Register of Deeds of Davidson County, Tennessee; provided, however, that no provision in this Declaration may be changed, modified or rescinded so as to conflict with the provisions of the Act.

Notwithstanding the above, the Developer shall have the right to make and record any necessary amendment to this instrument for the express purpose of completion of development or correction of clerical errors or as may be required to obtain FHA/VA and/or FNMA approval for the horizontal property regime. Additionally, so long as the Developer maintains weighted voting rights under Class B membership in the Association, the Developer shall have the right and authority to reconfigure the layout, floor plan or other aspects of any Units or the location of any Units as determined by the Developer.

Any amendments adopted pursuant to this Section shall be evidenced by a Supplemental Declaration signed by a party or parties holding the requisite number of votes required to adopt the amendment, which Supplemental Declaration shall be recorded in the Register's Office for Davidson County, Tennessee. Any such Supplemental Declaration which has been properly enacted or adopted shall be binding upon all Owners without regard for whether all of the Owners signed the subject Supplemental Declaration.

Y. Transfer of Developer's Rights. The Developer may assign, transfer or convey its interest in the Property and its interest as the Developer under the Declaration. Any mortgagee of the Developer may acquire the Property or the Developer's interest under this Declaration in order to enforce its mortgage. Any such successor to the Developer shall succeed to all of the rights of the Developer under this Declaration and under the Bylaws.

Z. Miscellaneous.

1. Termination.

The Townhomes may be terminated as follows:

a. If it is determined the damaged property shall not be reconstructed because of substantial loss in accordance with Tenn. Code Ann. 66-27-118 as may be amended or supplemented from time to time.

b. At any time after obtaining the prior approval in writing of all Unit owners, and by all record owners of liens thereon in accordance with Tenn Code Ann. 66-27-109.

The termination of the Townhomes shall be evidenced by a deed in compliance with Tenn. Code Ann 66-27-109, certifying the facts effecting the termination, which deed shall become effective upon being recorded in the Register's Office for Davidson County, Tennessee.

2. Perpetuities and Restraints on Alienation. If any of the options, privileges, covenants or rights created by this 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 Queen of England, Elizabeth II.

IN WITNESS WHEREOF, the undersigned has executed this Declaration this the 11th day of July, 2007.

Castleman Drive Partners,
a Tennessee general partnership

By: _____
John T. Rochford

Its: Partner

STATE OF TENNESSEE

COUNTY OF DAVIDSON

Before me, the undersigned, a Notary Public of the State and County aforesaid, personally appeared John T. Rochford, with whom I am personally acquainted, and who, upon oath, acknowledged himself to be a Partner of Castleman Drive Partners,

a Tennessee general partnership, the within named bargainer, and that he as such Partner being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the limited liability company by himself as Partner.

WITNESS my hand and official seal at Nashville, Tennessee, this 11th day of July, 2007.

Notary Public

My Commission Expires:

1/3/2011

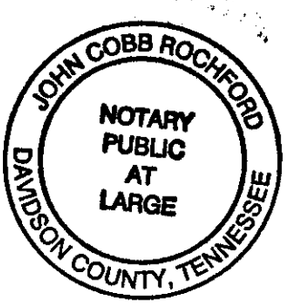


EXHIBIT A

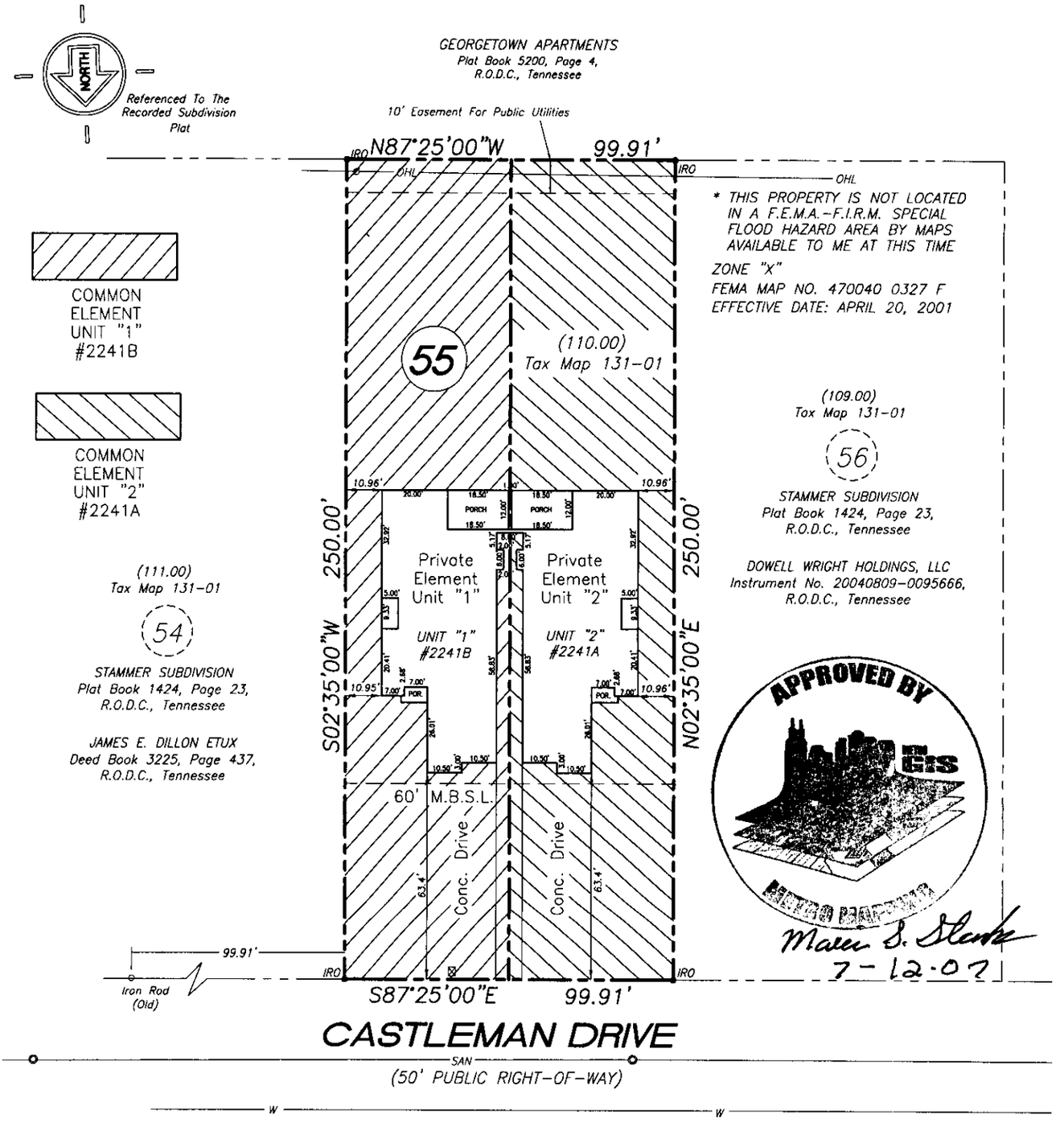
THE PROPERTY

Land in Davidson County, Tennessee, being Lot Nos. 55 and 56 in Stammer Subdivision, as of record in Book 1424, page 23, Register's Office for Davidson County, Tennessee, to which plan reference is hereby made for a more complete description.

Being part of the same property conveyed from Walter Dowell Wright a/k/a Walter Wright to Castleman Drive Partners, a Tennessee general partnership, dated February 13, 2007, of record as Instrument No. 20070215-0019537, Register's Office for Davidson County, Tennessee.

EXHIBIT B

TOWNHOME EXHIBITS



TOWNHOME EXHIBIT
2241A-2241B CASTLEMAN DRIVE

PROPERTY LOCATED:
2241A-2241B Castleman Drive
34th Councilmanic District
Metropolitan Nashville, Davidson County, Tennessee

LAND DESCRIPTION:
Lot No. 55, Stammer Subdivision
Plat Book 1424, Page 23. R.O.D.C., Tennessee

DEED REFERENCE:
Walter Dowell Wright
Instrument No. 20060417-0042927,
R.O.D.C., Tennessee

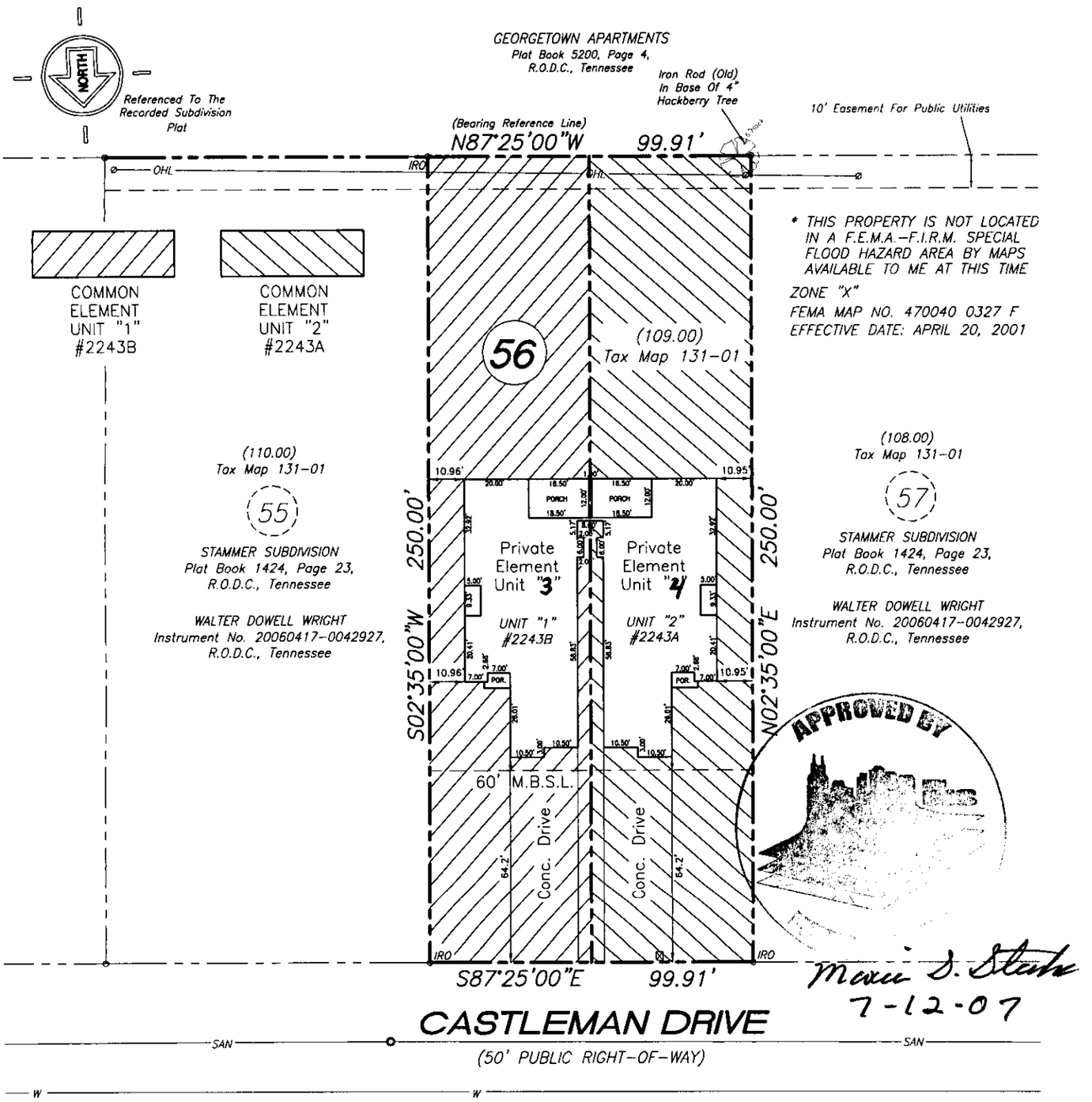
SCALE : 1" = 40'

0' 20' 40' 80' 120'

GRAPHIC SCALE

Date: May 22, 2007

JAMES TERRY & ASSOCIATES
198 JACKSONIAN DRIVE
HERMITAGE, TN 37076
(615)883-2918



TOWNHOME EXHIBIT
2243A-2243B CASTLEMAN DRIVE

PROPERTY LOCATED:
2243A-2243B Castleman Drive
34th Councilmanic District
Metropolitan Nashville, Davidson County, Tennessee

LAND DESCRIPTION:
Lot No. 56, Stammer Subdivision Plat Book 1424, Page 23. R.O.D.C., Tennessee

DEED REFERENCE:
Dowell Wright Holdings, LLC
Instrument No. 20040809-0095666,
R.O.D.C., Tennessee

SCALE : 1" = 40'

0' 20' 40' 80' 120'

GRAPHIC SCALE

Date: May 22, 2007

JAMES TERRY & ASSOCIATES
198 JACKSONIAN DRIVE
HERMITAGE, TN 37076
(615)883-2918

EXHIBIT C

BYLAWS

OF

CASTLEMAN DRIVE TOWNHOMES
HOMEOWNERS ASSOCIATION, INC.

ARTICLE 1

Members (Unit Owners)

Section 1. Eligibility. The members of the Castleman Drive Townhomes Homeowners Association, Inc., a Tennessee not-for-profit corporation (the "Association"), shall consist of the respective Unit owners of Castleman Drive Townhomes, a Horizontal Property Regime with Private Elements (the "Property"). These and other terms are used in these Bylaws as they are defined in the Declaration of Covenants, Conditions and Restrictions for Castleman Drive Townhomes, a Horizontal Property Regime with Private Elements (the "Declaration") which Declaration is recorded in the Register's Office for Davidson County, Tennessee. The words "member" or "members" as used in these Bylaws mean and shall refer to "Unit owner" or "Unit owners", as the case may be, as defined in the Declaration. If a Unit owner is a land title holding trust under the terms of which all powers of management, operation and control of the Unit remains vested in the trust beneficiary, then the member shall be the beneficiary of such trust.

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

Section 3. Annual Meetings. The annual meeting of Unit owners shall be held at the time and place specified in the notice of such meeting, but such place shall be within fifteen (15) miles of the Property. The annual meeting of Unit owners shall be held within sixty (60) and one hundred twenty (120) days following the end of the Association's fiscal year. At the annual meeting, the Unit owners shall elect Directors, receive reports on the activities and financial condition of the Corporation, and transact such other business as may properly come before the meeting.

Section 4. Special Meetings. The Association shall hold a special meeting of its Unit owners upon the call of the Board of Directors or the President, or upon the written

demands to the Secretary by Unit owners holding at least ten (10%) percent of all votes entitled to be cast on any issue to be considered at the proposed special meeting. Any call or demand for a special meeting shall describe the purpose(s) for which the special meeting is to be held. Only business within the purpose(s) described in the meeting notice for the special meeting may be conducted at such meeting.

Section 5. Notice of Meetings. The Association shall notify its Unit owners of the date, time and place of each annual and special meeting of Unit owners no fewer than ten (10), nor more than forty-five (45), days before the meeting date. The notice of a meeting shall also contain such other information which may be required by these Bylaws.

Section 6. Waiver of Notice. A Unit owner's attendance at a meeting:

(a) Waives objection to lack of notice of defective notice of the meeting unless the Unit owner at the beginning of the meeting (or promptly upon arrival) objects to holding the meeting or transacting business at the meeting; and

(b) Waives objection to consideration of a particular matter at the meeting that is not within the purpose(s) described in the meeting notice, unless the Unit owner objects to considering the matter when it is presented.

Section 7. Voting. The aggregate number of votes of all Unit owners shall be as follows:

Class A. Class A members shall be all Unit Owners, with the exception of the Developer, and shall be entitled to one (1) vote for each Unit owned. When more than one (1) person holds an interest in any Unit, all such persons shall be members. The vote for such Unit shall be exercised as they determine, but in no event shall more than one (1) vote be cast with respect to any Unit.

Class B. The Class B member shall be the Developer and shall be entitled to three (3) votes for each Unit owned. The Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs earlier:

(i) when one hundred percent (100%) of the Units in all phases of Castleman Drive Townhomes which are contemplated to be platted have been sold by Developer; or

(ii) January 1, 2017.

Notwithstanding the foregoing, no Unit owner who is in default in the payment of assessments hereunder shall be entitled to exercise the right to vote hereunder until such owner has cured such default. A Unit owner shall be deemed to be in default if such owner has not paid his or her assessments to the Board, or their agent, within ten (10)

days after the date such assessments are due. A Unit owner may protest the amount of the assessment, but it still must be paid during the pendency of the protest to the Board.

Section 8. Quorum. Unless otherwise required by law, all of the votes entitled to be cast by Unit owners must be represented at any meeting of the Unit owners to constitute a quorum on that matter. If, however, such quorum is not represented at any such meeting, the Unit owners present at the meeting in person or represented by proxy shall have the power to adjourn the meeting and schedule a follow-up meeting at which the quorum requirement shall be one-half of that required for the previous meeting. Notice of the follow-up meeting shall be given in similar manner to the previous meeting. At such time as a quorum is present, the meeting shall be held when any business may be transacted which might have been transacted at the meeting as provided in the original notice.

Section 9. Voting Requirements. Except as otherwise provided in these Bylaws, the Declaration or the Act, action or any matter voted upon at a meeting of the Unit owners is approved if a majority of the Unit owners vote in favor of the action. However, Directors shall be elected by a plurality of the votes cast by the Unit owners entitled to vote in the election at a meeting of the Unit Owners at which a quorum is present. Unit owners shall vote in person or by proxy executed in writing by the Unit owner. No proxy shall be valid after eleven (11) months from the date of its execution or upon conveyance by the Unit owner of his Unit. No proxy shall be valid unless promulgated by the Board of Directors as an official proxy. A corporate Unit owner's vote shall be cast by the President of the Unit owner corporation or by any other officer of proxy appointed by the President or designated by the Board of Directors of such corporation. Voting on all matters except the election of directors shall be by voice vote or by show of hands unless a majority of the Unit owners present at the meeting shall, prior to the voting on any matters, demand a ballot vote on that particular matter. Where directors or officers are to be elected by the Unit owner, the official solicitation of proxies for such elections may be conducted by mail.

Section 10. Action by Written Consent. Action which is required or permitted to be taken at a meeting of the Unit owners may be taken without such a meeting if all Unit owners entitled to vote on the action consent to taking such action without a meeting. If all of such Unit owners so consent, the affirmative vote of the number of votes that would be necessary to authorize or take such action at a meeting shall be the act of the Unit owners, except as otherwise provided in these Bylaws. Such consent (or counterpart(s) thereof) shall describe the action taken, be in writing, be signed by each Unit owner entitled to vote on the action, indicate each signing Unit owner's vote or abstention on the action, and be delivered to the Secretary of the Association and included in the minutes or Association records.

Section 11. Action by Written Ballot. Any action which may be taken at any annual or special meeting of Unit owners may be taken without a meeting if the Association delivers a written ballot to every Unit owner entitled to vote on the matter. The written ballot shall set forth each proposed action and shall provide an opportunity to

vote for or against each proposed action. Approval by written ballot shall be valid only when the number of votes cast by ballot equals or exceeds the quorum required to be present at a meeting authorizing the action, and the number of approvals equals or exceeds the number of votes that would be required to approve the matter at a meeting at which the total number of votes cast was the same as the number of votes cast by ballot. All solicitations for votes by written ballot shall:

a. Indicate the number of responses needed to meet the quorum requirements;

b. State the percentage of approvals necessary to approve each matter other than election of Directors; and

c. Specify the time by which the ballot must be received by the Association in order to be counted.

ARTICLE II

Board of Directors

Section 1. Number, Election and Term of Office. The Board of Directors of the Association (referred to in the Horizontal Property Act of the State of Tennessee as the "board of administration," and sometimes referred to herein as the "Board") shall consist of two (2) persons (hereinafter referred to as "Directors"). Directors shall be elected at the annual meeting of Association's Unit Owners by the vote of Unit Owners (including the Developer and any builders) as hereinafter provided, except that the Developer shall appoint the interim Board of Directors ("Interim Board") to serve until all of the Units are sold and transferred out of the Developer. From and after the time that all of the Units are sold and transferred out of the Developer, each Unit Owner shall appoint and elect one of the two Directors. Nothing in this Declaration shall be construed to mean that the Developer and any builder do not have voting rights as a Unit Owner, and the Developer hereby specifically declares that the Developer, together with its successors and any builder(s) shall have and maintain the voting rights applicable to the Units owned by them (and any weighted voting rights shall remain applicable).

Section 2. Qualification. Except for those persons making up the Interim Board, each Director shall be a Unit owner or the spouse of a Unit owner (or, if a Unit owner is a trustee of a trust, Director may be a beneficiary of such trust, and if a Unit owner or such a beneficiary is a corporation or partnership, a Director may be an officer, partner or employee of such Unit owner or beneficiary). If a Director shall cease to meet such qualifications during his term, such Director shall cease to be a Director and his or her place on the Board shall be deemed vacant. Notwithstanding the above, until such time as the Developer has sold each and every Unit owned by the Developer, any person designated by the Developer as a qualified candidate for a Director position shall be deemed to be so qualified without regard to their ownership or non-ownership of a Unit.

Section 3. Vacancies. Any vacancy occurring in the Board shall be filled by vote or appointment by the Unit owner represented by the vacant post. Any Director so elected to fill a vacancy shall hold office for a term equal to the unexpired term of the Director succeeded.

Section 4. Regular Meetings. Except as otherwise provided herein, regular meetings of the Board of Directors may be held without notice at such time and place as the Board of Directors shall determine from time to time, but no less frequently than once a year.

Section 5. Special Meetings. Special meetings of the Board of Directors may be called by the President or by any one (1) Director.

Section 6. Notice of Meetings. Except as otherwise provided herein, regular meetings of the Board of Directors may be held without notice of the date, time, place, or purpose of the meeting. Except as otherwise provided herein, special meetings of the Board of Directors must be preceded by at least two (2) days' notice to each Director of the date, time and place, but not the purpose, of such special meeting. Notice of any adjourned meeting need not be given if the time and place to which the meeting is adjourned are fixed at the meeting at which the adjournment is taken, and if the period of adjournment does not exceed one (1) month in any one (1) adjournment.

Section 7. Waiver of Notice. If a Director attends or participates in a meeting, he or she waives any required notice to him or her of the meeting unless the Director at the beginning of the meeting (or promptly upon arrival) objects to holding the meeting or transacting business at the meeting and does not thereafter vote for or assent to action taken at the meeting.

Section 8. Quorum and Voting. A quorum of the Board of Directors consists of all (and no fewer than two (2)) of the Directors then in office before a meeting begins. If a quorum is present when a vote is taken, the affirmative vote of a majority of the Directors present is the act of the Board of Directors, except as otherwise provided in these Bylaws.

Section 9. Vacancy. If a vacancy occurs on the Board of Directors, including a vacancy resulting from an increase in the number of Directors or a vacancy resulting from a removal of a Director with or without cause, the affected Unit Owner shall fill the vacancy.

Any Director elected to fill a vacancy shall hold office for a term equal to the unexpired term of the Director succeeded.

Section 10. Removal of Directors. The Unit owners may, by unanimous agreement, remove any one (1) or more Directors, with or without cause, at any special meeting which is specifically called for that purpose.

Section 11. Action Without Meeting. Action which is required or permitted to be taken at a meeting of the Board of Directors may be taken without such a meeting if all Directors consent to taking such action without a meeting. If all Directors so consent, the affirmative vote of the number of Directors that would be necessary to authorize or take such action at a meeting shall be the act of the Board, except as otherwise provided in these Bylaws. Such consent(s) shall describe the action taken, be in writing, be signed by each Director entitled to vote, indicate each signing Director's vote or abstention on the action, and be delivered to the Secretary of the Association and included in the minutes filed with the Association's records.

Section 12. Indemnification. With respect to claims or liabilities arising out of service as a Director of the Association, the Association shall indemnify and advance expenses to each present and future Director (and his or her estate, heirs, and personal representatives) to the fullest extent allowed by the laws of the State of Tennessee, both as now in effect and as hereafter adopted or amended.

Section 13. Immunity. To the fullest extent allowed by the laws of the State of Tennessee, both as now in effect and as hereafter adopted or amended, each present and future Director (and his or her estate, heirs, and personal representatives) shall be immune from suit arising from the conduct of the affairs of the Association.

Section 14. Compensation. Directors shall receive no compensation for their services as Directors, unless expressly provided for in resolutions duly adopted by the Unit Owners.

Section 15. Powers and Duties. The Board shall have the following powers and duties:

(a) to elect and remove the officers of the Association as hereinafter provided;

(b) to administer the affairs of the Association and the Property;

(c) to engage the services of an agent (hereinafter sometimes called the "Managing Agent") to maintain, repair, replace, administer and operate the Property or any part thereof for all of the Unit owners, upon such terms and for such compensation and with such authority as the Board may approve; provided, however, that the first Board, appointed as provided herein, shall ratify and approve the Management Agreement between the Developer, on behalf of the Association, and a management corporation, to act as Managing Agent for the Property for a term as approved by said first Board, but not to exceed one (1) year, and in accordance with the Declaration; provided further, that the Board shall not have the authority to adopt any form of management of the Property which excludes professional management by an independent agent;

(d) to formulate policies for the administration, management and operation of the Property and the Common Elements thereof;

(e) to adopt rules and regulations, with written notice thereof to all Unit Owners, governing the administration, management, operation and use of the Property and the Common Elements, and to amend such rules and regulations from time to time;

(f) to provide for the maintenance, repair, and replacement of the Common Elements and payments therefore, and to approve payment vouchers or to delegate such approval to the officers or the manager of Managing Agent;

(g) 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 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);

(h) to appoint committees of the Board and to delegate to such committees of the Board's authority to carry out certain duties of the Board;

(i) to determine the fiscal year of the Association and to change said fiscal year from time to time as the Board deems advisable, but only as allowed by law;

(j) to estimate the amount of the annual budget, and to provide the manner of assessing and collecting from the Unit owners their respective shares of such estimated expenses, as hereinafter provided;

(k) unless otherwise provided herein or in the Declaration, to comply with the instructions of a majority of the Unit owners (as said majority is defined in the Declaration), as expressed in a resolution duly adopted at any annual or special meeting of the Unit owners';

(l) to resolve or mediate disputes, conflicts or problems between Unit owners;

(m) when necessary, to interpret the rules and regulations of the Association and the Declaration;

(n) to exercise all other powers and duties of a board of administration as referred to in the Horizontal Property Act of the State of Tennessee and all powers and duties of the Board of Directors referred to in the Declaration or these Bylaws.

Section 16. Non-Delegation. Nothing in this Article or elsewhere in these bylaws shall be considered to grant to the Board, the Association or to the officers of the Association any powers or duties which, by law, have been delegated to the Unit owners.

ARTICLE III

Officers

Section 1. Designation. At each regular meeting, the Directors present at said meeting shall elect the following officers of the Association by a majority vote, provided a quorum exists:

(a) a President, who shall be a Director and who shall preside over the meetings of the Board and of the Unit owners, and who shall be the chief executive officer of the Association;

(b) a Secretary-Treasurer, who shall keep the minutes of all meetings of the Board and of the Unit owners, and who shall, in general, perform all the duties incident to the office of Secretary, and who may be a representative of the Managing Agent, and who shall be responsible for financial records and books of account and the manner in which such records and books are kept and reported;

(c) such additional officers as the Board shall see fit to elect.

Section 2. Powers. The respective officers shall have the general powers usually vested in such officers; provided that the Board may delegate any specific powers to any other officer or impose such limitations or restrictions upon the powers of any officer as the Board may see fit.

Section 3. Term of Office. Each officer shall hold office for the term of one (1) year and until a successor shall have been appointed or elected and qualified.

Section 4. Vacancies. Vacancies in any office shall be filled by the Board by a majority vote of the remaining Directors at a special meeting of said Board. Any Director so elected to fill a vacancy shall hold office for a term equal to the unexpired term of the officer succeeded.

Section 5. 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.

Section 6. Removal. The Board of Directors may remove any officer at any time with or without cause.

Section 7. Indemnification. With respect to claims or liabilities arising out of service as an officer of the Association, the Association shall indemnify and advance

expenses to each present and future officer (and his or her estate, heirs and personal representatives) to the fullest extent allowed by the laws of the State of Tennessee, both as now in effect and as hereafter adopted or amended.

ARTICLE IV

Assessments

Section 1. Annual Budget. The Board shall cause to be prepared an estimated annual budget for each fiscal year of the Association. Such budget shall take into account the estimated common expenses and cash requirements for the year, including but not limited to salaries, wages, payroll taxes, legal and accounting fees, working capital fund, supplies, materials, parts, services, maintenance, repairs, replacements, landscaping, insurance, fuel, power, and all other common expenses. To the extent that the assessments and other cash income collected from the Unit owners during the preceding year shall be more or less than the expenditures for such preceding year, the surplus or deficit, as the case may be, shall also be taken into account. The annual budget shall also take into account any estimated net available cash income for the year from the lease, operation or use of the Common Elements. The annual budget shall provide for a reserve for contingencies for the year and a reserve for replacements, in reasonable amounts as determined by the Board.

Section 2. Assessments. The estimated annual budget for each fiscal year shall be approved by the Board, and copies thereof shall be furnished by the Board to each Unit owner, not later than thirty (30) days prior to the beginning of such year. On or before the first day of the first quarter and of each succeeding quarter of the year covered by the annual budget, each Unit owner shall pay, as such owner's respective quarterly assessment for the common expenses, one-fourth (1/4) of such owner's proportionate share of the common expenses for such year as shown by the annual budget. Such proportionate share for each Unit owner shall be in accordance with the proportion the Unit (as on Unit) owned by such Unit owner bears to the total number of Units subject to this Declaration. In the event that the Board shall not approve an estimated annual budget or shall fail to determine new monthly assessments for any year, or shall be delayed in doing so, each Unit owner shall continue to pay each month the amount of such owner's respective monthly assessment as last determined. Each Unit owner shall pay such Owner's monthly assessment on or before the first day of each month to the Managing Agent or as may be otherwise directed by the Board. No Unit owner shall be relieved of the obligation to pay such owner's assessment by abandoning or not using such owner's Unit, the Common Elements, or the Private Elements. Nothing herein shall prohibit the Association from requiring said assessments to be collected in advance on a monthly, semi-annually or annual basis.

Notwithstanding anything herein to the contrary, each initial purchaser of a Unit from the Developer shall pay to the Association at closing of the purchase of the Unit a nonrefundable amount equal to one quarter's assessment for working capital of the Association.

The Board of Directors of the Association shall fix the commencement date for monthly or annual assessments on the first day of the month following the conveyance of the first Unit from Developer (or a builder) to an owner (other than a builder) and shall provide for a partial assessment between the commencement date and the end of the calendar year next following. Thereafter, monthly or annual assessments shall be levied by the Board of Directors of the Association, by action taken on or before December 1 of each year for the ensuing year. The Board, in its discretion, may provide for the periodic payment of such assessments at some intervals other than monthly. Special assessments may be levied in any year for the purpose of defraying, in whole or part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Areas, if any, including fixtures and personal property related thereto; provided that the same are first approved by affirmative vote of Members entitled to cast at least two-thirds (2/3) of the votes at a meeting of the Members duly held for that purpose. Written notice of the monthly, annual or special assessment shall be mailed (by U.S. first class mail) to every owner subject thereto. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified Unit have been paid and the amount of any delinquencies. The Association shall not be required to obtain a request for such certificate signed by the Owner, but may deliver such certificate to any party who in the Association's judgment has a legitimate reason for requesting the same.

The Assessments provided for herein shall be allocated according to Units. Until otherwise established by the Board of Directors of the Association as set forth herein, the maximum annual assessment per Unit shall be Nine Hundred and No/100 Dollars ($900.00). The Association at its option may allow the payment of the annual assessment on a monthly or quarterly basis. From and after one year from the date hereof, the maximum annual assessment may be increased by the Board of Directors each year by an amount up to, but not in excess of the percent (10%) of the maximum annual assessment for the previous year without a vote of the membership.

All Units within a grouping of contiguous Units (each grouping a "Pod") shall commence to bear their assessments on the first day of the month following the conveyance of the first Unit within a Pod from Developer or a home builder to an Owner (other than a builder), and then the assessments shall only apply to the Units in such Pod. Notwithstanding anything in this Declaration to the contrary, the obligation of the Developer and any builder holding Unit(s) for the purposes of developing or constructing residence(s) thereon to pay assessments shall be subject to the provisions of the following paragraph.

Notwithstanding any provision to the contrary in these Bylaws or the Declaration to which they are attached, and except for the contribution required in this paragraph, the Developer and any Successor Developer shall be exempt from the payment of assessments for any Units owned by the Developer, and any Successor Developer until such time as the weighted voting rights provided by the Declaration no longer provide an automatic majority to the Developer or any Successor Developer. During the time that

the Developer and any Successor Developer is exempt from the payment of assessments, the Developer, and any Successor Developer shall fund and pay any shortfall between the annual budget for the Association and the actual costs of operation and maintaining the Common Area and administering the Association. In order to secure payment of any such shortfall, there shall arise a continuing lien and charge in favor of the Association against all of the Property owned by the Developer within the Property, the amount of which shall include interest at the maximum effective rate allowed by the law, costs, and reasonable attorney's fees to the extent permissible by law. Said obligation to fund shortfalls, together with such interest, costs, and reasonable attorney's fees, shall also be the personal obligation of the Developer or Successor Developer at the time the shortfall occurred. The lien shall survive any transfer of title and the property shall remain subject to levy and execution. The Developer's, and any Successor Developer's, obligation to fund any such shortfall shall terminate at such time as the Developer's, and any Successor Developer's, weighed voting rights no longer provide an automatic majority to the Developer or any Successor Developer.

Section 3. Partial Year Or Month. For the first fiscal year and thereafter until the first Board is elected, the annual budget shall be approved by the interim Board. If such first fiscal year, or any succeeding fiscal year, shall be less than a full year, then the monthly assessments for each Unit owner shall be proportionate to the number of months and days in such period covered by such budget. Each Unit owner shall pay such owner's assessment for the following month or fraction of a month, which assessment shall be in proportion to the owner's respective ownership interest in the Association and the number of months and days remaining of the period covered by the current annual budget, and which assessment shall be computed by the Board.

Section 4. Annual Report. Within ninety (90) days after the end of each fiscal year covered by an annual budget, or as soon thereafter as shall be practicable, the Board shall cause to be furnished to each Unit owner, and to any other party required by the Declaration, a statement for such year so ended, showing the receipts and expenditures and such other information as the Board may deem desirable.

Section 5. Supplemental Budget. In the event that during the course of any year, it shall appear to the Board that the monthly assessments, determined in accordance with the estimated common expenses and limited common expenses for the remainder of such year will be inadequate, then the Board shall prepare and approve a supplemental budget covering the estimated deficiency for the remainder of such year, copies of which supplemental budget shall be furnished to each Unit owner, and thereupon a supplemental assessment shall be made to each Unit owner for such owner's proportionate share of such supplemental budget.

Section 6. Lien. It shall be the duty of every Unit owner to pay such owner's proportionate share of the common expenses and limited common expenses, as provided in the Declaration, and as assessed in the manner herein provided.

If any Unit owner shall fail or refuse to make any such payment of the common expenses or limited common expenses when due, the amount thereof, together with interest thereon at the rate of ten percent (10%) per annum after said common expenses become due and payable, and also together with a one time (per payment or per month) late fee in a minimum amount of $15.00 or such higher amount as the Association may determine, said late fee being assessed upon any payment received more than ten (10) days after its due date, shall constitute a lien, as provided in the Act, enforceable by the Board, on the interest of such Unit owner in the Property, provided, however, that such lien shall be subordinate to the lien of a recoded deed of trust on the interest of such Unit owner, except for the amount of the proportionate share of common expenses and limited common expenses which are due and payable from and after the date on which such deed or trust beneficiary either takes possession of the Unit, accepts a conveyance of any interest therein (other than as security), or files suit to foreclose on its deed of trust. The provisions of this paragraph of this Section shall not be amended, changed, modified or rescinded in any way without the prior written consent of all such lien holders of record.

The Association or its successors and assigns, and the Board or its agents, shall have the right to enforce the lien as provided in this Declaration, and there shall be added to the amount die the costs of any suit maintained to enforce the lien and other fees and expense, together with legal interest and reasonable attorneys' fees. Furthermore, if any Unit owner shall fail or refuse to pay when due such owner's proportionate share of the common expenses or limited common expenses and such Unit owner withholds possession of such owner's Unit after demand by the Board or the Association in writing setting forth the amount claimed, the Board or the Association shall have the right to possession of such Unit. The Board or the Association shall have the authority to exercise and enforce any and all rights and remedies as provided for in the Horizontal Property Act, the Declaration or these Bylaws, or as are otherwise available at law or in equity, for the collection of all unpaid assessments.

Section 7. Records and Statement of Account. The Board shall cause to be kept detailed and accurate records in a book in chronological order of the receipts and expenditures affecting the Property, specifying and itemizing the expenses incurred. Payment vouchers may be approved in such manner as the Board may determine. Said book and the vouchers shall be available for examination by all Unit owners at convenient hours of working days which shall be set and announced for general knowledge.

The Board shall, upon receipt of ten (10) days' written notice to it or the Association and upon payment of a reasonable fee, furnish to any Unit owner a statement of account setting forth the amount of any unpaid assessments or other charges due and owing from such Unit owner.

Section 8. Discharge of Liens. The Board may cause the Association to discharge any mechanic's lien or other encumbrance which in the opinion of the Board may constitute a lien against the Property or the Common Elements, rather than a lien against only a particular Unit ownership. When fewer than all the Unit owners are

responsible for the existence of any such lien, the Unit owners responsible shall be jointly and severally liable for the amount necessary to discharge the same and for all costs and expenses, including attorneys' fees, incurred by reason of such lien.

Section 9. Holding of Funds. All funds collected hereunder shall be held and expended for the purposes designated herein, and (except for such special assessments as may be levied hereunder against less than all the Unit owners and for such adjustments as may be required to reflect delinquent or prepaid assessments) shall be deemed to be held for the benefit, use and account of all the unit owners.

Section 10. Association Records. The Association shall keep as permanent records minutes of all meetings of its Unit owners and Board of Directors, a record of all actions taken by the Unit owners or Board of Directors without a meeting and all appropriate accounting records.

Section 11. Records at Principal Office. The Association shall keep at all times a copy of the following records at its principal office:

(a) Its Charter or Restated Charter and all amendments thereto;

(b) These Bylaws and all amendments thereto;

(c) Resolutions adopted by the Board of Directors relating to the characteristics, qualification, rights, limitations and obligations of Unit owners or any class or category of Unit owners;

(d) The minutes of all meetings of Unit owners and the records of all actions taken by Unit owners without a meeting for the past three (3) years;

(e) All written communications to Unit owners generally within the past three (3) years, including the past three (3) years' annual financial statements;

(f) A list of the names and business or home addresses of its current Directors and officers;

(g) The most recent annual report delivered to the Tennessee Secretary or State; and

(h) Its Declaration and all amendments thereto.

Section 12. Annual Financial Statements. The Association shall prepare annual financial statements that include a balance sheet as of the end of the fiscal year, and income statement for that year, and such other information necessary to comply with the requirements of the applicable provisions of the Tennessee Nonprofit Corporation Act.

ARTICLE V

Contractual Powers

No contract or other transaction between the Association and one or more of its Directors or between the Association and any corporation, firm or association in which one or more of the Directors of the Association are directors, or are financially interested, is void or voidable because such Director or Directors are present at the meeting of the Board or a committee thereof which authorizes or approves the contract or transaction or because his or their votes are counted, if the circumstances specified in either of the following subparagraphs exists:

(a) the fact of the common directorship or financial interest is disclosed or known to the Board or committee and noted in the minutes and the Board or committee authorizes, approves or ratifies the contract or transaction in good faith by a vote sufficient for the purpose without counting the vote or votes of such Director or Directors; or

(b) the contract or transaction is just and reasonable as to the corporation at the time it is authorized or approved.

Common or interested Directors may be counted in determining the presence of a quorum at a meeting of the Board or a committee thereof which authorizes, approves or ratifies a contract or transaction.

ARTICLE VI

Amendments

These Bylaws may be amended or modified from time to time by action or approval of all of the Unit owners casting one (1) vote for each Unit owned, as provided in these Bylaws. Such amendment(s) shall not be operative until they are recorded in the office of the Register of Deeds for Davidson County, Tennessee. These Bylaws may not be amended by the Board of Directors.

ARTICLE VII

Deed of Trusts

Section 1. Notice of Board. A Unit Owner who mortgages his Unit shall notify the Board of the name and address of the deed of trust beneficiary and shall file a copy of the deed of trust with the Board. The Board shall maintain such information in a book entitled "Deeds of Trust on Units."

Section 2. Notice of Unpaid Common Charges. The Board, whenever so requested in writing by a deed of trust beneficiary of a Unit, shall promptly report any

then unpaid assessments, fees or common charges due from, or any default by, the Owner of the mortgaged Unit.

Section 3. Notice of Default. The Board, when giving notice to a Unit Owner of a default in paying common charges or other default, shall send a copy of such notice to each deed of trust beneficiary of record covering such Unit whose name and address has theretofore been furnished to the Board and which has requested in writing to be sent a copy of such notice(s).

Section 4. Examination of Books. Each Unit Owner, and others as specified in the Declaration, shall be permitted to examine the books and records of the Association, current copies of the Declaration and Bylaws, and rules and regulations of the Association during normal business hours and upon request.

Section 5. Interest of Valid First Lien Deed of Trust. The interest of a valid first lien deed of trust shall be superior to the interest of the Board in the event of a default, and nothing in this instrument shall be construed to the contrary. If the first lien deed of trust has incorporated the terms of these Bylaws, the Declaration and the contract in its deed of trust, then said first lien deed of trust may at its option declare a default in its deed of trust by reason of any default hereunder, and ma proceed to enforce its rights according to the terms of the deed of trust notwithstanding any enforcement instituted by the Board.

ARTICLE VIII

Definition of Terms

The terms used in these Bylaws, to the extent they are defined herein, shall have the same definitions as set forth in the Declaration, as such may be amended from time to time, which Declaration is recorded in the office of the Register for Deeds of Davidson County, Tennessee.

The term "member," as used in these Bylaws, generally means "Unit owner" as defined in the Declaration. "Deed of trust," as used herein, includes a mortgage; and "deed or trust beneficiary" includes a mortgage and a holder of a deed of trust.

ARTICLE IX

Miscellaneous Provisions

Section 1. No Seal. The Association shall have no seal.

Section 2. Notices. Whenever notice is required to be given to Unit owners, Directors or officers, unless otherwise provided by law, the Declaration, the Charter or these Bylaws, such notice may be given in person or by telephone, telegraph, mail or private carrier. If such notice is given by mail, it shall be sent postage prepaid by first

class United States mail or by registered or certified United States mail, return receipt requested, and addressed to the respective address which appears for each such person on the books of the Association. Written notice sent by mail to Unit owners shall be deemed to have been given when it is mailed. Any other written notice shall be deemed to have been given at the earliest of the following:

(a) When received;

(b) Five (5) days after its deposit in the United States mail if sent first class, postage prepaid; or

(c) On the date on the return receipt, if sent by registered or certified United States mail, return receipt requested, and the receipt is signed by or on behalf of the addressee.

Section 3. Waiver of Notice. Whenever any notice is required to be given under the provisions of any statute, or of the Declaration, the Charter or these Bylaws, a waiver thereof in writing signed by the person entitled to such notice, whether before or after the date stated thereon, and delivered to the Secretary of the Association and included in the minutes or corporate records, shall be deemed equivalent thereto.

Section 4. Negotiable Instruments. All checks, drafts, notes or other obligations of the Association shall be signed by such of the officers of the Association, or by such other person(s), as may be authorized by the Board of Directors.

Section 5. Deposits. The monies of the Association may be deposited in the name of the Association in such bank(s) or financial institution(s) as the Board of Directors of the Association, the Association shall indemnify and advance expenses to each such present and future committee member (and his or her state, heirs and personal representatives) to the fullest extent allowed by the laws of the State of Tennessee, both as now in effect and as hereafter adopted or amended.

Section 6. Committee Members. With respect to claims or liabilities arising out of service as a member of a committee duly appointed by the Board of Directors of the Association, the Association shall indemnify and advance expenses to each such present and future committee member (and his or her estate, heirs and personal representatives) to the fullest extent allowed by the laws of the State of Tennessee, both as now in effect and as hereafter adopted or amended.

Section 7. Developer. With respect to claims or liabilities arising out of service as an agent of the Association, the Association shall indemnify and advance expenses to the Developer (its officers, employees and successors) to the fullest extent allowed by the laws of the State of Tennessee, both as now in effect or as hereafter adopted or amended.

ARTICLE X

Conflicts

These Bylaws are set forth to comply with the requirements of Chapter 27 of Title 66, Tennessee Code Annotated, as it may be amended from time to time, and to allow the Bylaws to control in specific situations where such law allows. In case any of the Bylaws conflict with the provisions of said statute or of this Declaration, the provisions of said statue or of the Declaration, as the case may be, shall control.

The undersigned hereby certifies that the foregoing Bylaws were duly adopted as the Bylaws of Castleman Drive Townhomes Homeowners Association, Inc..

DATED this 11th day of July, 2007.

CASTLEMAN DRIVE TOWNHOMES HOMEOWNERS ASSOCIATION, INC.

By: _____

John T. Rochford