Davidson County DEEDMAST
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Fees:102.00 Taxes:0.00
20080430-0043957

THIS INSTRUMENT PREPARED BY Rick Piliponis, Music City Title & Escrow, LLC, 116 Third Avenue South, Nashville, TN 37201 (615)353-0930		
ADDRESS OF NEW OWNER(S) AS FOLLOWS: **David Pritchard** **1024 2nd Avenue South** **Nashville, TN 37210**	SEND TAX BILLS TO: **SAME**	MAP-PARCEL NUMBERS: **09315030000**

DECLARATION AND MASTER DEED ESTABLISHING A PLANNED UNIT DEVELOPMENT FOR CHESTNUT HILL PROPERTIES II

THIS DECLARATION is made this 29th day of April, 2008, by **DAVID PRITCHARD** (hereinafter "Developer" or "Declarant"), for himself, his successors or assigns wherein the Developer makes the following declarations and submissions:

1. Purpose: The purpose of this Declaration (hereinafter also referred to as the Master Deed) is to submit the land described in Paragraph 3 and the improvements thereon to a Planned Unit Development established pursuant to Chapter 27 of Title 66 of Tennessee Code Annotated; and expressly §66-27-103 et seq.

2. Name and Address. The name by which this Planned Unit Development is to be identified is **CHESTNUT HILL PROPERTIES II**, and it is located at 1031A 2nd Avenue South, Nashville, Tennessee, 37210, and 1031B 2nd Avenue South, Nashville, Tennessee 37210.

3. Submission of the Property. The Developer hereby submits the following described property together with the buildings and improvements thereto, owned by the Developer in fee simple absolute, to the provisions of Chapter 27 of Title 66, Tennessee Code Annotated, hereby establishing a Planned Unit Development pursuant to said Chapter. The property and the location of the units are described as follows:

SEE EXHIBIT "A" WHICH IS INCORPORATED HEREIN

Land Included in Property. The land included in the property is also described in the Plan of Chestnut Hill Properties II, attached as Exhibit "B", which is made a part hereof by the reference (Exhibit "B"). Said land will sometimes be referred to as the "Property" or "The Condominiums." The fee simple absolute title to the lot area shown on said plan as 1031A 2nd Avenue South, Nashville, Tennessee, 37210, and 1031B 2nd Avenue South, Nashville, Tennessee 37210 and the improvements located thereon shall be conveyed to the owner of each such lot for

the exclusive use of such owner. Fee simple absolute title in any common elements (hereinafter referred to as "Common Elements" or "Common Areas"), shall be vested in the Planned Unit Development/Condominium Association hereby established and which shall operate under the name of Chestnut Hill Properties II Homeowners Association, Inc. (hereinafter called the "Association"). Certain areas shall be referred to as "Limited Common Areas" or "Limited Common Elements" on the plan recorded as Exhibit "B" to this document. These are Limited Common Elements which benefit solely the Owner or Owners of a particular unit. These Limited Common Areas benefiting only 1031A 2nd Avenue South are designated on Exhibit "B" as LCE-A. Those Limited Common Elements benefiting only 1031B 2nd Avenue South are designated on Exhibit "B" as LCE-B.

4. Membership and Voting Rights in the Association. Every person who is a record owner of a fee or undivided fee interest in any lot and dwelling unit situated within Chestnut Hill Properties II shall automatically be a member of the Association, provided, however that any such person who holds such interest merely as a security for the performance of an obligation shall not be a member, except as hereinafter set forth and as set forth in the By-Laws of the Association, which are incorporated herein by reference (see Exhibit "C").

5. The Building and Ground Area. The Development consists of two (2) dwelling units, with a dwelling at 1031A 2nd Avenue South, Nashville, Tennessee 37210, and a dwelling at 1031B 2nd Avenue South, Nashville, Tennessee 37210. The site plan and/or foundation for the aforesaid units is reflected on the Plan, attached as Exhibit "B". The Common Areas and Limited Common Areas are all shown on the Plan, attached as Exhibit "B". Anything not labeled as a Unit or as a Limited Common Element shall be known as a Common Area or a Common Element.

6. Units. The anticipated number of square fee of 1031A 2nd Avenue South is approximately 1285 square feet and 1031B 2nd Avenue South is approximately 1285 square feet. (The words "unit", "dwelling", "dwelling unit" and "apartment" have the same meaning throughout this Declaration and By-Laws appended hereto, and are used interchangeably).

7. Use of Units. Each of the Units shall be used as single-family residences only.

8. Encroachments. If any portion of the Common Elements now encroaches upon any dwelling, or if any dwelling now encroaches upon any other dwelling or upon any portion of the Common Elements as a result of the construction of a building or any buildings, or if any such encroachment shall occur hereafter as a result of settling or shifting, a valid easement for the encroachment and for the maintenance of the same shall exist, so long as such building(s) stand(s). In the event such building, dwelling, and/or adjoining dwelling or any adjoining Common Element shall be partially or totally destroyed as a result of fire or other casualty, or as a result of condemnation or eminent domain proceedings, and then rebuilt, encroachments of parts of the Common Elements upon any dwelling or of any dwelling upon any other dwelling or upon any portion of the Common Elements, due to such rebuilding, shall be permitted, and valid easements for such encroachments and the maintenance thereof shall exist so long as any such building(s) shall stand.

9. Dwelling Units Subject to Master Deed. All present and future owners, co-owners, tenants and occupants of dwelling units shall be subject to and shall comply with the provisions of this Declaration which is also referred to as the Master Deed and the By-Laws appended hereto. The acceptance of a deed of conveyance, devise, inheritance, or the entering into a lease of a dwelling or entering into occupancy of a dwelling shall constitute an agreement that the provisions of this Declaration and such By-Law provisions, covenants and restrictions are accepted and ratified by each owner, co-owner, tenant and occupant and all of such provisions shall be deemed and taken to be covenants running with the land and shall bind any person having at any time any interest or estate in such dwelling, as though such provisions were recited and stipulated in full in each and every deed or lease thereof.

10. Dwelling Units Subject to By-Laws and Rules and Regulations. All present and future owners, co-owners, tenants and occupants of a dwelling unit shall be subject to, and shall comply with the provisions of the By-Laws as well as the Rules and Regulations appended hereto and recorded herewith, pursuant to T.C.A.

§66-27-101 et seq, as they may be amended from time to time. The acceptance of a deed of conveyance, devise or of a lease to a dwelling unit, or the entering into occupancy of any dwelling unit shall constitute an agreement that the provisions of the said By-Laws and the Restrictions, as they may be amended from time to time, are accepted and ratified by such owner, co-owner, tenant and occupant, and all of such provisions shall be deemed and taken to be covenants running with the land and shall bind any person having at any time any interest or estate in such apartment or lot, as though such provisions were received and stipulated at length in each and every deed, conveyance, or lease, thereof. Insurance covering the Units and the Unit Owners shall be obtained by the Unit Owner(s) as provided in the By-Laws.

11. Amendment(s). This Declaration may be amended by a deed of amendment joined in by the co-owners representing all of the total then existing dwelling units in the Planned Unit Development which shall be recorded in the Register's Office of Davidson County, Tennessee.

12. Waiver. No provisions contained in this Declaration shall be deemed to have been abrogated or waived by reason of any failure to enforce it. Regardless of the number of violations or breaches which may occur.

13. Captions. The captions herein are inserted only as a matter of convenience and for reference and neither define, limit or describe the scope of this Declaration nor the intent of any provision hereof.

14. Gender. This use of the masculine gender in this Declaration shall be deemed to refer to the feminine gender and the singular shall be deemed to refer to the plural and vice versa, wherever the context so requires.

IN WITNESS WHEREOF, the Developer has executed this Declaration in Nashville, Davidson County, Tennessee, this the 24th day of April, 2008.

DEVELOPER:

DAVID PRITCHARD

STATE OF TENNESSEE
COUNTY OF DAVIDSON

I, a Notary Public of the State and County aforesaid, certify that the within named bargainor, **DAVID PRITCHARD**, with whom I am personally acquainted or who was proved on the basis of satisfactory evidence to me to be the person described in and who executed the foregoing instrument personally appeared before me and acknowledged under oath that he executed the foregoing instrument for the purposes therein contained.

WITNESS MY HAND AND NOTARIAL SEAL at office in the State and County aforesaid, this the 29th day of April, 2008.

E BURKS
STATE OF TENNESSEE NOTARY PUBLIC
DAVIDSON COUNTY, TENN.
My Commission Expires JAN. 24, 2009

NOTARY PUBLIC
My Commission Expires: 1-24-09

State of Tennessee

Department of State
Corporate Filings
312 Eighth Avenue North
6th Floor, William R. Snodgrass Tower
Nashville, TN 37243

CHARTER
(For-Profit Corporation)

For Office Use Only

2008 APR 28 AM 11:26

RILEY DARNELL
SECRETARY OF STATE

FILED

6304-1502

The undersigned acting as incorporator(s) of a for-profit corporation under the provisions of the Tennessee Business Corporation Act adopts the following Articles of Incorporation.

1. The name of the corporation is:

Chestnut Hill Properties II, Inc.

[NOTE: Pursuant to Tennessee Code Annotated § 48–14–101(a)(1), each corporation name must contain the words *corporation, incorporated,* or *company* or the abbreviation *corp., inc.,* or *co.*]

2. The number of shares of stock the corporation is authorized to issue is: 100

3. The name and complete address of the corporation's initial registered agent and office located in the State of Tennessee is:

Rick Piliponis, Esq.
(Name)

116 Third Avenue South — Nashville — TN 37201
(Street Address) — *(City)* — *(State/Zip Code)*

Davidson
(County)

4. List the name and complete address of each incorporator:

David Pritchard — 1024 2nd Avenue South, Nashville, TN 37210
(Name) — *(Include: Street Address, City, State and Zip Code)*

(Name) — *(Street Address, City, State and Zip Code)*

(Name) — *(Street Address, City, State and Zip Code)*

5. The complete address of the corporation's principal office is:

1024 2nd Avenue South — Nashville — TN/Davidson/37210
(Street Address) — *(City)* — *(State/County/Zip Code)*

6. The corporation is for profit.

7. If the document is not to be effective upon filing by the Secretary of State, the delayed effective date and time are:

Date _____, _____, Time _____ (Not to exceed 90 days.)

8. Other provisions:

4-25-08
Signature Date

Incorporator's Signature

David Pritchard
Incorporator's Name *(typed or printed)*

SS-4417 (Rev. 9/04) — Filing Fee: $100 — RDA 1678

EXHIBIT "A"
LEGAL DESCRIPTION

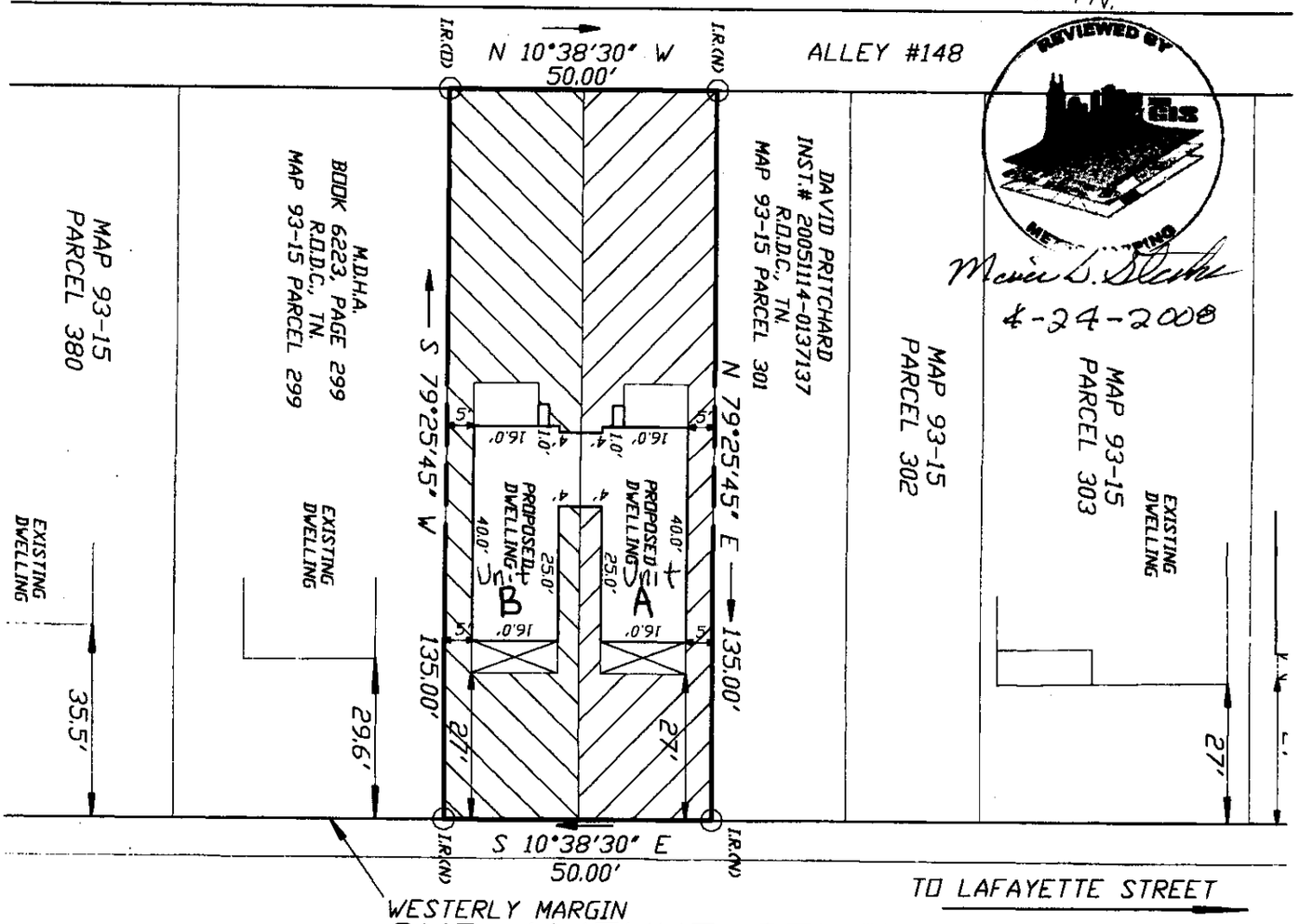
Located in Davidson County, Tennessee, being Lot No. 12 on the Plan of Isaac Paul's Elysian Grove Lots in South Nashville.

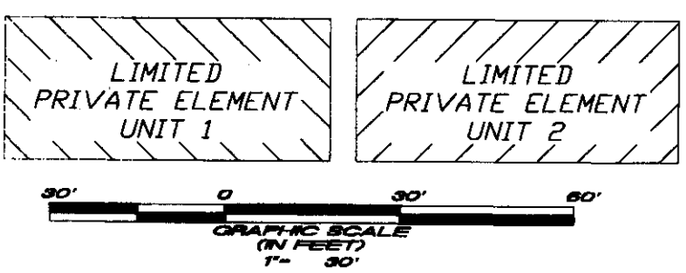
Said Lot No. 12 fronts 50 feet on the west side of Second Avenue South, formerly Market Street, and runs back between parallel lines 135 feet to an alley.

Being the same property conveyed to David Pritchard by warranty deed from Metropolitan Development and Housing Agency of record in Instrument No. 20060816-0100683, Register's Office for Davidson County, Tennessee.

EXHIBIT "B"
PLAN OF CHESTNUT HILL PROPERTIES II

MAP 93-15
A.D.D.C., TN.





HORIZONTAL PROPERTY REGIME EXHIBIT
THE TOWNHOMES AT 1031 2ND AVENUE SOUTH

PROPERTY LOCATED:
1031 2ND AVENUE SOUTH, 17TH COUNCIL DISTRICT, NASHVILLE, DAVIDSON COUNTY, TENNESSEE

LAND DESCRIPTION:
LOT 12, ISAAC PAUL'S ELYSIAN GROVE
LOTS IN SOUTH NASHVILLE
CHANCERY PLAN BOOK 1, PAGE 134
R.O.D.C., TN.

DEED REFERENCE:
P/O INSTRUMENT # 20060816-0100683

SCALE: 1" = 50' DATE: 04-18-08

Campbell, McRae and Assoc. Surveying, Inc.
2918 BERRY HILL DRIVE
NASHVILLE, TENNESSEE 37204
PHONE (615) 298-2424 FAX(615)297-2828

ORDER#: 297-26-7

JOHN ALAN HOOD
REGISTERED LAND SURVEYOR
TENNESSEE NO. 1838

EXHIBIT "C"
BY-LAWS FOR CHESTNUT HILL PROPERTIES II

1. Identity.
   a. These are the By-Laws of Chestnut Hill Properties II (herein called the "Condominiums"), and Chestnut Hill Properties Homeowners Association, Inc. (herein called the "Association"), a corporation for-profit, incorporated under the laws of the State of Tennessee, the Charter of which was filed in the Tennessee Secretary of State's Office in Nashville, Tennessee.
   b. The Association has been organized for the purpose of administering the Condominiums established by a Declaration and Master Deed recorded simultaneously with these By-Laws in the Register's Office for Davidson County, Tennessee (herein called the "Declaration") pursuant to Title 66, Chapter 27, Section 101 et seq., as amended, Tennessee Code Annotated (herein called the "Condominium Act") which is identified by the name of Chestnut Hill Properties II and is located at 1031A 2nd Avenue South, Nashville, TN 37210 and 1031B 2nd Avenue South, Nashville, TN 37210.

2. Members.
   The Unit Owners, including the Declarant, shall be the initial members of the Association. After all two (2) units are sold, the Developer/Declarant shall resign as member, and the members of this Association shall become only the remaining Unit Owners in Chestnut Hill Properties II.

3. Meeting of Members.
   a. The Members of the Association shall have an annual meeting. The annual meeting of Members shall be held on a date as determined by the Board of Directors.
   b. Special meetings of Members shall be called by the President, Vice President Secretary, Treasurer, or by a majority of the Board of Directors, and must be called by such officers upon receipt of a written request from Members entitled to cast not less than all of the votes of the entire membership.
   c. Notice of all Members' meetings, stating the time and place, and the objects for which the meeting is called, shall be given by the President, Vice President Secretary or Treasurer, unless waived in writing.
   d. The aggregate number of votes for all Unit Owners shall be two (2) with one (1) vote allocated to each Unit. The Declarant will have one (1) vote for each Unit it owns including one (1) vote for each of the two (2) planned Units until such time as they are constructed and sold by the Declarant.
   e. If a Unit is owned by one (1) person, his/her right to vote shall be established by the recorded title to his/her Unit. If a Unit is owned by more than one (1) person, or is under lease, the person entitled to cast the vote for the Unit shall be designated by a certificate signed by all of the record owners of the Unit and filed with the Secretary of the Association. If a Unit is owned by a corporation, the person entitled to cast the vote for the Unit shall be designated by a certificate of appointment signed by the President or Vice

President of the corporation and filed with the Secretary of the Association. Such certificates shall be valid until revoked, or until superseded by a subsequent certificate, or until a change in the ownership of the Unit concerned. A certificate designating the person entitled to cast the vote of a Unit may be revoked by any Unit Owner at any time. If no certificate is presented to the Secretary and a Unit is owned by two (2) or more individuals, any record owner present at a meeting of the Association may cast the vote of the Unit. If more than one (1) record owner of a Unit is present at a meeting, only one such owner may cast the vote of the Unit. If the record owners of a Unit cannot unanimously agree as to who may cast the vote of the Unit, the vote of the Unit shall not be counted.

f. Votes may be cast in person or by proxy. Proxies may be made by any person entitled to vote. They shall be valid only for the particular meeting designated an must be filed with the Secretary of the Association before the appointed time of the meeting.

g. Any Unit Owner who is delinquent for more than sixty (60) days in the payment of any assessment owed for his/her Unit as determined by the books of the Association as of the date of a meeting, shall not be entitled to vote at such meeting.

h. The presence of individual Unit Owners entitled to cast a majority of the votes of the Association is required at members' meetings to adopt decisions, except where approval by a greater number of members is required by the Master Deed, Charter, or these By-Laws.

i. The order of business at annual members' meetings, and as far as practical, at all other members' meetings, shall be:
   i. Election of a chairman of the meeting, if the President is unavailable to preside;
   ii. Calling of the roll and certifying the proxies;
   iii. Proof of notice of meeting or waiver of notice;
   iv. Reading and disposal of any unapproved minutes;
   v. Reports of officers;
   vi. Reports of committees;
   vii. Election of the Board member;
   viii. Unfinished business;
   ix. New business; and
   x. Adjournment.

4. Directors.

a. The affairs of the Association shall be managed by a Board of Directors. The Board of Directors shall consist of two (2) persons, all of whom shall be persons appointed by the Declarant until such time as all two (2) Units have been sold or conveyed to third parties. After the sale or conveyance of all two (2) Units, the Board of Directors shall be comprised of persons, all of whom shall be Unit Owners current in their assessment fees. In the event any Unit is owned by a partnership, corporation, or fiduciary, such person shall be a partner, officer of the corporation, or the fiduciary or officer of the fiduciary,

as the case may be. The Board of Directors shall serve without compensation. Thereafter, the compensation, if any, of the Directors shall be as fixed by the vote of a majority of the Unit Owners.

b. Two (2) persons shall be elected to serve as the Board of Directors, and the term of office of those elected shall be as follows:
    i. The term of office of each Director shall be on an annual basis;
    ii. The election shall be by a plurality of the votes cast;
    iii. Each Member voting must cast his/her vote(s) for as many nominees as there are vacancies to be filled;
    iv. But, there shall be no cumulative voting.

c. Vacancies in the Board of Directors occurring between annual meetings of Members shall be filled by the remaining Directors until the next annual meeting at which time a Director shall be elected to fill the remaining term of any such vacancy, except as provided in paragraph "a." hereinabove.

d. Any Director may be removed by concurrence of all of the votes of the Board at a Board meeting called for that purpose, except that in the event the Declarant, or its designees serves as Directors, neither Declarant nor such designees may be removed or voted from the Board until such time as the Declarant has sold both Units.

e. In the event of vacancies during the existence of the term of the Board of Directors, the remaining Directors shall fill the vacancies.

5. Directors' meetings.

a. The organizational meeting of a newly elected Board of Directors shall be held within ten (10) days of its election at such place and time as shall be determined by the Board of Directions at the meeting at which they were elected, and no further notice of the organizational meeting shall be necessary providing a quorum shall be present.

b. Regular meetings of the Board of Directors may be held at such time and place as shall be determined, from time to time, by a majority of Directors. Notice of regular meetings shall be given to each Director, personally or by U.S. mail, telephone, or e-mail, at least three (3) days prior to the day named for such meeting.

c. Special meetings of the Directors may be called by the President. Notice of the meeting shall be given at least three (3) days prior to the day named. Notice shall state the time, place and purpose of the meeting.

d. Any Director may waive notice of a meeting before or after the meeting and such waiver shall be deemed equivalent to the giving of notice.

e. A quorum at Directors' meetings shall consist of the entire Board of Directors. The acts approved by a majority of those present at a meeting at which a quorum is present shall constitute the acts of the Board of Directors, except where approval by a greater number of Directors is required by the Master Deed, Charter, or these By-Laws. If, at any meeting of the Board of Directors, less than a quorum is present, the majority of those present may adjourn the meeting from time to time until a quorum is present. At any adjourned meeting, any business which might have been transacted at the

meeting originally called may be transacted without further notice. The joinder of a Director in the action of a meeting by signing and concurring in the minutes thereof shall constitute the presence of such Director for the purpose of determining a quorum.

f. The presiding officer of Directors' meetings shall be the President. In the absence of the President, the Directors present shall designate one of their numbers to preside.

g. The order of business at a Directors' meeting shall be:
   i. Calling of roll;
   ii. Proof of due notice of meeting;
   iii. Reading and disposal of any unapproved minutes;
   iv. Reports of officers and committees;
   v. Election of officers (if necessary);
   vi. Unfinished business;
   vii. New business; and
   viii. Adjournment.

h. The Directors may adopt any resolution by an instrument in writing, signed by all of the then qualified and acting Directors, provided there then be at least two (2) in number, and any such resolution, when so executed, shall have the force and validity of a resolution adopted at any regular or special meeting.

i. All minutes and records of action of the Directors, and all records pertaining to operations of the Association, shall be kept at the management office or at such place as may be designated by the Board of Directors, and shall be available to members for inspection at all times during normal business hours.

6. Powers and Duties of the Board of Directors.

a. All of the powers and duties of the Association existing under the Condominium Act, the Master Deed, the Charter and these By-Laws shall be exercised exclusively by the Board of Directors, its agents, contractors, or employees, subject only to approval by Unit Owners when such is specifically required. Compensation of employees of the Association shall be fixed by the Directors. A Director may be an employee of the Association, and a contract for management of the condominium may be entered into with a Director. The Board of Directors is specifically charged with the responsibility of providing for the care and upkeep of all Common Elements and certain Limited Common Elements of the Condominium pursuant to the provisions of the Master Deed. Specifically included in the foregoing general powers of the Board of Directors are the following powers and duties, which are listed by way of enumeration and not by limitation:
   i. To elect and remove the officers of the Association;
   ii. To administer the affairs of the Association and the Condominium property;
   iii. To designate and/or remove, subject to the terms and conditions of paragraph 17 of the Master Deed relating to the professional management of the Condominium, the services of an agent (hereinafter sometimes called the "Managing Agent") to maintain, repair, replace,

administer and operate the Condominium or any part thereof for all the Unit Owners upon such terms and for such compensation and authority as the Board of Directors may approve;

iv. To formulate policies for the administration, management and operation of the Condominium and the Common Elements;

v. To adopt rules and regulations, with written notice thereof to all Unit Owners, governing the administration, management, operation and use of the Condominium property and the Common Elements, and to amend such rules and regulations from time to time;

vi. To provide for the maintenance, repair and replacement of the Common Elements and Limited Common Elements as required by the Master Deed, to make payments therefore, and to approve payment vouchers or to delegate such approval to the officers or Managing Agent. Notwithstanding this provision, the Unit Owner(s) benefiting from specific Limited Common Elements shall pay for the maintenance, upkeep and repair of these Limited Common Elements and shall be responsible for maintaining and paying for fie, hazard, liability and other types of insurance such Unit Owner(s) deem necessary to insure their interest in the Limited Common Elements benefiting their Unit(s). The Owner(s) of Unit A shown on the Plan recorded herein as Exhibit "B" shall be responsible for maintaining the Limited Common Elements designated on said Plan as "LCE-A". The Owner(s) of Unit B on the Plan recorded herewith as Exhibit "B" shall be responsible for maintaining the Limited Common Elements designated on said plan as "LCE-B". IN the event any Owner(s) fail to properly maintain their portion of the Limited Common Elements, the Association, may, at its discretion, assume such responsibility and, in such instance, the affected Unit Owner(s) shall reimburse the Association for any expense incurred by the Association within ten (10) days of receipt of an invoice from the Association for such expense.

vii. 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 Condominium property and the Common Elements, and to delegate any such powers to the Managing Agent or any employees of the Managing Agent;

viii. To appoint committees of the Board and to delegate to such committees the Board's authority to carry out certain duties of the Board of Directors;

ix. To determine the fiscal year of the Association and to change said fiscal year from time to time as the Board of Directors deems advisable;

x. To fix the estimated annual budgets, and to provide the manner of assessing and collecting from Unit Owners the respective shares of such estimated expenses, as hereinafter provided;

xi. To enter into any lease agreement for lease of premises suitable for use as guest or custodian apartments, upon such terms as the Board of Directors may approve;

xii. To borrow money for the purpose of repair or restoration of Common Elements without the approval of the members of the Association;

xiii. To secure insurance policies as required by the Master Deed and in this regard, annually to review the amounts of coverage afforded by such policy or policies. Notwithstanding this provision, the Association shall not be required to obtain any form or policy of insurance to provide coverage for any hazard related to any Limited Common Elements;

xiv. To maintain or defend any action in any court or other proceeding on behalf of the Unit Owners which arises in connection with the Common Elements, including but not limited to condemnation or eminent domain actions;

xv. Unless otherwise provided herein or in the Master Deed, to comply with the instructions of a majority of Unit Owners as expressed in resolutions duly adopted at any annual or special meeting of Unit Owners;

xvi. To exercise all other powers and duties of Unit Owners as a group referred to in the Condominium Act, in the Master Deed or these By-Laws;

xvii. To 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 Condominium;

xviii. Specifically, whenever in these By-Laws or in the Master Deed the Association is given the power to take any action, it is the intention of such instruments that the Board of Directors shall act for the Association in all cases, except to the extent that it is expressly provided that action may be taken upon vote of the Unit Owners; and

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

7. Officers.

a. The executive officers of the Association shall be a President (who shall be a Director), Vice President, Secretary and Treasurer. All of whom shall be Board Members, elected annually by the Board of Directors and who may be removed by vote of the Directors at any meeting. The President shall not also be the Vice President, Secretary or Treasurer. The Board of Directors may from time to time elect other officers to exercise such powers and duties as the Board shall find to be required to manage the affairs of the Association. Compensation, if any, of officers shall be fixed by the Board of Directors.

b. The President shall be the Chief Executive Officer ("CEO") of the Association. He/She shall have all of the powers and duties which are usually vested in the office of the president of an association, including but not limited to, the power to appoint committees from among the Members from time to time, as he may in his discretion, determined to be appropriate to assist in the conduct of affairs of the Association.

c. The Secretary shall keep the minutes of all proceedings of the Directors and the Members. He/She shall attend to the giving and serving of all notices to the Members and Directors and other notices required by law. He/She shall keep the records of the Association and shall perform all other duties incident to the office of secretary of an association and as may be required by the Directors or the President.

d. In the event the Declarant or its designee serves as any Officer of the Association, neither the Declarant or its designee may be removed from office until the Declarant has sold the two (2) Units in the Condominium.

8. Indemnification.

a. To the extent not covered by insurance, the Association shall indemnify and hold harmless each of its directors and officers, each Member of any committee appointed pursuant to the By-Laws of the Association, the Board of Directors and the Declarant, against all contractual and other liabilities to others arising out of contracts made by or other acts of such Directors, Board, Officers, Committee Members or Declarant, on behalf of the Unit Owners, or arising out of their status as Directors, Board, Officers, Committee Members or Declarant, unless any such contract or act shall have been made fraudulently or with gross negligence or criminal intent. It is intended that the foregoing indemnification shall include indemnification against all costs and expenses (including, but not limited to, counsel fees, amounts of judgments paid and amounts paid in settlement reasonably incurred in connection with the defense of any claim, action, suit or proceeding, whether civil, criminal, or administrative order, in which any such Director, Officer, Board, Committee Member or Declarant provided, however, that such indemnity shall not be operative with respect to:

   i. Any matter as to which person shall have been finally adjudged in such action, suit or proceeding to be liable for gross negligence or fraud in the performance of his duties as Director, Officer, Board, Committee Member or Declarant; or

   ii. Any matter settled or compromised, unless the Board determines there is not reasonable ground for such persons being adjudged liable for gross negligence or fraud in the performance of his/her duties as such Director, Officer, Board, Committee Member, or Declarant.

b. To the extent that the Declarant or a Member of the Board of Directors of an Officer of the Association or a member of any committee appointed pursuant to the By-Laws of the Association has been successful on the merits or otherwise in defense of any action, suit or proceeding referred to in subparagraph (a) or in defense of any claim, issue or matter therein, he/she

shall be indemnified against expenses (including attorney's fees) actually and reasonably incurred by him in connection therewith.

c. Expenses incurred in defending a civil or criminal action, suit or proceeding may be paid by the Association in advance of the final disposition of such action, suit or proceeding as authorized by the Board of Directors in the specific case upon receipt of an undertaking by or on behalf of the person or entity seeking such indemnification or payment in advance to repay such amount unless it shall ultimately be determined that he is entitled to be indemnified by the Association as authorized in this paragraph 8.

d. The Association and the Board shall have the power to raise and the responsibility for raising, by special assessment or otherwise, any sums required to discharge its obligations under this paragraph, provided however, that the liability of any Unit Owner(s) arising out of any contract made by or other acts of the Directors, Board, Officers, members of such committees or Declarant, or out of the aforesaid indemnity if favor of the Directors, Board, Officers, members of such committees or Declarant shall be limited to such proportion of the total liability hereunder as said Unit Owner's percentage of interest in the Common Elements, bears to the total percentage interest of all the Unit Owners in the Common Elements. Every agreement made by the Directors, Board, Officers, members of such committees, Declarant or by the Managing Agent on behalf of the Unit Owners shall provide that the Directors, Board, Officers, members of such committees, Declarant or the Managing Agent, as the case may be, are acting only as agents for the Unit Owner(s) and shall have no personal liability thereunder (except as Unit Owners) and that each Unit Owners' liability thereunder shall be limited to such proportion of the total liability thereunder as his/her percentage of interest in the Common Elements bears to the total percentage interest of all Unit Owners in the Common Elements. The indemnification provided by this paragraph 8 shall not be deemed exclusive of any other rights to which those seeking indemnification may be entitled under any statute, agreement, vote of Members of the Association or disinterested Members of the Board of Directors, or otherwise, both as to action in his/her official capacity and as to action in another capacity while holding such office. Such right to indemnification shall continue as to a person or entity who has ceased to be Declarant or a Member of the Board of Directors, Officer of the Association or a member of such committees, and shall inure to the benefit of the heirs, executors, administrators, successors and assigns of such person or entity.

9. Assessments.

a. An annual assessment may be made every twelfth (12^{th}) month or as otherwise determined by the Board, and if made, shall be payable in twelve (12) equal payments due on the first day of each month of the year for which the assessment is made. The Board shall provide the Unit Owners with a copy of the proposed Association budget at least twenty (20) days prior to the adoption of such budget. If an annual assessment is no made as required, an

assessment shall be presumed to have been made in the same amount as the immediately preceding annual assessment.

b. If a Unit Owner shall be in default in the payment of an installment upon an assessment, the Board of Directors may accelerate the remaining installments of the assessment upon notice thereof to the Unit Owner, and thereupon the unpaid balance of the assessment shall come due upon the date stated in the notice, but not less than ten (10) days after delivery thereof to the Unit Owner, or not less than twenty (20) days after the mailing of such notice to him by registered or certified mail, whichever shall first occur.

c. In the event that during the course of any year it shall appear to the Board of Directors that the annual assessment, payable monthly, determined as aforesaid, is insufficient or inadequate to cover the estimated Common Expenses for the remainder of such year, then the Board of Directors 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 supplement assessment shall be made to each Unit Owner for his proportionate share of such supplemental budget, and such supplemental assessment shall be paid in a time and manner directed by the Board of Directors.

d. The depository of the Association shall be such bank(s) as shall be designated from time to time by the Directors and in which the moneys of the Association shall be deposited. Withdrawal of moneys from such accounts shall be only by checks signed by such person as are authorized by the Directors. The Directors may contract with a Managing Agent to provide that the Managing Agent shall collect assessments from Unit Owners and other moneys of the Association and disburse Association funds pursuant to the terms of such contract, provided however, that all employees of the Managing Agent handling or responsible for Association funds must be covered by fidelity bonds as set forth below in subparagraph (f). the signatures of two (2) Officers of the Association or in the event a Managing Agent is employed, the signatures of at least one (1) Board Member and one (1) management employee specified in the contract, shall be required to sign any check in excess of One Thousand and No/100 ($1,000.00) Dollars. All reserve funds of the Association shall be kept in a separate bank account and all checks written on such account shall be signed by at least two (2) Officers of the Board or the Managing Agent. If there is no Managing Agent, the signatures of two (2) Officers shall be sufficient.

e. An audit of the accounts of the Association shall be made annually by a certified public accountant, and a copy of the report shall be furnished to each Member not later than One Hundred Twenty (120) days following the day the report was made.

f. Fidelity bonds may be required by the Board of Directors from all persons handling or responsible for Association funds in the event the Association accumulates more than Ten Thousand and No/100 ($10,000.00) Dollars in funds in its accounts. The amount of such bonds shall be determined by the Directors, but shall be at least One-Fourth (1/4) of the amount of the total

annual assessments against Members for Common Expenses, plus the amount of the reserve account. The premiums on such bonds shall be paid by the Association. The Managing Agent shall be required to provide satisfactory evidence that all employees handling Association funds are protected by a bond naming the Association as the insured.

g. The Board of Directors shall cause to be kept detailed and accurate records in chronological order of its receipts and expenditures affecting the Common Elements, specifying and itemizing the Common Expenses incurred. Payment vouchers may be approved in such manner as the Board of Directors may determine.
h. The Board shall, upon receipt of ten (10) days written notice to the Association and upon payment of a reasonable fee, furnish any Unit Owner a statement of his accounts setting forth the amount of any unpaid assessment or other charges due and owing from such Unit Owner.
i. No assessments whatsoever shall be paid by the Declarant.

10. Rules and Regulations.

The Directors are expressly empowered to adopt and promulgate, from time to time, reasonable rules and regulations governing the use of the Units and the Common Areas, including the imposition of penalties for violation thereof. All such rules and regulations shall be binding rules and regulations of the Association unless rejected by a resolution adopted at a meeting of the Members or by a writing signed by Members representing all of the votes of the Association. The Directors shall give written notice to all Members of the adoption of any new rules and regulations or of the amendment of any existing rule and regulation.

11. Amendments.

These By-Laws may be amended in the following manner:

a. Notice of the subject matter of a proposed amendment shall be included in the notice of any meeting at which a proposed amendment is considered.
b. A resolution adopting a proposed amendment may be proposed by either the Board of Directors or by the Members of the Association. Directors and Members not present in person or by proxy at the meetings to consider the amendment may express their approval in writing, providing such approval is delivered to a Board Member or management agent prior to the meeting. Such approvals must be by all of the votes of the eligible voting membership of the Association.
c. No amendment shall discriminate against any Unit Owner or against any Unit or class or group of Units unless the Unit Owners so affected shall consent. No amendment shall change any Unit, nor the share in the Common Elements appurtenant to it, nor increase the Unit Owner's share of the Common Expenses, nor the method of assessment for Common Expenses, nor change the voting rights of Members, unless the record owners of the Unit concerned and all record owners of liens thereon shall join in the execution of the amendment giving their written approval.

d. A copy of each amendment shall be certified by the President and Secretary of the Association as having been duly adopted and shall be effective upon recording in the Register's Office for Davidson County, Tennessee.
e. The By-Laws may not be amended until the Declarant has sold or otherwise conveyed all two (2) Units.

12. Parliamentary Rules.
Roberts' Rules of Order (latest edition) shall govern the conduct of the Association meetings when not in conflict with the Master Deed, the Charter or these By-Laws.

13. Definition of Terms.
The terms used in these By-Laws, to the extent they are defined therein, shall have the same definition as set forth in the Master Deed. The term "Member" as used in these By-Laws means "Unit Owner" as defined in the Master Deed.

14. Compliance with Statute.
These By-Laws are set forth to comply with the requirements of the Condominium Act of Tennessee, Chapter 27 of Title 66, Tennessee Code Annotated, as it may be amended from time to time. In case any of these By-Laws conflict with the provisions of said statute, it is hereby agreed and accepted that the provisions of the statute will apply.

15. The Declarant may waive in writing any power, duty or position it may have pursuant to these By-Laws.

THE FOREGOING BY-LAWS are hereby adopted as the By-Laws of Chestnut Hill Properties II Homeowners' Association, Inc. by the undersigned as of this 29th day of April, 2008.

PRESIDENT

STATE OF TENNESSEE
COUNTY OF DAVIDSON

Before me, the undersigned, a Notary Public of the State and County aforesaid, personally appeared, **DAVID PRITCHARD**, with whom I am personally acquainted or proved to me on the basis of satisfactory evidence, and who, upon oath acknowledged himself/herself to be the PRESIDENT of Chestnut Hill Properties II Homeowners' Association, Inc., the within named bargainor, a corporation, and who executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by himself/herself as President of the corporation.

Witness my hand and official seal this the 29th day of April, 2008.

NOTARY PUBLIC

My commission expires: 1-24-09

SUSAN E. BURKS
STATE OF TENNESSEE NOTARY PUBLIC
DAVIDSON COUNTY, TENN.

My Commission Expires JAN. 24, 2009