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This Instrument Prepared By:
John Cobb Rochford
Law Office of John Cobb Rochford, PLLC
2200 Abbott Martin Road
Nashville, TN 37215

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR CASTLEMAN DRIVE TOWNHOMES

THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS (hereinafter referred to as "Declaration") made and published on or as of the date hereinafter set forth, by and between Castleman Drive Partners, a Tennessee general partnership (hereinafter, "Developer"), and any and all persons, firms, corporations or other entities, hereafter acquiring any of the within described property.

W I T N E S S E T H:

WHEREAS, Developer is the owner of certain real property located in Davidson County, Tennessee, and desires to create thereon a residential development known as Castleman Drive Townhomes (the 'Development") with certain open space, as defined herein, for the mutual benefit of the future residents of the Development; and

WHEREAS, it is in the best interest of Developer, as well as to the benefit, interest and advantage of each and every person or other entity hereafter acquiring any of the property within the Development that certain covenants, conditions, easements, assessments, liens and restrictions governing and regulating the use and occupancy of the same be established, fixed, set forth and declared to be covenants running with the land; and

WHEREAS, the Developer desires to provide for the preservation of the values and amenities and the desirability and attractiveness of the real property in the Development, and for the continued maintenance and operation of common areas or open spaces; and

WHEREAS, the Developer desires to make provisions concerning the maintenance and ownership of the open space, if any; and

WHEREAS, the Developer has deemed it desirable, for the efficient preservation of the values and amenities in said Development, and to fulfill the foregoing objects, purposes and requirements, to create an entity to which should be delegated and assigned the powers of maintaining and administering the open space, managing the affairs of the residential development, administering and enforcing the covenants and restrictions, and collecting and disbursing the assessments and charges hereinafter created; and

WHEREAS, the Developer has caused to be incorporated under the laws of the State of Tennessee a non-profit corporation called Castleman Drive Townhomes Homeowners Association, Inc., having as its members owners of one or more Lots within the Development, and formed for the purpose of exercising the aforementioned functions.

NOW, THEREFORE, for and in consideration of the foregoing premises, and the covenants, conditions and restrictions hereinafter set forth, the Developer declares that all of the real property hereinafter described is and shall be held, transferred, sold, conveyed and occupied subject to the following restrictions, covenants, conditions, easements, assessments and liens all of which are to be construed as covenants running with the land and which shall be binding on all parties having or acquiring any right, title or interest in the hereafter described property or any part thereof and which shall inure to the benefit of each owner thereof. Every person or other party hereafter

acquiring any of the within described property made subject to this Declaration, by acceptance of a deed to any interest in or to said property, shall take such property interest subject to this Declaration and to the terms and conditions hereof, and shall be deemed to have assented to same.

ARTICLE I
DEFINITIONS

The following words, when used herein, shall have the following meanings:

Section 1. The "Association" shall mean Castleman Drive Townhomes Homeowners Association, Inc., a Tennessee not-for-profit corporation, its successors and assigns, organized by the Developer for the purpose of owning and maintaining the Common Area and which has as its members every Lot Owner subject to assessment as hereinafter provided. The Bylaws of the Association are attached hereto as **Exhibit "B"** and are incorporated herein by reference.

Section 2. "Board" means the Board of Directors of Castleman Drive Townhomes Homeowners Association, Inc., a Tennessee not-for-profit corporation.

Section 3. "Building" or "Buildings" means the buildings located on the Parcel and forming part of the Property. The "Building" or "Buildings" are and shall be delineated on the Plat and/ or drawings attached hereto as **Exhibit "C"**. Upon annexation of additional phases into the provisions hereof, Building or Buildings shall also mean the buildings located upon the additional phase or phases so annexed.

Section 4. "Bylaws" means the Bylaws of Castleman Drive Townhomes Homeowners Association, Inc., attached hereto as **Exhibit "B"** and made a part hereof, as amended from time to time. For purposes of the Act, all provisions contained in this Declaration dealing with the administration and maintenance of the Property shall be deemed to be a part of the Bylaws.

Section 5. "Common Area" shall mean all real property (if any) (including the improvements located thereon or attached thereto) owned and maintained by the Association for the common use and enjoyment of the Lot Owners and designated on any recorded plats or plans of the Property as "Open Space" or "Common Area."

Section 6. "Declaration" shall mean this instrument.

Section 7. "Developer" shall mean Castleman Drive Partners, a Tennessee general partnership, its successors and assigns, provided such heirs and assigns are designated in writing by the Developer as a successor or assignee of the rights of the Developer as set forth herein.

Section 8. Intentionally Deleted.

Section 9. "Lot" shall mean any lot shown on any now or hereafter recorded plats or plans of the Property. The term Lot shall not include Common Area, or dedicated streets and roadways.

Section 10. "Lot Owner" shall mean the record owner, whether one or more persons or entities, of fee simple title to any Lot, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation. Unless specifically provided otherwise herein, Developer shall be deemed a Lot Owner so long as Developer is the legal title holder of any Lot.

Section 11. Intentionally Deleted.

Section 12. "Occupant" means a person or persons in possession of a Lot or Building, regardless of whether said person is a Lot or Building Owner.

Section 13. "Parcel" means the parcels or tracts of real estate described on **Exhibit "A"** attached to this Declaration. Upon annexation of additional phases into the provisions hereof, Parcel shall also mean the additional property so annexed.

Section 14. "Person" means a natural individual, corporation, partnership, limited liability company, trustee or other legal entity capable of holding title to real property.

Section 15. "Plat" shall mean the plat, and any revised plat, of Stammer Subdivision of record in Book 1424, Page 23, Register's Office for Davidson County, Tennessee, any amendments to such plat(s), and such other plats as are submitted from this Declaration pursuant to the provisions of Article XI, more specifically illustrating the Buildings and/ or proposed Buildings on the Lots on the drawings marked as **Exhibit "C"** hereto.

Section 16. Intentionally Deleted.

Section 17. "Property" shall mean the real property submitted to this Declaration and described on **Exhibit "A"** attached and incorporated herein by reference, and such other property as may be submitted to this Declaration pursuant to the provisions of Article XI.

Section 18. "Record" or "Recording" refers to the record or recording in the office of the Register of Deeds of Davidson County, Tennessee.

Section 19. Intentionally Deleted.

Section 20. Intentionally Deleted.

ARTICLE II
PROPERTY SUBJECT TO DECLARATION

Section 1. Property Subject to this Declaration. Developer hereby declares that the Property shall be held, sold and conveyed subject to the easements, restrictions, covenants and conditions of this Declaration, which are for the purpose of protecting the value and desirability of the Property, and which shall run with the land and be binding on and inure to the benefit of all parties having any right, title or interest in the Property or any part thereof, and their heirs, devisees, executors, administrators, successors, and assigns.

ARTICLE III
GENERAL PROPERTY RIGHTS

Section 1. Owners' Easements of Enjoyment. Every Lot Owner shall have a right and easement of enjoyment in and to the Common Area (if any) that shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions:

(a) The right of the Association to charge reasonable admission and other fees for the use of any recreational facility situated upon the Common Area;

(b) The right of the Association to suspend the voting rights of and right to use of the Common Area by a Lot Owner for any period during which any assessment against his Lot remains unpaid;

(c) The right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority, or utility for such purposes and

subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless an instrument agreeing to such dedication or transfer has been signed by members comprising at least two-thirds (2/3) of the votes of the members of the Association, and has been recorded. Upon any such dedication or transfer, the portion of the Common Area so dedicated or transferred shall no longer be a part of the Common Area and Lot Owners shall thereafter have no greater right in the property so dedicated or transferred than does the general public;

(d) The right of the Association to impose regulations for the use and enjoyment of the Common Area and improvements thereon, which regulations may further restrict the use of the Common Area;

(e) The right of the Association to grant such easements and rights-of-way to such utility companies or public agencies or authorities as it may deem necessary for the proper servicing and maintenance of the Common Area and the structures in the Development;

(f) The right of Developer, at its sole expense, to relocate, expand, modify, reduce, extend, or construct utility lines, sewers or service connections in order to serve the Property.

Section 2. Delegation of Use. Any Lot owner may delegate, in accordance with the Bylaws of the Association, his right of enjoyment of the Common Area and facilities to the family members, tenants, or contract purchasers who reside on the Lot.

ARTICLE IV
MEMBERSHIP AND VOTING RIGHTS

Section 1. Every Lot Owner who is subject to assessment by the Association as hereinafter provided shall be a member of the Association. Membership shall be appurtenant to and may not be separated from, ownership of any Lot that is subject to assessment.

Section 2. The Association shall have two classes of voting membership:

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

Class B. The Class B member shall be the Developer and any assignee of the Developer to whom such rights have been assigned as provided under this Declaration. A Class B member shall be entitled to five (5) votes for each Lot owned including any Lots added pursuant to the provisions of Article XI hereof. In the event the Developer annexes additional land as permitted under Article XI, Section 4, the Developer will have five (5) votes for each Lot owned in the annexed Land. Notwithstanding anything herein to the contrary for so long as Developer owns a single Lot in the Development, Developer shall have the right to appoint the members of the Board of Directors and to overrule any vote of the members which limits or impairs Developer's rights in the Property.

ARTICLE V
COVENANT FOR ASSESSMENTS FOR THE ASSOCIATION

Section 1. Creation of the Lien and Personal Obligation of Assessments. Each owner of any Lot by acceptance of a deed therefor, whether or not it shall be so

expressed in such deed, is deemed to covenant and agrees to pay to the Association: (1) annual assessments or charges and (2) special assessments for capital improvements from and after the times set forth herein, such assessments to be established and collected as hereinafter provided. The annual and special assessments, together with interest, costs and reasonable attorney's fees as hereinafter provided, shall be a charge on the Lot and shall be a continuing lien upon the Lot against which each assessment is made from the date when due until the same is paid in full or otherwise discharged. Each such assessment, together with interest, costs and reasonable attorney's fees, shall also be the personal obligation of the person who was the Lot Owner at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to successors in title of said person unless expressly assumed by such successor in writing.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively: to promote the recreation, health, safety and welfare of the Lot Owners; to provide for the mowing, landscaping, maintenance and repair of the Common Area; to pay the fees of any management agent the Association may employ to manage the affairs of the Association; and, to pay other reasonable and necessary expenses of the Association. An adequate reserve fund for the maintenance, repair and replacement of items maintained by the Association pursuant to this section shall be established and shall be funded by regular monthly payments rather than by special assessments.

Section 3. Intentionally Omitted.

Section 4. Special Assessments for Capital Improvements. In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment to pay, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Area, including fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds (2/3rds) of the votes of the Association members, who are voting in person or by proxy, at a meeting duly called for this purpose based upon the voting rights set forth in Section 2 of Article N.

Section 5. Notice and Quorum for Any Action Authorized Under Section 4. Written notice of any meeting called for the purpose of taking any action authorized under Section 4 of this Article V shall be sent to all members not less than fifteen (15) days nor more than thirty (30) days in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast fifty percent (50%) of all votes of the membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement and the quorum at such subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than, ninety (90) days following the proceeding meeting.

Section 6. Uniform Rate of Assessment. Both annual and special assessments must be fixed at a uniform rate for all Lots upon which assessments have commenced, as herein provided, and special assessments may be collected on a monthly basis as is required for annual assessments.

Section 7. Date of Commencement of Annual Assessments. The annual assessments may commence upon any Lot only at such time as construction of a residence is completed upon such Lot and the Lot is transferred by the homebuilder to a new owner. No assessments shall be made against any Lot owned by Developer or a homebuilder which is a transferee of Developer. The Board of Directors shall fix the amount of the annual assessment against each Lot which is subject to assessment at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Lot Owner subject thereto. The assessment shall be paid monthly on the first day of each month by every Lot Owner subject to assessment. The assessments shall be collected by the Association and shall be remitted

to the Association monthly by the tenth day of each month. 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 Lot have been paid. A properly executed certificate of the Association as to the status of assessments on a Lot is binding upon the Association as of the date of its issuance.

Section 8. Effect of Non-Payment of Assessments and Remedies of the Association. Any assessment not paid within thirty (30) days after the due date shall be subject to a late charge in an amount established by the Board of Directors of the Association and shall bear interest from the due date at the maximum rate allowed by applicable law. The Association may bring an action at law against the Lot Owner personally obligated to pay the assessment, or foreclose the lien against the Lot, and there shall be added to the amount of such assessment the costs, including reasonable attorney's fees, of bringing such action or foreclosure. No Lot Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of the Lot.

Section 9. Subordination of the Lien to Mortgages/Deeds of Trust. The lien of the assessments on any Lot provided for herein shall be subordinate to the lien of any mortgage or deed of trust now or hereafter placed on the Lot. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments that become due prior to such sale or transfer. No sale or transfer shall relieve liability for any assessment as to payments that become due after such sale or transfer, or any lien therefor.

ARTICLE VI
ARCHITECTURAL CONTROL
AND CONSTRUCTION REQUIREMENTS AND LIMITATIONS

Section 1. Architectural Control in Developer or Designee. Until construction is complete on all Lots in the Development, Developer, or his assignee, or an Architectural Control Committee appointed by Developer, shall have the complete right of approval of all construction on the Lots and control to see that the residences constructed on the Lots are in fact constructed in accordance with approved plans and specifications. At such time as all residences on the Lots are constructed and Developer is no longer the owner of a Lot in the Development, then architectural control shall be vested in an Architectural Control Committee consisting of three (3) members appointed by the Board of Directors for terms to be determined by the Board of Directors.

Section 2. Design and Construction Control. No residence, building, fence, pool, pool house, tennis court, wall, antenna, awning, landscaping, retaining wall or improvements of any kind whatsoever shall be erected, placed or altered on any Lot until the plans and specifications therefore have been presented by the Lot Owner to Developer or the Architectural Control Committee, if applicable, and approved by Developer or the Architectural Control Committee. Prior to commencement of construction, alteration or erection on any Lot, complete plans and specifications in form required by Developer or the Architectural Control Committee shall be submitted by the Lot Owner together with a non-refundable submittal fee in the amount of $1,000.00. Without limiting the right of the Developer or Architectural Control Committee to impose additional requirements, the plans and specifications submitted must include and show the following:

(a) All exterior and/or Lot placements of HVAC equipment, gas meters and/or any other service equipment.

(b) Complete landscaping plan, fence or Lot enclosure plans and pool or

spa plans.

(c) Complete drainage plans and/or sidewalk and driveway plans.

(d) Complete and full construction plans, including the showing of all window placements and exterior materials and colors.

The Developer or Architectural Control Committee shall give notice of approval or disapproval in writing to the Lot Owner requesting approval within thirty (30) days after submittal. In the event approval or disapproval is not given within such period, then the plans and specifications submitted shall be deemed approved.

Section 3. Construction. All improvements or alterations must be constructed strictly in accordance with the approved plans and specifications. Prior to commencement of construction, the Lot Owner shall deposit with Developer or the Architectural Control Committee a $5,000.00 deposit which shall secure against damage incurred to streets, curbs, Common Area, landscaping or any other improvements in the Development. The deposit shall be held by Developer or the Architectural Control Committee, without interest, for the duration of construction. The cost of repair of any damages incurred by virtue of such construction, and any other costs and expenses incurred by virtue of such construction, shall be paid from the deposit. Any balance shall be returned to the Lot Owner at the conclusion of construction. Developer or the Architectural Control Committee shall have the exclusive right to determine in his or its sole discretion how the deposit should be disbursed and whether any of the deposit should be returned to a Lot Owner. All construction of residences on the Lots must be performed by licensed contractors. Construction on a residence must commence within sixty (60) days after approval of plans and specifications and must proceed diligently and continuously until completion. Completion must be achieved within one (1) year after commencement of construction. Cessation of construction for a period of ten (10) days continuously shall be deemed failure to maintain continuous progress of construction.

ARTICLE VII
INSURANCE

Section 1. Common Area. The Association shall maintain and keep in force such hazard, public liability, or other real or personal insurance, as it shall deem necessary relating to the Common Area. The Association may also insure any other property owned by it against such hazards as may be deemed desirable by the Association. Premiums for all insurance carried by the Association shall be part of the expenses covered by the annual assessments of the Association.

Section 2. Lots. It shall be the sole responsibility of the individual Lot Owners to provide their own insurance against damage by fire or other casualty to the improvements on any Lot; liability insurance with respect to occurrences on any Lot; and any other insurance relating to their Lot.

Section 3. Other Insurance. The Association may also obtain such other insurance as the Board of Directors deems desirable, in such amounts, from such sources and in such forms as it seems desirable, insuring the Common Area owned and maintained by the Association and insuring each member of the Board and officer of the Association, and each member of any committee appointed pursuant to the Bylaws of the Association, from liability arising from the fact that said person is or was a director or officer of the Association, or a member of such a committee. The premiums for such insurance and bonds shall be a common expense of the Association.

brought against him in his official capacity by a Lot Owner, that Lot Owner shall pay such Director or officer all reasonable legal fees incurred in defending such legal action (unless paid by insurance or other means). Such legal fees shall become a charge on such Lot Owner's Lot until paid or otherwise discharged.

ARTICLE VIII
NOTICES TO MORTGAGEES

Upon written request to the Association identifying the name and address of the holder, insurer, or guarantor of any mortgage or deed of trust on the Property, or a Lot located therein (and in the case of a Lot, the Lot number or address) any such mortgagee or eligible insurer or guarantor shall be entitled to timely written notice of:

(a) Any condemnation loss or any casualty loss which affects a material portion of the Property or a Lot located therein, on which there is a first deed of trust lien held, insured, or guaranteed by such eligible deed of trust lien holder or eligible insurer or guarantor, as applicable;

(b) Any delinquency in the payment of assessments or charges owed by an Owner subject to a deed of trust or mortgage held, insured, or guaranteed by such eligible holder or eligible insurer or guarantor, which remains uncured for a period of sixty (60) days;

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

(d) Any proposed action which would require the consent of a specified percentage of deed of trust or mortgage holders.

ARTICLE IX
EASEMENTS AND RESTRICTIONS

Section 1. Eas ements. In addition to, and without limitation of, any other easements or rights reserved elsewhere in this Declaration, the following rights and easements are hereby reserved, and the Property and each individual Lot thereon is hereby made subject to the following restrictions.

(a) Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on any Plat and as otherwise shown by the public records. Within these easements, no structure, planting, or other materials shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities or which may change the direction or flow of drainage channels in the easements, or which may obstruct or retard the flow of water through drainage channels in the easements. The easement area of each Lot and all improvements in it shall be maintained continuously by the Lot Owner, except for those improvements for which a public authority or utility company is responsible.

(b) Easements are reserved as shown on any plat and as otherwise shown by the public records for the purpose of permitting underground wires or cables of public utilities, such as electric, telephone, and cable television.

(c) Each Lot Owner shall be required to grant such easements upon the Lot as are necessary to serve the Property for water, sewer, telephone, gas, electricity and other utilities, and for the erection and maintenance of the necessary poles and other equipment, wires and conduits, sewer and water lines, on, above or below any Lot; provided however, no Lot Owner shall be required to grant any easement which would

and other utilities, and for the erection and maintenance of the necessary poles and other equipment, wires and conduits, sewer and water lines, on, above or below any Lot; provided however, no Lot Owner shall be required to grant any easement which would constitute an unreasonable interference with the use and enjoyment of his Lot or Unit and any easement granted hereby shall impose on the grantee of said easement the obligation to (a) maintain said easement so that the use thereof will not unreasonably interfere with the use and enjoyment of any Lot or Unit and (b) repair and restore that portion of any Lot upon which the easement is located to its original condition or as near as possible to its original condition.

(d) Until completion of Developer's intended development of the Property, an easement is reserved to the Developer for ingress and egress generally across the Property, including any Lot, at reasonable places, for the purpose of completing Developer's intended development of the Property, provided that said easement shall be reasonable and shall not prevent the construction of improvements on a Lot nor the use and enjoyment of a Lot by a Lot Owner.

(e) A permanent easement is reserved to the Developer to enter the Common Area and to maintain thereon such facilities and perform such operations as in the sole opinion of the Developer may be reasonably required, convenient or incidental to the maintenance or development of the Property by the Developer, including without limitation, a business office, sales office, storage area, construction yards, signs and model units.

(f) An easement is granted and reserved to the Developer and the Association, its officers, agents, employees, including employees of any management company having a contract with the Association, over and upon the Common Area to perform the duties of maintenance and repair of the Common Area, to maintain any utilities for which an easement has been granted and to prevent damage to the Common Area or any Lot or Unit situated thereon.

(g) In accordance with the specifications of the governmental body or agency having jurisdiction over the construction of public roads, the right is expressly reserved to the Developer to construct all streets, roads, alleys, or other public ways as now, or hereafter may be, shown on any Plat, at such grades or elevations as Developer in its sole discretion may deem proper for the purpose of constructing such streets, roads, alleys or public way.

(h) Each Lot and any Common Area shall be subject to and there is hereby reserved, an easement for encroachments created by construction, settling, shiftings, engineering errors or overhangs for all buildings or other improvements constructed by the Developer, its agents, contractors or employees, and any maintenance, repair, correction or alteration of the same.

(i) The right of the Developer to subject the Common Area to such easements for access, ingress, egress, utilities and access and use, as may be necessary, or as may be required by any governmental body or agency having jurisdiction over the Property, to serve other phases of the Development.

(j) If access, ingress or egress to or from any Lot is necessary through any Common Area, an easement across the Common Area at reasonable places is reserved to the Lot Owner for the purpose of access, ingress or egress to or from such Lot.

Section 2. Restrictions on Use and Occupancy. The following use and occupancy restrictions are made a part of this Declaration and shall be binding upon all

Lot Owners.

(a) Land Use and Building Type. No Lot shall be used for other than residential purposes, provided however this shall not preclude the temporary use of a Building by the Developer as a showcase model home or a temporary real estate sales office. No exterior storage buildings shall be permitted on any Lot.

(b) Nuisances. No noxious or offensive activity shall be carried on upon or in any Lot, or any of the Property, or any public streets shown on any Plat, nor shall anything be done thereon which may be or may become an annoyance or nuisance.

(c) Temporary and Incomplete Structures. No temporary structure or incomplete structure may be used on the Property at any time, temporarily or permanently, as a residence likewise. No tent, shack, outbuilding, barn, camper, mobile home, motor home, basement, or dwelling not substantially completed may be used, as a residence, temporarily or permanently, provided however, that this shall not serve to prohibit the Developer from maintaining temporary structures for the purposes of a sales office, construction office and a storage facility during the period of the development and construction of the Property.

(d) Except for signs provided by the Developer, no signs of any kind shall be displayed to the public view on any Lot except professionally lettered Builder's or Realtor's signs in good taste and not exceeding 24"x 30" in size.

(e) Animals and Pets. No animals, livestock, or poultry of any kind shall be raised, bred or kept on any Lot; except, dogs, cats or other household pets may be kept provided they are confined to the Lots of their owners by leash or fence, and further provided that they are not kept, bred, or maintained for any commercial purpose and are not kept in such numbers as to become a nuisance. In addition, no more than two (2) domestic pets may be kept on any Lot. Dogs larger than 40 pounds shall not be permitted. Pit Bulls, Rottweilers, goats, pigs, monkeys, miniature horses and any other exotic pet shall not be permitted. Animal waste within the individual Lot must be disposed of on a regular basis so as to prevent smells to adjacent homeowners. Animal waste while walking your pet must be immediately disposed of with scoopers or plastic bags.

(f) Garbage and Refuse Disposal. No Lot, nor any Common Area, shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers. All equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition and shall be screened from the view of neighbors or the public.

(g) Clotheslines. Clotheslines shall be prohibited.

(h) Vehicles. Junk vehicles, inoperable vehicles, unlicensed vehicles not for immediate use or vehicles of any kind in disrepair may not be kept or parked on the Property or any public street in the Development. Moreover, no Lot Owner shall permit any motor vehicles (operable or inoperable) owned by such Lot Owner (or by any person occupying his Lot or Unit or by any person on his Lot as guest or invitee) to remain parked on the public streets for more than twelve (12) hours in any week. Vehicles may not be assembled, disassembled or serviced on the Property or any public street unless completely hidden from public view. No commercial vehicles of any type, mobile home, bus, truck of over one ton, tractor/trailer rig (separate or in combination), boat, Sea-Do, camper recreational vehicle (RV) or house trailer may be parked or stored on the Property or any public street in the Development (except for vehicles and equipment necessary for and being used in the development of and construction on the

Property, including the improvements thereto and located thereon and the streets and roadways serving the Property).

(i) Water Supply: Sewage Disposal. No Building on any Lot shall be occupied or used unless the same be connected, and served with, water and sewage disposal from the water and sanitary sewer supply mains.

(j) Fences. No fence shall be constructed or erected on any Lot unless the design and location thereof have been approved prior thereto by the Developer or Architectural Control Committee, as applicable. No fence constructed or erected on any Lot shall extend forward of the front line of the Unit on said Lot. In addition, fences on corner Lots shall not extend beyond the set back line of either street. No cyclone or chain link fences will be permitted. Any wooden fencing may not exceed a height of eight (8) feet, and must have brick or stone piers at intervals of not more than fifteen (15) feet.

(k) Satellite Dishes. No satellite dishes having a diameter of greater than eighteen (18) inches shall be allowed. Any permitted satellite dishes must be located in a back yard (not in front or side yards) and must be at least ten (10) feet from all Lot lines.

(l) Limitation on Building Materials. Without limiting the right of Developer or the Architectural Control Committee to further limit materials which may be used in construction, all chimneys must be brick or stone.

(m) Lot Maintenance. In the event any Lot Owner shall fail to maintain his Lot or the improvements situated thereon in a manner consistent with the provisions of this Declaration or of the Bylaws, the Association, after approval by a vote of its Board of Directors, shall have the right, through its agents and employees, to enter upon said Lot and to repair, maintain and restore the Lot and the exterior of the Unit (and any other improvements erected thereon) in accordance with the provisions of this Declaration or the Bylaws. The cost of such repair, maintenance or restoration shall be added to and become a part of the assessment to which the Lot is subject.

(n) Minimum Floor Areas Required. All residences must have a minimum of 3,500 square feet of finished living area, which is exclusive of garage and which is fully serviced by central heat and air-conditioning.

(o) Mailboxes. 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.

(p) Sidewalks. Each Lot Owner shall have responsibility to maintain at such Lot Owner's sole cost and expense the sidewalk located or to be located on such Owner's Lot.

ARTICLE X
Intentionally Deleted

ARTICLE XI
GENERAL PROVISIONS

Section 1. Enforcement. The Association, or any Lot Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of

this Declaration. Failure by the Association, or by any Lot Owner, to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 3. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no wise affect any other provisions and such other provisions shall remain in fill force and effect.

Section 4. Duration and Amendment. The covenants and restrictions of this Declaration shall run with and bind the land for a term of forty (40) years from and after the date this Declaration is recorded. For so long as Developer owns a Lot, this Declaration may be amended by unilateral action of the Developer by instrument executed by Developer and recorded with the Register's Office for Davidson County, Tennessee. This Declaration may also be amended by an instrument signed by Owners representing not less than seventy-five percent (75%) of the votes of the Owners in accordance with the voting rights set forth in Section 2 of Article IV. Any amendment must be recorded in the Register's Office for Davidson County, Tennessee to be effective.

Section 5. Annexation. Additional residential property and open area may be annexed to the Property at the discretion of the Developer, by execution and recording of an instrument of annexation, and such annexed property shall be subject to the provisions of this Declaration.

IN WITNESS WHEREOF, this instrument has been executed this 20th day of July, 2009.

CASTLEMAN DRIVE PARTNERS,
a Tennessee general partnership

By: J. T. Rochford

Its: G.P.

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 the General Partner of Castleman Drive Partners, a Tennessee general partnership, the within named bargainor, and that he as such General Partner, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the general partnership by himself as General Partner.

WITNESS my hand and official seal at Nashville, Tennessee this 20th day of July, 2009.

John Cobb Rochford
Notary Public

my commission expires: 1/3/2011

JOHN COBB ROCHFORD
NOTARY PUBLIC AT LARGE
DAVIDSON COUNTY, TENNESSEE

EXHIBIT A

THE PROPERTY

Land in Davidson County, Tennessee, being Lots Nos. 55, 56 and 57 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.

Said Lot No. 55 fronts 108 feet on the south side of Castleman Drive and runs back between parallel lines 250 feet to a dead line and measuring 100 feet thereon.

Said Lot No. 56 fronts 100 feet on the southerly side of Castleman Drive and extends between parallel lines 250 feet to a dead line in the rear.

Said Lot No. 57 fronts 100 feet on the southerly side of Castleman Drive and runs back between parallel lines 250 feet to a dead line in the rear.

Being the same property conveyed by Quitclaim Deed from Walter Dowell Wright a/k/a Walter Wright to Castleman Drive Partners, a Tennessee general partnership, of record in Instrument No. 20070215-0019537, Register's Office for Davidson County, Tennessee.

EXHIBIT "B"

BY-LAWS
OF
CASTLEMAN DRIVE TOWNHOMES HOMEOWNERS ASSOCIATION, INC.

ARTICLE I
DEFINITIONS

The following words, when used herein, shall have the following meanings:

Section 1. "Association" shall mean Castleman Drive Townhomes Homeowners Association, Inc., a Tennessee not-for-profit corporation, its successors and assigns, which has as its Members all owners of Lots in the Property.

Section 2. "Board" or "Board of Directors" shall mean the Board of Directors of the Association as described in Article IV hereof.

Section 3. "Charter" shall mean the Charter of the Association as filed with the Office of the Secretary of State for Tennessee.

Section 4. "Declaration" shall mean the instrument headed "Declaration of Covenants, Conditions and Restrictions for Castleman Drive Townhomes" recorded in the Register's Office for Davidson County, Tennessee, and any amendments thereto.

Section 5. "Developer" shall have the meaning given it in the Declaration.

Section 6. "Member" shall mean and refer to those persons entitled to membership in the Association as provided in the Declaration.

Section 7. "Common Area" shall have the meaning given it in the Declaration.

Section 8. "Lot" shall have the meaning given it in the Declaration.

Section 9. "Lot Owner" shall have the meaning given it in the Declaration.

Section 10. "Plat" shall have the meaning given it in the Declaration.

Section 11. "Property" shall hive the meaning given it in the Declaration.

ARTICLE II
NAME

The name of the Association is Castleman Drive Townhomes Homeowners Association, Inc. Meetings of Members and Directors may be held at such places within the State of Tennessee, County of Davidson, as may be designated by the Board of Directors.

ARTICLE III
MEETING OF MEMBERS

Section 1. Annual Meeting. The first annual meeting of the Members shall be held within one (1) year from sale of the last Lot owned by Developer and meetings of the Members shall be held annually thereafter as designated by the Board of Directors.

Section 2. Special Meetings. Special meetings of the Members may be called at any time by the president or by the Board of Directors, or upon written request of the Members who are entitled to vote two-thirds (2/3rds) of all of the votes of the membership.

Section 3. Notice of Meetings. Written notice of each meeting of the Members shall be

given by, or at the direction of, the secretary or person authorized to call the meeting, by mailing a copy of such notice, postage prepaid, at least fifteen (15) days before such meeting to each Member entitled to vote at the meeting, addressed to the Member's address last appearing on the books of the Association, or supplied by such Member to the Association for the purpose of notice. Such notice shall specify the place, day and hour of the meeting and in the case of a special meeting, the purpose of the meeting.

Section 4. Quorum. The presence at the meeting of any combination of Members entitled to cast, or of proxies entitled to cast, fifty percent (50%) of the votes of each class of membership shall constitute a quorum for any action except as otherwise provided in the Charter, the Declaration, or these Bylaws. If however such quorum shall not be present or represented at any meeting, the Members entitled to vote at the meeting shall have the power to adjourn the meeting from time to time, without notice, other than announcement at the meeting, until a quorum as aforesaid shall be present or be represented.

Section 5. Proxies. At all meetings of the Members, each Member may vote in person or by proxy. All proxies shall be in writing and filed with the secretary. Every proxy shall be revocable and shall automatically cease upon conveyance by the Member, of the Member's Lot.

ARTICLE IV
BOARD OF DIRECTORS

Section 1. Number. The affairs of the Association shall be managed by a Board of Directors. The initial Board of Directors of the Association shall consist of three (3) persons, who need not be Members of the Association, who shall be appointed by the Developer and who shall serve until the first annual meeting of the Members. From the first annual meeting of the Members and thereafter, the Board of Directors shall consist of three (3) persons, who need not be Members of the Association, who shall be elected by the Members as hereinafter described.

Section 2. Term of Office. At the first annual meeting, the Members shall elect one director for a term of one year, one director for a term of two years and one director for a term of three years. Thereafter, at each annual meeting, the Members shall elect directors for a term of three years for the vacancies that are to be filled.

Section 3. Removal. Any director may be removed from the Board, with or without cause, by a majority vote of the Members of the Association, or in the case of the initial Board, by the Developer. In the event of death, resignation or removal of a director, a successor shall be selected by the remaining Members of the Board. (or in the case of the initial Board, by the Developer) to serve the remainder of such unexpired term.

Section 4. Compensation. No director shall receive compensation for any service rendered to the Association. However, any director may be reimbursed for actual expenses incurred in the performance of required duties.

Section 5. Action Taken Without a Meeting. The directors shall have the right to take any action in the absence of a meeting that they could take at a meeting, by obtaining the written approval of the directors. Any action so approved shall have the same effect as though taken at a meeting of the directors.

ARTICLE V
NOMINATION AND ELECTION OF DIRECTORS

Section 1. Nomination. Nomination for election to the Board of Directors shall be made

by a Nomination Committee. Nomination may also be made from the floor at the annual meeting. The Nomination Committee shall consist of a Chairman who shall be a member of the Board of Directors and two or more Members of the Association. The Nomination Committee shall be appointed by the Board of Directors prior to each annual meeting of the Members, to serve from the close of such annual meeting until the close the next annual meeting and such appointment shall be announced at each annual meeting. The Nomination Committee shall make as many nominations for election to the Board of Directors as it shall in its discretion determine, but not less than the number of vacancies that are to be filled. Nominations may be made from among Members or non-members.

Section 2. Election. Election to the Board of Directors shall be by secret, written ballot. At such election the Members or their proxies may, in respect to each vacancy cast as many votes as they are entitled to exercise under the provisions of the Declaration. The persons receiving the largest number of votes shall be elected. Cumulative voting is not permitted, therefore no member may vote for less than the number of vacancies to be filled, and no Class A member may cast more than one vote (per Lot owned) for the same person.

ARTICLE VI
MEETING OF DIRECTORS

Section 1. Regular Meetings. Regular meetings of the Board of Directors shall be held at intervals established by the Board and may be held without further notice, at such place and hour as may be fixed from time to time by resolution of the Board. Should said meeting fall upon a legal holiday, then that meeting shall be held at the same time on the next day following that is not a legal holiday. The Board shall meet at least monthly for the first year and thereafter at least quarterly.

Section 2. Special Meeting. Special meetings of the Board of Directors shall be held when called by the president of the Association, or by any two directors, after not less than three (3) days notice to each director.

Section 3. Quorum. A majority of the number of directors shall constitute a quorum for the transaction of business. Every act or decision done or made by a majority of the directors present at a duly held meeting at which a quorum is present shall be regarded as the act of the Board.

ARTICLES VII
POWERS AND DUTIES

Section 1. Powers. The Board of Directors shall have the power to:

(a) Adopt and publish rules and regulations governing the use of the Common Area and facilities and the personal conduct of the Members and their guests while thereon and to establish penalties for the infraction thereof;

(b) Suspend the voting rights and right to use of the Common Area of a Member during any period in which such Member shall be in default in the payment of any assessment levied by the Association;

(c) Exercise for the Association all powers, duties and authority vested in or delegated to the Association, and not reserved to the membership by other provisions of these Bylaws, the Charter or the Declaration;

(d) Declare the office of a member of the Board of Directors to be vacant in the

event such member shall be absent from three (3) consecutive regular meetings of the Board of Directors;

(e) Employ a manager, an independent contractor, or such other employees as they deem necessary, and to prescribe their duties.

Section 2. Duties. It shall be the duty of the Board of Directors to:

(a) Cause to be kept a complete record of all its acts and corporate affairs and to present a statement thereof to the Members at the annual meeting of the Members, or at any special meeting when such statement is requested in writing by one-half (1/2) of the Members who are entitled to vote;

(b) Supervise all officers, agents and employees of the Association, and see that their duties are properly performed;

(c) As more fully provided in the Declaration, to:

(1) Fix the amount of the annual assessment against each Lot which is subject to assessment at least thirty (30) days in advance of each annual assessment period; and

(2) Send written notice of each assessment to every Lot Owner subject thereto at least thirty (30) days in advance of each annual assessment period; and

(3) Foreclose the lien against any Lot for which assessments are not paid within thirty (30) days after due date or to bring an action at law against the Lot Owner personally obligated to pay the same.

(d) Issue, or cause an appropriate officer to issue, upon demand by any person, a certificate setting forth whether any assessment has been paid signed by an officer of the Association. A reasonable charge may be made by the Board for the issuance of such certificates. If a certificate properly signed and executed states that an assessment has been paid, such certificate shall be conclusive evidence of such payment;

(e) Procure and maintain adequate liability, hazard, and other insurance on property owned by the Association;

(f) Cause the Common Area to be maintained.

ARTICLE VIII
OFFICERS AND THEIR DUTIES

Section 1. Enumeration of Officers. The officers of this Association shall be a president and a vice-president, who shall at all times be Members of the Board of Directors, a secretary, a treasurer, and such other officers as the Board may from time to time by resolution create.

Section 2. Election of Officers. The election of officers shall take place at the first meeting of the Board of Directors following each annual meeting of the Members.

Section 3. Term. The officers of the Association shall be elected annually by the Board and each shall hold office for one (1) year unless such officer shall sooner resign, or be removed, or otherwise become disqualified to serve.

Section 4. Special Appointments. The Board may elect such other officers as the affairs

of the Association may require, each of whom shall hold office for such period, have such authority and perform such duties as the Board may from time to time determine.

Section 5. Resignation and Removal. Any officer may be removed from office with or without cause, by the Board. Any officer may resign at any time by giving written notice to the Board, the president or the secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 6. Vacancies. A vacancy in any office may be filled by appointment by the Board. The officer appointed to such vacancy shall serve for the remainder of the term of the vacant office.

Section 7. Multiple Offices. The offices of secretary and treasurer may be held by the same person. No person shall simultaneously hold more than one of any of the other offices except in the case of special offices created pursuant to Section 4 of this Article.

Section 8. Duties. The Duties of the officers are as follows:

(a) President. The president shall preside at all meetings of the Board of Directors; shall see that orders and resolutions of the Board are carried out; sign all leases, mortgages, deeds and other written instruments; and co-sign all checks and promissory notes.

(b) Vice-President. The vice-president shall act in the place and stead of the president in the event of the President's absence, inability or refusal to act, and shall exercise and discharge such other duties as may be required by the Board.

(c) Secretary. The secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board and the Members; serve notice of meetings of the Board and of the Members; keep appropriate current records showing the Members of the Association together with their addresses; arid perform such other duties as required by the Board.

(d) Treasurer. The treasurer shall receive and deposit in appropriate bank accounts all monies of the Association; disburse such funds as directed by resolution of the Broad of Directors; sign all checks and promissory notes of the Association; keep proper books of account; prepare an annual budget and a statement of income and expenditures to be presented to the membership at its regular annual meeting; and deliver a copy of each to the Members.

ARTICLE IX
COMMITTEES

After completion of construction of residences on all Lots and sale of all Lots by Developer, the Association shall appoint an Architectural Control Committee, as provided in the Declaration and a Nomination Committee, as provided in these Bylaws. In addition, the Board of Directors may appoint other committees as deemed appropriate in carrying out its purpose.

ARTICLE X
BOOKS AND RECORDS

The books, records and papers of the Association, and the Declaration, Charter and Bylaws shall be available for inspection by any Member or by the holder, guarantor or

insurer of any first mortgage, at the principal office of the Association during normal business hours where, copies may be purchased at reasonable cost.

ARTICLE XI
ASSESSMENTS

As more fully provided in the Declaration, each Lot owned by a transferee from a homebuilder from and after the time set forth in the Declaration and after establishment of annual assessments by the Board, is subject to annual and special assessments that are secured by a continuing lien upon the Lot against which the assessment is made, and each Owner of such a Lot shall be personally obligated for such assessments. Any assessments that are not paid when due shall be delinquent. If the assessment is not paid within thirty (30) days after the due date, the assessment shall be subject to a late charge in an amount established by the Board of Directors and shall accrue interest from the date of delinquency at the maximum rate allowed by applicable law. The Association may bring an action at law against the Lot Owner personally obligated to pay the assessment, or foreclose the lien against the Lot and interest, costs and reasonable attorney's fees of any such action shall be added to the amount of such assessment. No Lot Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of the Lot.

ARTICLE XII
AMENDMENTS

Section 1. These Bylaws may be amended, at a regular or special meeting of the Members, by a vote of seventy-five percent (75%) of the Members voting in person, or by proxy.

Section 2. In the case of any conflict between the Charter and these Bylaws, the Charter shall control; and in case of any conflict between the Declaration and these Bylaws, the Declaration shall control,

ARTICLE XIII
MISCELLANEOUS

The fiscal year of the Association shall begin on the first day of January and end on the 31st day of December of every year, except that the first fiscal year shall begin on the date of incorporation.

EXHIBIT "C"
DRAWINGS

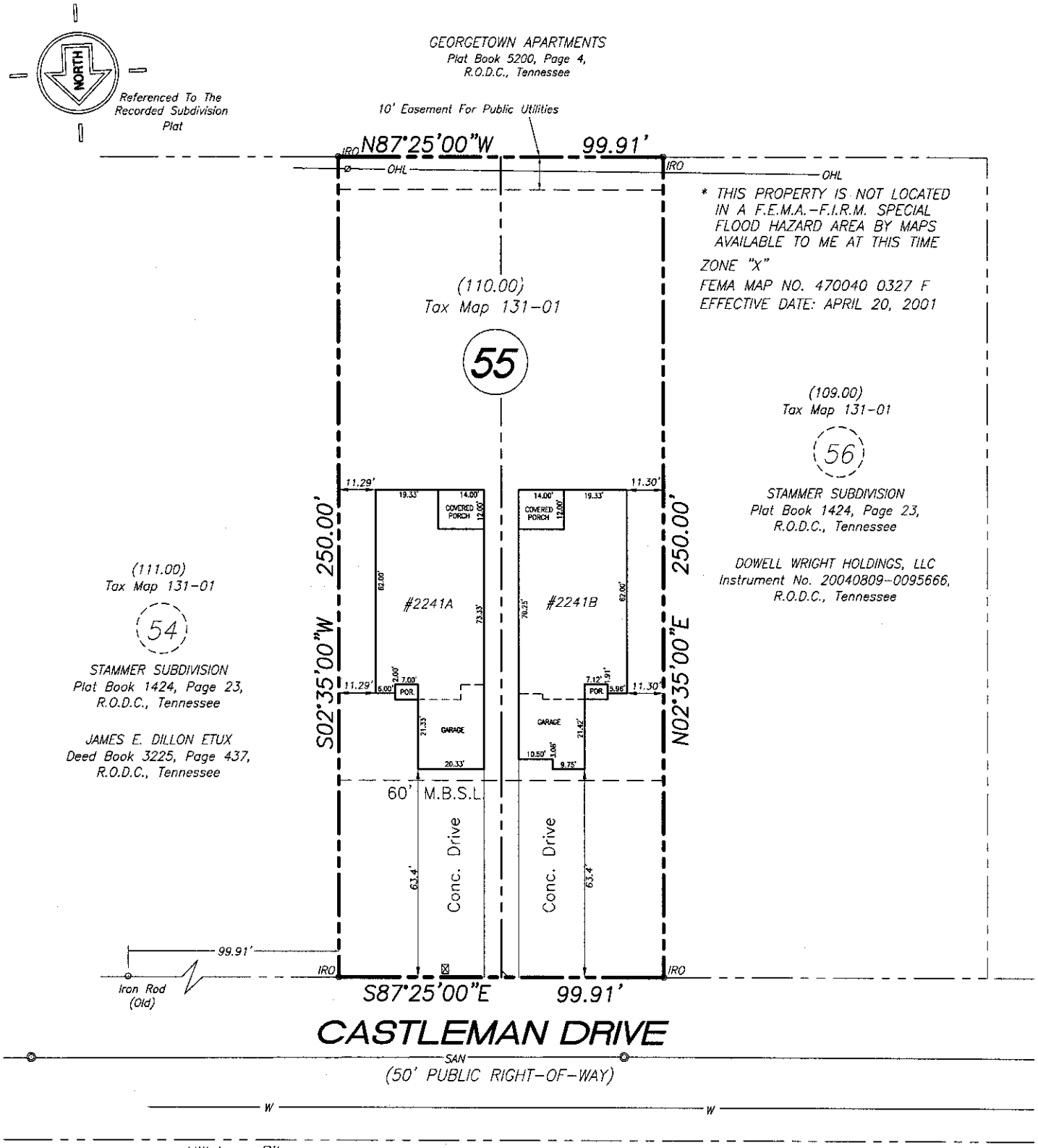


EXHIBIT MAP
2241A-2241B CASTLEMAN DRIVE

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:
Castleman Drive Partners
Instrument No. 20070215-0019537
R.O.D.C., Tennessee

SCALE : 1" = 40'

0' 20' 40' 80' 120'

GRAPHIC SCALE

Date: July 16, 2009

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

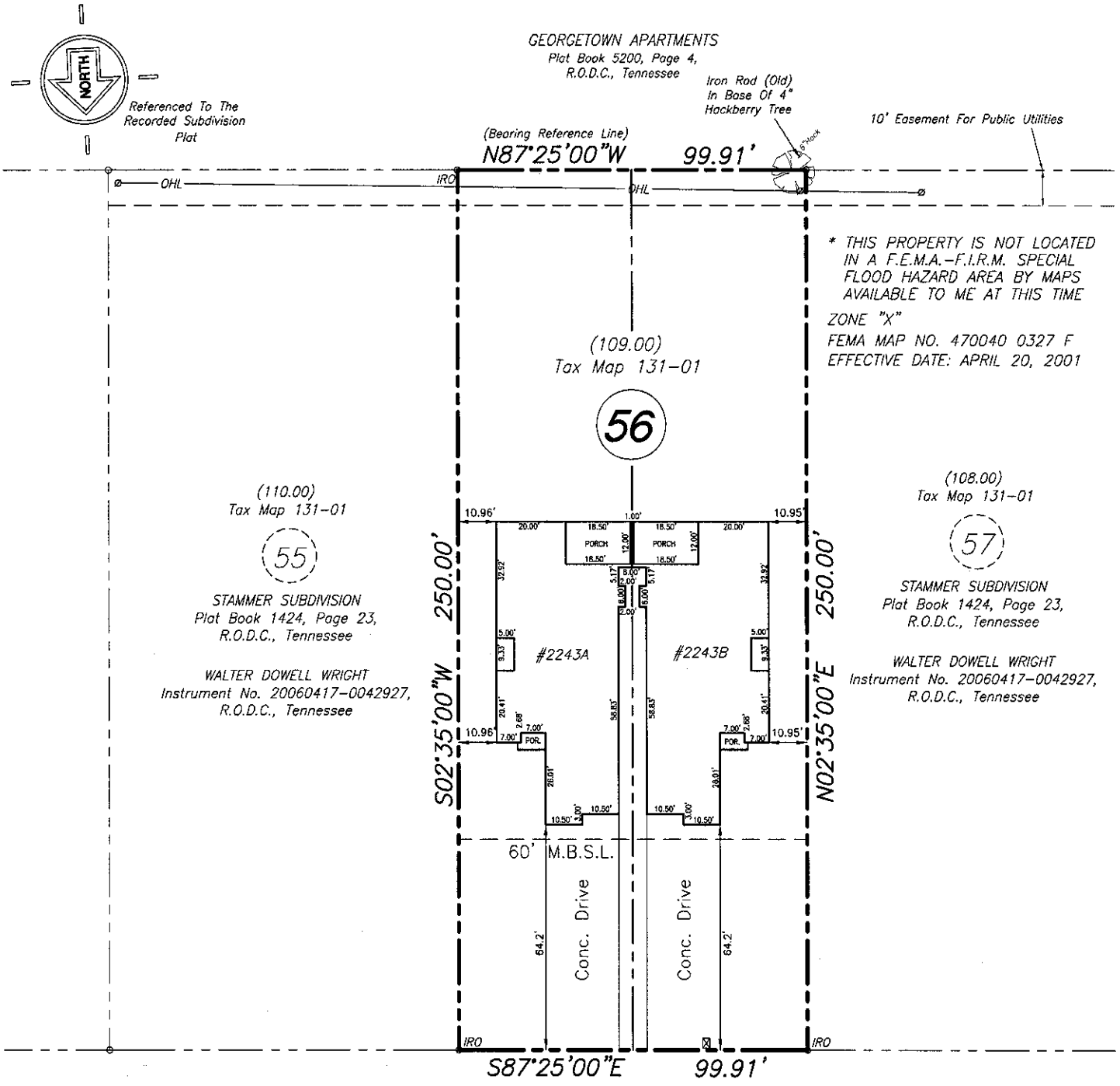


EXHIBIT MAP
2243A-2243B CASTLEMAN DRIVE

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: July 16, 2009

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

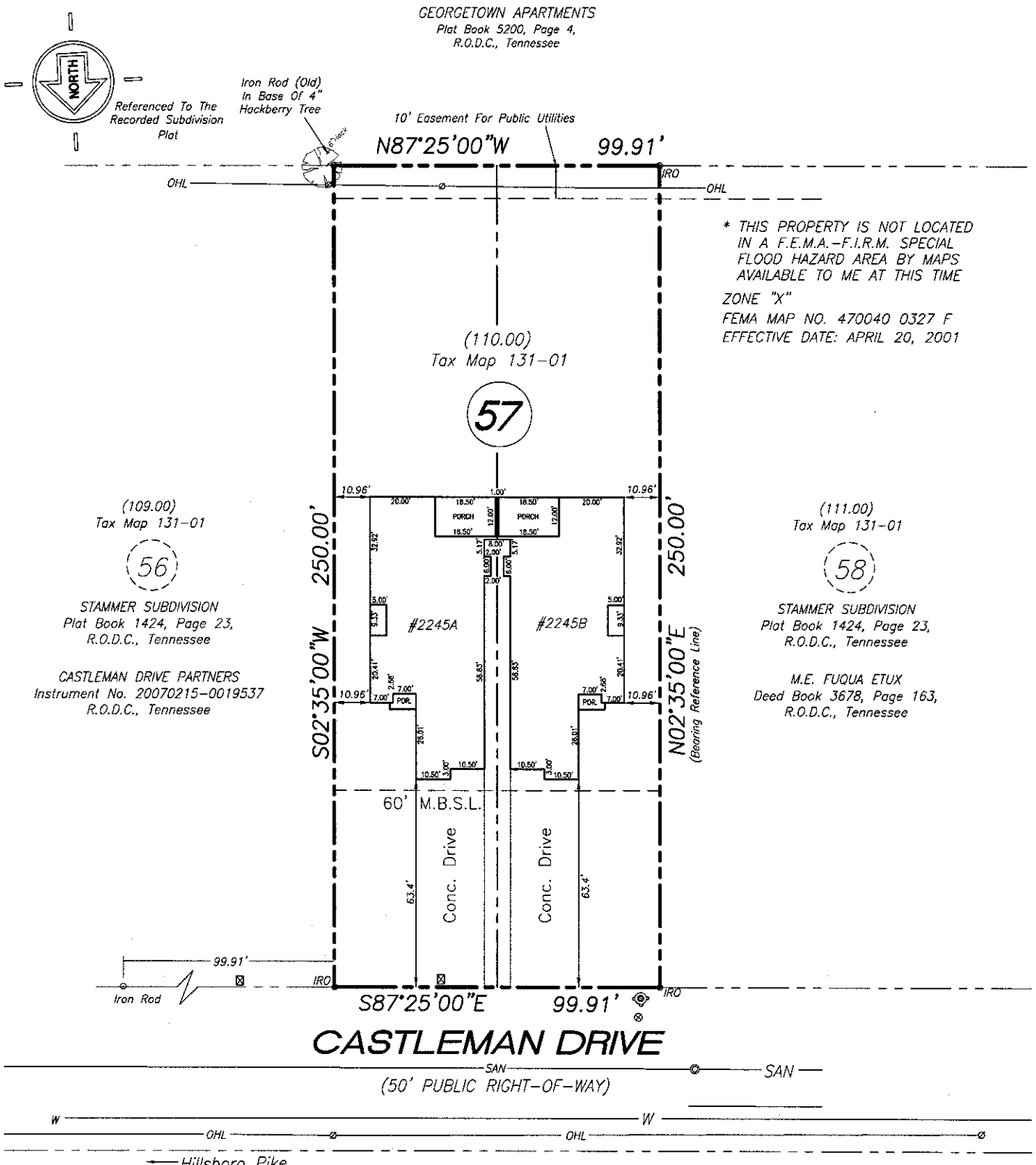


EXHIBIT MAP

2245A-2245B CASTLEMAN DRIVE

PROPERTY LOCATED:
2245A-2245B Castleman Drive
34th Councilmanic District
Metropolitan Nashville, Davidson County, Tennessee

LAND DESCRIPTION:
Lot No. 57, Stammer Subdivision
Plat Book 1424, Page 23. R.O.D.C., Tennessee

DEED REFERENCE:
Castleman Drive Partners
Instrument No. 20070215-0019537,
R.O.D.C., Tennessee

SCALE : 1" = 40'

0' 20' 40' 80' 120'

GRAPHIC SCALE

Date: July 20, 2009

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

Certificate of Authenticity

I, John Cobb Rochford, do hereby make oath that I am a licensed attorney and/or the custodian of the electronic version of the attached document tendered for registration herewith and that this is a true and correct copy of the original document executed and authenticated according to law.

John Cobb Rochford

Signature

State of Tennessee

County of Davidson

Personally appeared before me, Tara Steward, a notary public for this county and state, John Cobb Rochford who acknowledges that this certification of an electronic document is true and correct and whose signature I have witnessed.

Tara Steward

Notary's Signature

TARA STEWARD
STATE OF TENNESSEE NOTARY PUBLIC
DAVIDSON COUNTY

My Commission Expires: 8/23/11.