This instrument prepared by:
Law Office of John Cobb Rochford
2200 Abbott Martin Road, Suit 201
Nashville, TN 37215

Davidson County DEEDMAST
Recvd: 12/04/12 13:13 14 pgs
Fees:72.00 Taxes:0.00
20121204-0111496

DECLARATION

OF

HOMES OF ACKLEN, A PLANNED UNIT DEVELOPMENT

ARTICLE I
SUBMISSION; DEFINED TERMS

Section 1.1. Submission of Real Estate. Jeff and Tammy King (the "Declarant"), owners in fee simple of the real estate described in Section 2.2 located in Davidson County, Tennessee, hereby submit the real estate, together with all easements, rights and appurtenances thereto and the buildings and improvements erected or to be erected thereon (collectively, the "Property") to the provisions of T.C.A. sec. 66-27-101 through 507, known as the Horizontal Property Act (the "Act") for the purpose of creating a Planned Unit Development.

Section 1.2 Defined Terms. Each capitalized term not otherwise defined in this Declaration or in the Plat shall have the meanings specified or used in the Act.

ARTICLE II
NAMES; DESCRIPTION OF REAL ESTATE; PLAT AND PLANS

Section 2.1. Names.

(a) Planned Unit Development. The name of the Planned Unit Development is HOMES OF ACKLEN, A PLANNED UNIT DEVELOPMENT.

(b) Association. The name of the Association is HOMES OF ACKLEN, INC., a Tennessee corporation.

(c) Bylaws. The bylaws of the Association are attached hereto as Exhibit "C".

Section 2.2. Real Estate. The Planned Unit Development is located in Davidson County, Tennessee. The real estate of the Planned Unit Development is described in Exhibit "A".

Section 2.3. Plat. The Plat attached hereto as Exhibit "B" is made a part of this Declaration for the purpose of describing the Planned Unit Development and the Units.

ARTICLE III
THE ASSOCIATION

Section 3.1 Authority. The business affairs of the Planned Unit Development shall be managed by the Association. The Association shall be governed in accordance with its Bylaws, as amended from time to time.

Section 3.2 Powers. The Association shall have all of the powers, authority and duties permitted pursuant to the Act necessary and proper to manage the business and affairs of the Planned Unit Development.

ARTICLE IV
UNITS

Section 4.1 Identification of Units. The identifying number or letter of each Unit is shown on the Plat.

Section 4.2 Unit Boundaries. The boundaries of each Unit are located as shown on the Plat. Each Unit is more particularly described as a separate free standing building, together with the land located under said free standing building, together with the heating, hot water and air conditioning apparatus exclusively serving the Unit whether or not located within the boundaries of the Unit. The Units are considered Private Elements as defined by the Act.

Section 4.3 Alterations of Units. Subject to the rights of the owner of the other Unit to approve any modification to the exterior of the Unit, which approval will not be unreasonably withheld, a Unit may be improved or altered as provided in the Act.

ARTICLE V
LIMITED COMMON ELEMENTS

Section 5.1 Limited Common Elements. A "Limited Common Element" means a portion of the Common Elements, designated in this Declaration, or on the Plat, or by the Act, for the exclusive use of one of the Units.

ARTICLE VI
COMMON ELEMENTS

Section 6.1 Common Elements. "Common Elements" means all real and personal property within the Property other than the Units and Private Elements and the Limited Common Elements, which are now or hereafter owned by the Association. The Common Elements, if any, are designated on the Plat and shall be held by the Association for the common use and enjoyment of the Unit Owners. The Common Elements of HOMES OF ACKLEN, A PLANNED UNIT DEVELOPMENT, include party wall between the units. "Common Elements" as used herein shall also mean "General Common Elements" as set forth in the Act. Each wall built as a part of the original construction of a structure upon the Private Elements and placed on the dividing line between two Units shall constitute a party wall and, to the extent not inconsistent with the provisions of this Declaration, the general rules of law regarding party walls and liability for property damage due to negligence or willful acts or omissions shall apply thereto.

ARTICLE VII
MAINTENANCE, REPAIR AND REPLACEMENT

Section 7.1 Units. The Owner of a Unit shall maintain, repair and replace the Unit.

Section 7.2 Limited Common Elements. The Owner of a Unit to which the Limited Common Elements described herein or in Exhibit B are allocated shall maintain, repair and replace those Limited Common Elements.

Section 7.3 Common Elements. The cost of maintenance and repair of the common party wall, if applicable, shall be shared equally between the two Units except to the extent that damage causing such repair is specifically caused by one of the Units.

The following provisions shall apply to all party walls constructed in the Property: (i) The cost of reasonable repair and maintenance of a party wall shall be shared by the Unit Owners who make use of the wall in proportion to such use. (ii) If a party wall is destroyed or damaged by fire or other casualty, any Unit Owner who has used the wall may restore it. If other Unit Owners make use of the wall, they shall contribute to the cost of restoration thereof in proportion to such use; subject, however, to the right of any Unit Owners to call for a larger contribution from the others under any rule of law regarding liability for negligence or willful acts or omissions. (iii) The Unit Owner may construct or reconstruct a party wall subject to and within the limitations of architectural Unit to the extent reasonably necessary to perform the construction. The construction shall be done expeditiously. Upon completion of the construction, the Unit Owner shall restore, as is reasonably practicable, the adjoining Unit to as near the same condition which prevailed on or before the commencement of the construction. (iv) The right of any Unit Owner to contribution from any other Unit Owner under this section shall be appurtenant to the land and shall pass to the Unit Owner's successors in title. (v) If any Unit Owner desires to sell his Unit, he may, in order to assure a prospective purchaser that no adjoining Unit Owner(s) has a right of contribution, provide a certification that no right of contribution exists. It shall be the duty of each adjoining Unit Owner to make a

certification as to whether there is any pending claim of contribution immediately upon request and without charge.

Section 7.4 Expense Allocation. Any Common Expense associated with the maintenance, repair or replacement of a Limited Common Element shall be assessed to the Unit which the Limited Common Element is assigned.

ARTICLE VIII
DEVELOPMENT RIGHTS

The Declarant reserves the right to amend this Declaration or the Plat, except for amendments altering the boundaries between adjoining Units, subdividing Units, and changing the allocated percentage of ownership allocated to such Units owned by the Declarant prior to the conveyance of both Units to a person other than the Declarant.

ARTICLE IX
ALLOCATED INTERESTS

The undivided interest in the Common Elements, the Common Expense liability, if any, and votes in the Association are allocated equally to each Unit.

ARTICLE X
RESTRICTIONS ON USE, ALIENATION AND OCCUPANCY

Section 10.1 Use and Occupancy Restrictions. The following use restrictions apply to all Units and to the Common Elements:

(a) Residential Use. No part of the Units or the Common Elements may be used for purposes other than housing and the related common purposes for which the Planned Unit Development was designed and as allowed by municipal zoning laws. Each Unit shall be used as a residence or such other use permitted by this Declaration, and for no other purpose, except that professional and quasi-professional people may use their residence (not in violation of municipal zoning laws) as an ancillary or secondary facility to an office established elsewhere. The foregoing restrictions as to residence shall not, however, be constructed in such manner as to prohibit the Owner of a Unit from: (i) maintaining a personal professional library; (ii) keeping his personal business or professional records or accounts; (iii) handling his personal business or professional telephone calls or correspondence. Such uses are expressly declared customarily incident to the principal residential use and not in violation of the foregoing restriction.

(b) Improper Activities. No immoral, improper, unlawful or offensive activity shall be carried on in any Unit or upon the Common Elements, nor shall anything be done which may be or become an annoyance or nuisance to the Owners of Units. A Unit

Owner shall not do or permit anything to be done or keep or permit to be kept in his Unit or on the Common Elements that will increase the rate of insurance on the Planned Unit Development.

(c) Signs. No signs or other advertising devices shall be displayed which are visible from the exterior of any Unit or on the Common Elements, including "For Sale" signs, except in conformity with Rules and Regulations promulgated by the Association.

(d) Antennae. No exterior radio, television, microwave, or other antennae or antennae dish or signal capture and distribution device shall be permitted outside any Unit except as expressly permitted by applicable law.

(e) Rules and Regulations. In addition to the restrictions set forth in subparagraphs (a)-(d) of this Section 10.1, the use of Units, the Common Elements, and the Limited Common Elements shall be subject to such Rules and Regulations as may be adopted by the Association.

Section 10.2. Restrictions on Alienation. A Unit shall be subject to the following restrictions on alienation:

(a) A Unit may not be conveyed pursuant to a time-sharing arrangement.

(b) A Unit may not be leased or rented for a term of less than six (6) months. All leases and rental agreements shall be in writing and subject to the reasonable requirements of the Association.

ARTICLE XI
EASEMENTS AND LICENSES

Section 11.1. Recording Data. All easements and licenses to which the Planned Unit Development is presently subject are shown on the Plat.

ARTICLE XII
RIGHTS OF MORTGAGEES

Notwithstanding anything to the contrary contained in this Declaration or in the By-Laws of the Association, all terms, conditions, regulations, and requirements which are now existing, or which may be amended from time to time by the Federal National Mortgage Association, the Federal Home Loan Mortgage Corporation, or the Federal Home Loan Bank Board, pertaining to condominiums or townhomes, are hereby incorporated as terms and conditions of this Declaration and By-Laws and such shall be

governing upon the Property, Declarant, and the Association, so long as such terms or conditions are not inconsistent with the Act.

IN WITNESS WHEREOF, the Declarant has executed this Declaration this 27th day of November, 2012.

Jeff King

Tammy King

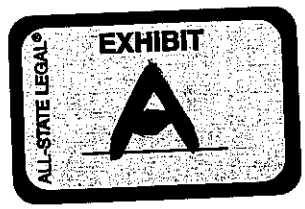
STATE OF Tennessee)
COUNTY OF Davidson)

Before me, the undersigned Notary Public, personally appeared Jeff King and Tammy King, who are known to me or proved to me on the basis of satisfactory evidence, and who acknowledged that they executed the foregoing instrument for the purposes therein contained.

Witness my hand and official seal, this 27th day of November, 2012.

Notary Public
My Commission Expires: 1/6/2015

JOHN COBB ROCHFORD
STATE OF TENNESSEE NOTARY PUBLIC
COUNTY OF DAVIDSON



Land in Davidson County, Tennessee, being Lot A on the Plan of Resubdivision of the Easterly part of Lot 92 on the Map of Waverly Land Company's Waverly Place of record in Book 4715, page 45, Register's Office for Davidson County, Tennessee.

Being the same property conveyed to Jeffrey C. King and wife, Tammy R. King by Warranty Deed from Joseph Frierson dated May 31, 2006, of record as Instrument No. 20060531-0063936, said Register's Office.

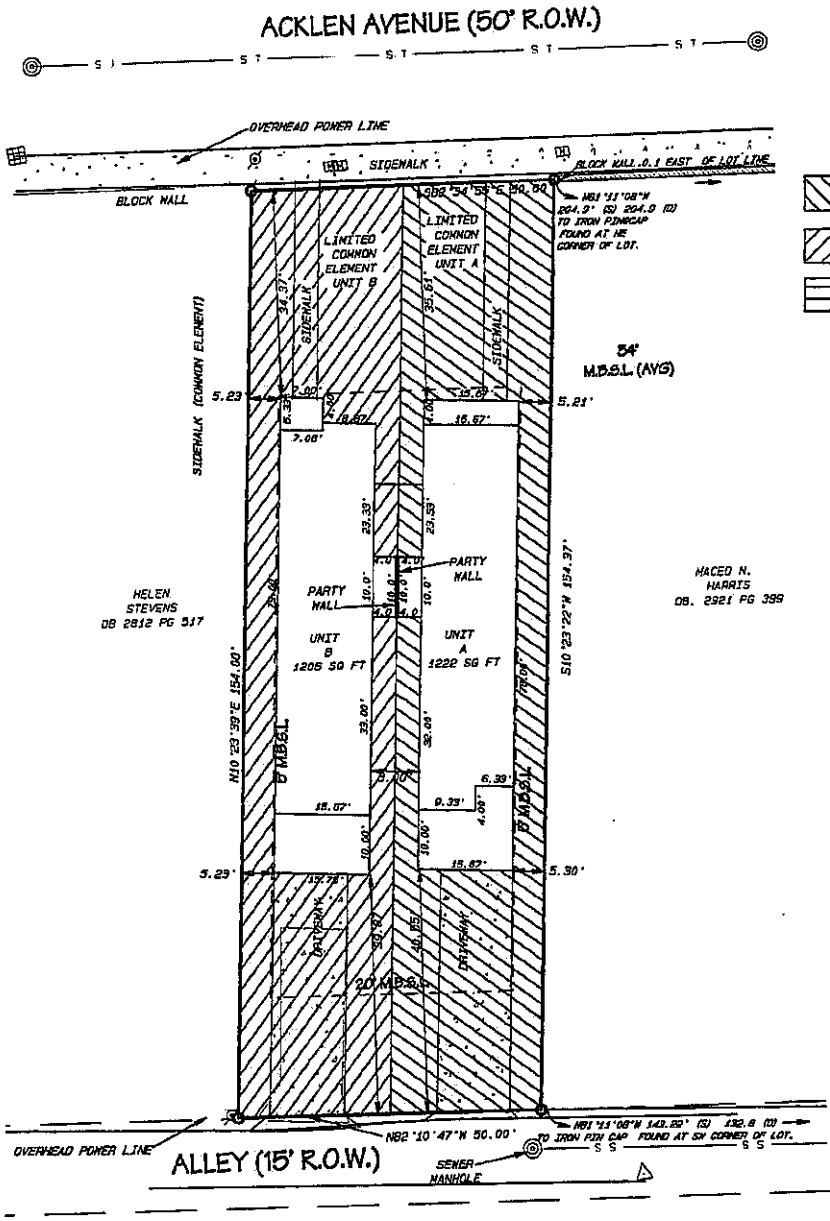
ALL-STATE LEGAL®

EXHIBIT

B

GRAPHIC SCALE 1"=20'

0 20 40 80



LEGEND:

- ● (FDIR) FOUND IRON ROD
- ⊙ SET IRON ROD AND CAP
- TREE
- (M) MEASURED/FIELD
- (P) PLAT/RECORD
- (C) CALCULATED
- M.B.S.L. MINIMUM BUILDING SETBACK LINE
- —×— FENCE
- D.U.A.E. DRAIN, UTILITY & ACCESS ESMT
- LIMITED COMMON ELEMENT UNIT A
- LIMITED COMMON ELEMENT UNIT B
- COMMON ELEMENT UNIT A&B

NOTES:

1. BEARINGS SHOWN HEREON ARE BASED ON ASSUMED NORTH.
2. NO TITLE COMMITMENT HAS BEEN PROVIDED AS OF THE DATE OF THIS SURVEY. THIS SURVEY IS SUBJECT TO THE FINDINGS OF AN ACCURATE TITLE SEARCH WHICH MAY REFLECT INFORMATION CURRENTLY NOT PROVIDED TO THIS SURVEYOR.
3. MINIMUM BUILDING SETBACKS AS SHOWN PER DAVIDSON COUNTY ZONING. CONTRACTOR TO VERIFY PRIOR TO CONSTRUCTION.
4. THIS PROPERTY LIES IN A NON-PRINTED FLOOD MAP PANEL AREA.

PARCEL INFO:

ADDRESS:
1011 ACKLEN AVENUE

ZONING:
R8

PARCEL ID:
10509019900

SETBACKS:
FRONT SETBACK= 34 FEET BASED ON ADJACENT HOUSE LOCATIONS

REAR SETBACK= 20 FEET.

SIDE SETBACKS = 5 FEET.



ROGER HARRAH LS 2039

THIS SURVEY IS NOT A GENERAL PROPERTY SURVEY AS DEFINED UNDER RULE 0820-3-07.

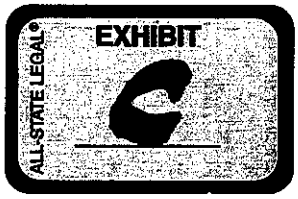
Harrah & ASSOCIATES
SURVEYORS • PLANNERS
1722A GENERAL GEORGE PATTON
SUITE 400
BRENTWOOD, TN 37027
PHONE: (615) 778-0863
FAX: (615) 778-0885
E-MAIL: rogerh@harrahgroup.com

EXHIBIT "B" SITE PLAN
OF
HOMES OF ACKLEN

A PLANNED UNIT DEVELOPMENT
AT 1011 ACKLEN AVENUE, NASHVILLE, DAVIDSON COUNTY
PARCEL ID# 10509019900 R.O.D.C., TN.

FOR
DONALD THOMPSON CONSTRUCTION

DATE OF DRAWING: 11-12-12	
MANAGER: RHH	CADD: SLN
PROJECT NUMBER: T281	
FIELD BOOK NUMBER:	
LAST FIELD WORK:	
CREW CHIEF (S): SLN	
COMPUTER FILE: T281003_SP.PRO	
SCALE: 1"=20'	SHEET 1 OF 1



BYLAWS

OF

HOMES OF ACKLEN, INC

ARTICLE I

Members (Unit Owners)

Section 1. Eligibility. The members of HOMES OF ACKLEN, INC., a Tennessee corporation (the "Association"), existing in accordance with the provisions of Tennessee Code Annotated Section 66-27-401, shall consist of the Owners of the Units within the HOMES OF ACKLEN PLANNED UNIT DEVELOPMENT (the "Property"). The Declaration which created the development (the "Declaration"), to which this document is attached, is recorded in the Register's Office for Davidson County, Tennessee. These and other terms are used in these Bylaws as they are defined in the Declaration. The words "member" or "members" as used in these Bylaws shall mean and shall refer to an Owner of a Unit or Unit Owner as defined in the Declaration. If a Unit Owner is a land title holding trust under the terms of which all powers of management, operation and control of the Unit remain vested in the trust beneficiary, then the member shall be the beneficiary of such trust.

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

Section 3. Meetings. The members may convene a meeting of Unit Owners to transact business of the Association as and when mutually agreed by the members of the Association.

ARTICLE II

Board of Directors

Section 1. Number, Election and Term of Office. The Board of Directors of the Association (sometimes referred to herein as the "Board") shall consist of two (2) persons (hereinafter referred to as "Directors"). One Director shall be elected or appointed by each Unit Owner.

Section 2. Qualification. Each Director shall be a Unit Owner or the spouse of a Unit Owner (or, if a Unit Owner is a trustee of a trust, a Director may be a beneficiary of such trust, and if a Unit Owner or such a beneficiary is a corporation or partnership, a Director may be an office, partner or employee of such Unit Owner or beneficiary). If a Director shall cease to meet such qualifications during his terms, such Director shall cease to be a Director and his or her place on the Board shall be deemed vacant.

Section 3. Vacancies. Any vacancy occurring in the Board shall be filled by vote or appointment by the Unit Owner represented by the vacant post. Any Director so elected to fill a vacancy shall hold office so long as (a) the Director remains qualified to be a Director, and (b) no new or replacement Director is appointed or elected by the Unit Owner to represent that Unit.

Section 4. Meetings. The Board may convene a meeting of the Directors to transact business of the Board as and when mutually agreed by the members of the Board.

Section 5. Indemnification. With respect to claims or liabilities arising out of service as a Director of the Association, the Association shall indemnify and advance expenses to each present and future Director (and his or her estate, heirs, and personal representatives) to the fullest extent allowed by the laws of the State of Tennessee, both as now in effect and as hereafter adopted or amended.

Section 6. Immunity. To the fullest extent allowed by the laws of the State of Tennessee, both as now in effect and as hereafter adopted or amended, each present and future Director (and his or her estate, heirs, and personal representatives) shall be immune from suit arising from the conduct of the affairs of the Association.

Section 7. Compensation. Directors shall receive no compensation for their services as Directors, unless expressly provided for in resolutions duly adopted by the Unit Owners.

Section 8. Powers and Duties. The Board shall have the following powers and duties:

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

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

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

Section 9. Non-Delegation. Nothing in this Article or elsewhere in these Bylaws shall be considered to grant to the Board, the Association or to the officers of the Association any powers or duties which, by law, have been delegated to the Unit Owners. The Board shall not delegate any powers or authority to any party or parties other than the Unit Owners.

ARTICLE III

Officers

Section 1. Designation. At each meeting, the Directors shall elect the following officers of the Association by a majority vote:

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

(b) a Secretary, who shall keep the minutes of all meetings of the Board and of the Unit Owners, and who shall, in general, perform all the duties incident to the office of Secretary.

Section 2. Powers. The respective officers shall have the general powers usually vested in such officers.

Section 3. Term of Office. Each officer shall hold office until the earlier of (a) the date that such officer loses his or her status as a Unit Owner, or (b) the next meeting of the Board.

Section 4. Vacancies. Vacancies in any office shall be filled by the Board by a majority vote of the Directors.

Section 5. Execution Authority. Either of the President or Secretary may prepare, execute, certify, and record (a) any agreements which the Association may desire to enter into or (b) any amendments to the Declaration on behalf of the Association.

Section 6. Compensation. The officers shall receive no compensation for their services as officers, unless expressly provided for in a resolution duly adopted by the Unit Owners.

Section 7. Removal. The Board of Directors may remove any officer at any time with or without cause.

Section 8. Indemnification. With respect to claims or liabilities arising out of service as an officer of the Association, the Association shall indemnify and advance expenses to each present and future officer (and his or her estate, heirs and personal representatives) to the fullest extent allowed by the laws of the State of Tennessee, both as now in effect and as hereafter adopted or amended.

Section 9. Non-Delegation. Nothing in this Article or elsewhere in these Bylaws shall be considered to grant to the officers of the Association any powers or duties which, by law, have been delegated to the Unit Owners. The officers shall not delegate any powers or authority to any party or parties other than the Unit Owners.

ARTICLE IV

Amendments

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

ARTICLE V

Conflicts

These Bylaws are set forth to comply with the requirements of T.C.A Section 66-27-406, as it may be amended from time to time, and to allow the Bylaws to control in specific situations where such law allows. In case any of the Bylaws conflict with the provisions of said statute or of this Declaration, the provisions of said statute or of the Declaration, as the case may be, shall control.

The undersigned hereby certifies that the foregoing Bylaws were duly adopted as the Bylaws of HOMES OF ACKLEN, PLANNED UNIT DEVELOPMENT.

DATED this 27th day of November, 2012.

Jeff King

Tammy King

ATTORNEY CERTIFICATION

This document is intended to serve as the attorney's opinion which is required under the terms of TCA 66-27-103. The undersigned, John Cobb Rochford, an attorney licensed to practice law in the State of Tennessee, hereby declares that upon the proper recording of this certification and the following additional documents, all legal requirements for the creation of a Horizontal Property Regime development under the terms of the Tennessee Horizontal Property Act, TCA 66-27-101 et seq. will have been met:

1. DECLARATION OF HOMES OF ACKLEN, A PLANNED UNIT DEVELOPMENT
2. BY-LAWS OF HOMES OF ACKLEN, INC.
3. PLAT OF HOMES OF ACKLEN
4. ARTICLES OF INCORPORATION OF HOMES OF ACKLEN, INC

John Cobb Rochford

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 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, Meghan G. Murphy 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.

Notary's Signature

My Commission Expires: 9/9/2014

MEGHAN G. MURPHY
STATE OF TENNESSEE NOTARY PUBLIC
DAVIDSON COUNTY