(2)

PLEASE RETURN TO:
WARRANTY TITLE INS CO.
165 INDIAN LAKE BLVD STE 106
HENDERSONVILLE, TN 37075

This instrument prepared by:
James N. Bryan, Jr.
Attorney at Law
211 3rd Avenue, North
Nashville, TN 37201

BILL GARRETT, Davidson County
Trans:T20130074360 DEEDMAST
Recvd: 08/28/13 10:17 29 pgs
Fees:147.00 Taxes:0.00
20130828-0090678

DECLARATION AND MASTER DEED ESTABLISHING THE COTTAGES OF EASTLAND A HORIZONTAL PROPERTY REGIME WITH PRIVATE ELEMENTS

THIS DECLARATION is made this 21 day of August, 2013, by Jeremy Bockman, (hereinafter referred to as "Developer" or "Declarant"), for himself, his heirs 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 Horizontal Property Regime with Private Elements pursuant to Chapter 27 of Title 66 of Tennessee Code Annotated: and expressly 66-27-103, et seq ("the Act").

2. Name and Address: The name by which this Horizontal Property Regime is to be identified is The Cottages of Eastland and is located at 2331-A Eastland Avenue and 2331-B Eastland Avenue, Nashville, TN 37206.

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 the Act hereby establishing a Horizontal Property Regime pursuant to the Act. The legal description of the Property and the location of the Units is described on Exhibit A and incorporated herein by reference.

4. Land Included in Property: The land included in the Property is also described in the Plan of The Cottages of Eastland, attached as exhibit B and incorporated herein by reference. The land will sometimes be referred to herein as the "Property". The fee simple

absolute title to the land described on Exhibit A shall be vested in the Developer and the Units thereon shall be conveyed to the owner of each such Unit for the exclusive use of the Unit Owner. Fee simple absolute title in any common elements (hereinafter referred to as Common Elements or Common Areas), shall be vested in the Horizontal Property Regime Association hereby established and which shall operate as a Townhouse Corporation (as defined in the Act) under the name of The Cottages of Eastland Owners Association, Inc. (hereinafter called the "Association"). The Association shall be a Non-Profit Tennessee corporation as evidenced by its Charter which is attached hereto as Exhibit D. Any Common Elements may be referred to on the Plan which is attached as Exhibit B. Certain areas may be referred to as Limited Common Areas or Limited Common Elements on the Plan attached hereto as Exhibit B. These are Limited Common Elements which benefit solely the Owner or Owners of a particular Unit.

5. 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 The Cottages of Eastland ("Unit Owner") shall automatically be a member of the Association, provided, however that any such person who holds such interest merely as security for the performance of an obligation shall not be a member, except as hereinafter set forth in the By-laws of the Association, which are attached hereto as Exhibit C and incorporated herein by reference.

6. The Building and Ground Area: The Development consists of two dwelling units ("Units"), with a Unit at 2331-A Eastland Avenue and a Unit at 2331-B Eastland Avenue, Nashville, TN 37206. The site plan and location for the Units is reflected on the Plan attached as Exhibit B. The Common Elements and Private Elements are also shown on the Plan. Anything not labeled as a Limited Common Element or Common Elements shall be part of the Units and

Private Elements.

7. Units: The anticipated number of square feet of 2331-A Eastland Avenue is approximately 2408 square feet and 2331-B Eastland Avenue is approximately 2408 square feet. The word "Unit", "dwelling", "dwelling unit" have the same meaning throughout this Declaration and the By-Laws attached hereto. All such words shall have the same meaning as the word "Apartment" as used in the Act and all such words may be used interchangeably herein. For the purpose of this Declaration, a Unit shall consist of a portion of the Property as shown and designated on Exhibit B for separate ownership and shall include the Private Elements and the residence and improvements now and hereafter located thereon. The Units are identified by an alphabetic letter on Exhibit B and may be held and conveyed by reference to such letter. Conveyance of a Unit shall automatically convey the undivided membership of each Unit Owner in the Association. Any Unit may be jointly owned among two or more persons or owned by an entity. Any fixtures and utility lines serving each Unit shall be part of the Private Elements of that Unit.

8. Use of Units: Each of the Units shall be used as single-family residence only.

9. Encroachments: If any portion of the Common Elements now encroaches upon any Unit or if any Unit now encroaches upon any other Unit or upon any portion of the Common Elements, as a result of the construction any building, 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. In the event such building, a dwelling, and 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.

10. Units Subject to Master Deed: All present and future co-owners and tenants of 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 attached 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 Unit shall constitute an agreement that the provisions of this Declaration and such By-law provisions, covenants, and restrictions are accepted and ratified by each co-owner and tenants, and all of such provisions shall be deemed and taken to be covenants running with the land and shall bind any persons 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.

11. Units Subject to By-laws and Rules and Regulations: All present and future coowners, tenants and occupants of a Unit shall be subject to, and shall comply with, the provisions of the By-Laws and any Rules and Regulations recorded herewith or hereafter adopted, pursuant to the By-Laws or 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 Unit, or the entering into occupancy of any 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 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 and 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 Bylaws.

12. Mortgages and Deeds of Trust. Each Unit Owner shall have the right, subject to the provisions herein, to mortgage his Unit and Private Elements, together with his respective ownership interest in the Common Elements. No Unit Owner shall have the right or authority to mortgage or place any lien on the Property or any part thereof, except to the extent of his own Unit and its appurtenant in the Common Elements.

13. Separate Real Estate Taxes. Real estate taxes shall be separately taxed to each Unit Owner for his Unit, its Private Elements and its appurtenant interest in the Common Elements, as provide for in the Act. In the event that such taxes for any year are not separately taxed to each Unit Owner, but rather are taxed on the Property as a whole, then each Unit Owner shall pay its proportionate share thereof in accordance with such Unit Owner's respective percentage of ownership of the entire Property, calculated by using each respective Unit's square footage of the total tax obligation and in said event, such taxes shall be deemed a Common Expense.

14. Amendment: This Declaration may be amended by an amendment joined in by the co-owners representing all of the total owners of then existing Units in The Cottages of Eastland which amendment shall be recorded in the Register's Office of Davidson County, Tennessee.

15. 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.

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

17. 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 visa versa, wherever the context so requires.

18. Definitions: Any term not defined herein shall have the meaning subscribed to it in the Act.

19. Attorney's Certificate. A legal opinion as required under the terms of T.C.A. §66-27-103(b) is attached as Exhibit E and made a part hereof.

In Witness Whereof, the undersigned have executed this Declaration this 21 day of August, 2013.

"Developer"

Jeremy Bockman

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, the undersigned, Robin R. Davis Notary Public in and for said County and State, the within named **Jeremy Bockman**, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence) and who, upon oath, acknowledged that he executed the foregoing instrument for the purposes therein contained.

Witnessed my hand and official seal at office in Nashville, Tennessee this 21 day of August, 2013.

Robin R. Davis
Notary Public

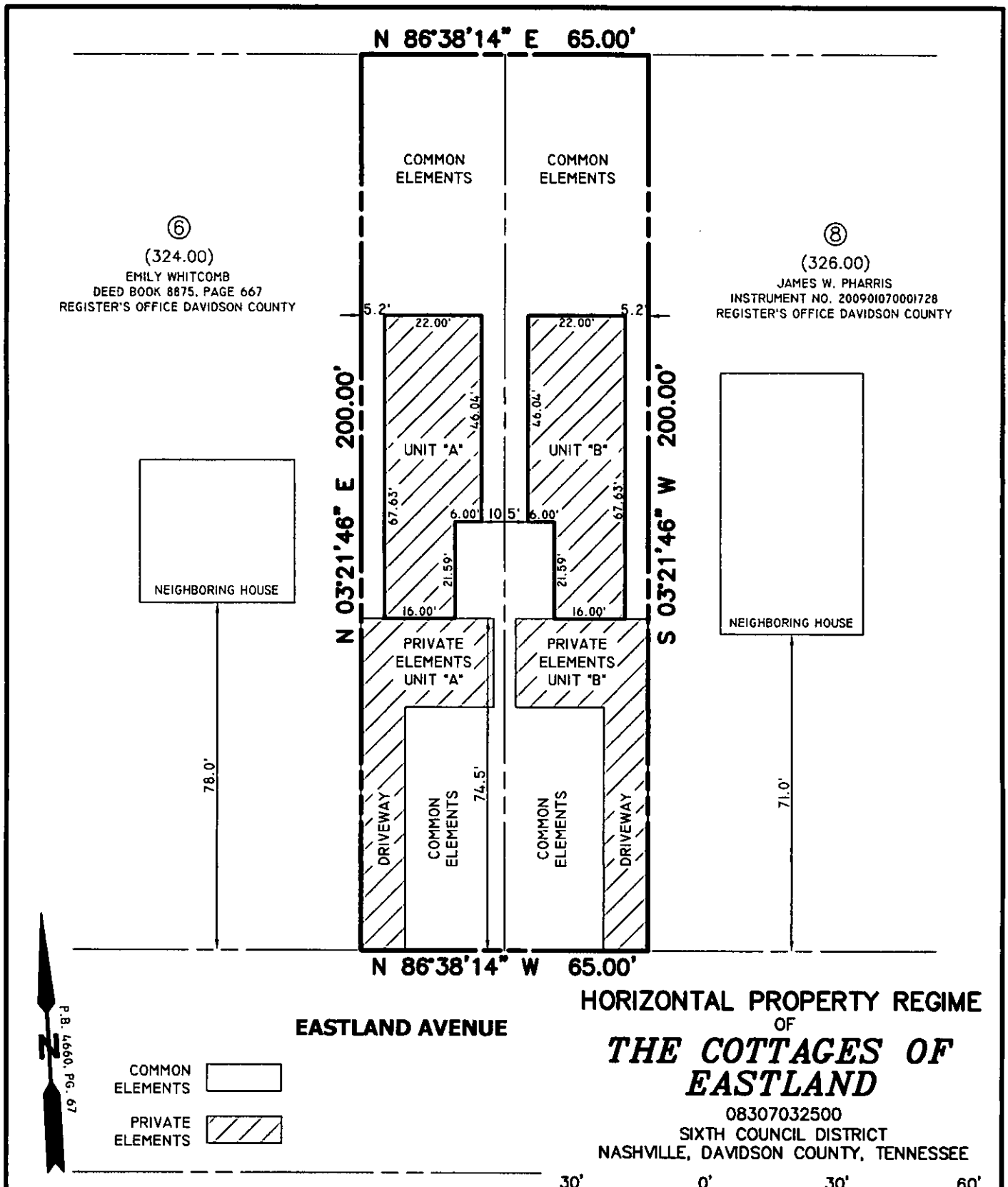
My Commission Expires: 3/8/2016

ROBIN R. DAVIS
STATE OF TENNESSEE NOTARY PUBLIC
DAVIDSON COUNTY, TENN.

EXHIBIT A

Land in Davidson County, Tennessee, being Lot No. 7 on the Plan of East land Oaks Subdivision, Section 1, of record in Book 4660, page 67, Register's Office for said County, reference to which plan is hereby made for a more complete and accurate description of said lot.

EXHIBIT B



HORIZONTAL PROPERTY REGIME
OF
THE COTTAGES OF EASTLAND

08307032500
SIXTH COUNCIL DISTRICT
NASHVILLE, DAVIDSON COUNTY, TENNESSEE

30' 0' 30' 60'
SCALE IN FEET

Notes

1. Property is Parcel (325.00) as shown on Metro Property Map 083-07.
2. Property is shown as Lot ⑦, on the subdivision of Eastland Oaks, Section 1, as of record in Plat Book 4660, Page 67, of the Register's Office of Davidson County, Tennessee.

Q.S. PULLIAM, PLS
HOBBS BUILDING – SUITE 300
4205 HILLSBORO PIKE
NASHVILLE, TENNESSEE 37215

DATE: 08/21/13

THIS INSTRUMENT PREPARED BY:
James N. Bryan, Jr.
211 Third Avenue, North
Nashville, TN 37201

EXHIBIT "C"

BY-LAWS OF

THE COTTAGES OF EASTLAND OWNERS ASSOCIATION, INC.

ARTICLE I

Members (Unit Owners)

Section 1. Eligibility. The members of The Cottage of Eastland Owners Association, Inc., a Tennessee not-for-profit corporation, shall consist of the Unit Owners of the Property know as The Cottages of Eastland located at Nashville, Davidson County, Tennessee (the "Property"). If a Unit Owner is an entity, then the member shall be a person designated by such entity in writing.

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

Section 3. Regular Meetings. The first regular meeting of the Unit Owners (the "First Meeting") may be held, subject to the terms hereof on any date, at the option of the Board. All such meetings of Unit Owners shall be held at such place in Davidson County, Tennessee, and at such time as specified in the written notice of such meeting which shall be delivered to all Unit Owners at least ten (10) days prior to the date of such meeting.

Section 4. Special Meetings. Special meeting of Unit Owners may be called by any Unit Owner. Special meetings shall be called by delivering written notice to all Unit Owners not less than ten (10) days prior to the date of the meeting, stating the date, time and place of the special meeting and the matters to bo considered.

Section 5. Delivery of Notice of Meetings. Notices of meetings shall be delivered either personally or by regular or electronic mail to Unit Owners at the addresses given to the Board by Unit Owners for such purpose, or to a Unit Owner's unit if no separate address for such purpose has been given to the Board.

Section 6. Voting. Each Unit shall have one (1) vote. If any Unit Owner consists of more than one (1) person, the voting rights of such Unit Owner shall not be divided, but shall be exercised as if the Unit Owner consisted of only one (1) person in accordance with the proxy or other designation made by the persons constituting such Unit Owner.

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

Section 7. Quorum. A quorum of Unit Owners for any meeting shall be constituted by, Unit Owners represented in person or by proxy and holding all of the votes entitled to be cast at such meeting.

ARTICLE II

Board of Directors

Section 1. Number, Election and Term of Office. The Board of Directors of the Association (referred to in the Horizontal Property Act of the State of Tennessee as the "board of administrators" and sometimes referred to herein as the "Board") shall consist of three (3) members (hereinafter referred to as "Directors"). Every Director, except for members of the First Board, shall hold office for the term of three (3) years and until his successor shall be elected and qualified.

Section 2. Qualification. Two (2) Directors shall consist of one (l) Director being each Unit Owner or spouse of each Unit Owner. A third Director shall be elected by unanimous decision of the two (2) Unit Owner Directors. Should any Unit Owner Director transfer title to his or her Unit, the respective successor Unit Owner shall assume the transferor's position as Director, if a Director shall cease to meet such qualifications during his term, he shall thereupon cease to be a Director and his place on the Board shall be deemed vacant.

Section 3. Vacancies. Any vacancy occurring in the board shall be filled by majority vote of the remaining members thereof. Any Director so elected or appointed to fill a vacancy shall hold office for a term equal to the unexpired term of the Director whom he succeeds.

Section 4. Meetings. A regular annual meeting of the Board shall be held following the regular annual meeting of Unit Owners, Special meetings of the Board shall be held upon call by the President or any member of the Board on not less than forty-eight (48) hours' notice in writing to each Director, delivered personally or by regular or electronic mail. Any Director may waive notice of a meeting, or consent to the holding of a meeting without notice, or consent to

any action proposed to be taken by the Board without a meeting. A Directors attendance at a meeting shall constitute his waiver of notice of said meeting.

Section 5. Removal. Any non-Unit Owner Director may be removed from office with or without cause by the vote of a majority of the Unit Owners.

Section 6. Compensation. Directors shall receive no compensation for their services as Directors, unless expressly provided for in resolutions duly adopted by Unit Owners.

Section 7. Quorum. A simple majority of Directors shall constitute a quorum.

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

a) To elect and remove the officers of the Association;

b) To administer the affairs of the Association and the Property;

c) To engage tho services of an agent if deemed necessary, (hereinafter sometimes called the "Managing Agent") to maintain, repair, replace, administer, and operate the Property or any part thereof for all Unit Owners, upon such terms and for such compensation and with such authority as the Board may approve;

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

e) To adopt rules and regulations, with written notice thereof to all Unit Owners, governing the administration management, operation and use of the Property and the Common Elements, and to amend such rules and regulations from time to time and to establish reasonable financial assessments for infractions thereof;

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

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

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

I) To determine the fiscal year of the Association and to change said fiscal year from time to time as the Board deems advisable;

j) To fix the estimated annual budget, and to provide the manner of assessing and collecting from Unit Owners their respective shares of such estimated expenses, as hereinafter provided;

k) To borrow money for the purpose of repair or restoration of Common Elements without the approval of the members of the Association,

l) To secure insurance policies as required by the Declaration, and in this regard, annually to review the amounts of coverage afforded by such policies;

m) Unless otherwise provided herein or in the Declaration, 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;

n) To be responsible for and maintain all streets, roads, utilities, and any other services of a 'public nature that arc classified as Common Elements in the Declaration;

o) To exercise all other powers and duties of Unit Owners as a group referred to in the Horizontal Property Act of the State of Tennessee or in the Declaration or these By-Laws;

Section 9. Power to Take Any Action. Whenever in these By-Laws the Association is given the power to take any action, it is the intention of these By-Laws that the Board shall act for the Association in all casts, except and to the extent that it is expressly provided that action be taken upon vote of the Unit Owners.

Section 10. Non-Delegation. Nothing; in these By-Laws 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 Unit Owners.

ARTICLE III

Officers

Section 1. Designation. At each regular annual meeting of the Board, the Directors present at such meeting shall elect the following officers of the Association by a majority vote:

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

b) A Secretary / Treasurer, who shall keep the minutes of all meetings of the Board and of Unit Owners, financial records, and who shall, in general, perform all the duties incident to the office of Secretary / Treasurer;

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

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

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

Section 4. Vacancies. Vacancies in any office shall be filled by the Board by a majority vote of the remaining members thereof at a special meeting of said Board. Any person so elected to fill a vacancy shall hold office for a term equal to the unexpired term of the officer he succeeds. Any officer maybe removed for cause at any time by vote of two-thirds (2/3) of the total membership of the Board at a special meeting called for that purpose.

Section 5. Compensation. The officers shall receive no compensation for their services as officers, unless expressly provided for in a resolution duly adopted by Unit Owners.

ARTICLE IV

Assessments

Section 1. Annual Budget. The Board shall establish an annual budget to provide for the needs of the Units. Such budget shall take into account the estimated common expenses and cash requirements for the year, including, but not limited to, salaries, wages, payroll taxes, legal and accounting fees, working capital fund, supplies, materials, parts. services, maintenance, repairs, replacements, landscaping, insurance, fuel, power, and all other common expenses.

Section 2. Lien. It shall be the duty of every Unit Owner to pay his equal share of the expenses as provided in the Declaration, and as assessed in the manner provided.

If any Unit Owner shall fail or refuse to make any such payment when due, such delinquent payment shall be subject to a late charge in an amount established by the Board, and such delinquent payment shall also bear interest at the highest permissible rate of interest allowed in the state of Tennessee. Such delinquent payment, together with penalty and interest, shall constitute a lien, as provided in the Act and Declaration, enforceable by the Board and/or Paying Unit Owner, on the interest of such Unit Owner in the Property.

The Association, acting through the Board or its agents, shall have the right to maintain a suit to foreclose any such lien, and there shall be added to the amount due the costs of said suit and other fees and expenses, together with legal interest and reasonable attorney's fees to be fixed by the court. Furthermore, if any Unit Owner shall fail or refuse to pay when due his proportionate share of the expenses, the Association, acting through its Board, shall have the authority to exercise and enforce any and all rights and remedies as provided for in the Horizontal Property Act, the Declaration, or these By-Laws, or as are otherwise available at law

or in equity, for the collection of all unpaid assessments.

Section 3. Records and Statement of Account. The Board shall cause to be kept detailed and accurate records in chronological order of expenditures affecting the Common Elements, specifying and itemizing the common expenses incurred.

Section 4. Discharge of Liens. The Board may cause the Association to discharge any mechanic's lien or other encumbrances which in the opinion of the Board may constitute a lien against the Property or the Common Elements, rather than a lien against only a particular Unit. When less than all the Unit Owners are responsible for the existence of any such lien, the Unit Owners responsible shall be jointly and severally liable for the amount necessary to discharge the same and for all costs and expenses. including attorney's fees, incurred by reason of such lien.

ARTICLE V

Use and Occupancy Restrictions

Section 1. General. No unlawful, noxious or offensive activities shall be carried on in any Unit or elsewhere on the Property, nor shall anything be done therein or thereon which shall constitute a nuisance or which shall in the judgment of the Hoard cause unreasonable noise or disturbance to others.

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

Section 2. Trash. Trash, garbage and other waste shall be kept only in sanitary containers, and shall be disposed of in a clean and sanitary manner.

Section 3. Storage. Articles of personal property belonging to any Unit Owner, such as baby carriages, bicycles, Wagons, toys, furniture, clothing, and other articles, shall not be stored or kept in the Common Elements.

Section 4. Single Family Residence. Each unit shall be used as one single family residence only.

Section 5. Landscaping, Lawn Care and Ground Maintenance. Until the Association may decide otherwise, each Unit Owner shall be responsible for landscaping and maintaining the grounds and lawn which is adjacent to and contiguous with each Unit and its Private Elements. Maintenance shall include grass cutting, grass and shrub trimming, leaf removal and other chores generally associated with lawn maintenance.

Section 6. Rules. and Regulations. Unit Owners shall be subject to such inter restrictions as may be contained rules and regulations of the Association concerning the use of Units and the Common Elements which may be enacted from time to time by the Board. Such rules and regulations stall be binding rules and regulations of the Association and copies of such rules and regulations and any amendments or additions thereto shall be famished to all Unit Owners upon request.

ARTICLE VI

Contractual Powers

No contract or other transaction between this Association and ono (1) or more of its Directors, or between the Association and any corporation, firm or association in which one (1) or more of the Directors of the Association arc Directors, or are financially interested, is void or voidable because such Director or Directors are present at the meeting of the Board or a

committee thereof which authorizes or approves the contract or transaction or because his or their votes are counted, if the circumstances specified in either of the following subparagraphs exists:

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

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

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

ARTICLE VII

Amendments

These By-Laws may be amended or modified from time to tirne by action or approval of all of the Unit Owners. Such amendments shall be recorded in the Office of the Register's Office of Davidson County, Tennessee.

ARTICLE VIII

Indemnification

Section 1. General. To the extent permitted by law, the Association shall indemnify and hold harmless each of its Directors and officers, each member of any committee appointed pursuant to these By-Laws, against all contractual and other liabilities to others arising out of contracts made by, or other acts of such Directors, officers, or committee members on behalf of Unit Owners, or arising out of their status as Directors, officers, or committee members, 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, administrative or otherwise, in which any such Director, officer or committee member may be involved by virtue of such person's being or having been such Director, officer, or committee member, provided, however, that such indemnity shall not be operative with respect to (1) any matter as to which such 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 such Director, officer, or committee member, or (b) any matter settled or compromised. Unless, in the opinion of independent counsel selected by or in a manner determined by the Board, there is not reasonable ground for such person's being adjudged liable for gross negligence or fraud in the performance of his duties as such Director, officer or committee member.

Section 2. Success on Merits. To the extent that a member of the board, or an officer of the Association, or a member of any committee appointed pursuant to these By-Laws has been successful on the merits or otherwise in defense of any action, suit or proceeding referred to in Section 1, or in defense of any claim, issue or matter therein, he shall be indemnified against expenses (including attorney's fees) actually and reasonable incurred by him in connection therewith.

Section 3. Advance Payment. 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 in the specific case upon receipt of an

undertaking by or on behalf of the persons 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 Article VIII.

Section 4. Miscellaneous. 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 Article. Every agreement made by the Directors, officers, or members of such committees, or by the Managing Agent on behalf of Unit Owners shall provide that the Directors, officers, members of such committees, or the Managing Agent, as the case may be are acting only as agents for Unit Owners and shall have no personal liability thereunder (except as Unit Owners). The indemnification provided by this Article VIII 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 otherwise. Such right to indemnification shall continue as to a person, of entity who has ceased to be a member of the Board, officer of the Association, or a member of such committee, and shall inure to the benefit of their heirs, executors, administrators, successors, and assigns of such person or entity.

ARTICLE IX

Mortgages

Section 1. Notice to Board. A Unit Owner who mortgages his Unit shall notify the Board of the name and address of his mortgagee and shall file a conformed copy of the note and deed of trust or mortgage with the Board; and tho Board shall maintain such information in a book entitled "Mortgages of Units".

Section 2. Notice of Unpaid Charges. The Board, whenever so requested in writing by a mortgagee of a Unit, shall promptly report any then unpaid charges due from, or any other default by, the owner of the mortgaged Unit.

Section 3. Notice of Default. The Board, when giving notice to a Unit Owner of a default in paying charges or other default, shall send a copy of such notice to each holder of a mortgage covering such Unit whose name and address has therefore been furnished to the Board.

Section 4. Examination of Books. Each Unit Owner =d each mortgagee of a Unit shall be permitted to examine the books of account of the Association at reasonable times, on business days. but not more often than once a month.

Section 5. Interest of Valid First Mortgagee. The interest of valid first mortgagee shall be superior to the interest of the Board in the event of a default, and nothing in this instrument shall be construed to the contrary. If the first mortgagee has incorporated the terms of these By-Laws, the Declaration and the contract in its deed of trust, then said first mortgagee may at its option declare a default in its decd of trust by reason of any default hereunder, and may procacd to enforce its rights according to the terms of the deed of trust notwithstanding any enforcement instituted by the Board.

ARTICLE X

Definition of Terms

The terms used in these By-Laws, to the extent they are defined therein, shall have the same meaning as set forth in the Declaration for The Cottages of Eastland of record in the Office of the Register of Deeds for Davidson County, Tennessee or in the Act.

The term "member", as used in these By-Laws, means "Unit Owner" as defined in the Declaration.

ARTICLE XI

Conflicts

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

The foregoing By-Laws are hereby adopted as the By-Laws of the Cottages of Eastland, Inc., by the undersigned as of August 21, 2013.

The Cottages of Eastland Owners Association, Inc.

By: _____
Jeremy Bockman, President.

STATE OF TENNESSEE)

COUNTY OF DAVIDSON)

Before me, the undersigned, a Notary Public of the state and county aforesaid, personally appeared, **Jeremy Bockman**, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence) an who, upon oath, acknowledged himself to ne the President of The Cottages of Eastland Owners 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 as President of the corporation.

Witnessed my hand and official seal at Nashville, Davidson County, Tennessee, this 21 day of August, 2013.

Robin R. Davis
Notary Public

ROBIN R. DAVIS
STATE OF TENNESSEE NOTARY PUBLIC
DAVIDSON COUNTY, TENN.

My Commission Expires: 3/8/2016

EXHIBIT D

Davidson County CHARTER
Recvd: 08/22/13 10:44 4 pgs
Fees:7.00 Taxes:0.00
20130822-0088536

STATE OF TENNESSEE
Tre Hargett, Secretary of State
Division of Business Services
William R. Snodgrass Tower
312 Rosa L. Parks AVE, 6th FL
Nashville, TN 37243-1102

The Cottages of Eastland Owners Association, Inc.
2331A EASTLAND AVE
NASHVILLE, TN 37206-1131

August 22, 2013

Filing Acknowledgment

Please review the filing information below and notify our office immediately of any discrepancies.

SOS Control # :	**729490**	Formation Locale:	TENNESSEE
Filing Type:	Corporation Non-Profit - Domestic	Date Formed:	08/22/2013
Filing Date:	08/22/2013 10:21 AM	Fiscal Year Close:	12
Status:	Active	Annual Report Due:	04/01/2014
Duration Term:	Perpetual	Image # :	7234-0418
Public/Mutual Benefit:	Mutual		
Business County:	DAVIDSON COUNTY		

Document Receipt

Receipt # : 1134530	Filing Fee:	$100.00
Payment-Check/MO - JAMES N. BRYAN, JR. P.C., NASHVILLE, TN		$100.00

Registered Agent Address:
JEREMY BOCKMAN
2685 N MOUNT JULIET RD
MOUNT JULIET, TN 37122-3040

Principal Address:
2331A EASTLAND AVE
NASHVILLE, TN 37206-1131

Congratulations on the successful filing of your **Charter** for **The Cottages of Eastland Owners Association, Inc.** in the State of Tennessee which is effective on the date shown above. You must also file this document in the office of the Register of Deeds in the county where the entity has its principal office if such principal office is in Tennessee. Visit the TN Department of Revenue website (apps.tn.gov/bizreg) to determine your online tax registration requirements.

You must file an Annual Report with this office on or before the Annual Report Due Date noted above and maintain a Registered Office and Registered Agent. Failure to do so will subject the business to Administrative Dissolution/Revocation.

Tre Hargett
Secretary of State

Processed By: Cheryl Donnell

FILED

CHARTER

OF

THE COTTAGES OF EASTLAND OWNERS ASSOCIATION, INC.

The undersigned person under the Tennessee Non-Profit Corporation Act, T.C.A. §48-51-101 et. seq., adopts the following Charter for the above listed Corporation.

1. The name of the corporation is: The Cottages of Eastland Owners Association, Inc.

2. The corporation is a mutual benefit corporation.

3.(a) The complete address of the corporation's initial registered office in Tennessee is: 2685 North Mt. Juliet Rd., Mt. Juliet, TN 37122, County of Wilson.

(b) The name of the initial registered agent, to be located at the address listed in 3(a) is: Jeremy Bockman.

4. The name and complete address of each incorporator is: Jeremy Bockman, 2685 North Mt. Juliet Rd., Mt. Juliet, TN 37122.

5. The complete address of the corporation's principal office is: 2331-A Eastland Avenue, Nashville, Davidson County, Tennessee 37207.

6. The corporation is for not-for-profit.

7. The corporation will have members.

8. The purpose for which the corporation is organized is to provide an entity pursuant to T.C.A. §66-27-101 et. seq., the Horizontal Property Act for the operation of The Cottages of Eastland. The corporation shall have all the powers and duties of a) condominium homeowners association as set forth in the Horizontal Property Act and as set forth in the Master Deed establishing the Horizontal Property Regime and b) the By-Laws of this Association.

9. Upon the dissolution of the corporation, the assets shall be distributed to one or more exempt purposes within the meaning of Section 501(c)(3) of the Internal Revenue Code as it now exists or may hereafter be amended or shall be distributed to the federal government or any state or local government, for a pubic purpose. Any assets not disposed of shall be disposed of by the Circuit Court for Davidson County, Tennessee, for such purposes or for such organizations as the Court shall determine which are organized and operated exclusively for such purposes.

10. The corporation shall indemnify its directors, officers and employees to the fullest extent permitted by T.C.A. § 48-58-502 et. seq..

7234.0418, 08/22/2013, 10:21:31, Received by Tennessee Secretary of State Tre Hargett

11. Amendments to the Charter must be approved by all of the Unit Owners, who are the members of the corporation. Any such amendment shall be filed with the Secretary of State's Office and recorded in the Register's Office for Davidson County, Tennessee.

8/21/13
Signature Date

Incorporator's Signature

Jeremy Bockman
Incorporator's Name

7234.0419, 08/22/2013, 10:21:32, Received by Tennessee Secretary of State Tre Hargett

THIS INSTRUMENT PREPARED BY:
James N. Bryan, Jr.
211 Third Avenue, North
Nashville, TN 37201

EXHIBIT "E"

ATTORNEY'S CERTIFICATE

This document is intended to serve as the legal opinion which is required under the terms of Tennessee Code Annotated, Section 66-27-103(b). The undersigned, James N. Bryan, Jr., an attorney licensed to practice law in the State of Tennessee, hereby declares that upon the proper recording of this certificate 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, Tennessee Code Annotated, Section 66-27-101 et. Seq., have been met:

1) The Master Deed establishing The Cottages of Eastland Owners Association, a Horizontal Property Regime;

2) By-Laws of The Cottages of Eastland Owners Association, a townhome corporation, Exhibit C hereto;

3) The Plat for The Cottages of Eastland, a Horizontal Property Regime, Exhibit B hereto;

4) The Charter of The Cottages of Eastland Owners Association, Inc., a townhome corporation, Exhibit D hereto.

Witnessed my hand this 21st day of August, 2013.

James N. Bryan, Jr.

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared, **James N. Bryan, Jr., attorney at law**, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence) an who, upon oath, acknowledged that he executed the foregoing instrument for the purposes therein contained

Witnessed my hand and official seal at Nashville, Davidson County, Tennessee, this 21 day of August, 2013.

Robin R. Davis
Notary Public

My Commission Expires: 3/8/2016

