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Prepared by:
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RETURN TO
Stewart Title Company
121 First Avenue South, Suite 200
Franklin, TN 37064
File # 01288-17953

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20131108-0116123

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR CLAYTON DRIVE TOWNHOMES

This Declaration of Covenants, Conditions and Restrictions, (the "Declaration"), is entered into as of the 5th day of November, 2013 by MK2 Properties, GP, owner in fee simple of the real estate described in the attached Exhibit A (the "Developer");

WITNESSETH:

WHEREAS, Developer is the legal title holder in fee simple of a certain tract of real estate located in the County of Davidson, State of Tennessee, more particularly described on attached Exhibit A, which is herein incorporated by this reference thereto (the "Property"); and

WHEREAS, Developer intends to and does hereby submit the above-described Property to the provisions of the Tennessee Horizontal Property Act as codified as 66-27-101, et seq., of Tennessee Code Annotated and thereby cause a planned unit development to be organized and developed under Tennessee law pursuant to the Act; and

WHEREAS, Developer further desires to establish for its own benefit and for the mutual benefit of all future owners or occupants of the Property or any part thereof, and intends that all future owners, o ccupants, m ortgagees and a ny o ther p ersons he reafter a cquiring a ny int erest in t he Property shall hold said interest subject to, certain rights, easements and privileges in, over and upon the Property and certain mutually beneficial restrictions and obligations with respect to the proper use, conduct and maintenance thereof, all as more particularly hereinafter set forth, all of which are declared to be in furtherance of a plan to promote and protect the cooperative aspects of ownership and use of the Property and are established for the purpose of enhancing and perfecting the value, desirability and attractiveness of the Property;

NOW, THEREFORE, Developer, as the legal titleholder of the Property, and for the purposes above set forth, declares as follows:

I. Definitions. As used herein, unless the context otherwise requires:

(a) "Act" means the Tennessee Horizontal Property Act (T.C.A. § 66-27-101 et seq.). All capitalized terms not otherwise defined herein but defined in the Act, shall be deemed to have the meaning ascribed to them in the Act.

(b) "Association" is a non-profit Tennessee corporation known as Clayton Drive Townhomes Association, Inc., which includes as members all of the Townhome Owners.

(c) "Board of Directors" or "Board" means the administering body of the Association.

(d) "Building" means the building located on the Property and containing the Units. The Building is delineated on the Plat.

(e) "Bylaws" means the Bylaws of the Association, attached hereto as Exhibit B and by this reference made a part hereof, as amended from time to time. For purposes of the Act, all provisions contained in the body of this Declaration dealing with the administration and maintenance of the Property shall be deemed to be part of the Bylaws.

(f) "Common Elements" means all real property and improvements, owned by the Association for the common use and enjoyment of the Owners. Common Elements shall remain undivided and shall not be the subject of an action for partition.

(g) "Declaration" means this instrument, as hereinafter provided, as such Declaration may be amended from time to time.

(h) "Developer" means MK2 Properties, GP, its successors and assigns, provided such heirs or assigns are designated in writing by Developer as a successor or assign of the rights of Developer set forth herein.

(i) "General Common Elements"' means and includes both Common Elements and Limited Common Elements.

(j) "Limited Common Elements" means all Common Elements contiguous to and serving exclusively a single Townhome or one or more adjoining Townhomes as an inseparable appurtenance thereto, the enjoyment, benefit and/or use of which is reserved to the lawful Occupants of such Townhome or Townhomes either in this Declaration, on the Plat or by the Board.

(k) "Majority" or "Majority of the Townhome Owners" means the Owners of more than fifty (50%) percent of the membership in the Association, present and then eligible to vote.

(l) "Manager" means the person or firm designated by the Board of Directors to manage the affairs of the Project.

(m) " Member" m eans a m ember o f t he Association w ho is t he O wner o f a T ownhome. All Owners of an individual Townhome shall be members and shall collectively be one member for any voting purposes. The cessation of the ownership of a Townhome shall terminate membership.

(n), "Occupant" means a person or persons in possession of a Townhome, regardless of whether said person is a Townhome Owner.

(o) "Owner" or "Townhome Owner" means a person, firm, corporation, partnership, association, trust or other legal entity, or any combination thereof, owning a fee simple title to any Townhome or Townhomes within the Project. When two or more persons own a Townhome as tenants in common, joint tenants, tenants by the entireties, or otherwise, such persons shall constitute the "Owner" with respect to that Townhome.

(p) "Person" means a natural individual, corporation, partnership, trustee or other legal entity capable of holding title to real property.

(q) "Plat" means the representation of the Property prepared by the Owner and attached hereto as Exhibit C, showing the number of each Unit, and expressing its area, location and other data necessary for identification.

(r) "Project" means the entire parcel including all structures thereon.

(s) "Private Elements" means and includes the land upon which a Townhome is located as shown on the Plat as being the Private Elements designated for each Townhome depicted thereon for which fee simple Ownership and exclusive use is reserved to that Townhome only. All Limited Common Elements shall also be deemed to be Private Elements. Notwithstanding the limits of the Private Elements depicted on the Plat, Private Elements do not include the Common Elements; provided that each O wner shall be e ntitled to the exclusive use of all area of the Building that are contained within each Townhome.

(t) "Property" means all the land, property and space which is the subject of this Declaration as more particularly described on Exhibit "A" hereto, and all structures and other improvements now or hereafter erected, constructed or contained therein or thereon, including without limitation the Buildings and all easements, rights, privileges and appurtenances belonging or in any way pertaining thereto, and all furniture, furnishings, fixtures and equipment intended for the mutual use, benefit or enjoyment of the Townhome Owners.

(u)"Record" or "Recording" refers to the record or recording in the Office of the Register of Deeds in Davidson County, Tennessee.

(v)"Rules and Regulations" refer to the rules and regulations concerning the use of the Townhomes and the Common Elements, as adopted from time to time by the Board in accordance with the Declaration and Bylaws.

(w)"Townhome" means that part of the Project intended for individual Ownership and use. Each individual Townhome shall consist of all the improvements and space therein within the boundary lines for that Townhome, as set out on the Plat, attached hereto as Exhibit C.

2. Plat. The Plat, which is incorporated herein by this reference thereto, sets forth the numbers or letters, areas, locations and other data required by the Act.

3. Townhomes. The legal description of each Townhome shall consist of the identifying number or letter of such Townhome as shown on the plat. Every deed, lease, mortgage, deed of trust or other instrument shall legally describe a Townhome by its identifying number or letter as shown on the plat, and every such description shall be deemed good and sufficient for all purposes, as provided in the Act. Except as provided by the Act, no Townhome Owner shall, by deed, plat, court decree or otherwise, subdivide or in any other manner cause his Townhome to be separated into any tracts or parcels different from the whole Townhome as shown on the Plat.

4. (a) Association of Townhome Owners and Administration and Operation of the Property. The Association, which has been or will be incorporated, shall be the governing body for all of the Townhome Owners, for the maintenance, repair, replacement, administration and operation of the Property, as provided in the Act, this Declaration and the Bylaws. The Bylaws for the Association shall be the Bylaws attached to this Declaration as Exhibit B and made a part hereof. The Board shall be elected and shall serve in accordance with the provisions of the Bylaws. The fiscal year of the Association shall be determined by the Board, and may be changed from time to time, as the Board deems advisable. The Association shall not be deemed to be conducting a business of any kind. All activities undertaken by the Association shall be for the sole benefit of the Townhome Owners, and all funds received by the Association shall be held and applied by it for the use and benefit of the Townhome Owners in accordance with the provisions of the Act, this Declaration and the Bylaws. Each Townhome Owner shall be a member of the Association so long as he is a Townhome Owner. A Townhome Owner's membership shall automatically terminate when he ceases to be a Townhome Owner. Upon the conveyance or transfer of a Townhome Owner's Ownership interest to a new Townhome Owner, the new Townhome Owner shall simultaneously succeed to the former Townhome Owner's membership in the Association. The aggregate number of votes for all members of the association shall be two (2). Each Townhome Owner's respective percentage of Ownership interests in the Association is set forth in Exhibit D.

(b) Management of Property. The Board shall have the authority to engage the services of an agent (sometimes herein referred to as the "Managing Agent") to maintain, repair, replace, administer and operate the Property, or any part thereof, to the extent deemed advisable by the Board, subject to the provisions of subparagraph (c), below. The Board may require that the Managing Agent have fidelity bond coverage on its employees handling Association funds. The cost of such services shall be a common expense, as defined in paragraph 10, below.

(c) Initial Management Agreement. The first Board, appointed as provided in the Bylaws, shall have the obligation to ratify and approve any management agreement between Developer, on behalf of the Association, and a management entity.

(d) Use by Developer. During the period of sale by Developer of any Townhomes, Developer and Developer's agents, employees, contractors and subcontractors, and their respective agents and employees, shall be entitled to access and ingress to and egress from the Property as may be required for purposes of said sale of Townhomes. While Developer owns any of the Townhomes

and until each Townhome sold by it is occupied by the purchasers, the Developer and its employees may rent, lease, use and show one or more of such unsold or unoccupied Townhomes as a model Townhome or Townhomes and may rent, lease or use one or more of such unsold or unoccupied Townhomes as a sales office, and may maintain customary signs in connection therewith.

(e) Non-Liability of the Directors, Board, Officers and Owner. Neither the Board, the individual members thereof, the officers of the Association, nor Developer shall be personally liable to the Townhome Owners for any mistake of judgment or for any other acts or omissions of any nature whatsoever as such Board, members, officers or Developer, except for any acts or omissions found by a court to constitute gross negligence or fraud. The Townhome Owner shall indemnify and hold harmless each of the Board members, such officers and Developer, and their respective heirs, executors, administrators, successors and assigns, in accordance with the provisions of Article VII of the Bylaws.

5. Board's Determination Binding. In the event of any dispute or disagreement between any Townhome Owners relating to the Property, or any agreement between any Townhome Owners relating to the Property, or any questions of interpretation or application of the provisions of this Declaration or the Bylaws, the determination thereof by the Board shall be final and binding on each and all such Townhome Owners.

6. Ownership of the Common Elements. Each Townhome Owner shall be entitled to the percentage of undivided Ownership in the Common Elements allocated to the respective Townhome owned by such Townhome Owner, as set forth in Exhibit D hereto. The percentages of Ownership interests set forth in Exhibit D shall remain constant unless amended pursuant to the reservation set forth herein, or unless hereafter changed by recorded amendment to this Declaration as provided for herein or consented to in writing by the necessary Townhome Owners and first mortgagees. Said Ownership interest in the Common Elements shall be undivided interests, and the Common Elements shall be owned by the Townhome Owners as in accordance with their respective percentages of Ownership. The Ownership of each Townhome shall not be conveyed separate from the percentage of Ownership in the Common Elements corresponding to said Townhome. The undivided percentage of Ownership in the Common Elements corresponding to any Townhome shall be deemed conveyed or encumbered with that Townhome, even though the legal description in the instrument conveying or encumbering said Townhome may refer only to the fee title to that Townhome. Such Common Elements are not and shall not be the subject of any partition action.

7. Use of Common Elements. Each Townhome Owner shall have the right to use the Common Elements (except the Limited Common Elements) in common with all other Townhome Owners, as may be required for the purposes of access and ingress to, egress from, use, occupancy and enjoyment of the respective Townhome owned by such Townhome Owner. Such right to use Common Elements shall extend not only to each Townhome Owner, but also to his agents, customers, guests, visitors, invitees and licensees. However, each Townhome Owner also shall have the right to exclusive use and possession of the Limited Common Elements contiguous to and serving such Townhome alone. Such rights to use the Common Elements, including Limited Common Elements, shall be subject to and governed by the provisions of the Declaration,

Bylaws and the rules and regulations of the Association. In addition, the Association shall have the authority to lease grant concessions or grant easements with respect to parts of the Common Elements, subject to the provisions of this Declaration and the Bylaws. All income derived by the Association from leases, concessions or other sources shall be held and used for the benefit of the members of the Association, pursuant to such rules, resolutions or regulations as the Board may adopt or prescribe.

8. Common Expenses. Each Townhome Owner shall pay his proportionate share of the expenses of the administration and operation of the Common Elements and of any other expenses incurred in accordance with this Declaration and the Bylaws (which expenses are herein sometimes referred to as "common expenses"), including, but not limited to, the maintenance and repair of the Common Elements and any and all replacements and additions thereto. Such proportionate share of the common expenses for each Townhome Owner shall be in accordance with his percentage of Ownership in the Common Elements; provided, however, that any such expenses with respect to Limited Common Elements shall be borne by the Townhome Owners to whose Townhomes such Limited Common Elements are appurtenant, in accordance with such Townhome Owners' percentage of Ownership interest therein, Payment of common expenses, including any prepayment thereof required by a contract for sale of a Townhome, shall be in such amounts and at such times as determined in the manner provided in the Bylaws. No Townhome Owner shall be exempt from payment of his proportionate share of the common expenses by waiver of the use or enjoyment of the Common or Limited Common Elements or by abandonment of his Townhome. If any Townhome Owner shall fail or refuse to make any such payment of common expenses when due, the amount thereof, together with the interest thereon at the maximum allowable rate at law per annum from the date that said common expenses become due and payable, plus reasonable attorney's fees incurred by the Association in the collection thereof or the enforcement of the lien herein provided, shall constitute a lien on the interest of such Townhome Owner in his Townhome and in the Property as provided in the Act. The sale or conveyance of a Townhome shall in all cases be subject to all unpaid assessments against the Townhome Owner thereof for his pro rata share in the common expenses, and if the same are not paid by the Owner thereof prior to any sale or conveyance, shall be a lien against the Townhome and shall be payable by the new Townhome Owner thereof. Likewise, all taxes and other levies and assessments by governmental taxing bodies shall be a lien against individual Townhomes.

9. Mortgages and Deeds of Trust. Each Townhome Owner shall have the right, subject to the provisions hereof, to make separate mortgages and deeds of trust for his respective Townhome together with his respective Ownership interest in the Common Elements. No Townhome Owner shall have the right or authority to grant, make or create, or cause to be granted, made or created, any mortgage, deed of trust or other lien on or affecting the Property or any part thereof, except only to the extent of his own Townhome and the respective percentage interest in the Common Elements corresponding thereto.

10. Separate Real Estate Taxes. Real estate taxes shall be separately taxed to each Townhome Owner for his Townhome and his corresponding percentage of Ownership in the Common Elements, as provided in the Act. In the event that such taxes for any year are not separately taxed to each Townhome Owner, but rather are taxed on the Property as a whole, then each

Townhome Owner shall pay his proportionate share thereof in accordance with his respective percentage of Ownership interest in the Common Elements, and, in said event, such taxes shall be a common expense.

11. Insurance. The Board shall have the authority to and shall obtain insurance for the Property, (not to include the additions within, improvements to and decorating of the Townhomes or Limited Common Elements by the Townhome Owners) against loss or damage by fire, vandalism, malicious mischief and such other hazards as are covered under standard extended coverage provisions for the full insurable replacement cost of the Property, and against such other hazards and for such amounts as the Board may deem advisable. Insurable replacement cost shall be deemed to be the cost of restoring the Common Elements. Such insurance coverage shall be written in the name of, and the proceeds thereof shall be payable to, the Board, as the trustee for each of the Townhome Owners in direct proportion to said Townhome Owner's respective percentage of Ownership in the Common Elements, as set forth in this Declaration, and for the holders of mortgages on his Townhome as loss payee, if any. The policy of insurance shall also contain, if possible, a waiver of subrogation rights by the insurer against individual Townhome Owners. The premiums for such insurance shall be a common expense. However, at the option of the Board, and upon written notice to all Townhome Owners, premiums for such insurance shall be separately billed to each Townhome Owner for his Townhome and his corresponding percentage of Ownership in the Common Elements.

In the event of damage to or destruction of all or any part of the Common Elements as a result of fire or other casualty covered by insurance maintained by the Board pursuant hereto (unless more than two-thirds of such Buildings require reconstruction), the Board shall, in its sole and absolute discretion, determine, and without intervention of any Townhome Owner, arrange for the prompt repair and restoration of the damaged portions of Common Elements substantially in accordance with the original plans and specifications therefore. Where the insurance proceeds are insufficient to cover the cost of such repairs and restoration, the deficit shall be paid by all Townhome Owners directly affected by the damage, in proportion to each such Townhome Owner's percentage of Ownership in the Common Elements.

The Board shall not be responsible for the repair, replacement or restoration of any Limited Common Elements, furniture, furnishings, fixtures or equipment installed in the Townhome by a Townhome Owner or Occupant or any other personal property located on the Property owned by a Townhome Owner or Occupant unless insurance therefore is specifically provided for in the insurance policy obtained by the Board. The Board in its sole discretion shall determine which Townhome Owners are directly affected by the damage.

Reconstruction shall not be compulsory where the whole or more than two-thirds (2/3) of all the Buildings and Common Elements are destroyed or damaged by fire or other casualty, as determined by the Board. In such case, and unless otherwise unanimously agreed upon by the Townhome Owners, the insurance proceeds shall be delivered to the Townhome Owners or their mortgagees, as their interests may appear, in proportion to the percentage interest of each Townhome Owner in the Common Elements; and the Board, as soon as is reasonably practicable and as agent for the Townhome Owners, shall sell the Property, in its then condition, free from the effect of this Declaration, which shall terminate upon such sale, on terms satisfactory to the

Board, and the net proceeds of such sale and of all insurance policies shall thereupon be distributed to the Townhome Owners or their mortgagees, as their interest may appear, in proportion to the percentage interest of each Townhome Owner in the Common Elements. If the Board fails to consummate a sale pursuant to this paragraph within twenty-four (24) months after the destruction or damage occurs, then the Managing Agent or the Board shall, or if it does not, any Townhome Owner or mortgagee may, record a sworn declaration setting forth such decision and reciting that under the provisions of this Declaration the prohibition against judicial partition provided for in this Declaration has terminated and that judicial partition of the Property may be obtained pursuant to the laws of the State of Tennessee. Upon final judgment of a court of competent jurisdiction decreeing such partition, this Declaration shall terminate.

Reconstruction also shall not be compulsory where the whole or more than two-thirds (2/3) of any one of the Buildings is destroyed, as determined by the Board. In such case, and unless otherwise unanimously agreed upon by the Townhome Owners directly affected, the net proceeds of insurance policies shall be divided among all the Townhome Owners directly affected by the casualty in proportion to their respective common interests as determined in the sole discretion of the Board, after paying from the share of such affected Townhome Owner the just amount of any unpaid liens on his Townhome, in the order of priority of such liens. Notwithstanding the foregoing, no such disbursement of the aforesaid insurance proceeds shall occur unless simultaneously with such disbursement each affected Townhome Owner delivers to the Board a recordable deed quit claiming his interest in his Townhome or affected portion thereof to the Association and also delivers to the Board a recordable release of any liens on his Townhome or the affected portion thereof. Upon the recording of the aforesaid deeds and releases, each such Townhome or affected portion thereof shall be deemed withdrawn and thereafter to be Common Elements. Upon the withdrawal of any Townhome or portion thereof, the percentage interest in the Common Elements allocable to such Townhome shall be reallocated among the remaining Townhomes on the basis of the percentage of interest of each remaining Townhome. If only a portion of a Townhome is withdrawn, the percentage of interest appurtenant to that Townhome shall be reduced accordingly, as determined by the Board. After the Board has effectuated any such withdrawal, the responsibility for the payment of assessments for any such withdrawn Townhome or portion thereof shall cease.

The Board also shall have authority to and shall obtain comprehensive public liability insurance, in such amounts as it deems desirable and worker's compensation insurance and other liability insurance as it deems desirable, insuring each Townhome Owner, the mortgagee(s) of Record, if any, the Association, its officers, directors, Board and employees, Developer and any Managing Agent, from (i) liability in connection with the Common Elements, and (ii) liability arising out of legal proceedings relating to employment contracts to which the Association is a party (to the extent such insurance is reasonably available). The premiums for such insurance shall be a common expense; however, at the option of the Board, and upon written notice to all Townhome Owners, premiums for such insurance shall be separately billed to each Townhome Owner in proportionate amounts corresponding to such Townhome Owner's percentage of Ownership in the Common Elements. The Board shall retain in safekeeping any such public liability policy for six (6) years after the expiration date of the policy.

The Board, in its sole discretion, also shall have authority to and may obtain such other insurance and bonds as it deems desirable, in such amounts, from such sources and in such forms as it deems desirable, insuring the Property and 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 director or officer of the Association, or a member of any such committee. The premiums for such insurance and bonds shall be a common expense.

Each Townhome Owner shall be responsible for obtaining his own insurance on the contents of his own Townhome as well as his additions and improvements thereto, all decorations, furnishings and personal property therein, and any personal property stored elsewhere on the Property, In addition, in the event a Townhome Owner desires to insure against his personal liability and loss or damage by fire or other hazards above and beyond the extent that his liability loss or damage is covered by the liability insurance and insurance against loss or damage by fire and such other hazards obtained by the Board for the benefit of all of the Townhome Owners as part of the common expenses, as above provided, said Townhome Owner may at his option and expense, obtain additional insurance.

12. Maintenance, Repairs and Replacements. Each Townhome Owner, at his own expense, shall furnish and be responsible for all maintenance of, repairs to and replacements within his own Townhome and Limited Common Elements exclusively serving his Townhome or the Board may cause the same to be done at the expense of the Townhome Owner. Each Townhome Owner shall be responsible for the maintenance, repairs to and replacements of Limited Common Elements attached to such Owner's Unit, including, but not limited to roof, roofing structure, windows, doors, patios, porches, decks, yards, gutters, heating or air-conditioning units, window boxes, landscaping, walls (interior and exterior, but excluding the party wall) and the portions of the Building that are not Common Elements. Maintenance, repairs and replacement of the Common Elements, including but not limited to sidewalks, parking area, yard, common utility lines, common pipes, common ducts, common wires, common cables, fences and installations for the common use of the Townhomes shall be part of the common expenses and shall be furnished by the Association subject to the provisions of this Declaration, the Bylaws and the rules and regulations of the Association.

If, due to the act or neglect of a Townhome Owner, or of his agent, invitee or licensee, damage shall be caused to the Common Elements or to a Townhome or Townhomes owned by others, or maintenance, repair or replacement are required that would otherwise be a common expense, then such Townhome Owner shall pay for such damage or such maintenance, repair and replacement, as may be determined by the Association, to the extent not covered by the Association's insurance or sufficient proceeds are not collected from the insurance carrier. The authorized representatives of the Association, Board or of the Managing Agent with approval of the Board shall be entitled to reasonable access to the individual Townhomes and Limited Common Elements as may be required in connection with the preservation of any individual Townhome or Limited Common Elements in the event of an emergency, or in connection with any maintenance, repairs or replacements within the Common Elements, Limited Common Elements or any equipment, facilities or fixtures affecting or serving other Townhomes,

Common Elements and Limited Common Elements, or to make any alteration required by any governmental authority.

13. Alterations, Additions or Improvements. The Common Elements, or any additions or improvements thereto, shall not be altered or change by any Townhome Owner, without the prior written consent of the Board. The Board may authorize and charge as common expenses alterations, additions and improvements of the Common Elements as provided in the Bylaws. Any Townhome Owner may make non-structural alterations, additions or improvements within the Townhome without the prior written approval of the Board, `but such Townhome Owner shall be responsible for any damages to other Townhomes, the Common Elements, the Property, or any part thereof, resulting from such alterations, additions or improvements.

14. Decorations, Cleaning, Landscaping. Each Townhome Owner, at his own expense, shall furnish and be responsible for all decorations, landscaping and cleaning within his own Townhome and the Limited Common Elements serving his Townhome, as may be required from time to time, including painting, wall papering, washing, cleaning, paneling, floor covering, draperies, window shades, curtains, lighting, and other furnishings and decorations. Each Townhome Owner shall be entitled to the exclusive use of the interior surfaces of the perimeter walls, floors and ceiling of his Townhome All gutters, windows and screens of a Townhome shall be cleaned and washed at the expense of the Owner of that Townhome.

15. Encroachments. If any portions of the party wall or Common Elements shall actually encroach upon any Townhome, or if any Townhome shall actually encroach upon any portions of the Common Elements, or if any Townhome shall actually encroach upon another Townhome, as the Common Elements and Townhomes are shown by the Plat, there shall be deemed to be mutual easements in favor of the Owners of the Common Elements and the respective Townhome Owners involved, to the extent of such encroachments, so long as the same shall exist.

16. Use and Occupancy Restrictions, Subject to the provisions of the Bylaws, no part of the Property may be used for purposes other than as allowed by municipal zoning laws.

17. Remedies. In the event of any violation of the provisions of the Act, this Declaration, the Bylaws or the rules and regulations of the Board or the Association by any Townhome Owner (either by his own conduct or by the conduct of any other Occupant of his Townhome or any invitee or licensee thereof) the Association, or its successors or assigns, or the Board, or its agent, shall have each and all of the rights and remedies that may be provided for in the Act, this Declaration, the Bylaws or said rules and regulations, or that may be a vailable a t law or in equity, and may prosecute an action or other proceedings against such defaulting Townhome Owner and/or other Occupant for enforcement of any lien and the appointment of a receiver for the Townhome and Ownership interest of such Townhome Owner, or for damages or injunction or specific performance, or for judgment for payment of money and collection thereof, or for any combination of remedies, or for any other relief. All expenses of the Board in connection with any such actions or proceedings, including court costs and attorneys' fees and other fees and expenses and all damages, liquidated or otherwise, together with interest, thereon at the maximum allowed rate by law per annum until paid, shall be charged to and assessed against

such defaulting Townhome Owner, and shall be added to and deemed part of his respective share of the common expenses, and the Association shall have a lien for all of the same, as well as for nonpayment of his respective share of the common expenses, upon the Townhome and Ownership in interest in the Common Elements of such defaulting Townhome Owner and upon all of his additions and improvements thereto and upon all of his personal property in his Townhome or located elsewhere on the Property; provided, however, that such lien shall be subordinate to the lien of a recorded first mortgage or deed of trust on the interest of such Townhome Owner, except for the amount of the proportionate share of said common expenses that become due and payable from and after the date on which the beneficiary of said mortgage or deed of trust either takes possession of the Townhome, accepts a conveyance of any interest therein (other than as a security) or forecloses its mortgage or deed of trust. In the event of any such default by any Townhome Owner, the Board and the manager or Managing Agent, if so authorized by the Board, shall have the authority to correct such default and to do whatever may be necessary for such purpose, and all expenses in connection therewith shall be charged to and assessed against such defaulting Townhome Owner and secured by the lien hereinabove provided. Any and all such rights and remedies may be exercised at any time and from time to time, cumulatively or otherwise, by the Board. This paragraph shall not be amended, changed, modified or rescinded without the prior consent of all holders of mortgage and deed of trust liens against Townhomes whose respective interests appear of Record.

The violation of any restriction or condition or regulation adopted by the Board or the breach of any covenant or provision herein contained shall give the Association, acting through the Board, the right, in addition to any other rights provided for in this Declaration: (a) to enter (either peaceably or forcibly without liability to such Townhome Owner for such entry) upon the Townhome, or any portion of the Property upon which or as to which such violation or breach exists, and summarily to abate and remove, at the expense of the defaulting Townhome Owner, any structure, thing or condition that may exist thereon contrary to the intent and meaning of the provisions hereof, and the Board, or its employees or agents, shall not thereby be deemed guilty in any manner of trespass; or (b) to enjoin, abate or remedy by appropriate legal proceedings, either at law or in equity, the continuance of any breach; or (c) to take possession (either peaceably or forcibly without liability to such Townhome Owner for such entry) of such Townhome Owner's interest in the Property and to maintain an action for possession of such Townhome in the manner provided by law.

If any Townhome Owner (either by his own conduct or the conduct of any other Occupant of his Townhome or any invitee or licensee thereof) shall violate the Act, or any of the covenants, restrictions or provisions of this Declaration or any of the rules and regulations adopted by the Board, and if such default or violation shall continue for ten (10) days after notice to the Townhome Owner in writing from the Board, or shall occur repeatedly during any ten (10) day period after such written notice or request to cure such violation from the Board, then the Board shall have the power to issue to said defaulting Townhome Owner a notice in writing terminating the rights of the said defaulting Townhome Owner to continue as a Townhome Owner and to continue to occupy, use or control his Townhome, and thereupon an action in equity may be filed by the Association, acting through the Board, against said defaulting Townhome Owner for a decree of mandatory injunction against such defaulting Townhome Owner or Occupant, or in the alternative, for a decree declaring the termination of said defaulting Townhome Owner's right to

occupy, use or control the Townhome owned by hire on account of said violation, and ordering that all right, title and interest of said defaulting Townhome Owner in the Property shall be sold (subject to the lien of any existing deed of trust or mortgage) at a judicial sale upon such notice and terms as the court shall determine, except that the court shall enjoin and restrain the said defaulting Townhome Owner from reacquiring his interest at such judicial sale. The proceeds of any such judicial sale shall first be paid to discharge court costs, court reporter charges, reasonable attorneys' fees and all other expenses of proceeding and sale, and all such items shall be taxed against said defaulting Townhome Owner in said decree. Any balance of proceeds, after satisfaction of such charges and any unpaid assessments or liens hereunder, shall be paid to said defaulting Townhome Owner. Upon the confirmation of such sale, the purchaser shall thereupon be entitled to a deed to the Townhome and the Townhome Owner's corresponding percentage of Ownership in the Common Elements, and to immediate possession of the Townhome sold, and may apply to the court for a writ of assistance for the purpose of acquiring such possession, and it shall be a condition of any such sale, and the decree shall so provide, that the purchaser shall take the interest in the Townhome Ownership sold subject to this Declaration.

18. Amendment. The provisions of this Declaration may be changed, modified or rescinded by an instrument in writing, setting forth such change, modification or rescission, signed by not less than sixty-seven percent (67%) of the Townhome Owners and acknowledged; provided, however, that all lien holders of Record shall have been notified by certified mail of such change, modification or rescission and an affidavit by the secretary of the Association certifying to such mailing shall be made a part of such instrument.

Notwithstanding the foregoing, if the Act, this Declaration or the Bylaws require the consent or agreement of all Townhome Owners or of all lien holders for any action specified in the Act or in this Declaration, then any instrument changing, modifying or rescinding any provision of this Declaration with respect to such action shall be signed by all Townhome Owners or all lien holders or both as required by the Act or this Declaration. The change, modification or rescission, shall be effective upon the Recording of such instrument; provided, however, that no provisions in the Declaration may be changed, modified or rescinded so as to conflict with the provisions of this Act.

19. Notices. Notices provided for in the Act, this Declaration or the Bylaws shall be in writing, and shall be addressed to the Association, the Board or any Townhome Owner, as the case may be. The Association or Board may designate a different address or addresses for notices by written notice of such change of address to all Townhome Owners. Any Townhome Owner may designate a different address for notices to him by giving written notice to the Association. Notices addressed as above shall be deemed delivered when mailed by the United States registered or certified mail, or when delivered in person with written acknowledgement of the receipt thereof. Upon written request to the Board, the holder of any recorded mortgage or trust deed encumbering any Townhome shall be given a copy of all notices permitted or required by this Declaration to be given to the Townhome Owner or Owners whose Townhome is subject to such mortgage or trust deed.

20. Severability. If any provision of this Declaration or the Bylaws, or any section, sentence, clause, phrase or word, or the application thereof in any circumstance, is held invalid, the

validity of the remainder of this Declaration and the Bylaws and the application of any such provisions, section, sentence, clause, phrase or word in any other circumstances shall not be affected thereby, and the remainder of this Declaration or the Bylaws shall be construed as if such invalid part was never included therein.

21. Rights and Obligations. Each grantee of Developer, by the acceptance of a deed of conveyance with respect to any part of the Property, accepts the same subject to all restrictions, conditions, covenants, reservations, liens and charges of, and the jurisdiction, rights and powers created or reserved by, this Declaration. All future Townhome Owners and Occupants shall be subject to and shall comply with the provisions of this Declaration. Any restrictions or rules in the Bylaws that are more than administrative in nature such as, but not limited to, reservations in favor of and future rights of Developer, are hereby incorporated into and made a part of this Declaration by reference. All rights, benefits and privileges of every character hereby imposed 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 the Property, and shall inure to the benefit of such grantee in like manner as though the provisions of this Declaration were recited and stipulated at length in each and every such deed of conveyance or contract for conveyance.

All present and future Townhome Owners, tenants and occupants of a Townhome shall be subject to, and shall comply with, the provisions of the Bylaws, as they may be amended from time to time. The acceptance of a deed of conveyance, devise of or lease to a Townhome, or the entering into occupancy of any Townhome, shall constitute an agreement that the provisions of the Bylaws and any rules and regulations promulgated thereunder, as they may be amended from time to time, are assumed, accepted and ratified by such Townhome Owner, tenant or 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 Townhome, as though such provisions were recited and stipulated at length in each and every deed, conveyance or lease thereof.

The terms and conditions of this Declaration, the Bylaws and the rules and regulations promulgated thereunder may be incorporated by reference in, and become part of any agreement between any first mortgagee and any Townhome Owner who enters into such agreement with a first mortgagee. When so incorporated, any default, in the terms and conditions of this Declaration, the Bylaws or the said rules and regulations may be considered as a default by the first mortgagee, whereupon said first mortgagee, after exercising its option to declare a default, shall then have all of the rights and privileges arising as a result of a default under its agreement with said Townhome Owner.

22. Trustee as Townhome Owner. In the event title to any Townhome is conveyed to a land title holding trust, under the terms of which all powers of management, operation and control of the Townhome remain vested in the trust beneficiary or beneficiaries, then the beneficiary or beneficiaries thereunder shall be considered Townhome Owners for all purposes and they shall be responsible for payment of all obligations, liens or indebtedness and for the performance of all agreements, covenants and undertakings chargeable or created under this Declaration against such Townhome. No claim shall be made against any such title holding trustee personally for payment of any lien or obligation created hereunder, and such trustee shall not be obligated to

sequester funds or trust property to apply in whole or in part against such lien obligation. The amount of any such lien or obligation shall continue to be a charge or lien upon the Townhome and the beneficiaries of such trust, notwithstanding any transfers of the beneficial interest of any such trust or any transfer of title to such Townhome.

23. Condemnation. In the event of a taking in condemnation or by eminent domain of a part of the Common Elements, the award made for such taking shall be payable to the Board for and on behalf of the Association. If a majority of the Board in its sole and absolute discretion approve the repair and restoration of such Common Elements, the Board shall arrange for the repair and restoration of such Common Elements, the Board shall disburse the proceeds of such award to the contractor(s) engaged in such repair and restoration in appropriate progress payments, In the event that the Board does not approve the repair and commence restoration of such Common Elements within one hundred twenty (120) days after taking by the public or private authority, the Board shall disburse the net proceeds of such award on the basis of each Townhome's percentage of Ownership in. the Common Elements.

24. Rights Reserved. The Townhome Owners' rights of enjoyment in the Common Elements shall be subject to:

(a) The right of the Association, as provided in its Bylaws, to suspend the enjoyment rights of any member in utilities, ingress and egress, and all other rights in the Common Elements for any period during which any Assessment remains unpaid, and for such period as it considers appropriate for any infraction to its published rules and regulations; and

(b) The right of the Association to charge reasonable fees for the use of designated parts of the Common Elements; and

(c) The right of the Association to diminish in any way or to dedicate or transfer all or any part of the Common Elements to any public agency or authority for such purposes and subject to such conditions as may be agreed to by the members entitled to vote thereon, provided that no such diminution or dedication or transfer, nor any determination as to the purposes or conditions thereof, shall be effective unless Developer (or its successors or assigns) and members of the Association entitled to cast two-thirds of the total votes of all classes of members entitled to vote thereon have approved such dedication, transfer, purpose or condition; and

(d) The right of Developer, at its sole expense, to relocate, expand, modify, reduce, enlarge or extend existing driveways, parking areas and yard and to construct, relocate, expand, modify, reduce, enlarge or extend sewers, utility lines or service connections in order to serve the existing Building; and

(e) The right of the Association to grant such licenses, permits, easements and rights-of-way to such utility companies or public agencies or authorities as it shall deem necessary for the proper servicing, maintenance and operation of the Common Elements and the individual Townhomes.

25. Captions. The captions herein are inserted only as a matter of convenience, and in no way define, limit or describe the scope of these provisions or the intent of any provision hereof.

26. Gender and Number. The use of the masculine or neuter gender in this Declaration and in the Bylaws shall be deemed to include the masculine, feminine and neuter gender whenever the context so requires, and the use of the singular shall be deemed to include the plural whenever the context so requires, and vice versa.

IN WITNESS WHEREOF, Developer has caused this Declaration to be executed this 5 day of November, 2013.

MK2 Properties, GP

BY: K2 PROPERTIES, LLC,
A Tennessee limited liability company
Partner

By: Kevin Dattilo
Its: Chief Manager

STATE OF TENNESSEE
COUNTY OF WILLIAMSON

Personally appeared before me, a Notary Public for the State and County aforesaid, Kevin Dattilo, with whom I am personally acquainted (or who proved to me his/her identity on the basis of satisfactory evidence), and who, upon oath, acknowledged that he executed the within instrument for the purposes therein contained, and who further acknowledged that he is the Chief Manager of K2 Properties, LLC, a partner of MK2 Properties, GP, a Tennessee general partnership, and is authorized by said general partnership to execute this instrument on its behalf.

Witnessed before me this 5th day of November, 2013.

Notary Public

My commission expires: 11/10/13.

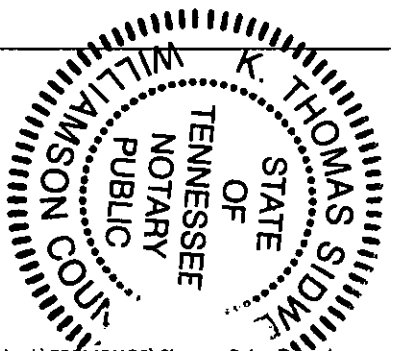


EXHIBIT A

LEGAL DESCRIPTION

East half of Unit no. 1 and all of Units 2 and 3 of Lot No. 65-B, Map of Battlefield Estates, Section 1, Plat Book 843, pages 96 and 97, R.O.D.C., Tennessee.

EXHIBIT B

BYLAWS

OF

CLAYTON AVENUE TOWNHOMES HOMEOWNERS' ASSOCIATION

ARTICLE I
Members (Unit Owners)

Section I. Eligibility. The members of Clayton Avenue Townhomes Homeowners' Association, a Tennessee unincorporated association (the "Association"), existing in accordance with the provisions of Tennessee Code Annotated Section 66-27-401, shall consist of the Unit Owners within the Clayton Avenue Townhomes development (the "Property"). The Declaration which created the Townhome development (the "Declaration") is recorded as Instrument No. 20131108-0116123, Register's Office for Davidson County, Tennessee. These and other terms are used in these Bylaws as they are defined in the Declaration. TI1e words "member" or "members" as used in these Bylaws mean and shall refer to "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 remains vested in the trust beneficiary, then the member shall be the beneficiary of such trust.

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

Section 3. 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 I. Number. Elect ion 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, a if a Unit owner is a trustee of a trust, a Director may be a beneficiary of such trust, and if n Unit Owner or such a beneficiary is a corporation or partnership, a Director may be an officer, partner or employee of such Unit Owner or beneficiary). If a Director shall cease to meet such qualifications during his term, such Director shall cease to be a Director and his or her place on the Board shall be deemed vacant.

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 I. 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 officer 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 of 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.

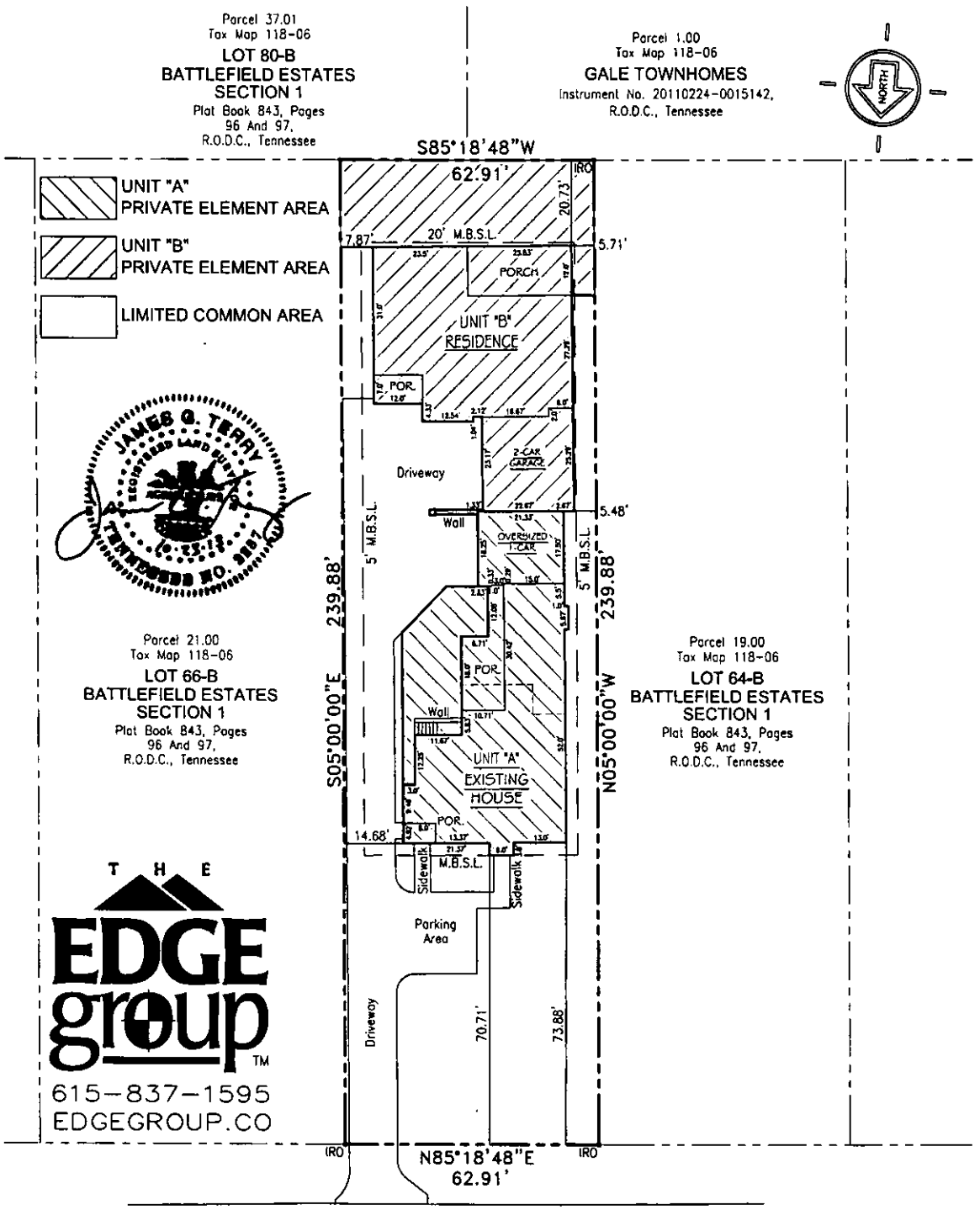
The undersigned hereby certifies that the foregoing Bylaws were duly adopted as the Bylaws of Clayton Avenue Townhomes.

Dated this 5th day of November, 2013.

MK2 PROPERTIES, GP
A General Partnership

K2 Properties, LLC
By: Kevin J. Datillo
Its: Chief Manager

EXHIBIT C



THE EDGE group™
615-837-1595
EDGEGROUP.CO

CLAYTON AVENUE

(60' PUBLIC RIGHT-OF-WAY)

HORIZONTAL PROPERTY LINE REGIME

825A-825B CLAYTON AVENUE

PROPERTY LOCATED:
825A-825B CLAYTON AVENUE
17th Councilmanic District
Metropolitan Nashville, Davidson
County, Tennessee

LAND DESCRIPTION:
East half of Unit No. 1 And
All Of Units 2 And 3 Of Lot
No. 65-B, Map Of Battlefield
Estates, Section 1, Plat Book
843, Pages 96 And 97, R.O.D.C.,
Tennessee

Scale : 1" = 30'

30 0 30 60 90

DATE: OCTOBER 21, 2013

JAMES TERRY & ASSOCIATES
198 JACKSONIAN DRIVE
HERMITAGE, TENNESSEE 37076
PHONE # 615-883-2918

JOB # 2013-176