BILL GARRETT, Davidson County
Trans:T20140029396 DEEDMAST
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This instrument is prepared by:
Marshall L. Hix
Wyatt, Tarrant & Combs, LLP
2525 West End Avenue, Suite 1500
Nashville, Tennessee 37203

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR 1503 SHELBY TOWNHOMES A HORIZONTAL PROPERTY REGIME WITH PRIVATE ELEMENTS

THIS DECLARATION, made and entered into by Howboutpickles, LLC, hereinafter referred to as the "Developer".

ARTICLE I
SUBMISSION; TWO SEPARATELY TAXABLE AND ALIENABLE DWELLINGS; DEFINED TERMS; NOT A CONDOMINIUM

Section 1.1. Submission of Real Estate. The Developer is the owner of certain real property located in the County of Davidson, State of Tennessee, and described on Exhibit A attached hereto (the "Property"). The Developer intends to and does hereby submit the Property together with all buildings, structures, improvements and other permanent fixtures of whatsoever kind thereon, and all rights and privileges belonging or in any way pertaining thereto to the provisions of the Tennessee Condominium Act of 2008, Tenn. Code Ann. § 66-27-201 *et seq.* (the "Act"), for the express purpose of establishing thereon a horizontal property regime with private elements to be known as "1503 Shelby Townhomes." The Developer further desires to establish said horizontal property regime for its own benefit and for the mutual benefit of all future owners or occupants of the Property, herein described, or any part thereof, and intends that all future owners, occupants, mortgagees, and any other persons hereinafter acquiring any interest in the Property, shall hold such 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; as hereinafter set forth, all of which are declared to be in furtherance of a plan to promote and protect the cooperative aspects of residence on the Property, and are established for the purpose of enhancing the value, desirability and attractiveness of the Property. See Exhibit D, hereto attached, for the required Attorney's Certificate.

Section 1.2. Two Separate Dwellings. It is the intent of the Developer that it be established that the two attached dwelling Units constructed on the Property be separately taxable and alienable residential dwellings. More specifically, it is the Developer's intent that by the filing of this Declaration the improvement existing on the Property be divided by the Davidson County Property Assessor into two separately taxed parcels, and that thereafter the two Units may be sold or transferred to and owned by two separate owners or groups of owners.

Section 1.3. Defined Terms. Each capitalized term not otherwise defined in this Declaration shall have the meanings specified or used in the Act.

Section 1.4. Not a Condominium. The Developer specifically states that the intention of this Declaration is not to create a Condominium, as set out in Tenn. Code Ann. § 66-27-201 *et seq.*, but rather a Horizontal Property Regime with Private Elements, as set out in the Tennessee Horizontal Property Act, Tenn. Code Ann. § 66-27-101 *et seq.*

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

Section 2.1. Names.

(a) Declaration. This DECLARATION OF 1503 SHELBY TOWNHOMES, A HORIZONTAL PROPERTY REGIME WITH PRIVATE ELEMENTS, may hereinafter be referred to as "Declaration".

(b) Development. The name of the Development shall be "1503 Shelby Townhomes", a horizontal property regime with private elements, and includes the Property and all improvements thereon.

(c) Association. The name of the Association is "1503 Shelby Homeowners Association", an unincorporated association, which has or will be formed, to be managed by the owners of the Units.

Section 2.2. Real Estate. The Development is located in Davidson County, Tennessee. The Property of the Development is described in Exhibit A, which is attached hereto and incorporated herein by reference. There are two dwelling units currently constructed on the Property which have a form and style which are commonly referred to and known as "Townhomes", and which are attached by a common outside wall and roof, but which are otherwise separate regarding all entrances, utilities, and the like. The two Units shall be separately taxable and alienable. The Property consists of all such lands and improvements.

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

ARTICLE III
THE ASSOCIATION

Section 3.1. Authority. The business affairs regarding any Common Elements of the Development shall be managed by the Association. The Association shall be governed in accordance with its By-Laws, attached hereto as Exhibit C.

Section 3.2. Powers. The Association shall have all of the powers, authority and duties permitted pursuant to the Act necessary and proper to manage the business and affairs regarding any Common Elements of the Development, other than those matters designated as being the responsibility of the owner of an individual Unit, as set out herein, so long as the Act does not provide to the contrary.

ARTICLE IV
UNITS

Section 4.1. Identification of Units. "Unit" means the residential structures designated and referred to as "Private Element Unit A" and "Private Element Unit B" on Exhibit B, which is attached hereto and incorporated herein by reference, located on the Real Estate and having direct access to the Common Elements. Each Unit shall be subject to fee simple ownership and exclusive use by the owner thereof. The identification numbers, location, and extent of each Unit are as shown on said Exhibit B.

Section 4.2. Unit Boundaries. The boundaries of each Unit are located as shown on the Plat. Each Unit is more particularly described as an attached building, together with the land located under said building, together with the heating, hot water, and air conditioning apparatus exclusively serving the Unit whether or not located within the boundaries of the Unit or the Limited Common Element associated with each Unit.

ARTICLE V
COMMON ELEMENTS; LIMITED COMMON ELEMENTS

Section 5.1. Common Elements. "Common Elements" means:

(a) The Property in fee simple, except as included in the Private Elements; and

(b) All other devices or installations existing for common use, and all other elements of the structures erected upon the Property which are rationally of common use or necessary to their existence, upkeep and safety.

Section 5.1. Limited Common Elements. A "Limited Common Element" means a portion of the Common Elements, designated in this Declaration, or on the Plat, or by the Act, for the exclusive use of one of the Units. Limited Common Elements include, but are not necessarily limited to, utility services, lawns, landscaping, sidewalks, and concrete drives existing or established on the Limited Common Element associated with a Unit, and serving or benefitting only that Unit. Specifically, as depicted in Exhibit B, attached hereto, Limited Common Element Unit A is for the exclusive use of Private Element Unit A, and Limited Common Element Unit B is for the exclusive use of Private Element Unit B.

ARTICLE VI
MAINTENANCE, REPAIR AND REPLACEMENT

Section 6.1. Limited Common Elements. The Owner of a Unit to which the Limited Common Elements described herein or in Exhibit B are allocated shall maintain, repair, and replace those Limited Common Elements as needed as to matters pertaining only to that Unit. This shall include, but not necessarily be limited to, maintenance of the lawn and landscaping, deck, sidewalks, and Concrete Drive entirely within the boundaries of the Limited Common Element associated with said Unit.

Section 6.2. Expense Allocation Regarding Limited Common Elements. Any expense associated with the maintenance, repair or replacement of a Limited Common Element as set forth in Section 6.1 shall be paid for by the owner of the Unit concerned.

Section 6.3. Common Elements other than Limited Common Elements. In the event that repair, maintenance, or replacement of any element that serves both Units shall become reasonably necessary for the protection of both Units, then such expenses shall be approved by the Association, and expenses related thereto shall be shared and paid by the owners of both Units equally. Such expenses are referred to as Common Expenses. Such Elements may include, but not necessarily be limited to, the roofs of the Units where they join, or the wall that adjoins the Units.

ARTICLE VII
DEVELOPMENT RIGHTS

Section 7.1 The Developer reserves the right to amend this Declaration or the Plat, except for amendments altering the boundaries between adjoining Units, subdividing Units, and changing the allocated percentage of ownership allocated to such Units owned by the Developer prior to the conveyance of both Units to a person or persons other than the Developer.

ARTICLE VIII
ALLOCATED INTERESTS

Section 8.1. The undivided interest in the Common Elements and the Common Expenses are allocated to the Association, and may be done so by separate deed, if deemed necessary. Voting rights in the Association are allocated equally to the owners of each Unit, with each such owner having a single vote.

ARTICLE IX
EASEMENTS AND LICENSES

Section 9.1. Recording Data. All recorded easements and licenses actually known to Developer to which the Development is presently subject are depicted on the Plat.

Section 9.2. Implied Easements. There shall be an implied easement for each Unit owner to establish, maintain, service, and repair any utility service for the benefit of the Unit upon or across the Limited Common Element of the other Unit, in the event that such a service or associated equipment exists now or must later be established. In the event that such easement is used, the Unit owner benefitted by such service must bear the expense and responsibility to reasonably repair the Limited Common Element of the other Unit in the event that damage occurs as the result of such use of the Implied Easement.

ARTICLE X
RIGHTS OF MORTGAGEES

Section 10.1. Notwithstanding anything to the contrary contained in this Declaration or in the By-Laws of the Association, all terms, conditions, regulations, and requirements which are now existing, or which may be amended from time to time by the Federal National Mortgage Association, the Federal Home Loan Mortgage Corporation, or the Federal Home Loan Bank Board, pertaining to planned unit developments, horizontal property regimes, or townhomes, are hereby incorporated as terms and conditions of this Declaration and By-Laws and such shall be governing upon the Property, Developer, and the Association, so long as such terms or conditions are not inconsistent with the Act.

IN WITNESS WHEREOF, the Developer has executed this Declaration this 21st day of April, 2014.

HOWBOUTPICKLES, LLC

By: _____
William F. Snyder
Its: Authorized Member

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, the undersigned, a Notary Public in and for said county and state, the within named William F. Snyder, with whom I am personally acquainted, and who, upon oath, acknowledged that he is the Authorized Member of Howboutpickles, LLC, the Developer in this Declaration, and that he, as such Authorized Member, executed the within instrument in the capacity and for the purposes therein contained.

Witness my hand this 21st day of April, 2014.



_____
Notary Public

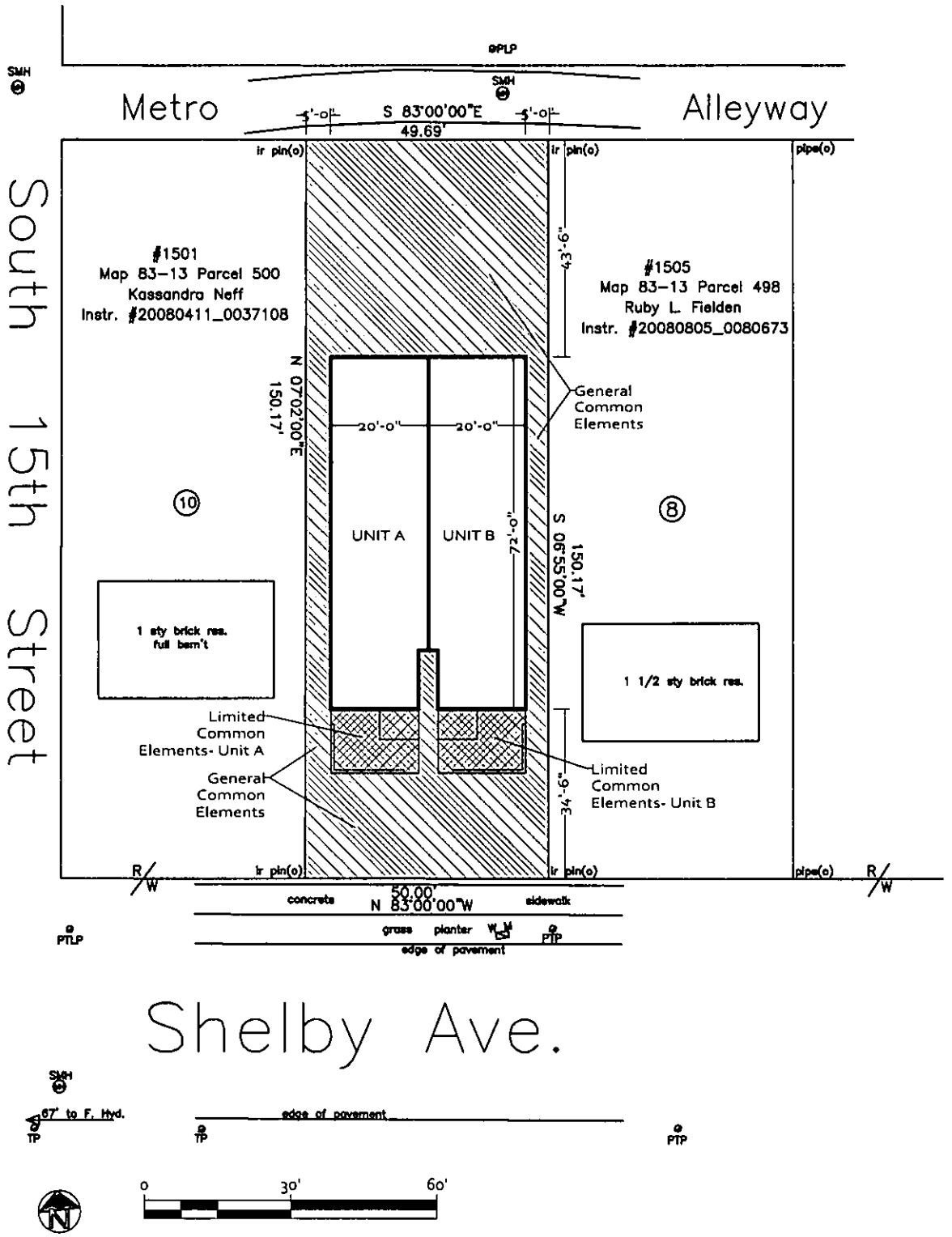
My Commission Expires August 23, 2016

EXHIBIT A
(Description of Property)

Land in Davidson County, Tennessee, being Lot No. 9 on the Plan of Blakemore and Park's Shelby Avenue Addition, of record in Plat Book 57, page 151, Register's Office for Davidson County, Tennessee, to which Plan reference is hereby made for a more complete description of the property.

Being the same property conveyed to Howboutpickles, LLC by Warranty Deed from Martha L. Garland and husband, John T. Garland dated January 17, 2014 and recorded January 17, 2014 at 14:48 as Instrument No. 20140117-0005016, Register's Office for Davidson County, Tennessee.

EXHIBIT B
(Exhibit Map)



(n)habit design + interiors
427 Chestnut Street, #226
Nashville, TN 37203
615.881.2066
www.n-habit.net

04/23/2014

1503 Shelby Avenue Townhomes

EXHIBIT C

BY-LAWS OF

1503 SHELBY TOWNHOMES, A HORIZONTAL PROPERTY REGIME WITH PRIVATE ELEMENTS

ARTICLE I

Members (Unit Owners)

Section 1. Eligibility. The Members of 1503 Shelby Homeowners Association, an unincorporated association, shall consist of the Unit Owners of the property known as 1503 Shelby Townhomes located in Nashville, Davidson Country, Tennessee (the "Property"). If a Unit Owner is a trust, then the member shall be a beneficiary of such trust, and if a Unit Owner or such a beneficiary is a corporation or partnership, the member may be an officer, partner or employee of such Unit Owner or beneficiary.

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 Members. 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 the Unit Owners at least ten (10) days prior to the date of the meeting.

Section 4. Special Meetings. Special meetings of Unit Owners may be called by the Unit Owners. 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, starting the date, time and place of the special meeting and the matters to be considered.

Section 5. Delivery of Notice of Meetings. Notices of meeting shall be delivered either personally or by mail or other carrier to Unit Owners at the addresses given to the Association 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 Association.

Section 6. Voting. Each Unit shall have one (1) vote, except the Developer, which shall have four (4) votes for each Unit it owns. 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 Association 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 Association.

Section 7. **Quorum**. A quorum of Unit Owners for any meeting shall be constituted by no less than eighty percent (80%) of the votes of the Unit Owners represented in person or by proxy at such meeting.

ARTICLE II

Officers

Section 1. **Designation**. At each regular annual meeting of the Association, a majority of the Members present and entitled to vote at such meeting may elect the following officers of the Association by a majority vote:

a) A President, who shall preside over meetings of the 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 Association and of Unit Owners, financial records, and who shall, in general, perform all the duties incident to the office of Secretary/Treasurer; and

c) The office of President and Secretary/Treasurer may be held by the same person or entity.

Section 2. **Powers.** The respective officers shall have the powers which would otherwise be exercised by a board of directors and general powers usually vested in such officers; including the following:

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

b) To engage the services of an agent (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 Members may approve;

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

d) To provide for the maintenance, repair, and replacement of the Common Elements and payments therefore as approved by at least eighty percent (80%) of the Members;

e) 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;

f) To borrow money for the purpose of repair or restoration of Common Elements with the approval at least eighty percent (80%) of the Members of the Association;

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

h) Unless otherwise provided herein or in the Declaration, to comply with the instructions of eighty percent (80%) of Unit Owners as expressed in resolutions duly adopted at any annual or special meeting of Unit Owners;

i) 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 3. **Terms of Office**. The President shall hold office until his successor shall have been appointed or elected and qualified and the Secretary/Treasurer shall hold office until his successor shall have been appointed or elected and qualified.

Section 4. **Vacancies.** Vacancies in any office shall be filled by the majority vote of the Members at a special meeting of the Association. Any officer so elected to fill a vacancy shall hold office for a term equal to the unexpired term of the officer he succeeds. Any officer may be removed for cause at any time by vote of no less than eighty (80%) of the Members at a special meeting thereof.

Section 5. **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.

ARTICLE III

Assessments

Section 1. **Annual Budget**. The Association 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 legal and accounting fees, working capital funds, supplies, materials, parts, services,

maintenance, repairs, replacements, landscaping, insurance 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 Association, 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 Association, on the interest of such Unit Owner in the Property.

The Association, acting through the President, 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 the President, 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 otherwise available at law or in equity, for the collection of all unpaid assessments.

Section 3. **Records and Statement of Account**. The Association 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 President may cause the Association to discharge any mechanic's lien or other encumbrances which in the opinion of the President 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 IV

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 Association cause unreasonable noise or disturbance to others.

Each Unit Owner shall maintain his Unit and its Private Elements and its Limited Common 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.

No Unit Owner shall display, hang, store or use any clothing, sheets, blankets, laundry, or other articles outside such Owner's Unit, or which may be visible from the outside of such Owner's Unit (other than draperies, curtains, or shades of a customary nature and appearance, subject to the rules and regulations of the Association), or paint or decorate or adorn the outside of such Owner's Unit, or install outside such Owner's Unit any canopy or awning, or outside radio or television antenna, or Citizens Band radio transmitters, neon signs, or other equipment, fixtures or items of any kind, without the prior written permission of the Association or the written permission of the Managing Agent, acting in accord with the Association's discretion. The foregoing restrictions as to use and occupancy shall not be construed to prohibit a Unit Owner from placing and maintaining outdoor furniture and decorative foliage of a customary nature and appearance on a patio or deck which is a Private Element. No owner of a Unit shall display, hang, store or use any signs or flags outside such Owner's Unit or which may be visible from the outside of such Owner's Unit (except for special event or sports flags for no longer than twenty-four (24) hours at a time) without the prior written permission of the President or the written permission of the Managing Agent, acting in accord with the Association's discretion. So long as the Developer owns any Units, the Developer shall not require Association's approval for signage it deems necessary for the marketing of the project.

No structure of a temporary character, trailer, motor home, boat, tent, shack, garage, barn, or other out-buildings shall be permitted on the Property at any time, temporarily or permanently, except with the prior written consent of the Association; provided, however, that temporary structures may be erected for use in connection with the repair or rebuilding of the Buildings or any portion thereof.

Section 2. **Animals**. No animals shall be raised, bred, or kept in any Unit, except for dogs, household cats and small birds owned as household pets by a Unit Owner, provided that said pet is not kept for any commercial purpose, and provided that said pet shall be kept in strict accordance with the administrative rules and regulations relating to household pets from time to time adopted or approved by the Association.

All dogs owned by Unit Owners and kept in a Unit shall be on leash while outside the Unit, except that any Unit Owner may keep a dog in his fenced yard. All such dogs shall be exercised by the Unit Owner at places on the Property which do not interfere with the use and enjoyment of the same by other Owners. An Owner shall be responsible for all damage to Common Areas caused by said Owner's dog and the Owner shall clean up after such Owner's dog.

Section 3. **Trash**. Trash, garbage, and other waste shall be kept only in sanitary containers, and shall be disposed of in a clean and sanitary manner as prescribed from time to time in rules and regulations of the Association.

Section 4. **Use by Developer**. During the period of sale by the Developer of any Units, the Developer, and the Developer's agents, employees, contractors and subcontractors, and their respective agents and employees, shall be entitled to access, ingress to and egress from said Buildings and Property as may be required for purposes of said sale of Units. While the Developer owns any of the Units and until each unit sold by it is occupied by the purchasers, the Developer and its employees may use and show one or more of such unsold or unoccupied Units as a model Unit or Units and may use one or more of such unsold or unoccupied Units as a sales office, and may maintain customary signs in connection therewith.

Section 5. **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. Storage of boats, trailers, campers, and motor homes on the Property shall not be permitted.

Section 6. **Wiring**. No Unit Owner shall overload the electrical wiring in a Building, or operate any machines, appliances, accessories or equipment in such manner as to cause, in the judgment of the Association, an unreasonable disturbance to others, or connect any machines, appliances, accessories or equipment to the heating or plumbing system, without the prior written consent of the Association or the prior written consent of the Managing Agent, given in accord with the Association's discretion.

Section 7. **Architectural Control**. The exterior of the Units shall not be altered or changed in any way without the written consent of the Association.

Section 8. **Patios**. All patios and decks shall be maintained by the Owner to which area is assigned and shall be designated as a Private Element.

Section 9. **Landscaping**. Landscaping shall be maintained by the applicable Unit Owner and shall be weeded and mulched as necessary in order to maintain appropriate curb appeal for this type of development. In the event a Unit Owner does not maintain the landscaped area the Association shall have the right to maintain the same and charge the applicable Unit Owner for said maintenance.

Section 10. **Fencing**. No fencing shall be allowed other than fencing installed by the Developer or as approved by the Association.

Section 11. **Parking**. Parking shall be in the areas so designated to each Unit as prescribed herein and subject to rules and regulations of the Association.

Section 12. **Single Family Residence**. Each unit shall be used as one single family residence only.

Section 13. **Restrictions on Alienation.** A Unit shall be subject to the following restrictions on alienation:

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

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

Section 14. **Rules and Regulations**. Unit Owners shall be subject to such further restrictions as may be contained in the 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 Association. Such rules and regulations shall be binding rules and regulations of the Association and copies of such rules and regulations and any amendments or additions thereto shall be furnished to all Unit Owners upon request.

ARTICLE V

Contractual Powers

No contract or other transaction between this Association and one (1) or more of its officers, or between the Association and any corporation, firm or association in which one (1) or more of the officers of the Association are Directors, or are financially interested, is void or voidable because such officer or officers are present at the meeting of the Association 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 Association and noted in the minutes and the Association 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 officer or officers; or

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

Common or interested officers may be counted in determining the presence of a quorum at a meeting of the Association which authorizes, approves or ratifies a contract or transaction.

ARTICLE VI

Amendments

These By-Laws may be amended or modified from time to time by action or approval of a not less than 80 percent (80%) of the Unit Owners. Such amendments shall be recorded in the Office of the Register of Deeds of Davidson County, Tennessee.

ARTICLE VII

Indemnification

Section 1. General. To the extent permitted by law, the Association shall indemnify and hold harmless each of its officers against all contractual and other liabilities to others arising out of contracts made by, or other acts of such officers or arising out of their status as officers, 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 officer may be involved by virtue of such person's being or having been such officer, officer, or committee member, provided, however, that such indemnity shall not be operative with respect to (a) 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 officer, or (b) any matter settled or comprised, unless, in the opinion of independent counsel selected by or in a manner determined by the Association, there are not reasonable grounds for such person's being adjudged liable for gross negligence or fraud in the performance of his duties as such officer.

Section 2. Success on Merits. To the extent that 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 reasonably 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 Association 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 VII.

Section 4. **Miscellaneous**. The Association 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; provided, however, that the liability of any Unit Owner arising out of any contract made by or other acts of the officers, or out of the aforesaid indemnity in favor of the officers, shall be limited to such proportion of the total liability hereunder as said Unit Owner's percentage of interest in the Common Elements bears to the total percentage interest of all Unit Owners in the Common Elements. Every agreement made by the officers, or by the Managing Agent on behalf of Unit Owners shall provide that the officers, 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), and that each Unit Owner's liability thereunder shall be limited to such proportion of the total liability thereunder as his percentage of interest in the Common Elements bears to the total percentage interest of all Unit Owners in the Common Elements. The indemnification provided by this Article VII shall not be deemed exclusive of any other rights to which those seeking indemnification may be entitled under any statute, agreement, vote of members of the Association, or disinterested members of the Association or otherwise, both as to action in his official capacity and as to action in another capacity while holding such office. Such right to indemnification shall continue as to a person or entity who has ceased to be an officer of the Association and shall inure to the benefit of their heirs, executors, administrators, successors and assigns of such person or entity.

ARTICLE VIII

Mortgages

Section 1. **Notice to Association**. A Unit Owner who mortgages his Unit shall notify the Association 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 Association; and the Association shall maintain such information in a book entitled "Mortgages of Units."

Section 2. **Notice of Unpaid Charges**. The Association, 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 Association, 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 Association.

Section 4. **Examination of Books**. Each Unit Owner and 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 a valid first mortgagee shall be superior to the interest of the Association 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 deed of trust by reason of any default hereunder, and may proceed to enforce its rights according to the terms of the deed of trust notwithstanding any enforcement instituted by the Association.

ARTICLE IX

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 1503 Shelby Townhomes of record in the Office of the Register of Deeds for Davidson County, Tennessee.

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

ARTICLE X

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 statute or of the Declaration, the provisions of said statute or of the Declaration, as the case may be, shall control.

EXHIBIT D

(Attorney's Certificate)

This document is intended to serve as the attorney's opinion which is required under the terms of Tennessee Code Annotated § 66-27-103. The undersigned, Marshall L. Hix, 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., will have been met:

1. Declaration of 1503 Shelby Townhomes, a Horizontal Property Regime with Private Elements (the Declaration"), filed simultaneously herewith; and

2. Map Exhibit for the development, attached as Exhibit B to the Declaration; and

3. By-Laws of 1503 Shelby Townhomes, a Horizontal Property Regime with Private Elements, attached as Exhibit C to the Declaration; and

4. Restrictions as set out in the Declaration and By-Laws to be revised as needed.

Witness my hand this 21st day of April, 2014.

Marshall L. Hix

STATE OF TENNESSEE)
)
COUNTY OF DAVIDSON)

Personally appeared before me, the undersigned, a Notary Public in and for said county and state, the within named Marshall L. Hix, with whom I am personally acquainted, and who acknowledged that he executed the within instrument in the capacity and for the purposes therein contained.

Witness my hand this 21st day of April, 2014.

61157531.1
My Commission Expires:
May 20, 2014

Notary Public

SUSANNE C. PUGH
STATE OF TENNESSEE NOTARY PUBLIC
DAVIDSON COUNTY, TENN.