BILL GARRETT, Davidson County
Trans:T20140048932 DEEDMAST
Recvd: 07/09/14 13:23 23 pgs
Fees:117.00 Taxes:0.00
20140709-0060417

Prepared by and return to:

Perrone & Young (PRY)
109 Westpark Drive, Suite 330
Brentwood, Tennessee 37027-5062
615 / 373.6910

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR THE TOWNHOMES OF BELL ESTATES

A Horizontal Property Regime, With Private Elements,

THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR THE TOWNHOMES OF BELL ESTATES, a Horizontal Property Regime, With Private Elements, , made and entered into this 1st day of May 2014 by **Land Development.Com, Inc.**, a Tennessee corporation, with full power to with full power to transfer, sell, convey, mortgage or otherwise encumber without the joinder of any beneficiary (the "Developer")

RECITALS:

WHEREAS, Developer owns certain real property in Nashville, Davidson County, Tennessee, and more particularly described in the attached **Exhibit A**, known as Lot 5 on the Final Plat of Bell Estates, of record at Instrument No. 20140708-0060023, Register's Office for Davidson County, Tennessee (the "Property"); and

WHEREAS, the Developer intends to and does hereby submit the Property to the provisions of the Tennessee Horizontal Property Act, Tenn. Code Ann. § 67-27101 et seq., for the express purpose of establishing thereon a horizontal property regime with private elements to be known as The Townhomes of Bell Estates; and

WHEREAS, the Property is subject to and bound by the Declaration of Covenants, Conditions, and Restrictions for Bell Estates of record as Instrument 20140130-0008538, Register's Office for Davidson County, Tennessee, as amended by First Amendment to Declaration of Covenants, Conditions, and Restrictions for Bell Estates of record as Instrument 20140224-0015757, said Register's Office (together, the "Master Declaration") administered by the Bell Estates Homeowners Association, Inc., a Tennessee non-profit corporation (the "Master Association"), of which The Townhomes of Bell Estates will become a sub-association; and

WHEREAS, 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 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.

WHEREAS, Developer simultaneously herewith will establish The Townhomes of Bell Estates, Inc., a Tennessee non-profit corporation (the "Sub-Association"), which shall be an association of all of the townhome owners that are subject to and bound by the Sub-Association, and a sub-association of the Master Association; and

NOW, THEREFORE, the Developer declares as follows:

Section 1.01 **Recitals and Exhibits**. The Recitals and Exhibits are incorporated herein by reference as if repeated here verbatim.

Section 2.01 **Definitions.** As used herein, unless the context otherwise requires:

(a) "Act" means the Horizontal Property Act of the State of Tennessee, Tenn. Code Ann., Sections 66-27-101, *et sec.*

(b) "Board" means the Board of Directors of the Townhomes of Bell Estates, Inc., a Tennessee not-for-profit corporation.

(c) "Building" or "Buildings" means the buildings located on the Parcel and forming part of the Property and containing the Units. The "Building" or "Buildings" are and shall be delineated on the Plat. Upon annexation of additional phases into the provisions hereof, Building or Buildings shall also mean the buildings located upon the additional phase or phases so annexed.

(d) "Bylaws" means the Bylaws of The Townhomes of Bell Estates, Inc. attached hereto as **Exhibit C** and made a part hereof, as amended from time-to-time. For purposes of the Act, all provisions contained in this Declaration dealing with the administration and maintenance of the Property shall be deemed to be a part of the Bylaws.

(e) "Common Elements" means all real and personal property within the Property other than the Units (which include the Private Elements within the Units), which are now or hereafter owned by the Association, if any. The Common Elements are designated on the Plat and shall be held by the Association for the common use and enjoyment of the Unit Owners.

(f) "Declaration" means this instrument, as amended from time to tune.

(g) "Developer" means **Land Development.Com, Inc.**, a Tennessee corporation. its successors and assigns, provided such successors or assigns are designated in writing by Developer as a successor or assign of the rights of Developer set forth herein.

(h) "Governing Documents" means these Declarations, the Charter, the Bylaws of the Townhome Association, any Architectural Guidelines, and rules and regulations promulgated by the Board of Directors of the Association shall govern the Association and its members, as well as all governing documents of the Master Association.

(i) "Limited Common Elements" means any Common Elements contiguous to and serving a single Unit or a certain number of Units to the exclusion of other Units, as an inseparable appurtenance thereto, the enjoyment, benefit or use of which is reserved to the lawful Occupants of such Unit or Units either in this Declaration, on the Plat, or by later decision of all of the Unit Owners.

(j) "Majority" or "majority" of the Unit Owners" means the owners of more than fifty percent (50%) of the voting rights of the Unit Owners.

(k) "Master Association" shall mean Bell Estates Homeowners Association, Inc., a Tennessee non-profit corporation.

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

(m) "Parcel" means the parcel or tract of real estate described on Exhibit "A" attached to this Declaration. Upon annexation of additional phases into the provisions hereof, Parcel shall also mean the additional property so annexed.

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

(o) "Plat" means the plat or survey of the Parcel submitted to the provisions of the Act showing the number of each Unit, expressing its area, location and other data necessary for identification including but not limited to the area of the Private Elements upon which the Unit is located, said Plat The Townhomes of Bell Estates being attached hereto as **Exhibit B**.

(p) "Private Elements" means the lot area upon which each Unit is located and the improvements now or hereafter located thereon. Exclusive ownership in fee simple and use of the Private Elements for each Unit is reserved to such Unit. The area of the Private Elements for each Unit is as shown on the Plat. Lots, as referenced on the Plat, shall be deemed to refer to the Private Elements.

(q) "Property" means all the land and space comprising the Parcel, and all improvements and structures thereon, including the Buildings and all easements, rights and appurtenances belonging thereto, and all furniture, furnishings, fixtures and equipment intended for the mutual use, benefit or enjoyment of the Unit Owners, submitted to the provisions of the Act.

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

(s) "Townhome Association" or "Sub-association" shall mean The Townhomes of Bell Estates, Inc., a Tennessee non-profit corporation, whose Charter is filed in the Register's Office for Davidson County, Tennessee. The Townhome Association has been established to maintain and operate the Common Area, if any, and facilities generally benefiting its members, and to establish and collect assessments, if any, for that purpose. See Article IV for provisions concerning the Sub-association, and Article VI for provisions concerning assessments.

(t) "Unit" means a portion of the Property as shown and designated in the Plat for separate ownership and shall include the Private Elements and the residence and improvements now and hereafter located thereon. The Units are identified by number on the Plat and may be held and conveyed by reference to such number. Conveyance of a Unit shall automatically convey the undivided membership of each Unit Owner in the Association. Each Unit is numbered as shown on the Plat. Any Unit may be jointly or commonly owned in any estate recognized under applicable law. The term "Unit" as used in this Declaration shall have the same meaning as the term "Apartment" as used in the Act. The Units and land on which a Unit is located may also be referred to as a "Townhome Lot."

(u) "Unit Owner" shall mean and refer to one or more persons or entities, including Developer, who holds the record title to any Townhome which is part of the Property, but excluding in all cases any party holding an interest merely as security for the performance of an obligation. For the purpose of this Declaration, the Owner of a Townhome which is under lease shall be as follows: for the purpose of votes and assessments, the record owner of the Townhome; for the purpose of use and enjoyment of common facilities and amenities which are part of the Common Area, the tenant residing in the Townhome; provided, the record owner/lessor of a Townhome may assign the right to vote to its tenant if the assignment is in writing and a copy of the instrument is delivered to the Secretary of the Sub-association. The Board of Directors of the Association may promulgate reasonable regulations conditioning such use upon registration of the names of tenants with the Association.

ARTICLE III – PROPERTY SUBJECT TO THIS DECLARATION

Section 3.01. **Property**. The Property which is subject to this Declaration is located in Nashville, Davidson County, Tennessee, and is more particularly described as Lot 5 on the Final Plat of Bell Estates, of record at Instrument No. 20140708-0060023, Register's Office for Davidson County, Tennessee

ARTICLE III – PROPERTY RIGHTS

Section 3.1. **Right and Easement of Enjoyment; Exceptions**. Every Owner shall have a right and easement of enjoyment in and to the Common Area, if any, which shall be appurtenant to and shall pass with title to every Townhome Lot. "Common Area" means and refers to all non-Townhome Lots and areas which are shown and designated as Common Area or "Open Space" on any recorded final subdivision plat within any portion of the Property, but excludes that portion of the Property specifically designated as a Limited Common Area serving one or more Townhome Lots, together with all improvements owned or to be owned by the Townhome Association, but excluding streets and areas dedicated to the public. Developer shall release and quitclaim to the Association its right and title to the Common Areas, if any, except as limited in Section 3.2 hereof. The Owner's rights of enjoyment are subject to the following provisions:

a. The right of the Townhome Association to permit the use of and charge reasonable fees for the maintenance, insurance and utilities, if any, of all Common Areas, if any.

b. The right of the Townhome Association to suspend the voting rights of an Owner for any period during which any assessment against his Townhome Lot remains unpaid, and for a period of time for any infraction of its published rules and regulations, if any.

c. The right of the Townhome Association to dedicate or transfer all or any part of the Common Area, if any, to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by a majority of the members of the Townhome Association; provided the Owner's Easements of ingress and egress and not any public utility easements previously established shall not be affected. Developer may dedicate utility or service easements upon, through or under the Common Area. When Class B membership ceases, this right of Developer shall automatically pass to the Board of Directors of the Townhome Association, if the Common Area is affected.

Section 3.02. **Delegation of Use**. Any Owner may delegate his right of enjoyment to the Common Area, if any, to the members of his family or to his tenants or contract purchasers who reside on the Property. Membership in the Townhome Association may not be conveyed separately from ownership in the Townhome Lot.

Section 3.03. **Association's Right of Entry**. The authorized representative of the Townhome Association or its Board of Directors shall be entitled to such reasonable access to the Townhome Lots as may be required in connection in the event of an emergency or in connection with the maintenance of, repairs or replacements within the Common Areas, the private sewer lineserving the Townhome Units, or either of them, provided the Townhome Association shall restore the Townhome Lot to its former condition if damaged during such access.

Section 3.04. **No Partition**. Except as it is permitted in this Declaration or amendments hereto, there shall be no physical partition of the Common Area or any part thereof, nor shall any person acquiring any interest in the Property have the right of judicial partition. This section does not prohibit the Board of Directors of the Townhome Association from acquiring and disposing of tangible personal property nor from acquiring title to real property which may or may not be subject to this Declaration.

Section 3.05. **Sale of Common Area**. No Common Area shall be sold or otherwise disposed of without first offering to dedicate such area to the Metropolitan Government of Nashville and Davidson County, Tennessee. This limitation neither applies to a transfer of the Common Area to an organization conceived and established to own and maintain the Common Area as a successor to the Townhome Association, nor to the dedication of streets or utility easements as provided in Section 3.1.c. of this Article. This restriction shall survive any amendment to or cancellation of this Declaration.

ARTICLE IV – TOWNHOME ASSOCIATION

The Townhome Association has been formed for the purpose of maintaining and keeping in good repair the Common Area, if any, and promoting the social welfare and serving

the common good and general welfare of its members. This Association is a Sub-association of Bell Estates Townhome Association, Inc., a Tennessee non-profit corporation.

Section 4.01. **Membership in Townhome Association**. Developer and every Owner of a Townhome Lot which is subject to an assessment shall be a member of the Townhome Association. Such member shall abide by the Townhome Association's Charter, Bylaws, Architectural Guidelines, if any, and rules and regulations, shall pay the assessments provided for in this Declaration, when due, and shall comply with decisions of the Townhome Association's Board of Directors. Conveyance of a Townhome Lot (except a conveyance to a trustee under a deed of trust or to a mortgagee) automatically transfers membership in the Townhome Association without necessity of further documentation. Membership shall be appurtenant to and may not be separated from ownership of any Townhome Lot which is subject to assessment.

Section 4.02. **Classes of Membership in the Townhome Association**. The Townhome Association shall have two classes of voting membership:

a. Class A. Class A members shall be all Owners of Townhome Lots, with the exception of Developer, and shall be entitled to one vote for each Townhome Lot owned.

b. Class B. The Class B member shall be Developer. Developer shall be entitled to 3 votes for each Townhome Lot owned. The Class B membership shall cease and be converted to Class A membership on the happening of any of the following events, whichever occurs earlier:

i. When, in its discretion, Developer so determines;

ii. When 100 percent of the Townhome Lots which may be developed on the Property have been sold by Developer; or

iii. January 1, 2018;

Section 4.03. **Election of Board of Directors of the Townhome Association**. The Board of Directors of the Townhome Association shall consist of two directors, as directed by the Bylaws of the Association.

Section 4.04. **Rights and Obligations of the Townhome Association**.

a. Except as set forth in Section 3.02 hereof, the Townhome Association shall maintain, operate and keep in good repair, unless such obligations are assumed by any municipal or governmental agency or another private maintenance association having jurisdiction thereof, the Common Area, if open spaces, retention basins, berms, entranceways, streets, crosswalks, sidewalks, medians, walls, streetlights, storm drains, basins, landscaping, any recreational areas, facilities or improvements located on the Common Area now or in the future, if any. The Townhome Association has the obligation to maintain, operate and keep in good repair the portions of the Property known as Common Areas (or open spaces), or any utilities exclusively serving the Townhome Units, including, but not limited to the private sewer line serving the

Townhome Lots. The Townhome Association shall have the right of entry provided in Section 3.04 to effectuate these obligations.

b. The Townhome Association shall have the rights and obligations more fully set forth in its Charter and Bylaws, including but not limited to the right or obligation to provide and pay for utility service to the Common Area, if any, including, without limitation, streetlights, if any, to pay or contest real and personal property taxes and assessments, to obtain insurance on the Common Area, and to make and enforce reasonable rules and regulations for the use of the common Area. The Townhome Association may exercise any other right or privilege reasonably to be implied form the existence of the rights and privileges given to it in this Declaration, its Charter and Bylaws or reasonably necessary to effectuate any of the express rights and privileges.

c. The Townhome Association shall not be dissolved unless and until a successor organization has been established to assume the rights and obligations imposed on the Townhome Association in this Declaration.

ARTICLE V - ASSESSMENTS

Section 5.01. **Assessments; Creation of the Lien and Personal Obligation.** Each Owner, except Developer, by acceptance of a deed for the Townhome Lot, whether or not it shall be so expressed in such deed, covenants and agrees to pay to both the Townhome Association (i) annual assessments or charges and (ii) special assessments for capital improvements, such assessments to be established and collected as provided in this Article. Developer shall be responsible for the maintenance costs of the Townhome Association incurred over and above assessed amounts payable to the Associations by the Townhome Lot Owners; provided, this responsibility to the Townhome Association shall cease when Class B membership in the Townhome Association is converted to Class A membership pursuant to Section 4.02(b). When Class B membership in the Townhome Association is converted to Class A membership, Developer shall pay assessments to the Townhome Association for each Townhome Lot Developer owns in the same manner and amount as every other Owners pays assessments. The annual and special assessments, together with interest, and costs and reasonable attorney fees incurred in the collection of same, shall be a continuing lien upon the Townhome Lot against which each such assessment is made. Each such assessment, together with interest, and costs and reasonable attorney fees incurred in the collection of same, shall also be the personal obligation of the Owner at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to the Owner's successors in title unless expressly assumed by them.

Section 5.02. **Purpose of Assessments.**

a. The assessments levied by the Townhome Association shall be used exclusively to promote the recreation, health, safety and welfare of its members and in particular for the acquisition, improvement and maintenance of properties, services and facilities devoted to this purpose, or for the use and enjoyment of the Common Area, including but not limited to, the costs of repairs, replacements and additions, the cost of labor, equipment, materials, management and supervision, payment of taxes assessed against the Common Area, the procurement and maintenance of insurance in accordance with the Bylaws, the employment of attorneys to represent the Townhome

Association when necessary, and such other needs as may arise, and for the improvement and maintenance of the Common Area.

b. Until Class B membership in the Townhome Association ceases and is converted to Class A membership, Developer or its nominee shall administer the assessments and receipts therefrom, which may only be used for purposes generally benefiting the Common Areas, as permitted in this Declaration.

Section 5.03. **Maximum Annual Assessment**.

a. There shall be no assessment for any Owner until such time as a Common Area is created upon the Property. Should the Developer or the Board of Directors, as permitted by its governing documents, create a Common Area or incur the costs for utilities or other services for the benefit of the Associaiton, then an annual assessment of the Owners may be imposed by the Board of Directors. The maximum annual assessment may not thereafter be increased each year by more than 10% of the maximum assessment for the previous year without an affirmative vote of two-thirds of each class of members of the Townhome Association pursuant to its Bylaws.

b. The Board of Directors of each Association may fix the annual assessment at an amount not in excess of the maximums. The Board of Directors of each Association shall determine when the assessments shall be paid.

Section 5.04. **Special Assessments for Capital Improvements**. In addition to the annual assessments authorized above, the Townhome Association may levy in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Area, including fixtures and personal property related thereto. Any such assessment shall have the assent of the number of members of the Townhome Association required in its bylaws.

Section 5.05. **Uniform Rate of Assessment**. Both annual and special assessments shall be fixed at a uniform rate for all Townhome Lots except those owned by Developer during the period when the Class B membership exists in the Townhome Association, as provided in Section 6.01 of this Article.

Section 5.06. **Date of Commencement of Annual Assessments**. The annual assessments provided for herein shall begin as to any Townhome Lot subject to the assessment on the first day of the month next following the date on which title to the Townhome Lot is conveyed to an Owner, subject to the waiver provided in Section 5 of this Article. The first annual assessments shall be adjusted according to the number of months remaining in the calendar year when title to the Townhome Lot is conveyed to an Owner. No assessments shall be made on Townhome Lots owned by Developer.

Section 5.07. **Effect of Nonpayment of Assessments; Remedies of the Association**. Any assessment not paid within fifteen (15) days of the due date shall be subject to a late charge as determined by the Board of Directors of the Association. No owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or by abandonment of his Townhome Lot.

For the purpose of rendering unnecessary court proceedings for the enforcement of said lien in the event of the nonpayment of the assessments, and for the consideration of one dollar paid in cash, receipt of which is acknowledged, the Townhome Lot Owners, their heirs, successors, administrators and assigns, hereinafter in this Section 5.07 referred to as Trustor, hereby transfer and convey until Victor Bashara, as Trustee, his successors and assigns, their respective Townhome Lot with the appurtenances, estate, title and interest thereto belonging upon the use and trusts set forth in this paragraph.

To have and to hold the property to the Trustee, his successors and assigns, and his successors in trust, forever.

If the Trustor pays the assessments when due, then this trust conveyance shall be of no further force or effect with respect to the Trustor's Townhome Lot. If the assessments with respect to any Townhome Lot are not paid promptly when due, this trust conveyance shall remain in full force and effect, and the Trustee, or his successor in trust, is hereby authorized and empowered, upon giving twenty (20) days' notice by three publications in any newspaper, daily or weekly, published in Davidson County, Tennessee to sell the Townhome Lot at the front door of the Court House in said County to the highest bidder for cash, at public outcry, free from the right of redemption, statutory or otherwise, homestead, dower and all exemptions of every kind, which are hereby expressly waived; and the Trustee, or his successor in trust, is authorized and empowered to execute and deliver a deed to the purchaser. The Townhome Association, may bid at any sale under this trust conveyance. The Townhome Association, may, at any time after default in the payment of any assessment, enter and take possession of said property, and shall only account for the net rents actually received by it. It is further agreed that, in the even the Townhome Association fails, before instruction the Trustee to sell the Townhome Lot, as herein provided, to enter and take possession of said property, and shall only account for the net rents actually received by it. It is further agreed that, in the even the Townhome Association fails, before instructing the Trustee to sell the Townhome Lot, as herein provided, to enter and take possession thereof, the purchaser shall be entitled to immediate possession thereof upon the delivery to him by the Trustee of a deed for said property. In the case of sale hereunder, the proceeds will be applied by the Trustee as follows:

i. First, to the payment of all costs, charges and expense of executing this conveyance and enforcing said lien as herein provided, including reasonable attorneys' fees and expenses incurred for instituting or defending any litigation which may arise on account of the execution of this conveyance, or the enforcement of the lien;

ii. Second, to the payment of all taxes which may be unpaid with respect to such Townhome Lot;

iii. Third, to the payment of all unpaid assessments with respect to such Townhome Lot;

iv. Fourth, the residue, if any, will be paid to the owner of such Townhome Lot, his order, representatives or assigns;

In the case of the death, absence, inability, or refusal to act of the Trustee at any time when action under the foregoing power and trusts may be required or for any other reason, the Townhome Association is hereby authorized and empowered to name and appoint a successor

to the Trustee by an instrument in writing to be recorded in the Davidson County, Tennessee Register's Office and the title herein conveyed to the Trustee shall be vested in its successor.

The Townhome Association, acting on behalf of its respective members, shall have the power to bid for the Townhome Lot at foreclosure sale and to acquire and hold, lease, mortgage, and convey the same. The Townhome Association may purchase the Townhome Lot subject to a first mortgage. Where the purchase of a foreclosure Townhome Lot will result in a ten percent or greater increase in annual assessments, the purchase shall require the vote or written consent of a majority of the total voting power of the Townhome Association, including a majority of members of each class of membership. During the period owned by the Townhome Association, following foreclosure: (i) no right to vote shall be exercised on its behalf, and (ii) no assessment shall be assessed or levied on it. Suit to recover a money judgment for unpaid assessments and attorneys' fees shall be maintainable without foreclosing or waiving the lien securing the same. The Board may temporarily suspend the voting rights of a member who is in default of payment of any assessment after notice.

Section 5.08. **Subordination of the Lien to Deeds of Trust or Mortgages.** The lien of the assessments provided for herein shall be subordinate to the lien of any first deed of trust or first mortgage. Sale or transfer of any Townhome Lot shall not affect the assessment lien or liens provided for in the preceding sections. However, the sale or transfer of any Townhome Lot pursuant to a first mortgage foreclosure or any such proceeding in lieu thereof shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer but shall not relieve such Townhome Lot Owner from liability for any assessments thereafter becoming due or such Townhome Lot from the lien for any assessments thereafter becoming due.

Section 5.09. **Assessments of Master Association**. Notwithstanding the foregoing provisions of this Article V, all Owners of Townhome Lots shall be subject to assessments charged to an owner of a residential lot in Bell Estates.

ARTICLE VI – MORTGAGEES' RIGHTS

A holder, insurer, or guarantor of a first mortgage or first deed or trust ("Mortgagee"), upon written request to the Homeowner's Association stating the Mortgagee's name and address and the address or Lot number of the Townhome Lot will be notified timely and in writing by the Townhome Association of the following:

a. Any condemnation or casualty loss which affects a material portion of the Property or which affects any Townhome Lot that secures the Mortgagee's mortgage or deed or trust;

b. Any sixty day delinquency in the payment of assessments or charges owed by the Owner of any Townhome Lot on which the Mortgagee holds the mortgage or deed of trust; and

c. Any lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Homeowner's Association.

ARTICLE VII – GENERAL PROVISIONS

Section 7.01. **Enforcement**. Enforcement of these restrictions shall be by proceeding of law or in equity, brought by any Owner, by the Townhome Association, or by Developer against any party violating or attempting to violate any covenant or restriction, either to restrain violation, to direct restoration and/or to recover damages. Failure of any Owner, the Townhome Association or Developer to demand or insist upon observance of any of these restrictions, or to proceed for restraint of violations, shall not be deemed a waiver of the violation, or the right to seek enforcement of these restrictions.

Section 7.02. **Severability** Invalidation of any one of these covenants by judgment or court order shall in no way affect any of the other provisions which shall remain in full force and effect.

Section 7.03. **Restrictions Run With Land**. Unless cancelled, altered or amended under the provisions of this paragraph, these covenants and restrictions are to run with the land and shall be binding on all parties claiming under them for a period of thirty years from the date this document is recorded, after which time they shall be extended automatically for successive periods of ten years, unless an instrument signed by a majority of the then Owners of all Townhome Lots subject to these restrictions has been recorded agreeing to change these restrictions and covenants in whole or in part. These restrictions may be cancelled, altered or amended at any time by a written instrument signed by the Owners of the Townhome Lots with 100% of the votes in the Townhome Association and recorded in the Davidson County, Tennessee Register's Office.

Section 7.04. **Amendments to Charter and Bylaws**. Nothing in this Declaration shall limit the right of the Townhome Association to amend, from time-to-time, their Charters and Bylaws. The Developer reserves the right during the Class B membership period to amend these Declarations, the Bylaws and the Charter without need for a vote of the members.

Section 7.05. **Non-Liability of the Directors and Officers**. Neither Developer nor the directors or officers of the Townhome Association shall be personally liable to the Owners for any mistake or judgment or for any other acts or omissions of any nature whatsoever while acting in their official capacity, except for any acts or omissions found by a court to constitute gross negligence or actual fraud. The Owners shall indemnify and hold harmless each of the directors and officers and their respective heirs, executors, administrators, successors and assigns in accordance with the Bylaws. This indemnification shall include, without limitation, indemnification against all costs and expenses (including attorney fees, amounts of judgments paid and amounts paid in settlement) incurred in connection with any claim, action, suit or proceeding, whether civil, criminal, administrative or other.

Section 7.06. **Boards' Determination Binding**. In the event of any dispute or disagreement between any Owners relating to the Property or the Common Area, or any questions of interpretation or application of the provisions of this Declaration or the Bylaws of the Townhome Association, the determination thereof by the Board of Directors of the Townhome Association shall be final and binding on each and all such Owners.

DEVELOPER: **LAND DEVELOPMENT.COM, INC.,** a Tennessee corporation

By: _____
Ardavan Afrakhteh, President.

STATE OF TENNESSEE)
COUNTY OF WILLIAMSON)

Before me, Notary Public, of the State and County mentioned, personally appeared **Ardavan Afrakhteh**, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself to be the President of **Land Development.Com, Inc.**, a Tennessee corporation, and that he as President of the Corporation, being authorized to do so, executed the foregoing instrument on behalf of the corporation. By signing the name of the corporation by himself as President, he further makes oath that the facts stated therein are true and correct to the best of the knowledge, information and belief of the corporation.

Witness my hand and seal, at office in Brentwood, Tennessee, this 9th day of July 2014.

EMILY H. PROPHET
STATE OF TENNESSEE NOTARY PUBLIC
DAVIDSON COUNTY

_____
NOTARY PUBLIC

My Commission Expires: 11-3-2015

EXHIBIT A

[Legal Description]

All of Lot No. 5 as shown on the Final Plat Bell Estates, Revision 1 of record in Instrument No. 20140708-0060023, Register's Office for Davidson County, Tennessee.

EXHIBIT B

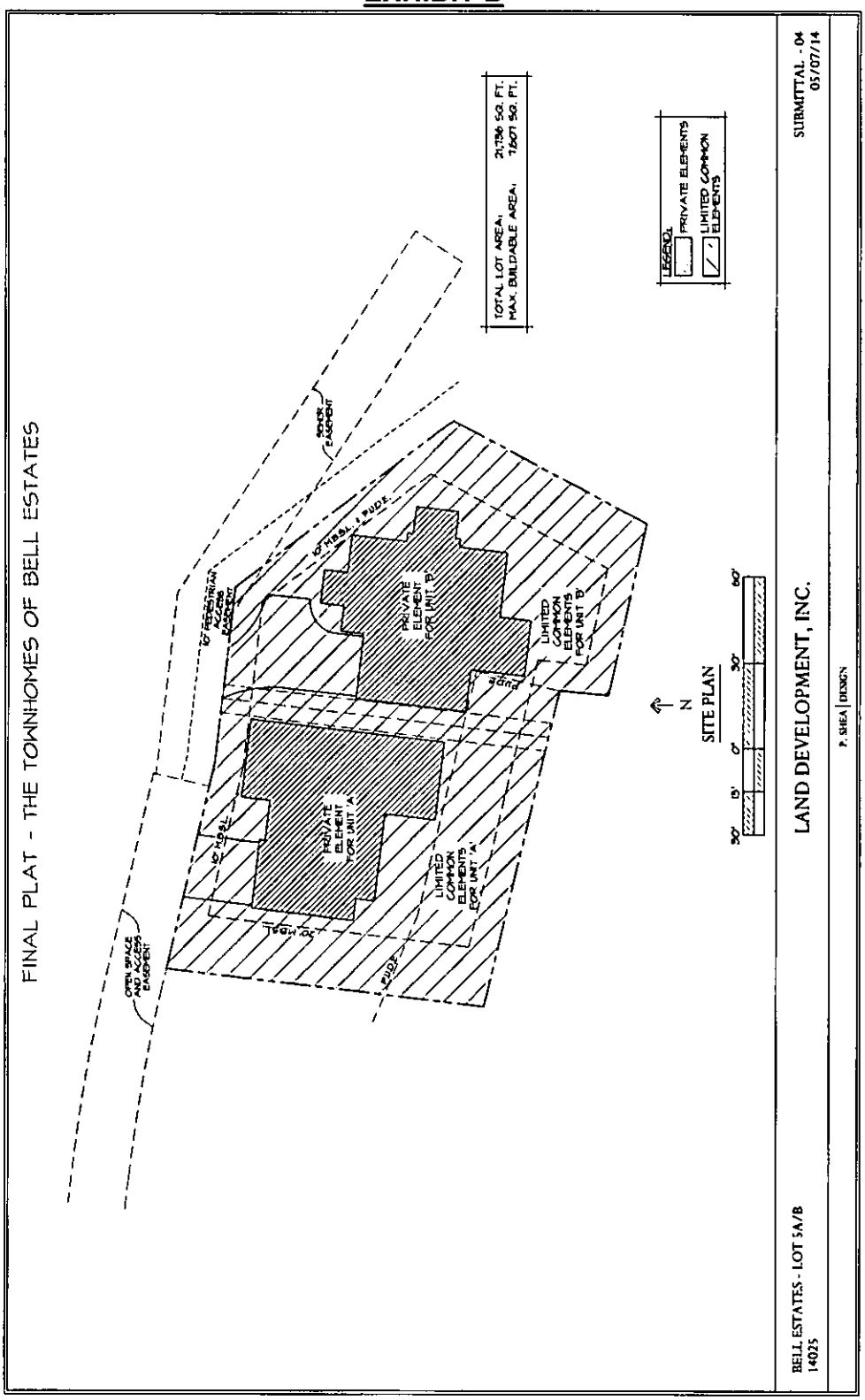

FINAL PLAT - THE TOWNHOMES OF BELL ESTATES
TOTAL LOT AREA: 21,736 SQ. FT.
MAX. BUILDABLE AREA: 18,071 SQ. FT.
LEGEND
PRIVATE ELEMENTS
LIMITED COMMON ELEMENTS
SEWER EASEMENT
10' PEDESTRIAN ACCESS EASEMENT
10' MBL & PUDE
PRIVATE ELEMENT FOR UNIT 'B'
LIMITED COMMON ELEMENTS FOR UNIT 'B'
8' MBL
PRIVATE ELEMENT FOR UNIT 'A'
10' MBL
LIMITED COMMON ELEMENTS FOR UNIT 'A'
OPEN SPACE AND ACCESS EASEMENT
N
SITE PLAN
30' 15' 0' 30' 60'
LAND DEVELOPMENT, INC.
SUBMITTAL - 04
05/07/14
BELL ESTATES - LOT 5A/B
14025
P. SHEA | DESIGN

EXHIBIT C

This Instrument was prepared by:

Perrone & Young (PRY)
109 Westpark Drive, Suite 330
Brentwood TN 37027-5062
615 / 373.6910

BYLAWS
OF
THE TOWNHOMES OF BELL ESTATES, INC.

These are the Bylaws of The Townhomes of Bell Estates, Inc., a Tennessee non-profit corporation (the "Corporation") incorporated under the laws of the state of Tennessee on May 11, 2014, the Charter of which was filed in the offices of the Secretary of State on May 11, 2014, and is of record in that office under Control No. 000757514, and is also of record in the Register's Office for Davidson County, Tennessee as Instrument No. 20140514-0041254.

The Association has been organized for the purpose of administering the Declaration of Covenants, Conditions and Restrictions (the "Declaration") for the planned unit development known as Bell Estates Homeowners Association, Inc.

Section 1 – Meetings.

1.1 **Annual Meeting**. The annual meeting of the members shall be held during the month of February at a time designated by the Board of Directors. The first annual meeting shall not occur until February 2015.

1.2 **Special Meetings**. Special meetings of the members may be called (i) at any time by the Board of Directors; or (ii) by members holding in the aggregate one-third of the voting power of all members. The secretary shall call a special meeting to be held at a time fixed by the secretary, but not less than ten (10) days nor more than 35 (35) days after the secretary shall have received (a) a written request from the Board of Directors, or (b) a petition signed by members holding in the aggregate one-third of the voting power of all members. If the secretary neglects or refuses to issue such call, then the call may be issued by (a) any Director, or (b) the member who signed the petition.

1.3 **Place of Meetings**. Meetings of the members shall be held at the registered office of the Association unless the Board of Directors by resolution designates a different place for the meeting, in which case the meeting shall be held at the place thus designated.

1.4 **Notice of Meetings**. The secretary shall cause written notice of the time and place of each annual meeting of the members to be delivered either personally, by email, or by mail, to the members entitled to vote not less than ten (10) nor more than thirty-five (35) days before the meeting.

1.5 **Waiver of Notice**. The attendance of any member at any meeting of members without protesting the lack of proper notice shall constitute a waiver of such notice.

1.6 **Quorum**. Members holding twenty percent of the votes entitled to be cast on the matter to be voted upon represented in person or by proxy shall constitute a quorum at a meeting of members, unless a greater number of members is required by the Declaration or Charter.

1.7 **Action without Meeting**. Any action required or permitted to be taken at any meeting of the members entitled to vote may be taken without a meeting if a consent thereto in writing, setting forth the action so taken, is signed by all members entitled to vote and such written consent is filed with the minutes of proceedings of the members entitled to vote.

Section 2. – Board of Directors

2.1 **Number and Election**. The affairs of the Association shall be managed by an initial board of directors consisting of two directors (the "Initial Board"). The Developer shall appoint the directors of the Initial Board that shall serve for so long as there is a Class B Member. Upon termination of the Class B membership, the members shall elect three directors to the Board.

2.2 **Term of Office**. A director shall hold office until the date fixed pursuant to these Bylaws for the next annual meeting of members and until his successor is elected and has accepted the election by either: (a) an acceptance in writing, or (b) being present and acting as a Director at either a regular or special meeting of the Board of Directors.

2.3 **Initial Directors**. The initial directors are Ardavan Afrakhtet, and Victor Bishara. These directors shall serve during the term of the Class B Membership unless they resign or die. The Developer reserves the right to replace a board member during the Initial Board's existence.

2.4 **Vacancies**. The office of a Director shall become vacant if he dies, or resigns by a written instrument signed by him and delivered to the Association. Any vacancy in the Board of Directors may be filled for the unexpired term by a vote of the majority of the remaining Directors though less than a majority of the entire Board.

2.5 **Meetings**. A regular meeting of the Board of Directors shall be held immediately after the annual meeting of the members or any special meeting of the members at which a Board of Directors is elected. Special meetings of the Board of Directors may be called by the President or any two Directors.

2.6 **Notice – Waiver**. Notice of the time and place of each meeting of Directors, except the regular meeting, shall be served upon or telephoned to each Director at least twenty-four hours, or mailed to each Director at his address as shown by the books of the Association at least forty-eight hours prior to the time of the meeting. Notice of any meeting of Directors may be waived either before or after the meeting by any Director. The attendance of any Director at any meeting of Directors without protesting the lack of proper notice shall be deemed to be a waiver of notice of that meeting.

2.7 **Quorum**. A quorum at Director's meetings shall consist of a majority of the entire Board of Directors. The acts approved by a majority of those present at a meeting at which a quorum is present shall constitute the acts of the Board of Directors except where approval by a greater number of Directors is required by the Declaration, Charter or these Bylaws. If, at any meeting of the Board of Directors, less than a quorum is present, the majority if those present may adjourn the meeting from time-to-time until a quorum is present. At any adjourned meeting, any business which might have been transacted at a meeting originally called may be transacted without further notice. The joinder of a Director in the action of a meeting by signing and concurring in the minutes thereof shall constitute the presence of such Director for the purpose of determining a quorum.

2.8 **Action Without Meeting**. Any action required or permitted to be taken at any meeting of the Board of Directors may be taken without a meeting if a consent thereto in writing, setting forth the action so taken, is signed by all members of the Board of Directors and such written consent is filed with the minutes of proceedings of the Board of Directors.

2.9 **Powers**. The Board of Directors shall have power to:

a. Exercise for the Association all powers, duties and authority vested in or delegated to the Association by law or the Declaration, unless the power, duty or authority is reserved to the Developer or membership by other provision of these Bylaws, the Charter or the Declaration; and

b. Employ a manager, independent contractor, or other employee as deemed necessary, and to prescribe their duties. No agreement for professional management, and no other contracts, agreements or leases, shall exceed three years, and must provide for termination by either party without cause, and without payment of a termination fee, on no more than a sixty day written notice.

2.10 **Duties**. It shall be the duty of the Board of Directors to:

a. Fix the annual assessments, if any, at an amount sufficient to meet the obligations imposed by the Declaration but not in an amount with exceeds the limits set for in the Declaration, set the date(s) assessments are due, and decide what late fee is to be applied to assessments which remain unpaid after the due date;

b. Provide for the collection of an amount equal to two month's assessments, if any, from each lot owner at the time the purchase of the lot from Developer is closed. The amount collected shall not be deemed the payment of the first two month's assessments, but shall be considered a working capital fund for the Association;

c. Send written notice of each assessment to every Townhome Lot owner subject to assessment at least thirty (30) days in advance of the due date of the annual assessment or first installment thereof;

d. Furnish, upon demand of any Townhome Lot owner a certificate signed by an officer of the Association setting forth whether the assessments on a specified lot have been paid, for which a reasonable charge may be made.

e. If assessments are to be made, prepare an annual budget, including a capital budget which shall take into account the number and nature of replaceable assets, the expected life of each asset, and the expected repair or replacement cost.

f. Establish and maintain an adequate reserve fund, if deemed necessary, for the periodic maintenance, repair and replacement of the improvements to the Common Area, to be maintained out of annual assessments. During the period of Developer's control of the Association as provided in the Declaration, Developer shall not be required to contribute to this reserve fund because Developer is responsible for all maintenance costs incurred over and above assessed amounts payable to the Association by Townhome Lot owners;

g. Manage, operate and maintain the common areas, open spaces, retention basins, entranceways, streets, crosswalks, sidewalks, medians, walls, streetlights, storm drains, basins, and other facilities, if any;

h. Adopt and publish Architectural Guidelines and rules and regulations, including fees, if any, governing the use of any common area and facilities, and enforce these rules and regulations;

i. If determined necessary by the Board of Directors, procure and maintain adequate liability and fire and hazard insurance on property owned by the Association, which hazard insurance policy shall contain a standard extended coverage endorsement and standard "all risk" endorsement. The comprehensive general liability policy shall cover all common areas, public ways and other areas under the Association's supervision and shall be in a single limit amount of not less than $1,000,000.00 insuring against bodily injury or property damage that results from the operation, maintenance, or use of the common areas and insuring any legal liability that results from lawsuits related to employment contracts in which the Association is a party. Improvements or personal property shall be insured for its full replacement coverage. The insurance coverage with respect to the common area shall be written in the name of, and the proceeds shall be payable to, the Association. Insurance proceeds shall be used by the Association for the repair or replacement of the property for which the insurance was carried. If any part of the project is in a special flood hazard area – as defined by the Federal Emergency Management Agency – the Association shall maintain a "master" or "blanket" policy of flood insurance and provide for the premium to be paid as a common expense. The amount of insurance should be at least equal to the lesser of 100% of the cost of all buildings, if any, and other insurable property located in the flood hazard areas; or the maximum coverage available for the property under the National Flood Insurance Program. The policies shall provide for at least ten (10) days written notice to the Association before the insurer can cancel or substantially modify them.

j. If deemed necessary, procure and maintain blanket fidelity bonds for any person who either handles or are responsible for funds held or administered by the Association; whether or not those persons receive compensation for their services. The bonds shall name the Association as an oblige. The bonds shall be in an amount at least equal to the greater of (1) the maximum funds that will be in the custody of the Association or its management agent at any time, or (2) the sum of three month's assessments on all Townhome Lots in Bell Estates plus the Association's reserve funds. The bonds must provide for ten (10) days' written notice to the Association and to each servicer that services a FNMA-owned mortgage in the planned unit development known as Bell Estates before they can be cancelled or substantially modified;

k. Make available for inspection, upon a request and during normal business hours or under other reasonable circumstances, to any Townhome Lot owner, or to the holder, insurer or guarantor of any first mortgage or deed of trust on a Townhome Lot current copies of the Declaration, these Bylaws, any rules and regulations, and the books, records and financial statements of the Association;

l. Furnish, upon written request, a financial statement for the immediately preceding fiscal year to any holder, insurer or guarantor of a first mortgage or deed of trust on any Townhome Lot;

m. Notify any mortgage holder, insurer or guarantor of any proposed action that requires the consent of a specified percentage of mortgage holders.

Section 3. – Officers

3.1 **Officers**. The Association shall have a President, a Secretary/Treasurer, each of whom shall be elected by the Board of Directors. Any two offices may be held by the same person except the office of President and Secretary.

3.2 **President**. The President shall:

a. Have general charge and authority over the business and affairs of the Association subject to the direction of the Board of Directors; and

b. Have authority to preside at all meetings of the members and the Board of Directors;

3.3 **Secretary/Treasurer**. The Secretary/Treasurer shall:

a. Issue notices of all meetings for which notice is required to be given;

b. Keep the minutes of all meetings and have charge of the corporate record books; and

c. Have such other duties and powers as the Board of Directors or the President may assign to him.

d. Have the custody of all funds and securities of the Association;

e. Keep adequate and current accounts of the Association's affairs and transactions; and

f. Have such other duties and powers as the Board of Directors or the President may assign to him.

Section 4. – Committees.

4.1 **Architectural Review Committee**. The President may appoint an architectural review committee which shall recommend to the Board of Directors

approval or rejection of improvements and amenities to be constructed on Townhome Lots, and such other functions as the Board determines.

4.2 **Other Committees**. The Board of Directors may authorize the President to appoint such other committees as it deems desirable.

4.3 **Committee Duties**. Each committee shall receive comments from the members of the Association on any matters involving Association activities with its field of responsibility. The committee shall dispose of such comments as it deems appropriate or refer them to the appropriate Director or officer of the Association.

Section 5. – Assessments

Section 5.1 **Definitions**. As used in these Bylaws the following terms shall have the following meanings:

a. "Annual Assessment" means the amount of the annual assessment levied on each Townhome Lot, if any, from time-to-time by the Board of Directors. The initial annual assessment shall be $0.00

b. "Special Assessment" means the special assessment for capital improvements.

c. "Payment Dates" means the dates set by the Board of Directors for payment of any assessment, but no less frequently than monthly.

Section 5.2 **Payment of Annual Assessments**. Annual Assessments shall be payable with respect to each Townhome Lot as follows:

a. Annual Assessments shall be payable in advance on the Payment Date(s).

b. If title to a Townhome Lot is transferred during a calendar year, the amount of the Annual Assessment, if any, for that calendar year shall be prorated, and the purchaser shall be liable for Assessments only for the portion of the calendar year beginning on the first day of the month next following the date on which title is transferred.

c. No member shall be entitled to a refund of any Annual Assessment upon the sale of a Townhome Lot.

d. Pursuant to Section 5.01 of the Declarations, Developer shall not pay annual assessments, special assessments or charges for so long as he remains a Class B Member.

Section 5.3 **Increase of Annual Assessments**. The Board of Directors may not increase Annual Assessments by more than 10% of the preceding year's maximum assessment without an affirmative vote of two-thirds of each class of members who are voting in person or by proxy at a special meeting duly called for this purpose. Written notice of a special meeting called for either of these purposes shall be sent to all members not less than 30 days nor more than 60 days in advance of the meeting. At the first such meeting called, the presence of members or proxies entitled to cast 60% of all the votes of each class or membership shall constitute a quorum. If the required quorum us not present, another meeting may be called subject to the same notice requirements, and the required quorum at the subsequent meeting shall be one-half of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than 60 days following the preceding meeting.

Section 5.4 **Special Assessments**. The Board of Directors may levy Special Assessments without the assent of the members for the purposes stated in the Declaration. Special Assessments shall be payable with respect to each Townhome Lot containing a completed dwelling which has been sold by the builder thereof (or completed by an owner's builder) as follows:

a. Special Assessments shall be payable within thirty (30) days of the date of the special meeting at which the Special Assessments was levied;

b. No member shall be entitled to a refund of any Special Assessment upon the sale of a Residential Unit.

Section 6 – Amendments.

6.1 **Amendments**. The Bylaws of the Association may be amended from time-to-time by a majority of the members. Developer reserves the right to amend these Bylaws without a vote of the members during the period of Class B member control.

Adopted this 9th day of July 2014 by:

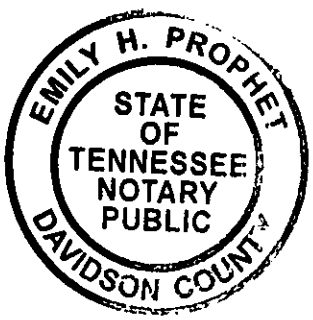
LAND DEVELOPMENT.COM, INC., a Tennessee corporation

By: _____
Ardavan Afrakhteh, President

STATE OF TENNESSEE)
COUNTY OF WILLIAMSON)

Before me, Notary Public, of the State and County mentioned, personally appeared **Ardavan Afrakhteh**, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself to be the President of **Land Development.Com, Inc.**, a Tennessee corporation, and that he as President of the Corporation, being authorized to do so, executed the foregoing instrument on behalf of the corporation. By signing the name of the corporation by himself as President, he further makes oath that the facts stated therein are true and correct to the best of the knowledge, information and belief of the corporation.

Witness my hand and seal, at office in Brentwood, Tennessee, this 9th day of July 2014.



S Prophet

NOTARY PUBLIC

My Commission Expires: 11-3-2015