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Recvd: 06/24/15 14:16 37 pgs
Fees:187.00 Taxes:0.00
20150624-0060704

THIS INSTRUMENT WAS PREPARED BY and
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DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR 904 & 906 SPAIN AVENUE, A HORIZONTAL PROPERTY REGIME WITH PRIVATE ELEMENTS

THIS DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS, (the "Declaration") is made and is hereby entered into by Stone Peak, LLC, a Tennessee limited liability company, hereinafter referred to as the "Developer" or "Declarant".

WITNESSETH:

WHEREAS, 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 "Parcel"); and

WHEREAS, the Developer intends to and does hereby submit the above-described Parcel of real estate 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 (together, the "Property") to the provisions of the Tennessee Horizontal Property Act, Tenn. Code Ann.§ 67-27-101 *et seq.* (the "Act"), for the express purpose of establishing thereon a horizontal property regime with private elements to be known as "904 & 906 Spain Avenue" as its plan for ownership in two separate, detached, and individually saleable and taxable dwellings constructed on or to be constructed on the Property; and

WHEREAS, the Developer further desires to establish said horizontal property regime with private elements 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 hereafter 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 protecting and enhancing the value, desirability, and attractiveness of the Property.

NOW, THEREFORE, premises considered, the Developer declares as follows:

A. **Definitions.** Certain terms as used in this Declaration shall be defined as follows:

1. **"904 & 906 Spain Avenue Homeowners Association"** (the "Association") means the "904 & 906 Spain Avenue Homeowners Association", an unincorporated association, which has or will be formed by the owner or owners of the Units, whose membership consists of all of the Unit owners acting as a group in accordance with this Declaration any amendments thereto, the Bylaws, and any other governing documents.

2. **"Common Elements"** means:

(a) The Property in fee simple, except as included in the Units or the Private Elements.

(b) The grounds, landscaping, courtyard, roadways, walkways, and parking areas located on the Property, if any, except as included in the Private Elements.

(c) Any retaining walls constructed as part of the infrastructure of the Property; and

(d) All other utilities, devices, or installations existing for common use or benefit of both of the Units, 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.

3. **"Common Expenses"** means and includes all charges, costs, and expenses incurred by the Association for and in connection with the administration and operation of the Common Elements, as allocated to the Association as its responsibility, and not allocated to the Unit owners at their responsibility, including, without limitation, maintenance, repair, replacement, and restoration (to the extent not covered by insurance) of the Common Elements; and additions and alterations thereto; all labor, services, common utilities, materials, supplies, and equipment therefore; all liability for loss or damage arising out of or in connection with the Common Elements and their use; all premiums for hazard, liability, and other insurance with respect to the Common Elements; Specifically, "Common Expenses" shall include amounts incurred in maintenance of, repairs to, and replacement of the paved driveway within the Drive Common Element, as depicted on Exhibit B hereto, and maintenance of, repairs to, and replacement of any utilities or related equipment that service both Units, if any.

4. **"Limited Common Elements"** means a portion of the Common Elements, designated in this Declaration as depicted on Exhibit B, attached hereto, or by the Act, for the exclusive use of the owners or occupants of only one of the Units. Limited Common Elements include, but are not necessarily limited to utility services serving only one of the Units, 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.

5. **"Private Elements"** means the area of the Property upon which a Unit is located and for which fee simple ownership and exclusive use is reserved to that Unit only.

6. **"Unit"** means the residential structures and fixtures as indicated on Exhibit B attached hereto and incorporated herein by reference, located on the Property. 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 Exhibit B.

B. **Description of Units**. 904 & 906 Spain Avenue shall contain two (2) Units, commonly identified separately as 904 Spain Avenue, Nashville, Tennessee 37216, and 906 Spain Avenue, Nashville, Tennessee 37216, and shall be legally described in any deed of conveyance as "Unit 904" and "Unit 906" pursuant to this Declaration as recorded. The Units have or will be constructed in the places indicated on **Exhibit B**.

C. **Units Separately Taxable and Alienable**. The Units shall be separately taxable and alienable residential dwellings.

D. **Use and Maintenance of the Common Elements and the Limited Common Elements**. The owner of each Unit, whether constructed or not, will have an equal and common right to share in the use of the Common Elements, except that the portion of the Common Elements noted on Exhibit B as Limited Common Elements shall be reserved to the Units contiguous thereto for the possession, use, and enjoyment of the owner or occupant of said Unit. Specifically, Unit 904 Limited Common Element is reserved for the exclusive possession, use, and enjoyment of the owner or occupant of Unit 904, and Unit 906 Limited Common Element is reserved for the exclusive possession, use, and enjoyment of the owner or occupant of Unit 906, each to the exclusion of the other Unit owner or occupant. Likewise, each Unit owner or occupant shall maintain and repair the Limited Common Element allocated to it at its own expense. This shall include, but not be limited to, care and maintenance of the lawn, landscaping, and drainage of the included lands, the maintenance and repair of driveways and parking areas, garages, and the maintenance and repair of any utilities serving exclusively one but not both of the Units.

E. **Not a Condominium.** The Declarant specifically states that the intention of this Declaration is not to create a Condominium, as set out in Tenn. Code Ann § 67-27-201 *et seq.*, but rather a Horizontal Property Regime with Private Elements as set out in the Tennessee Horizontal Property Act, Tenn. Code Ann. § 67-27-101 *et seq.*

F. **Easements; Reservations; Parking Spaces**. The Units and Common Elements shall have and be subject to the following easements:

1. An easement shall exist for the maintenance, repair and replacement of any and all pipes, wires, conduits, or other utility lines running through, under, or around any Unit, which facilities service to more than that Unit and are within and part of the Common Elements.

2. If any part of the Common Elements encroaches upon any Unit or Limited Common Element, an easement shall exist for the encroachment, the maintenance, repair and replacement thereof, so long as it continues. If any Unit shall be partially or totally destroyed and then rebuilt, minor encroachments of a Unit on any part of the Common Elements due to reconstruction or the repair or reconstruction process that are necessary for such activities shall be permitted, and easements shall exist for the encroachments.

3. An easement shall exist for any part of a residential structure, including, but not by way of limitation, the roof, eave, cornice, gutter and related structural elements, as shall encroach over or upon any adjoining Unit or the Common Elements. Said easement shall also exist for the maintenance, repair and replacement of said encroaching structural elements.

4. An easement exists for ingress, egress, and maintenance in favor of any public utility providing public utility service to the Units.

5. An easement exists in favor of the Association, exercisable by the Association and its agents, to enter into any Unit from time to time in the event of an emergency, for necessary action to prevent damage to any part of the Units.

6. The Developer reserves the right during development to grant, transfer, cancel, relocate, and otherwise deal with all utility and other easements now or hereafter within the Common Elements. After transfer of control of the administration of the Common Elements to the Association, as provided in Section H below, the Association may grant permits, licenses, and easements over the Common Elements for utilities, roads, and other purposes reasonably necessary or useful for the proper maintenance or operation of the Units.

7. Unit owners and their invitees or guests shall park vehicles only on the paved portions of the Limited Common Elements designated for said Unit, but shall not park any vehicle on the area designated as the Drive Common Elements as depicted on Exhibit B hereto, or otherwise block access to or transit across the said Drive Common Element.

8. Developer is empowered, notwithstanding anything herein to the contrary, to sell, lease, or rent Units to any person approved by it. Developer shall have the right to transact on the Property any business deemed necessary by Developer to consummate the construction, repair, sale, lease, or resale of Units, including, but not limited to, the right to post signs, to reserve parking spaces for prospective purchasers, and to use the Common Elements and to show Units. Signs and all items pertaining to sales shall not be considered Common Elements and shall remain the property of the Developer. As long as any Unit belonging to Developer remains unsold, neither the Unit owners, nor the Association, nor any use of the Units or the Property shall interfere with the sale of Units by the Developer.

E. **Alteration and Transfer of Interests.** The Common Elements and easements appurtenant to each Unit shall have a permanent character and shall not be altered without the consent of the Association and the Unit owner affected, except where such authority is retained herein by Developer. The Common Elements and easements shall not be separated from the Unit to which they appertain, and shall be deemed to be conveyed, leased, or encumbered with the Unit even though the Common Elements or easements are not expressly mentioned or described in the conveyance or other instrument. Nothing in this Section shall prevent the Developer or the Association from subsequently designating (and allowing the construction of) attached porches, patios (with enclosure fences) and balconies as Limited Common Elements.

F. **Partition**. The Common Elements and the Units shall remain undivided and shall not be the object of any action for partition or division of any part thereof, except as provided by the Act.

G. **Rules, Restrictions, Requirements, and the Allocation of Certain Duties and Expenses**. The Units and the Common Elements shall be subject to the following rules, restrictions, requirements, and the allocation of certain duties and expenses, which shall run with the land and be permanent, unless altered by the Association:

1. **Unit Uses.** Except as otherwise approved in writing by the Association, the Units shall be used only as a private dwelling, shall not be subdivided, and shall be subject to such limitations and conditions as may be contained herein, or in the Bylaws of the Association, or any rules which may be adopted from time to time by the Association as to the use and appearance of the Units and the Common Elements. Nothing contained herein shall prevent a unit from being used as a home office, provided such use does not violate applicable zoning regulations.

2. **Leases.** Any Unit lease shall be in writing and shall be subject to this Declaration, as may be amended, and to the Bylaws and rules as amended from time to time. No Unit shall be rented on a daily, weekly, or month-to-month basis.

3. **Structural Compliance**. All structures shall be built in substantial compliance with the plans and specifications therefore, approved by Developer or the Association as provided herein.

4. **Improvement and Setback Restrictions**. No building or structure, or any part thereof, shall be located on any Unit so that the improvements exceed the boundaries of the Unit. No encroachment upon any utility easement reserved on the Plat shall be authorized or permitted.

5. **Re-subdivision or re-combination of Units**. No Unit shall be re-subdivided or re-combined, nor shall any building be erected or placed on any such re-subdivided Unit, unless such re-subdivision is approved by the Association, as well as any governmental authority having jurisdiction. Developer, however, shall have the right, but not the obligation, to re-subdivide into Units, by recorded plat or in ay other lawful manner, all or any part of the Properties contained within the outer boundaries of the Plat, and such Units, as re-platted, shall be subject to this Declaration as if such Units were originally included herein. Any such re-plat must comply with pertinent re-platting ordinances, statutes, regulations, and requirements.

6. **Walls, Fences and Hedges**. Any walls, fences, or hedges to be constructed after the Developer has sold both Units shall be erected or maintained only as approved and directed by the Association. The Developer shall have exclusive authority over such matters until both Units are sold.

7. **Roofing Material**. The roof of any Unit shall be constructed or covered only with asphalt shingles commonly known as "architectural" shingles, unless the Association approves otherwise.

8. **Storage Tanks and Refuse Disposal**. No exposed above-ground tanks or receptacles shall be permitted for the storage of fuel, water, or any other substance, except for refuse produced through normal daily living and of a nature which is satisfactory for pick-up by the Department of Public Works or its equivalent. Incinerators for garbage, trash, or other refuse shall not be used or permitted to be erected or place on or adjacent to any Unit. All equipment,

coolers, and garbage cans shall be concealed from the view of neighboring lots, roads, streets, and open areas.

9. **Clothes Lines**. Outside clothes lines for the drying of laundry shall not be permitted.

10. **Signs and Advertisements**. No sign, advertisement, billboard or advertising structure of any kind shall be erected upon or displayed or otherwise exposed to view on any Unit or any improvement thereon without the prior written consent of the Association; provided that this requirement shall not preclude the installation by Developer and/or any builder of signs identifying the entire residential development and provided further that this requirement shall not preclude the placement by owners of "For Sale" signs in the front of individual residences of such size, character, and number as shall from time to time by approved by the Association. The Association shall have the right to remove any such unapproved sign, advertisement, billboard, or structure that is placed on said Units, and in doing so shall not be subject to any liability for trespass, theft, or other tort in connection therewith or arising from such removal.

11. **Use of Temporary Structures**. No structure of a temporary character, mobile home, camper, trailer, basement, tent, shack, garage, barn or other outbuilding shall be erected or moved onto the Property. No structure of any kind except a dwelling house may be occupied as a residence, and the outside of any building so occupied must be completed before occupancy, including landscaping. Temporary structures may be used as building or sales offices and for related purposes during the construction period by the Developer, any builder, or their assigns.

12. **Storage of Automobiles, Prohibition of Boats, Trailers and Other Vehicles**. No inoperative vehicles may be stored in any location within the Property. No recreational vehicles (including, but not limited to, campers, trailer, boats, boat trailers, and travel trailers) may be stored anywhere on the Property. Additionally, no tractor trailers, buses, or other large commercial vehicles may be parked anywhere within the Property. The foregoing shall not apply to construction vehicles of the Developer or any builder. Overnight parking shall not be permitted within the Property of any trailer or other wheeled instrument or equipment other than the personal ordinary commuter vehicle owned or used by the Unit owners or occupants.

13. **Outside Lighting**. Outside lights at eaves and door entrances shall be permitted, but no exterior flashing or high-intensity lights, floodlights, or spotlights on the exterior of any building shall be permitted, except with the prior written approval of the Association.

14. **Maximum Height of Antennae**. Unless approved by Developer or the Association, no electronic antenna or device of any type other than an antenna for receiving normal television signals shall be erected, constructed, placed or permitted to remain on any Unit, house or building. Television antennas must be located to the rear of the roof ridge line, gable or center line of the Unit. No antennae shall be permitted to extend more than ten (10) feet above the roof of the Unit, or shall be erected on a wooden pole. Provided, however, that owner shall be entitled to install and erect digital satellite equipment, including satellite dishes, provided that the diameter of any such dish shall not exceed twenty (20) inches and provided that plans as to the location and installation for such dish are submitted to the Association in accordance with the provisions of set forth herein.

15. **HVAC Units**. All central air conditioning system units must be used, erected, placed or maintained on the side or to the rear of the Unit. No window or wall type air conditioning units shall be permitted in any Unit.

16. **Recreational Equipment**. All playground and recreational equipment must be used, erected, placed or maintained to the rear of all Units.

17. **Oil and Mining Operations**. No oil drilling, oil development operations, oil refining, quarrying or mining operations shall be permitted on any Unit, nor shall oil wells, tanks, tunnels, mineral excavating or shafts be permitted upon or in any Unit. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any Unit.

18. **Maintenance**. All Units, together with the interior and exterior of all improvements located thereon, shall be maintained in a neat and attractive condition by their respective Unit owners or occupants. Each Unit owner or occupant, at its expense, shall furnish and be responsible for all maintenance of, repairs to and replacements within the interior and the exterior of such Unit, including plumbing, pipes, wiring, appliances, structural components and all other materials making up the construction of the Unit. In addition, each Unit owner shall be responsible for all outside veneers (whether brick, siding, or other exterior finished), facades, porches, decks or patios, exterior glass, windows, including storm window, screens, and doors, including storm doors, and walkways, painting, and structural and non-structural maintenance and repair of roofs, gutters, down-spouts, trim, caulking and other exterior repairs of any nature. The Unit owners shall be responsible for keeping all weeds and grass cut in a sanitary, healthful, and attractive manner and all trees and shrubbery pruned and cut in the Limited Common Elements reserved to each Unit owner. No Unit shall be used for storage of material and equipment, except for normal residential requirements or incident to construction and maintenance of improvements thereon as herein permitted. The accumulation of garbage, trash, or rubbish of any kind and the burning (except as permitted by law) of any such materials is prohibited. The Association shall only be responsible for maintenance of, repairs to, and replacement of any utilities or related equipment, or any other features, equipment, and the like that service both Units, if any.

19. **Use of Premises**. Each Unit shall be used only for private, single-family residential purposes and not otherwise. Notwithstanding the foregoing, Developer and any builder may maintain, as long as it owns the Property in or upon such portion of the Properties as Developer or any builder may determine, such facilities as in its sole discretion may be necessary or convenient, including, but without limitation, offices, storage areas, model units and signs, and Developer may use and permit builders (who are at the relevant time building and selling houses in the development) to use, residential structures, or accessory buildings for sales offices and display purposes, but all rights of Developer and of any builder acting with Developer's permission under this sentence, shall be operative and effective only during the construction and sales period within the area, and their provision may not be amended, altered or repaired without the prior consent of the Developer. It is expressly declared that Developer and any builder shall be permitted to construct, maintain, and operate one or more model units.

20. **Animals and Pets**. No animals, livestock, or poultry of any kind shall be raised, bred, pastured, or maintained on any Unit or the Common Elements, except household pets such as small dogs and cats which may be kept thereon in reasonable numbers as pets for the sole pleasure of the owner or occupant, but not for any commercial use or purpose. All pets shall be confined to the interior of the Unit owner's Unit or kept on leash when allowed out of doors. Such pets shall not be allowed to enter the Limited Common Elements appurtenant to any Unit except than the Unit possessed by the owner of keeper of said pet. The Unit owner shall be required to pick up and properly dispose of any feces deposited by any and all pets within the Property. Any disposal method which contemplates leaving said waste material outside of any Unit shall not be permitted, except very temporary storage in a suitable odor controlling trash container while waiting for regular garbage pick up.

21. **Nuisances and Unsightly Materials**. No house or other structure on any Unit shall be used for any business or commercial purpose other than for home office use, as set out above. Each Unit owner or occupant shall refrain from any act or use of the Unit which could reasonably cause embarrassment, discomfort, annoyance, or nuisance to others. No noxious, offensive, or illegal activity shall be carried on upon any Unit. No motorcycle, motorbike, motor scooter, or any other unlicensed motorized vehicle shall be permitted to be operated on or in the Common Elements, except those suitable for and used for ordinary commuting. No Unit shall be used, in whole or in part, for the storage of rubbish of any character whatsoever; nor shall any substance, thing, or material be kept upon any Unit which will emit foul or noxious odors or which will cause any noise that will or might disturb the peace and quiet of the owners or occupants of surrounding Units or property. The foregoing shall not be construed to prohibit the temporary deposits of trash and other debris for pick-up by garbage and trash removal service units.

22. **Hobbies and Activities**. The pursuit of any illegal or inherently dangerous activity or hobby, including, without limitation, the assembly and disassembly of motor vehicles or other mechanical devices, the shooting of firearms, fireworks, or pyrotechnic devices of any type or size, and other such activities shall not be pursued or undertaken on any part of the Property.

23. **Governmental Restrictions**. Each owner shall observe all governmental building codes, health regulations, zoning restrictions, and other regulations applicable to his Unit and the Common Elements. In the event of any conflict between any provision of any such governmental code, regulation, or restriction and any provisions of this Declaration, the more restrictive provision shall apply.

24. **Remedies.** Violation of the Declaration, the Bylaws, or any rules adopted by the Association, may be remedied by the Association, or its agent, by the imposition of reasonable fines or by legal action for damages, injunctive relief, restraining order, or specific performance. In addition, an aggrieved Unit owner may maintain a legal action for similar relief. A Unit owner or occupant, in accepting ownership or taking occupancy of a Unit, agrees to become subject to this enforcement in the event of a violation.

H. **Homeowners' Association**. The administration of the Common Elements shall be and is hereby vested in **904 & 906 Spain Avenue Homeowners Association** (the "Association"), which shall consist of all owners of the Units. The Homeowners' Association has been or will be formed under the name "904 & 906 Spain Avenue Homeowners Association", which Charter is or shall be recorded in the

Davidson County, Tennessee Register's Office. A copy of the initial Bylaws of the Homeowners' Association is attached to this Declaration as **Exhibit C**. The owner of any Unit, upon acquiring title, shall automatically become a member of the Homeowners' Association and shall remain a member until such time as his ownership of such Unit ceases for any reason, at which time his membership in the Homeowners' Association shall automatically cease. The administration of the Units, including the adoption and amendment of bylaws, adoption of rules, assessment of Common Expenses, and all other matters relating to the administration of the Units, is vested in the Developer until the happening of either of the following events, whichever occurs earlier:

(i) when one hundred percent (100%) of the Units in 904 & 906 Spain Avenue are contemplated and have been sold by Developer; or

(ii) January 1, 2017.

Until that time, the Developer shall constitute the Association, and shall possess the irrevocable proxy of the Unit owners to operate and administer the Units during this time, which proxy each Unit owner automatically grants upon acceptance of a deed to a Unit. All Unit owners, by acceptance of a deed to a Unit, agree to this administration of the Units by the Developer.

I. **Administration of the Units.**

1. **Administration Requirements.** Administration of the Units, including the use, maintenance, repair, replacement and restoration of the Common Elements, and any additions and alterations to them, shall be in accordance with the provisions of the Act, this Declaration, the Bylaws of the Homeowners' Association, and all rules adopted by the Homeowners' Association. Specifically (but not exclusively), effective upon completion of all Units, the Homeowners' Association shall:

a. Maintain, repair and replace all improvements in the Common Elements which may be required by this Declaration or by law to be maintained, repaired and replaced upon, adjoining, in connection with, or for the use of any part of the Units.

b. Keep all Common Elements in a clean and sanitary condition and observe and perform all laws, ordinances, rules and regulations now or hereafter made by any governmental authority, where applicable to the Units, except that the Unit owners shall be responsible individually for such duties with regard to the Units, Private Elements, and Limited Common Elements allocated for its exclusive ownership (as to Units), and possession, use, and/or enjoyment (as to Private Elements and Limited Common Elements) as set out in this Declaration.

c. Not make or suffer any waste or unlawful, improper or offensive use of the Property.

2. **Non-Liability of the Directors, Board, Officers and Developer.** Neither the directors, Board, officers of the association, nor the Developer shall be personally liable to the Unit Owners for any mistake of judgment or for any other acts or omissions of any nature whatsoever as such directors, Board, officers, or Developer, except for any acts or omissions found by a court to constitute gross negligence or fraud. The Unit owners shall indemnify and hold harmless each of the directors, Board, officers, or Developer, and their respective heirs,

executors, administrators, successors and assigns in accordance with the Charter of the Association and Bylaws.

3. **Ownership of Interests in the Association.** Subject to the provisions concerning voting rights hereinabove contained, each Unit shall be allocated an equal percentage ownership in the Association. The percentages of ownership interest shall remain constant unless hereafter changed by recorded amendment to this Declaration consented to in writing by the Unit owners, in accordance with the requirements hereinafter contained. Said ownership interest shall be an undivided interest, and the undivided membership interest in the Association shall be owned by the Unit owners as tenants in common in accordance with their respective percentages of ownership. The ownership of each Unit shall not be conveyed separate from the percentage of ownership in the Association corresponding to said Unit. The undivided percentage of ownership in the Association corresponding to any Unit shall be deemed conveyed or encumbered with that Unit, even though the legal description in the instrument conveying or encumbering said Unit may refer only to the fee title to that Unit.

4. **Special Assessments.** In addition to the annual assessments for Common Expenses authorized herein, the Association may levy a special assessment for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of capital improvements upon the Common Elements or Limited Common Elements, including fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of Unit owners.

5. **Exemptions.** Notwithstanding any provision to the contrary in this Declaration or the Bylaws attached hereto, and except for the contribution required in this paragraph, the Developer and any Successor Developer shall be exempt from the payment of assessments for any Units owned by the Developer, and any Successor Developer, until such time as the weighted voting rights provided for in this Declaration no longer provide an automatic majority to the Developer or any Successor Developer.

6. **Separate Real Estate Taxes.** Real estate taxes shall be separately taxed to each Unit owner for such owner's Unit and including the corresponding percentage of ownership in the Association, as provided in the Act. In the event that such taxes for any year are not separately taxed to each Unit owner, but rather are taxed on the Property as a whole, then each Unit owner shall pay such owner's proportionate share thereof in accordance with such owner's respective percentage of ownership interest in the Association, and, in said event, such taxes shall be a common expense.

7. **Obligations of Unit Owners.** Each Unit owner, at such owner's expense, shall furnish and be responsible for all maintenance of, repairs to and replacements within the interior and the exterior of such owner's Unit, including plumbing, pipes, wiring, appliances, and structural components of the Unit. In addition each Unit owner shall be responsible for all outside veneers (whether brick, siding or other exterior finishes), facades, porches, decks or patios, exterior glass, windows, including storm windows, screens, and doors, including storm doors, and walkways, painting, and structural and non-structural maintenance and repair of roofs, gutters, down-spouts, trim, caulking and other exterior repairs to the Unit of any nature. Upon the Unit owner's default in performing such required maintenance, the Association shall have the right, but not duty, upon thirty (30) days' advance written notice to said Unit owner, to perform the

necessary maintenance and to charge the costs thereof to said Unit owner, which costs shall constitute a lien on the interest of such Unit owner in the Unit as provided in the Act.

8. **Obligations of Association.** The Association shall only be responsible for maintenance of, repairs to, and replacement of any utilities or related equipment, or any other features, equipment, and the like that service both Units, if any. Other items of maintenance, repair, and replacement in the Units and the Limited Common Elements reserved to a particular Unit shall be the responsibility of the Unit owner. The cost of maintenance of, repairs to and replacements which are the responsibility of the Association shall be part of the Common Expenses, subject to the Bylaws, rules and regulations of the Association.

9. **Loss Attributable to Unit Owner.** Notwithstanding the foregoing, if any maintenance, repair, or replacement shall become necessary, due to the act or neglect of a Unit owner, or the agent, servant, tenant, family member, invitee, licensee, or household pet thereof, upon the Common Elements or to a Unit or Units owned by others, or maintenance, repair or replacement are required which would otherwise be a Common Expense, then such Unit owner shall pay for such damage or such maintenance, repair, and replacements, as may be determined by the Association, to the extent not covered by the Association's insurance or sufficient proceeds are not collected from the insurance carrier.

The authorized representative of the Association, Board or of the Managing Agent with approval of the Board shall be entitled to reasonable access to the individual Units and Private Elements as may be required in connection with the preservation of any individual Unit or Private Elements in the event of an emergency, or in connection with maintenance of, repairs, or replacements within the Common Elements, Private Elements or any equipment, facilities or fixture affecting or serving the other Units, Common Elements, or Private Elements, or to make any alteration required by an governmental authority.

11. **Approval of Plans.** No structure may be erected, placed or altered on any Private Elements, and no building permit may be obtained without obtaining prior written approval of the Association. Specifically, the Unit owner must submit to the Association the construction plans and building specifications and a plan showing (i) the location of improvements on the Private Elements; (ii) the grade elevation (including delivery of samples thereof); (iv) the color of paint or stain to be applied to any exterior surfaces and the color of the roof material (including delivery of samples thereof); and (v) the location and size of the driveway (which shall be broom finish concrete, unless otherwise approved by Developer), shall have been approved in writing by the Association.

It is expressly acknowledged that construction undertaken by (i) the Developer and (ii) any builder who purchases Unit(s) directly from the Developer shall be conclusively deemed to comply with the foregoing, it being declared that construction of Unit(s) by (i) the Developer and (ii) any builder who purchased Unit(s) directly from the Developer shall be exempt from Association review and from any limitations on construction existing under this Declaration or the Association's Bylaws. Upon giving approval, construction shall be started and prosecuted to completion promptly and in strict conformity with such plans.

In the event any Unit owner makes any alteration covered under the previous paragraph without obtaining the required approval, then in any such event the Board may after ten (10)

days' notice to the defaulting Unit owner, remove or restore the affected area, and perform such construction or maintenance, advance and pay such sums, or do any other reasonable act necessary to cure such default. The Association shall have a lien against the Unit of the defaulting Unit owner securing payment of the sums expended or advanced, and shall be entitled to enforce such lien by filing suit in a court of competent jurisdiction. In the event the Association is successful in such suit, it shall be entitled to recover reasonable attorney fees and costs incurred in such suit and enforcement of its rights.

At such time as Developer divests itself of all Units within the development, the right of approval of plans for further construction, reconstruction, remodeling, alteration, and additions shall thereafter rest exclusively in the Association.

Developer, the Association and the individual members thereof shall not be liable for any act or omission in performing or purporting to perform the functions delegated hereunder. In the event that the Association fails to indicate its approval or disapproval within thirty (30) days after the receipt of the required documents, approval will not be required and the related covenants set out herein shall be deemed to have been fully satisfied. Approval or disapproval by the Association shall not be deemed to constitute any warranty or representation by it including, without limitation, any warranty or representation as to fitness, design or adequacy of the proposed construction or compliance with applicable statutes, codes and regulations. Anything contained in this paragraph, or elsewhere in this Declaration to the contrary notwithstanding, Developer and the Association are hereby authorized and empowered, at their sole and absolute discretion, to make and permit the type, kind, quantity or quality of the building materials to be used in the construction of any building or improvement on any Unit and of the size and location of such building or improvement when, in their sole and final judgment, such modifications and deviations in such improvements will be in harmony with existing structures and will not materially detract from the aesthetic appearance of the Properties and the improvements as a whole; provided, however, such modification and deviations must remain within all applicable ordinances and regulations established by the City of Nashville, Tennessee and Davidson County, Tennessee.

The Association may require the submission to it of such documents and items, including as examples, but without limitation, written requests for and description of the variances requested, plans, specifications, plot plans and samples of material(s), as either of them shall deem appropriate, in connection with its consideration of a request for a variance. If the Association shall approve such request for a variance, it shall evidence such approval, and grant its permission for such variance, only by written instrument, addressed to the Owner of the Unit(s) relative to which such variance has been requested, describing the applicable restrictive covenant(s) and the particular variance requested, expressing its decision to permit the variance, describing (when applicable) the conditions on which the variance has been approved (including as examples, but without limitation, the type of alternate materials to be permitted), and signed by the Association. Any request for a variance shall be deemed to have been disapproved for the purposes hereof in the event of either (i) written notice of disapproval from the Association or (ii) failure by the Association to respond to the request for variance. In the event the Association or any successor to the authority thereof shall not then be functioning, no variances from the covenants herein contained shall be permitted, it being the intention of Developer that no variances be available except at its discretion or that of the

Association. The Association shall not have the authority to approve any variance except as expressly provided in this Declaration.

J. **Delegation of Administration**. The Homeowners' Association shall be authorized to delegate the administration of its duties and powers by written contract to a professional managing agent or administrator employed for that purpose by the Homeowners Association, so long as such contract does not exceed three years in duration and is cancelable by the Homeowners' Association, without cause or payment of a termination fee, upon 90 days prior written notice. It shall be the duty of the Homeowners' Association to determine, annually, the estimated Common Expenses of the Units for the succeeding twelve months, and, having so determined, to make and collect the assessment quarter-annually from each Unit owner. Each Unit owner shall contribute equally and shall be prorated based upon the portion of the quarter-annual period remaining. At the time the purchase of a Unit from Developer is closed, the Homeowners' Association may collect from the purchaser an amount to be considered a working capital fund for the Association.

K. **Waiver of Use of Common Elements.** No Unit owner may except himself from liability for his contribution towards the Common Expenses by waiver of the use or enjoyment of any of the Common Elements or by abandonment of his Unit.

L. **Unpaid Common Expenses Constitute Lien.**

1. Unpaid Common Expenses shall constitute a lien on the Unit of the delinquent Unit owner, prior to all other liens except for (i) liens for taxes and assessments lawfully imposed by governmental authorities against such Units and (ii) the lien of a first deed of trust. Such lien shall also secure reasonable attorney fees and all costs incurred in the collection of the unpaid share of Common Expenses or the enforcement of the lien. If a Unit owner shall fail to pay the proportionate share of Common Expenses for a period of ten days following the date on which the same become due, the council may assess a "late charge" of fifteen percent per annum of the unpaid amount or such other late charge as the Homeowners' Association may determine. If such share remains unpaid for a period of thirty days following the due date, together with any late charge thereon, the Association may declare the entire proportionate share of Common Expenses of that Unit owner for the next succeeding full twelve calendar months immediately due and payable, without further notice or demand, and proceed to collect same. The lien for unpaid Common Expenses may be enforced by suit by the Homeowners' Association or the Homeowner Association's agent, acting on behalf of the Homeowners' Association, in like manner as a mortgage or deed of trust of real property, provided that thirty days' prior written notice of intent to sue to enforce the lien shall be mailed, postage prepaid, to all persons having an interest in such Unit (including any mortgages), as shown on the Association's record of ownership. The Association shall have the power to bid on such Unit at judicial sale or pay for and accept a deed in lieu of foreclosure; and to acquire, hold, lease, mortgage and convey such Unit. Suit to recover a money judgment for unpaid Common Expenses shall be maintainable without judicial lien enforcement and without waiving the right to enforce the lien securing the same. Without in any manner limiting its rights aforesaid, the Homeowners' Association or the Homeowners' Association's agent, acting on behalf of the Homeowners' Association, may also file a lien for unpaid Common Expenses.

2. For and in consideration of the privileges, protections, mutual enjoyment and use of the Common Elements, the assumption of the obligations of the Unit owners set forth in this Declaration, the receipt of which is hereby acknowledged, and to secure the payment of shares of Common Expenses assessed against a Unit owner, late charges and attorney fees as provided herein, hereinafter collectively referred to as the "Secured Charges", a lien is expressly retained in favor of the Homeowners' Association.

M. **Acquisition at Foreclosure Sale.** Where the mortgage of a first deed of trust of record or other purchaser of any Unit acquires ownership of such Unit as a result of the enforcement of the deed of trust, such Unit shall no longer be subject to a lien for unpaid assessments for Common Expenses which become due prior to such acquisition of title, except where such lien rights may be asserted against surplus proceeds of the sale.

N. **Insurance**. The Homeowners' Association shall carry such insurance coverages as it shall deem necessary and appropriate.

O. **Reconstruction**. Where casualty destruction, partial or total, occurs to a Unit, any reconstruction or repair must be substantially in accordance with the original plans and specifications are approved by a majority of the Homeowners' Association.

P. **Alteration of the Condo**. Restoration or replacement of the Units (unless resulting from casualty destruction), or material alterations or additions to the buildings in the Units, shall be undertaken by any Unit owner only after approval by the Association, which shall have the authority to amend this Declaration with the written consent of the owners and the holders of all liens on Units affected and in accordance with the complete plans and specifications approved in writing by the Association. Promptly upon completion of such restoration, alteration or replacement, the Association shall duly record an amendment to this Declaration if and to the extent there are any changes to the Common Elements, Limited Common Elements, or Private Elements.

Q. **Maintenance Fund**. The Association shall establish and pay into a Maintenance Fund all Common Expense collections from the Unit owners, assessed for and attributed to current expenses and shall pay from the Maintenance Fund all current Common Expenses of the Units.

R. **Capital Replacement Fund**. The Homeowners' Association may establish a Capital Replacement Fund and pay into the same from month to month that portion of Common Expense collections from the Unit owners, attributable to the Common Expense budget item for capital replacement reserves. For example, if ten percent of the Common Expense budget for that partial year is assigned to capital replacement reserves, ten percent of Common Expense collections shall be paid over to the Capital Replacement Fund.

S. **Additional Common Expense Provisions**. In addition to the other provisions of this instrument relating to the Units' Common Expenses, the following requirements and limitations are applicable.

1. The interest of each Unit owner in the Maintenance Fund and Capital Replacement Fund cannot be withdrawn or separately assigned, but are deemed to be transferred with such Unit even though not mentioned or described in the conveyance thereof.

2. If the Units herein created shall be terminated or waived, any part of the Funds remaining after full payment of Common Expenses and costs of termination shall be distributed to the then existing Unit owners.

T. **Incurrence and Retirement of Indebtedness**. The Association may borrow money from time to time for the following purposes:

1. To cover any budgetary deficit from operational expenses, so long as such loan can be repaid within six months from anticipated Common Expenses income and not needed for ongoing operations.

2. To pay costs of reconstruction, major repair, replacement or alteration of the Common Elements (to the extent not covered by insurance proceeds) of this Declaration. There shall be no more than one authorized loan outstanding at any one time. When it is necessary to effect such a loan, the Homeowners' Association may pledge, as security thereon, its right to receive that part of the monthly Common Expense income that is necessary to amortize the payoff of the loan.

U. **Voting Membership.**

1. **Class A:** Class A members shall be all Unit Owners, with the exception of the Developer, and shall be entitled to one (1) vote for each Unit owned. When more than one (1) person holds an interest in any Unit, all such persons shall be members. The vote for such Unit shall be exercised as they determine, but in no event shall more than one (1) vote be cast with respect to any Unit.

2. **Class B:** Class B member shall be the Developer and shall be entitled to three (3) votes for each Unit owned. The Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs earlier:

(i) when one hundred percent (100%) of the Units in 904 & 906 Spain Avenue are contemplated and have been sold by Developer; or

(ii) January 1, 2017.

V. **Eminent Domain**. The following provisions shall control upon any taking by eminent domain:

1. In the event of a taking of any part of a Unit by eminent domain, the Unit owner and the Unit owner's mortgagee(s), as their interests may appear, shall be entitled to receive the award for such Unit taking . In the event of the taking of a part of any Limited Common Element, then the award shall be paid to the Unit Owner to whom said Limited Common Element was reserved.

2. If the Units continue after taking by eminent domain, then the remaining portion of the Units shall be re-surveyed and this Declaration amended accordingly by the Homeowners' Association.

W. Mortgagee's Rights.

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

(a) Any condemnation or casualty loss which affects a material portion of the Units or which affects any Unit that secures the Mortgagee's mortgage or deed of trust;

(b) Any proposed action that required the consent of mortgage holders.

2. The Homeowners' Association shall make available for inspection, upon request and during normal business hours or under other reasonable circumstances, to any Unit owner or Mortgagee current copies of the Declaration, the Bylaws, any rules and regulations, and the books, records and financial statements of the Homeowners' Association.

3. The Association shall furnish, upon written consent, a financial statement for the immediately pending fiscal year to any Mortgagee, if such statement exists.

4. Except as provided by the Act in case of substantial loss to the Unit and/ or Common Elements, unless all Unit Owners have given their written approval, the Homeowners' Association shall not be entitled to:

(a) By act or omission seek to abandon or terminate the Units;

(b) Change the pro-rata interest or obligations of any Unit for the purpose of (i) levying assessments or charges or allocating distributions of hazard insurance proceeds or condemnation awards or (ii) determining the pro-rata share of ownership of each Unit in the Common Elements;

(c) Partition or subdivide any Unit; or

(d) By act or omission seek to abandon, partition, subdivide, encumber, sell or transfer the Common Elements (the granting of easements for public utilities or other public purposes consistent with the intended use of the Common Elements by the Units shall not be deemed a transfer within the meaning of this clause).

5. No interpretation shall be given to this Declaration or any other Units' documents which would give a Unit owner, or any other party, priority over any rights of first Mortgagees pursuant to their mortgages in the case of a distribution to Unit owners of insurance proceeds or condemnation awards for losses to or taking of Units and/ or Common Elements.

W. Amendments.

1. Amendments Annexing Additional Phases. The Developer may, but shall not be obligated to, incorporate additional area into additional phases of the horizontal property regime governed by this Declaration. The annexation of such additional phases shall be accomplished by the unilateral execution by Developer, and recording, of an amendment to this instrument setting forth the additional real property to be brought within the provisions of this

Declaration and reciting that it shall be held and conveyed subject to the provisions hereof as an additional phase or phases of 904 & 906 Spain Avenue. Upon the addition of additional Units to the 904 & 906 Spain Avenue horizontal property regime, then the percentage ownership in the Association of the Unit Owners shall be automatically adjusted so that each Unit Owner owns an equal undivided ownership interest in the Association.

2. **Other Amendments.** Except as specifically stated elsewhere herein, any provisions of this Declaration may be changed, modified, or rescinded by an instrument in writing, setting forth such change, modification or rescission, signed by Unit owners owning not less than a majority of the total Units, including the votes or Units of the Developer, provided, however, that all lien holders of record have been notified by certified mail of such change, modification or rescission, and an affidavit by the members of the Association certifying to such mailing is made a part of such instrument, and further provided that during the period of time that the Developer maintains weighted voting rights under Class B membership in the Association such amendment(s) shall require approval by FHA, VA and /or HUD prior to becoming effective.

However, if the Act, the Declaration, or the Bylaws require the consent or agreement of all Unit owners or of all lien holders for any action specified in the Act or in this Declaration, then any instrument changing, modifying or rescinding any provision of this Declaration with respect to such action shall be signed by all Unit owners or all lien holders or both as required by the Act or this Declaration. The change, modification or rescission, whether accomplished under the provisions of the preceding paragraph, shall be effective upon recording of such instrument in the office of the Register of Deeds of Davidson County, Tennessee; provided, however, that no provision in this Declaration may be changed, modified or rescinded so as to conflict with the provisions of the Act.

Notwithstanding the above, the Developer shall have the right, but not the duty, to make and record any necessary amendment to this instrument for the express purpose of completion of development or correction of clerical errors or as may be required to obtain FHA/VA and/or FNMA approval for the horizontal property regime. Additionally, so long as the Developer maintains weighted voting rights under Class B membership in the Association, the Developer shall have the right and authority to reconfigure the layout, floor plan or other aspects of any Units or the location of any Units as determined by the Developer.

Any amendments adopted pursuant to this Section shall be evidenced by a Supplemental Declaration signed by a party or parties holding the requisite number of votes required to adopt the amendment, which Supplemental Declaration shall be recorded in the Register's Office for Davidson County, Tennessee. Any such Supplemental Declaration which has been properly enacted or adopted shall be binding upon all Owners without regard for whether all of the Owners signed the subject Supplemental Declaration.

X. **Transfer of Developer's Rights**. The Developer may assign, transfer, or convey its interest in the Property and its interest as the Developer under the Declaration. Any mortgagee of the Developer may acquire the Property or the Developer's interest under this Declaration in order to enforce its mortgage. Any such successor to the Developer shall succeed to all of the rights of the Developer under this Declaration and under the Bylaws.

Y. Miscellaneous.

1. **Termination.** The Units may be terminated as follows:

a. If it is determined the damaged property shall not be reconstructed because of substantial loss in accordance with Tenn. Code Ann. 66-27-118 as may be amended or supplemented from time to time.

b. At any time after obtaining the prior approval in writing of all Unit owners, and by all record owners of liens thereon in accordance with Tenn. Code Ann. 66-27-109, subject to state or local law or regulation relevant to the permissibility of such termination.

The termination of the Units shall be evidenced by a deed in compliance with Tenn. Code Ann. 66-27-109, certifying the facts effecting the termination, which deed shall become effective upon being recorded in the Register's Office for Davidson County, Tennessee.

2. **Perpetuities and Restraints on Alienation.** If any of the options, privileges, covenants or rights created by this Declaration shall be unlawful, void or voidable for violation of the rule against perpetuities, then such provision shall continue only until twenty-one (21) years after the death of the survivor of the now living descendants of the Queen of England, Elizabeth II.

3. **Severability.** If any provision of the Declaration or Bylaws, or any section, sentence, clause, phrase, word, or the application thereof in any circumstance, is held invalid, the validity of the remainder of this Declaration and the Bylaws and of the application of any such provision section, sentence, clause, phrase or word in any other circumstances shall not be affected thereby and the remainder of this Declaration or the Bylaws shall be construed as if such invalid part was never included therein.

IN WITNESS WHEREOF, the undersigned Developer and Declarant has executed this Declaration this the 24th day of June, 2015:

Stone Peak, LLC, a Tennessee limited liability company

By: Randy Frase

Name: Randy Frase

Title: Managing Member

STATE OF Tennessee)
)
COUNTY OF Sumner)

Before me, the undersigned, a Notary Public in and for the State and County aforesaid, personally appeared **Randy Frase**, 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 **Managing Member** of **Stone Peak, LLC**, the within named bargainor, and further acknowledged that such person executed the foregoing instrument in behalf of Stone Peak, LLC for the purposes therein contained.

Witness my hand and official seal on this the 24th day of June, 2015.

NOTARY PUBLIC

MELISSA D. ROGERS
STATE OF TENNESSEE NOTARY PUBLIC
SUMNER COUNTY

My Commission Expires: 4/19/17

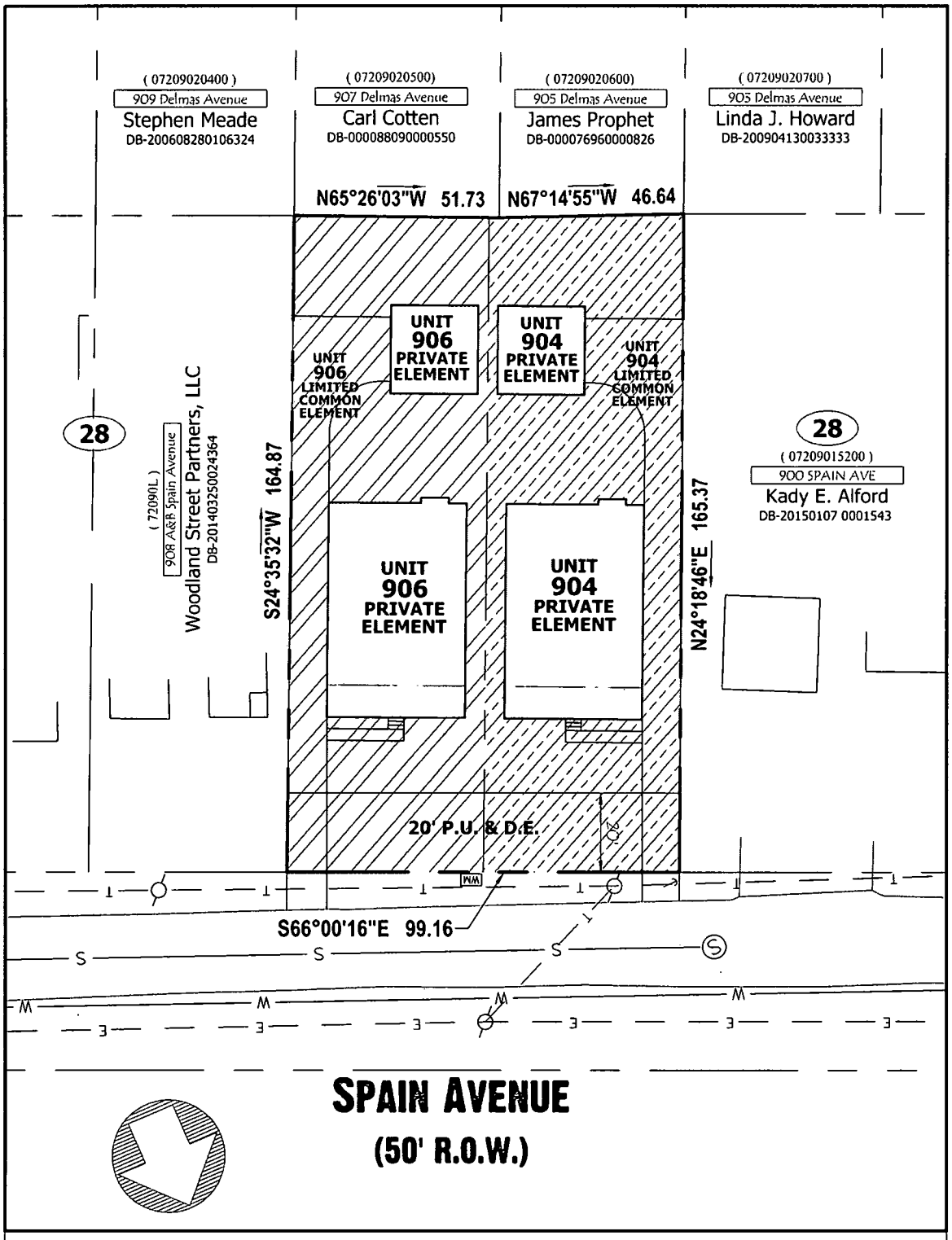
EXHIBIT A

The "Parcel"

Land in Davidson County, Tennessee, being Lot No. 29 on the Plan of Bush Spain's Subdivision of part of Zack Stull Lands, as of record in Book 161, page 129, Register's Office for Davidson County, Tennessee.

Said Lot No. 29 fronts 100 feet on the southerly margin of Spain Avenue and extends back between parallel lines 165 feet to a dead line in the rear.

Being the same property conveyed to Stone Peak, LLC, a Tennessee Limited Liability Company, by Warranty Deed from Anne W. House filed on 04/01/2015, at Instrument No. 20150401-0028144, Davidson County Register of Deeds.



THIS SURVEY WAS DONE UNDER THE AUTHORITY OF TCA 62-18-126 AND IS NOT A "GENERAL PROPERTY SURVEY" AS DEFINED UNDER RULE 0820-3-07. THE INFORMATION SHOWN ON THIS EXHIBIT WAS DERIVED FROM RECORDED DEEDS, PLATS, AND FIELD MEASUREMENTS. SAID PROPERTY IS SUBJECT TO ANY FINDINGS OF AN ACCURATE TITLE SEARCH. NO TITLE WORK WAS FURNISHED TO THE SURVEYOR PRIOR TO THIS EXHIBIT. THIS EXHIBIT IS NOT INTENDED TO BE A BOUNDARY SURVEY OF THE PROPERTY SHOWN HEREON.

CLINT T. ELLIOTT
REGISTERED LAND SURVEYOR
TENNESSEE NO. 2347
6-22-2015

GRAPHIC SCALE (IN FEET)
20 0 10 20 40
1 inch = 20 ft.

EXHIBIT 'B' - Units 904 & 906 SPAIN AVENUE

NASHVILLE, TENNESSEE 37216

Zoning: R6 | Metro Parcel ID: (07209015400) | DATE: 6-21-15

CLINT T. ELLIOTT
REGISTERED LAND SURVEYOR
7930 Hwy 70 South, Nashville Tn, 37221
p| (615) 533-2054
e| clintelliott@comcast.net

EXHIBIT C

BYLAWS

OF

904 & 906 SPAIN AVENUE

HOMEOWNERS ASSOCIATION

ARTICLE 1

Members (Unit Owners)

Section 1. Eligibility. The members of the 904 & 906 Spain Avenue Homeowners Association (the "Association"), shall consist of the respective Unit owners of 904 & 906 Spain Avenue, a Horizontal Property Regime with Private Elements (the "Property"). These and other terms are used in these Bylaws as they are defined in the Declaration of Covenants, Conditions and Restrictions for 904 & 906 Spain Avenue, a Horizontal Property Regime with Private Elements (the "Declaration") which Declaration is recorded in the Register's Office for Davidson County, Tennessee, and to which these Bylaws are an exhibit. The words "member" or "members" as used in these Bylaws mean and shall refer to "Unit owner" or "Unit owners", as the case may be, as defined in the Declaration. If a Unit owner is a land title holding trust under the terms of which all powers of management, operation and control of the Unit remains vested in the trust beneficiary, then the member shall be the beneficiary of such trust.

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

Section 3. Annual Meetings. The annual meeting of Unit owners shall be held at the time and place specified in the notice of such meeting, but such place shall be within fifteen (15) miles of the Property. The annual meeting of Unit owners shall be held within sixty (60) and one hundred twenty (120) days following the end of the Association's fiscal year. At the annual meeting, the Unit owners shall elect Directors, receive reports on the activities and financial condition of the Corporation, and transact such other business as may properly come before the meeting.

Section 4. Special Meetings. The Association shall hold a special meeting of its Unit owners upon the call of the Board of Directors or the President, or upon the written demands to the Secretary by Unit owners holding at least ten (10%) percent of all votes entitled to be cast on any issue to be considered at the proposed special meeting. Any call or demand for a special meeting shall describe the purpose(s) for which the special meeting is to be held. Only business within the purpose(s) described in the meeting notice for the special meeting may be conducted at such meeting.

Section 5. Notice of Meetings. The Association shall notify its Unit owners of the date, time and place of each annual and special meeting of Unit owners no fewer than ten (10), nor more than forty-five (45), days before the meeting date. The notice of a meeting shall also contain such other information which may be required by these Bylaws.

Section 6. Waiver of Notice. A Unit owner's attendance at a meeting:

(a) Waives objection to lack of notice of defective notice of the meeting unless the Unit owner at the beginning of the meeting (or promptly upon arrival) objects to holding the meeting or transacting business at the meeting; and

(b) Waives objection to consideration of a particular matter at the meeting that is not within the purpose(s) described in the meeting notice, unless the Unit owner objects to considering the matter when it is presented.

Section 7. Voting. The aggregate number of votes of all Unit owners shall be as follows:

Class A. Class A members shall be all Unit Owners, with the exception of the Developer, and shall be entitled to one (1) vote for each Unit owned. When more than one (1) person holds an interest in any Unit, all such persons shall be members. The vote for such Unit shall be exercised as they determine, but in no event shall more than one (1) vote be cast with respect to any Unit.

Class B. The Class B member shall be the Developer and shall be entitled to three (3) votes for each Unit owned. The Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs earlier:

(i) when one hundred percent (100%) of the Units in 904 & 906 Spain Avenue are contemplated and have been sold by Developer; or

(ii) January 1, 2017.

Notwithstanding the foregoing, no Unit owner who is in default in the payment of assessments hereunder shall be entitled to exercise the right to vote hereunder until such owner has cured such default. A Unit owner shall be deemed to be in default if such owner has not paid his or her assessments to the Board, or their agent, within ten (10) days after the date such assessments are due. A Unit owner may protest the amount of the assessment, but it still must be paid during the pendency of the protest to the Board.

Section 8. Quorum. Unless otherwise required by law, all of the votes entitled to be cast by Unit owners must be represented at any meeting of the Unit owners to constitute a quorum on that matter. If, however, such quorum is not represented at any such meeting, the Unit owners present at the meeting in person or represented by proxy shall have the power to adjourn the meeting and schedule a follow-up meeting at which the quorum requirement shall be one-half of that required for the previous meeting. Notice of the follow-up meeting shall be given in similar manner to the previous meeting. At such time as a quorum is present, the meeting shall be held when any business may be transacted which might have been transacted at the meeting as provided in the original notice.

Section 9. Voting Requirements. Except as otherwise provided in these Bylaws, the Declaration or the Act, action or any matter voted upon at a meeting of the Unit owners is approved if a majority of the Unit owners vote in favor of the action. However, Directors shall be elected by a plurality of the votes cast by the Unit owners entitled to vote in the election at a meeting of the Unit Owners at which a quorum is present. Unit owners shall vote in person or by proxy executed in writing by the Unit owner. No proxy shall be valid after eleven (11) months from the date of its execution or upon conveyance by the Unit owner of his Unit. No proxy shall be valid unless promulgated by the Board of Directors as an official proxy. A corporate Unit owner's vote shall be cast by the President of the Unit owner corporation or by any other officer of proxy appointed by the President or designated by the Board of Directors of such corporation. Voting on all matters except the election of directors shall be by voice vote or by show of hands unless a majority of the Unit owners present at the meeting shall, prior to the voting on any matters, demand a ballot vote on that particular matter. Where directors or officers are to be elected by the Unit owner, the official solicitation of proxies for such elections may be conducted by mail.

Section 10. Action by Written Consent. Action which is required or permitted to be taken at a meeting of the Unit owners may be taken without such a meeting if all Unit owners entitled to vote on the action consent to taking such action without a meeting. If all of such Unit owners so consent, the affirmative vote of the number of votes that would be necessary to authorize or take such action at a meeting shall be the act of the Unit owners, except as otherwise provided in these Bylaws. Such consent (or counterpart(s) thereof) shall describe the action taken, be in writing, be signed by each Unit owner entitled to vote on the action, indicate each signing Unit owner's vote or abstention on the action, and be delivered to the Secretary of the Association and included in the minutes or Association records.

Section 11. Action by Written Ballot. Any action which may be taken at any annual or special meeting of Unit owners may be taken without a meeting if the Association delivers a written ballot to every Unit owner entitled to vote on the matter. The written ballot shall set forth each proposed action and shall provide an opportunity to vote for or against each proposed action. Approval by written ballot shall be valid only when the number of votes cast by ballot equals or exceeds the quorum required to be present at a meeting authorizing the action, and the number of approvals equals or exceeds the number of votes that would be required to approve the matter at a meeting at which the total number of votes cast was the same as the number of votes cast by ballot. All solicitations for votes by written ballot shall:

(a) Indicate the number of responses needed to meet the quorum requirements;

(b) State the percentage of approvals necessary to approve each matter other than election of Directors; and

(c) Specify the time by which the ballot must be received by the Association in order to be counted.

ARTICLE II

Board of Directors

Section 1. Number, Election and Term of Office. The Board of Directors of the Association (referred to in the Horizontal Property Act of the State of Tennessee as the "board of administration," and sometimes referred to herein as the "Board") shall consist of two (2) persons (hereinafter referred to as "Directors"). Directors shall be elected at the annual meeting of Association's Unit Owners by the vote of Unit Owners (including the Developer and any builders) as hereinafter provided, except that the Developer shall appoint the interim Board of Directors ("Interim Board") to serve until all of the Units are sold and transferred out of the Developer. From and after the time that all of the Units are sold and transferred out of the Developer, each Unit Owner shall appoint and elect one of the two Directors. Nothing in this Declaration shall be construed to mean that the Developer and any builder do not have voting rights as a Unit Owner, and the Developer hereby specifically declares that the Developer, together with its successors and any builder(s) shall have and maintain the voting rights applicable to the Units owned by them (and any weighted voting rights shall remain applicable).

Section 2. Qualification. Except for those persons making up the Interim Board, each Director shall be a Unit owner or the spouse of a Unit owner (or, if a Unit owner is a trustee of a trust, Director may be a beneficiary of such trust, and if a Unit owner or such a beneficiary is a corporation or partnership, a Director may be an officer, partner or employee of such Unit owner or beneficiary). If a Director shall cease to meet such qualifications during his term, such Director shall cease to be a Director and his or her place on the Board shall be deemed vacant. Notwithstanding the above, until such time as the Developer has sold each and every Unit owned by the Developer, any person designated by the Developer as a qualified candidate for a Director position shall be deemed to be so qualified without regard to their ownership or non-ownership of a Unit.

Section 3. Vacancies. Any vacancy occurring in the Board shall be filled by vote or appointment by the Unit owner represented by the vacant post. Any Director so elected to fill a vacancy shall hold office for a term equal to the unexpired term of the Director succeeded.

Section 4. Regular Meetings. Except as otherwise provided herein, regular meetings of the Board of Directors may be held without notice at such time and place as the Board of Directors shall determine from time to time, but no less frequently than once a year.

Section 5. Special Meetings. Special meetings of the Board of Directors may be called by the President or by any one (1) Director.

Section 6. Notice of Meetings. Except as otherwise provided herein, regular meetings of the Board of Directors may be held without notice of the date, time, place, or purpose of the meeting. Except as otherwise provided herein, special meetings of the Board of Directors must be preceded by at least two (2) days' notice to each Director of the date, time and place, but not the purpose, of such special meeting. Notice of any adjourned meeting need not be given if the time and place to which the meeting is adjourned are fixed at the meeting at which the adjournment is taken, and if the period of adjournment does not exceed one (1) month in any one (1) adjournment.

Section 7. Waiver of Notice. If a Director attends or participates in a meeting, he or she waives any required notice to him or her of the meeting unless the Director at the beginning of the meeting (or

promptly upon arrival) objects to holding the meeting or transacting business at the meeting and does not thereafter vote for or assent to action taken at the meeting.

Section 8. Quorum and Voting. A quorum of the Board of Directors consists of all (and no fewer than two (2)) of the Directors then in office before a meeting begins. If a quorum is present when a vote is taken, the affirmative vote of a majority of the Directors present is the act of the Board of Directors, except as otherwise provided in these Bylaws.

Section 9. Vacancy. If a vacancy occurs on the Board of Directors, including a vacancy resulting from an increase in the number of Directors or a vacancy resulting from a removal of a Director with or without cause, the affected Unit Owner shall fill the vacancy. Any Director elected to fill a vacancy shall hold office for a term equal to the unexpired term of the Director succeeded.

Section 10. Removal of Directors. The Unit owners may, by unanimous agreement, remove any one (1) or more Directors, with or without cause, at any special meeting which is specifically called for that purpose.

Section 11. Action Without Meeting. Action which is required or permitted to be taken at a meeting of the Board of Directors may be taken without such a meeting if all Directors consent to taking such action without a meeting. If all Directors so consent, the affirmative vote of the number of Directors that would be necessary to authorize or take such action at a meeting shall be the act of the Board, except as otherwise provided in these Bylaws. Such consent(s) shall describe the action taken, be in writing, be signed by each Director entitled to vote, indicate each signing Director's vote or abstention on the action, and be delivered to the Secretary of the Association and included in the minutes filed with the Association's records.

Section 12. Indemnification. With respect to claims or liabilities arising out of service as a Director of the Association, the Association shall indemnify and advance expenses to each present and future Director (and his or her estate, heirs, and personal representatives) to the fullest extent allowed by the laws of the State of Tennessee, both as now in effect and as hereafter adopted or amended.

Section 13. Immunity. To the fullest extent allowed by the laws of the State of Tennessee, both as now in effect and as hereafter adopted or amended, each present and future Director (and his or her estate, heirs, and personal representatives) shall be immune from suit arising from the conduct of the affairs of the Association.

Section 14. Compensation. Directors shall receive no compensation for their services as Directors, unless expressly provided for in resolutions duly adopted by the Unit Owners.

Section 15. Powers and Duties. The Board shall have the following powers and duties:

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

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

(c) to 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 of the Unit owners, upon such terms and for such compensation and with such authority as the Board may approve; provided, however, that the first Board, appointed as provided herein, shall ratify and approve the

Management Agreement between the Developer, on behalf of the Association, and a management corporation, to act as Managing Agent for the Property for a term as approved by said first Board, but not to exceed one (1) year, and in accordance with the Declaration; provided further, that the Board shall not have the authority to adopt any form of management of the Property which excludes professional management by an independent agent;

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

(e) to adopt rules and regulations, with written notice thereof to all Unit Owners, governing the administration, management, operation and use of the Property and the Common Elements, and to amend such rules and regulations from time to time;

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

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

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

(i) to determine the fiscal year of the Association and to change said fiscal year from time to time as the Board deems advisable, but only as allowed by law;

(j) to estimate the amount of the annual budget, and to provide the manner of assessing and collecting from the Unit owners their respective shares of such estimated expenses, as hereinafter provided;

(k) unless otherwise provided herein or in the Declaration, to comply with the instructions of a majority of the Unit owners (as said majority is defined in the Declaration), as expressed in a resolution duly adopted at any annual or special meeting of the Unit owners';

(l) to resolve or mediate disputes, conflicts or problems between Unit owners;

(m) when necessary, to interpret the rules and regulations of the Association and the Declaration;

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

Section 16. Non-Delegation. Nothing in this Article or elsewhere in these bylaws shall be considered to grant to the Board, the Association, or to the officers of the Association any powers or duties which, by law, have been delegated to the Unit owners.

ARTICLE III

Officers

Section 1. Designation. At each regular meeting, the Directors present at said meeting shall elect the following officers of the Association by a majority vote, provided a quorum exists:

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

(b) a Secretary-Treasurer, who shall keep the minutes of all meetings of the Board and of the Unit owners, and who shall, in general, perform all the duties incident to the office of Secretary, and who may be a representative of the Managing Agent, and who shall be responsible for financial records and books of account and the manner in which such records and books are kept and reported;

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

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

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

Section 4. Vacancies. Vacancies in any office shall be filled by the Board by a majority vote of the remaining Directors at a special meeting of said Board. Any Director so elected to fill a vacancy shall hold office for a term equal to the unexpired term of the officer succeeded.

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.

Section 6. Removal. The Board of Directors may remove any officer at any time with or without cause.

Section 7. Indemnification. With respect to claims or liabilities arising out of service as an officer of the Association, the Association shall indemnify and advance expenses to each present and future officer (and his or her estate, heirs and personal representatives) to the fullest extent allowed by the laws of the State of Tennessee, both as now in effect and as hereafter adopted or amended.

ARTICLE IV

Assessments

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

the assessments and other cash income collected from the Unit owners during the preceding year shall be more or less than the expenditures for such preceding year, the surplus or deficit, as the case may be, shall also be taken into account. The annual budget shall also take into account any estimated net available cash income for the year from the lease, operation or use of the Common Elements. The annual budget shall provide for a reserve for contingencies for the year and a reserve for replacements, in reasonable amounts as determined by the Board.

Section 2. Assessments. The estimated annual budget for each fiscal year shall be approved by the Board, and copies thereof shall be furnished by the Board to each Unit owner, not later than thirty (30) days prior to the beginning of such year. On or before the first day of the first quarter and of each succeeding quarter of the year covered by the annual budget, each Unit owner shall pay, as such owner's respective quarterly assessment for the common expenses, one-fourth (1/4) of such owner's proportionate share of the common expenses for such year as shown by the annual budget. Such proportionate share for each Unit owner shall be in accordance with the proportion the Unit (as on Unit) owned by such Unit owner bears to the total number of Units subject to this Declaration. In the event that the Board shall not approve an estimated annual budget or shall fail to determine new monthly assessments for any year, or shall be delayed in doing so, each Unit owner shall continue to pay each month the amount of such owner's respective monthly assessment as last determined. Each Unit owner shall pay such Owner's monthly assessment on or before the first day of each month to the Managing Agent or as may be otherwise directed by the Board. No Unit owner shall be relieved of the obligation to pay such owner's assessment by abandoning or not using such owner's Unit, the Common Elements, or the Private Elements. Nothing herein shall prohibit the Association from requiring said assessments to be collected in advance on a monthly, semi-annually or annual basis.

Notwithstanding anything herein to the contrary, each initial purchaser of a Unit from the Developer shall pay to the Association at closing of the purchase of the Unit a nonrefundable amount equal to one quarter's assessment for working capital of the Association.

The Board of Directors of the Association shall fix the commencement date for monthly or annual assessments on the first day of the month following the conveyance of the first Unit from Developer (or a builder) to an owner (other than a builder) and shall provide for a partial assessment between the commencement date and the end of the calendar year next following. Thereafter, monthly or annual assessments shall be levied by the Board of Directors of the Association, by action taken on or before December 1 of each year for the ensuing year. The Board, in its discretion, may provide for the periodic payment of such assessments at some intervals other than monthly. Special assessments may be levied in any year for the purpose of defraying, in whole or part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Elements, if any, including fixtures and personal property related thereto; provided that the same are first approved by affirmative vote of Members entitled to cast at least two-thirds (2/3) of the votes at a meeting of the Members duly held for that purpose. Written notice of the monthly, annual or special assessment shall be mailed (by U.S. first class mail) to every owner subject thereto. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified Unit have been paid and the amount of any delinquencies. The Association shall not be required to obtain a request for such certificate signed by the Owner, but may deliver such certificate to any party who in the Association's judgment has a legitimate reason for requesting the same.

The Assessments provided for herein shall be allocated according to Units. Until otherwise established by the Board of Directors of the Association as set forth herein, the maximum annual assessment per Unit shall be Zero and No/100 Dollars ($0.00). The Association at its option may allow the payment of the annual assessment on a monthly or quarterly basis. From and after one year from the date hereof, the maximum annual assessment may be increased by the Board of Directors each year by an amount up to, but not in excess of the percent (10%) of the maximum annual assessment for the previous year without a vote of the membership.

All Units within a grouping of contiguous Units (each grouping a "Pod"), if any, shall commence to bear their assessments on the first day of the month following the conveyance of the first Unit within a Pod from Developer or a home builder to an Owner (other than a builder), and then the assessments shall only apply to the Units in such Pod. Notwithstanding anything in this Declaration to the contrary, the obligation of the Developer and any builder holding Unit(s) for the purposes of developing or constructing residence(s) thereon to pay assessments shall be subject to the provisions of the following paragraph.

Notwithstanding any provision to the contrary in these Bylaws or the Declaration to which they are attached, and except for the contribution required in this paragraph, the Developer and any Successor Developer shall be exempt from the payment of assessments for any Units owned by the Developer, and any Successor Developer until such time as the weighted voting rights provided by the Declaration no longer provide an automatic majority to the Developer or any Successor Developer. During the time that the Developer and any Successor Developer is exempt from the payment of assessments, the Developer, and any Successor Developer shall fund and pay any shortfall between the annual budget for the Association and the actual costs of operation and maintaining the Common Elements and administering the Association. In order to secure payment of any such shortfall, there shall arise a continuing lien and charge in favor of the Association against all of the Property owned by the Developer within the Property, the amount of which shall include interest at the maximum effective rate allowed by the law, costs, and reasonable attorney's fees to the extent permissible by law. Said obligation to fund shortfalls, together with such interest, costs, and reasonable attorney's fees, shall also be the personal obligation of the Developer or Successor Developer at the time the shortfall occurred. The lien shall survive any transfer of title and the property shall remain subject to levy and execution. The Developer's, and any Successor Developer's, obligation to fund any such shortfall shall terminate at such time as the Developer's, and any Successor Developer's, weighed voting rights no longer provide an automatic majority to the Developer or any Successor Developer.

Section 3. Partial Year Or Month. For the first fiscal year and thereafter until the first Board is elected, the annual budget shall be approved by the interim Board. If such first fiscal year, or any succeeding fiscal year, shall be less than a full year, then the monthly assessments for each Unit owner shall be proportionate to the number of months and days in such period covered by such budget. Each Unit owner shall pay such owner's assessment for the following month or fraction of a month, which assessment shall be in proportion to the owner's respective ownership interest in the Association and the number of months and days remaining of the period covered by the current annual budget, and which assessment shall be computed by the Board.

Section 4. Annual Report. Within ninety (90) days after the end of each fiscal year covered by an annual budget, or as soon thereafter as shall be practicable, the Board shall cause to be furnished to each Unit owner, and to any other party required by the Declaration, a statement for such year so ended, showing the receipts and expenditures and such other information as the Board may deem desirable.

Section 5. Supplemental Budget. In the event that during the course of any year, it shall appear to the Board that the monthly assessments, determined in accordance with the estimated common expenses and limited common expenses for the remainder of such year will be inadequate, then the Board shall prepare and approve a supplemental budget covering the estimated deficiency for the remainder of such year, copies of which supplemental budget shall be furnished to each Unit owner, and thereupon a supplemental assessment shall be made to each Unit owner for such owner's proportionate share of such supplemental budget.

Section 6. Lien. It shall be the duty of every Unit owner to pay such owner's proportionate share of the common expenses and limited common expenses, as provided in the Declaration, and as assessed in the manner herein provided.

If any Unit owner shall fail or refuse to make any such payment of the common expenses or limited common expenses when due, the amount thereof, together with interest thereon at the rate of ten percent (10%) per annum after said common expenses become due and payable, and also together with a one time (per payment or per month) late fee in a minimum amount of $15.00 or such higher amount as the Association may determine, said late fee being assessed upon any payment received more than ten (10) days after its due date, shall constitute a lien, as provided in the Act, enforceable by the Board, on the interest of such Unit owner in the Property, provided, however, that such lien shall be subordinate to the lien of a recoded deed of trust on the interest of such Unit owner, except for the amount of the proportionate share of common expenses and limited common expenses which are due and payable from and after the date on which such deed or trust beneficiary either takes possession of the Unit, accepts a conveyance of any interest therein (other than as security), or files suit to foreclose on its deed of trust. The provisions of this paragraph of this Section shall not be amended, changed, modified or rescinded in any way without the prior written consent of all such lien holders of record.

The Association or its successors and assigns, and the Board or its agents, shall have the right to enforce the lien as provided in this Declaration, and there shall be added to the amount die the costs of any suit maintained to enforce the lien and other fees and expense, together with legal interest and reasonable attorneys' fees. Furthermore, if any Unit owner shall fail or refuse to pay when due such owner's proportionate share of the common expenses or limited common expenses and such Unit owner withholds possession of such owner's Unit after demand by the Board or the Association in writing setting forth the amount claimed, the Board or the Association shall have the right to possession of such Unit. The Board or the Association 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 Bylaws, or as are otherwise available at law or in equity, for the collection of all unpaid assessments.

Section 7. Records and Statement of Account. The Board shall cause to be kept detailed and accurate records in a book in chronological order of the receipts and expenditures affecting the Property, specifying and itemizing the expenses incurred. Payment vouchers may be approved in such manner as the Board may determine. Said book and the vouchers shall be available for examination by all Unit owners at convenient hours of working days which shall be set and announced for general knowledge.

The Board shall, upon receipt of ten (10) days' written notice to it or the Association and upon payment of a reasonable fee, furnish to any Unit owner a statement of account setting forth the amount of any unpaid assessments or other charges due and owing from such Unit owner.

Section 8. Discharge of Liens. The Board may cause the Association to discharge any mechanic's lien or other encumbrance which in the opinion of the Board may constitute a lien against the Property or the Common Elements, rather than a lien against only a particular Unit ownership. When fewer 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 attorneys' fees, incurred by reason of such lien.

Section 9. Holding of Funds. All funds collected hereunder shall be held and expended for the purposes designated herein, and (except for such special assessments as may be levied hereunder against less than all the Unit owners and for such adjustments as may be required to reflect delinquent or prepaid assessments) shall be deemed to be held for the benefit, use and account of all the unit owners.

Section 10. Association Records. The Association shall keep as permanent records minutes of all meetings of its Unit owners and Board of Directors, a record of all actions taken by the Unit owners or Board of Directors without a meeting and all appropriate accounting records.

Section 11. Records at Principal Office. The Association shall keep at all times a copy of the following records at its principal office:

(a) Its Charter or Restated Charter and all amendments thereto;

(b) These Bylaws and all amendments thereto;

(c) Resolutions adopted by the Board of Directors relating to the characteristics, qualification, rights, limitations and obligations of Unit owners or any class or category of Unit owners;

(d) The minutes of all meetings of Unit owners and the records of all actions taken by Unit owners without a meeting for the past three (3) years;

(e) All written communications to Unit owners generally within the past three (3) years, including the past three (3) years' annual financial statements;

(f) A list of the names and business or home addresses of its current Directors and officers;

(g) The most recent annual report delivered to the Tennessee Secretary or State; and

(h) Its Declaration and all amendments thereto.

Section 12. Annual Financial Statements. The Association shall prepare annual financial statements that include a balance sheet as of the end of the fiscal year, and income statement for that year, and such other information necessary to comply with the requirements of the applicable provisions of the Tennessee Nonprofit Corporation Act.

ARTICLE V

Contractual Powers

No contract or other transaction between the Association and one or more of its Directors or between the Association and any corporation, firm or association in which one or more of the Directors of the Association are directors, or are financially interested, is void or voidable because such Director or Directors are present at the meeting of the Board or a committee thereof which authorizes or approves the contract or transaction or because his or their votes are counted, if the circumstances specified in either of the following subparagraphs exists:

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

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

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

ARTICLE VI

Amendments

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

ARTICLE VII

Deed of Trusts

Section 1. Notice of Board. A Unit Owner who mortgages his Unit shall notify the Board of the name and address of the deed of trust beneficiary and shall file a copy of the deed of trust with the Board. The Board shall maintain such information in a book entitled "Deeds of Trust on Units."

Section 2. Notice of Unpaid Common Charges. The Board, whenever so requested in writing by a deed of trust beneficiary of a Unit, shall promptly report any then unpaid assessments, fees or common charges due from, or any default by, the Owner of the mortgaged Unit.

Section 3. Notice of Default. The Board, when giving notice to a Unit Owner of a default in paying common charges or other default, shall send a copy of such notice to each deed of trust beneficiary of record covering such Unit whose name and address has theretofore been furnished to the Board and which has requested in writing to be sent a copy of such notice(s).

Section 4. Examination of Books. Each Unit Owner, and others as specified in the Declaration, shall be permitted to examine the books and records of the Association, current copies of the Declaration and Bylaws, and rules and regulations of the Association during normal business hours and upon request.

Section 5. Interest of Valid First Lien Deed of Trust. The interest of a valid first lien deed of trust shall be superior to the interest of the Board in the event of a default, and nothing in this instrument shall be construed to the contrary. If the first lien deed of trust has incorporated the terms of these Bylaws, the Declaration and the contract in its deed of trust, then said first lien deed of trust may at its option declare a default in its deed of trust by reason of any default hereunder, and ma proceed to enforce its rights according to the terms of the deed of trust notwithstanding any enforcement instituted by the Board.

ARTICLE VIII

Definition of Terms

The terms used in these Bylaws, to the extent they are defined herein, shall have the same definitions as set forth in the Declaration, as such may be amended from time to time, which Declaration is recorded in the office of the Register for Deeds of Davidson County, Tennessee.

The term "member," as used in these Bylaws, generally means "Unit owner" as defined in the Declaration. "Deed of trust," as used herein, includes a mortgage; and "deed or trust beneficiary" includes a mortgage and a holder of a deed of trust.

ARTICLE IX

Miscellaneous Provisions

Section 1. No Seal. The Association shall have no seal.

Section 2. Notices. Whenever notice is required to be given to Unit owners, Directors or officers, unless otherwise provided by law, the Declaration, the Charter or these Bylaws, such notice may be given in person or by telephone, telegraph, mail or private carrier. If such notice is given by mail, it shall be sent postage prepaid by first class United States mail or by registered or certified United States mail, return receipt requested, and addressed to the respective address which appears for each such person on the books of the Association. Written notice sent by mail to Unit owners shall be deemed to have been given when it is mailed. Any other written notice shall be deemed to have been given at the earliest of the following:

(a) When received;

(b) Five (5) days after its deposit in the United States mail if sent first class, postage prepaid; or

(c) On the date on the return receipt, if sent by registered or certified United States mail, return receipt requested, and the receipt is signed by or on behalf of the addressee.

Section 3. Waiver of Notice. Whenever any notice is required to be given under the provisions of any statute, or of the Declaration, the Charter or these Bylaws, a waiver thereof in writing signed by the person entitled to such notice, whether before or after the date stated thereon, and delivered to the Secretary of the Association and included in the minutes or corporate records, shall be deemed equivalent thereto.

Section 4. Negotiable Instruments. All checks, drafts, notes or other obligations of the Association shall be signed by such of the officers of the Association, or by such other person(s), as may be authorized by the Board of Directors.

Section 5. Deposits. The monies of the Association may be deposited in the name of the Association in such bank(s) or financial institution(s) as the Board of Directors of the Association, the Association shall indemnify and advance expenses to each such present and future committee member (and his or her state, heirs and personal representatives) to the fullest extent allowed by the laws of the State of Tennessee, both as now in effect and as hereafter adopted or amended.

Section 6. Committee Members. With respect to claims or liabilities arising out of service as a member of a committee duly appointed by the Board of Directors of the Association, the Association shall indemnify and advance expenses to each such present and future committee member (and his or her estate, heirs and personal representatives) to the fullest extent allowed by the laws of the State of Tennessee, both as now in effect and as hereafter adopted or amended.

Section 7. Developer. With respect to claims or liabilities arising out of service as an agent of the Association, the Association shall indemnify and advance expenses to the Developer (its officers, employees and successors) to the fullest extent allowed by the laws of the State of Tennessee, both as now in effect or as hereafter adopted or amended.

ARTICLE X

Conflicts

These Bylaws 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 Bylaws to control in specific situations where such law allows. In case any of the Bylaws conflict with the provisions of said statute or of this Declaration, the provisions of said statue or of the Declaration, as the case may be, shall control.

The undersigned hereby certifies that the foregoing Bylaws were duly adopted as the Bylaws of 904 & 906 Spain Avenue Homeowners Association.

DATED this the 24th day of June, 2015:

Stone Peak, LLC, a Tennessee limited liability company

By: Randy Frase

Name: Randy Frase

Title: Managing Member

STATE OF Tennessee)
)
COUNTY OF Sumner)

Before me, the undersigned, a Notary Public in and for the State and County aforesaid, personally appeared **Randy Frase**, 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 **Managing Member** of **Stone Peak, LLC**, the within named bargainor, and further acknowledged that such person executed the foregoing instrument in behalf of Stone Peak, LLC for the purposes therein contained.

Witness my hand and official seal on this the 24th day of June, 2015.

Melissa D. Rogers

NOTARY PUBLIC

MELISSA D. ROGERS
STATE OF TENNESSEE NOTARY PUBLIC
SUMNER COUNTY

My Commission Expires: 4/19/17

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, W. Aaron Fortner, 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 COVENANTS, CONDITIONS, AND RESTRICTIONS FOR 904 & 906 SPAIN AVENUE, A HORIZONTAL PROPERTY REGIME WITH PRIVATE ELEMENTS ("The Declaration"), filed simultaneously herewith; and

2. Plat for the Property, attached as Exhibit B to The Declaration; and

3. Charter for 904 & 906 Spain Avenue Homeowners Association, to be filed.

4. Bylaws for the 904 & 906 Spain Avenue Homeowners Association, attached as Exhibit C to the Declaration, and to be revised as needed; and

Witness my hand this 23 day of June, 2015:

W. Aaron Fortner, Attorney at Law

STATE OF Tennessee)
)
COUNTY OF Williamson)

Personally appeared before me, the undersigned, a Notary Public in and for said county and state, the within named W. Aaron Fortner, 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 23 day of June, 2015:

NOTARY PUBLIC

My Commission Expires: 7-16-18

AMY FREDRICKSON
STATE OF TENNESSEE NOTARY PUBLIC
COUNTY OF WILLIAMSON