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DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

FOR
PHILLIPS STREET HOMES
A Horizontal Property Regime with Private Elements

THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS is hereby made this 26th day of Ocotber, 2015 by Booker, Robertson & Slaughter LLC (the "Declarant").

WITNESSETH:

WHEREAS, the Declarant is the legal title holder of certain improved real estate located in Williamson County, Tennessee, and described on the attached Exhibit A, which is incorporated herein by this reference; and hereinafter referred to as "Property".

WHEREAS, the Declarant desires to submit the Property together with all buildings, structures, improvements, and other permanent fixtures of whatever kind thereon and all rights and privileges belonging or in any way pertaining thereto to the provision of the Horizontal Property Act of the State of Tennessee as the same may be amended from time to time for the express purpose of establishing thereon a horizontal property regime with private elements to be known as Phillips Street Homes.

WHEREAS, the Declarant further desires to establish restrictions, covenants and conditions for its own benefit and for the mutual benefit of all future owners and occupants of the Property or any part thereof, and intends that all future owners and, occupants, deed of trust beneficiaries, and any other persons hereinafter acquiring any interest in the lots of the Property, shall hold such interest subject to certain rights, easements and privileges in, over and upon the Property and certain mutually beneficial restrictions and obligations with respect to the proper use, conduct and maintenance thereof, as hereinafter set forth, all of which are declared to be in furtherance of a plan to promote and protect the cooperative aspects of residence on the Property, and are established for the purpose of enhancing the value, desirability and attractiveness of the Property;

WHEREAS, Declarant desires to create an Association to manage the Property and that the Property and homes are to be held, sold and conveyed subject to the provisions of this Declarant.

I, Paige Esch do hereby make oath that I am a licensed attorney and/or the custodian of the electronic version of the attached tendered for registration herewith and that this is a true and correct copy of the original document executed and authenticated according to law.

Paige Esch

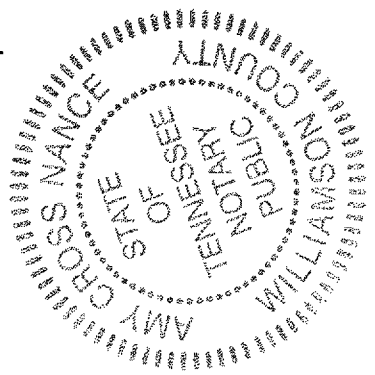
Signature

State of Tennessee
County of Williamson

Personally appeared before me a notary for this county and state, Paige Esch who acknowledges that this certification of an electronic document is true and correct and whose signature I have witnessed.

Notary Signature

MY COMMISSION EXPIRES: 2/25/19



NOW, THEREFORE, the Declarant declares that all of the Property described in Exhibit A; shall be held, sold and conveyed subject to the following easements, restrictions, covenants and conditions. Such easements, restrictions. Covenants and conditions are for the purpose of protecting the value and desirability of the Property and shall run with the real property submitted to this Declaration. They shall be binding on all parties having any right, title, or interest in the described Property or any part thereof, their heirs, successors, successors-in0-title and assigns and shall inure to the benefit of each owner thereof.

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

(a) "Act" means the Horizontal Property Act of the State of Tennessee, Tennessee Code Annotated Sections 66-27-1201 et seq as the same by be amended from time to time.

(b) "Association" means Phillips Street Homes Association, Inc., a Tennessee nonprofit corporation.

(c) "Board" means the Board of Directors of Phillips Street Homes Association, Inc. , a Tennessee nonprofit corporation.

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

(e) " Common Elements" shall mean all of the Property except the Lots and Private Element or Limited Common Element.

(f) "Common Expenses" shall mean and include the actual and estimated expenses of operating the Association and maintaining the Common Area, including any reasonable reserves, all as may be found to be necessary and appropriate by the Board pursuant to this Declaration and the ByLaws of the Association.

(g) "Deed of trust" shall include a mortgage, and "deed of trust beneficiary" shall include a mortgagee and a holder of a deed of trust.

(h) "Home" shall mean an independently owned structure on a separate lot and is located on one of the lots designated in Exhibit B. The term "Lot" shall include those Lots designated on the Plat attached as Exhibit B.

(i) " Limited Common Area" shall mean those portions of the Common Elements designated herein for the exclusive use of the one (1) unit to which it is assigned.

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

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

(l) "Owner" shall mean and refer to one or more Persons or entities including Declarant, who holds or hold the record title to any Lot, but excluding in all cases any party holding an interest merely as security for the performance of an obligation. For the purpose of this Declaration, the owner of a Lot which is under lease shall be as follows: for the purpose of membership including matters related to and including matters related to voting and assessments, the record owner or owners of the Lot; for the purpose of use and enjoyment of common facilities and amenities which are part of the Common Area, the tenant or tenants residing in the Home. The Board of Directors may promulgate reasonable regulations conditioning such use upon registration of the names of tenants with the Association.

(m) " Private Elements" shall mean and include the Lot area which the unit is located. Exclusive ownership in fee simple and use of the Private Elements for each Unit is reserved to such Unit. The area o the Private Elements for each Unit is shown on the Plat. Lots as referred on the Plat shall be deemed to refer to the Private Elements.

(n) "Property" means the Property or tract of real estate, described on Exhibit A attached to this Declaration.

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

(p) "Plat" means the plat of the Property showing the number of each Lot. said Plat for Phillips Street Homes being attached as Exhibit B.

(q) "Record" or ``recording" refers to the record or the recording of a deed, amendment, plat or other applicable instrument in the Register's Office for Davidson County, Tennessee.

2. Property Rights

(a) Common Area. Every Owner shall have a right and easement of enjoyment and use of the Common Area that is appurtenant to the title to such Owner's Lot, subject to any restrictions or limitations contained in this Declaration or in any Deed conveying the Common Area to the Association. Any Owner may delegate his or her right of enjoyment to the members of his or her

family and social invitees subject to the reasonable regulation by the Board and in accordance with procedures that the Board may adopt from time to time.

3. Membership and Voting Rights.

Membership in the Association. Every Person who is the record owner of a joint or undivided fee interest in any Lot shall be deemed to be a member of the Association (each such person or entity, a "Member") a Membership shall be appurtenant to and may not be separated from such fee interest ownership, and any transfer of a Lot shall operate automatically to transfer the new record owner thereof the membership in the Association appurtenant thereto. The foregoing is not intended to include persons who hold an interest merely as security for the performance of an obligation and the giving of a security interest shall not terminate the Member's membership.

4. Association

(a) Association of Lot Owners and Administration and Operation of the Property. There has been or will be formed an Association having the name Phillips Street Homes Association, Inc. , a Tennessee nonprofit corporation, which Association shall be the governing body for all of the Lot Owners and shall be operated to provide for the maintenance, repair, replacement, administration, operation and care of the Property and Attached Common Elements this Declaration and Bylaws. The Bylaws for the Association shall be the Bylaws attached to this Declaration as Exhibit C and made a part hereof. The Board of Directors of the Association shall be elected and shall serve in accordance with the provisions of the Bylaws. The fiscal year of the Association shall be determined by the Board within the confines of applicable law, and may be changed from time to time as allowed by law as the Board deems advisable. The Association shall not be deemed to be conducting a business of any kind. All activities undertaken by the Association shall be for the use and benefit of Lot Owners in accordance with the provisions of the Declaration and Bylaws. The Association, through its Board, shall represent the Lot Owners in any proceedings, negotiations, settlements and agreements affecting all or part of the Common Area and Attached Common Elements. Each Lot Owner shall be a member of the Association so long as such Owner is a Lot Owner. A Lot Owner's membership shall automatically terminate when such Owner ceases to be a Lot Owner. Upon the conveyance or transfer of a Lot Owner's ownership interest to a new Lot Owner, the new Lot Owner shall simultaneously succeed to the former Lot Owner's membership in the Association. The aggregate number of votes for all members of the Association shall be divided among the respective Lot Owners with one (1) vote granted to each Lot.

(b) Management of Property. The Board shall have the authority to engage the services of an agent (herein sometimes referred to as the ``Managing Agent'') to maintain, repair, replace, administer and operate the Property, or any part thereof, to the extent deemed advisable by the Board, subject to the provisions of Subsection (c) just below. The Board shall require that such Managing Agent have fidelity bond coverage on its employees handling Association funds. The cost of such services shall be a common expense, as defined in Section 10 below. Any vote of the Board to adopt any form of management of the Property without the services of a professional property management company shall be subject to the prior approval of a majority of all first lien deed of trust beneficiaries of Lots.

(d) Use by Declarant. During the period of sale by the Declarant of any Lots, the Declarant, and the Declarant's agents, employees, contractors and subcontractors, and their respective agents and employees, shall be entitled to access, ingress to and egress from the Common Area and Property as may be required for purposes of sale of the Lots and construction on Lots. While the Declarant owns any of the Lots and until each Lot sold by or it is occupied by the purchasers, the Declarant and its employees may use and show one or more of such unsold or unoccupied Lots as a model Lot or Lots, or as a sales office, and may maintain customary signs in connection therewith.

(e) Non-Liability of the Directors, Board, Officers and Declarant. Neither the directors, Board, officers of the Association, nor the Declarant shall be personally liable to the Lot Owners for any mistake of judgment or for any other acts or omissions of any nature whatsoever as such directors, Board, officers, or Declarant, except for any acts or omissions found by a court to constitute gross negligence or fraud. The Lot Owners shall indemnify and hold harmless each of the directors, Board, officers, and Declarant, and their respective heirs, personal and legal representatives, successors and assigns, or any of them, in accordance with, and as provided in, the Bylaws and Charter of the Association.

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

5. Maintenance. Association's Responsibility. The Association shall be responsible for the following maintenance obligations:

(a) The Lot Owners shall be responsible for all of the maintenance of Limited Common Area and Private Elements. The Association shall be responsible for any maintenance of Common Area.

6. Insurance and Casualty Losses

(a) Insurance. The Board of Directors for the Association or its duly authorized agent shall have the authority to and shall obtain insurance for all insurance improvements on the Common Areas, against loss or damage by fire or other hazards, including extended coverage, vandalism and malicious mischief. This insurance shall be in an amount sufficient to cover the full replacement costs of any repair or reconstruction in the event of damage or destruction from any such hazard.

(b) The Board shall also obtain a public liability policy covering the Common Area, Association and its Members for all damage or injury caused by the negligence of the Association or any of its Members or agents.

(c) The Board shall maintain fire and casualty insurance on the improvements on the Attached Common Elements. Each Owner of a Home shall maintain his or her own liability insurance and shall maintain fire and casualty insurance on the interior improvements, equipment, personal property to his or her Home that are not to be insured by the Association in each case with the Association named as an additional insured.

(d) Premiums for all insurance to be maintained by the Association shall be Common Expenses of the Association

(e) All insurance policies shall be for the benefit of Association, Homes and Lot Owners and the holders of any security interest.

7 Assessments

(a) Common Expenses. Each Lot Owner shall pay his or her proportionate share of the expenses of the administration and operation of the Common Elements and of any other expenses incurred in conformance with the Declaration and Bylaws (which expenses are herein sometimes referred to as "common expenses"), including, but not limited to, the maintenance and repair thereof and any and all replacements and additions thereto. Such proportionate share of the common expenses for such Lot Owner shall be in accordance with such Owner's percentage of ownership in the Common Elements. Payment of common expenses, including any prepayment thereof required by any contract for a sale of a Lot, shall be in such amounts and at such times as determined in the manner provided in the Bylaws. No Lot Owner shall be exempt from payment of such Owner's proportionate share of the common expenses by waiver or non-use of enjoyment of the Common Elements or Limited Common Elements, or by abandonment of such Owner's Lot. If any Lot Owner shall fail or refuse to make any such payment of the common expenses when due, the amount thereof, together with interest thereon at the rate of eighteen percent (18%) per annum,

after said common expenses become due and payable, shall constitute a lien on the interest of such Lot Owner in the Property as provided in the Act. Each assessment for common expenses against a Lot shall be the personal obligation of the Owner of the Lot at the time the assessment is due. A successor in title to a Lot shall be personally obligated to pay any unpaid assessments for common expenses that have been levied against a Lot prior to successor in title's ownership. Any lien encumbering a Lot as above described shall not be affected by transfer of a Lot.

(b) The Board shall set forth annual Assessments for expenses collectively referred to as "Annual Assessments." Based on a budget for the first year is attached as Exhibit D. Annual Assessments shall begin upon the issuance of a certificate of occupancy. Members shall be from time to time be required to pay the Association any amounts required to make up any shortfall from the Base Budget and actual Common Expenses including reserve costs.

(c) Special Assessments. In addition to the annual assessments for common expenses authorized above, 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 or as part of the Common Elements, including fixtures and personal property related thereto, provided that any such assessment shall have the assent of fifty percent (50%) of the votes of Lot Owners.

(d) Assessments shall be paid in such a manner and on such dates as may be fixed by the Board. Unless otherwise provided annual assessments shall be in monthly installments.

(e) Enforcement. In the event any Lot Owner fails to maintain such Owner's Lot, or in the event any Lot Owner fails to pay such Owner's proportionate share of any common expense when such is due, then in any such event the Board may after ten (10) days' notice to the defaulting Lot Owner, have the Association perform such 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 Lot of the defaulting Lot 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 attorneys' fees and costs incurred in such suit and enforcement of its rights.

(c) Deed of Trust Protection. The lien for common expenses payable by a Lot Owner shall be subordinate to the lien of a recorded deed of trust on the interest of such Lot Owner, except for the amount of the proportionate share of common expenses that become due and payable from and after the date on which the beneficiary there under takes possession of the Lot encumbered thereby, accepts a conveyance of any interest therein (other than as security) or forecloses on its deed of trust, and except for pro rata assessments resulting from a pro rata reallocation to all Lots of common expenses and/or assessments. Any deed of trust beneficiary that takes possession of a Lot in any manner

described just above shall be exempt from any right of first refusal. This Subsection (c) shall not be amended, changed, modified or rescinded without the prior written consent of all deed of trust beneficiaries of record.

8. Deeds of Trust. Each Lot Owner shall have the right, subject to the provisions herein, to make separate deeds of trust for such Owner's respective Lot together with such Owner's respective ownership interest in the Common Elements. No Lot Owner shall have the right or authority to make or create, or cause to be made or created, from the date hereof, any deed of trust or other lien on or affecting the Property or any part thereof, except only to the extent of such Owner's Lot.

9. Restrictions

(a) Use Restrictions: Except as otherwise provided in this Declaration each Home shall be used as a residence and for no other purposes, and there shall not be constructed or maintained upon any Lot more than one single family residence. Except as provided in this Declaration the Common Area shall be used for recreational, social and other purposes directly related to the single family use of the Lots authorized hereunder.

(b) Each Owner shall keep its Lots free from rubbish, litter, and noxious weeds and maintain grass and landscaping on the rear of the lot. Each home shall be subject to an easement for access in favor of Association and its agents, adjoining Owners to make necessary repairs

(c) No Owner shall remove, add, remove or alter or injure any shrub, tree, grass or other landscaping placed upon his or her Lot in the front or side yard nor in placed in any Common Areas without first obtaining the written consent of the Board of Directors.

(d) No sign or billboard of any kind shall be displayed to the public view on any Lot or Home or any portion of the Common Area except 1) one sign per lot for the sale of that Lot not to exceed a surface area of the sign of six (6) square feet and 2) any signs installed by the Declarant or Board of Directors for informational, directional or identifying purposes or as required by the City of Franklin.

(e) Parking Spaces. Parking spaces within the Property shall be part of the Common Area as provided herein, and may be allocated with exclusive use thereof assigned by the Declarant, or the Board, to the respective Lot Owners, and shall be used by such Lot Owners in such manner and subject to such rules and regulations as the Board may prescribe. Parking shall only be in designated parking spaces and no one Owner shall use more than the number of spaces divided by the total Lots and the number of parking spaces. No parking shall be in any landscaped areas or in driveways. No truck, trailer, camper, boat, van, disabled car shall be permitted to remain upon or within the Common Area at any time. Delivery trucks and moving vans shall be allowed to be parked while being unloaded.

(f) Fences. All fences shall be uniform. No Owner shall construct or alter any fence on Lot without approval of the Board of Directors. Fences constructed by the Declarant shall be maintained by the Association.

(g) Quiet Enjoyment. No noxious, offensive or illegal activity shall be carried on in or upon any Lot or any part of the Property, nor shall anything be done thereon that may be or become an annoyance or nuisance to the neighborhood that shall interfere in any way with each Owner's quiet enjoyment of its respective Lot or that shall increate the rate of insurance in any way.

(h) Animals. No animals, reptiles, rodents, livestock, birds, fish or poultry of any kind shall be raised, bred or kept in or on any Lot, except that a maximum of household pets such as dogs, cats or other approved household pets may be kept in a home provided such pets are not kept, bred or maintained for any commercial purposes. Household pets shall be generally maintained inside the house and may be allowed for short periods of time in a fenced rear yard. At any time that pet in outside of the fenced area, it shall be controlled by the Owner and on a leash. Said Owner shall be responsible for any and all damage to person or property caused by any pets brought or kept on the Lot and brought on to the Common Area by the Owner, his or her family, invitees, guests, employees or agents. Each Owner shall be responsible for cleaning up after its pet. Notwithstanding the foregoing, no animal may be kept in the Home or Lot if such keeping results in an annoyance or is obnoxious to residents in the vicinity. The Board shall determine conclusively in its sole and absolute discretion, whether for the pet is a nuisance and therefore to be removed from the Property.

(i) Alterations, Additions or Improvements. Alteration of any exteriors or any other Limited Common Elements, or any additions or improvements thereto, may be made by any Lot Owner without the prior written approval of the Board.

(j) Exterior Radio and Television Equipment. No towers, antennae, aerials, dishes or other facilities for the reception or transmission of radio or television broadcasts or other means of communication shall be erected and maintain or permitted to be erected on any portion of the Property.

(k) Garbage. All garbage, rubbish, trash shall be removed from the Lots by the Owner regularly and shall not be allowed to accumulate thereon.

(l) Each Owner shall comply promptly with all laws, statutes, ordinances, rules and regulations of federal, state or municipal governments or authorities applicable to use, occupancy, construction and maintenance of any improvements upon Lots.

(m) Rules and Regulations. The Association through its Board of Directors or otherwise, may make and enforce reasonable rules and regulations governing the use of the Property which rules and regulations shall be consistent with the rights and duties established by this Declaration. Sanctions may include reasonable monetary fines, suspension of the right to vote and suspension of the right to use the Common Area. The Board shall have in addition the power to seek relief in any court for violations or to abate nuisances. In addition the Association through its Board or otherwise, may by contract or other agreement, enforce City and county ordinances or permit the City of Franklin and Williamson County to enforce ordinances on the Property for the benefit of the Association and its Members.

10. Encroachments and Easements. If any portions of the Common Elements shall actually encroach upon any Lot, or if any Lot shall actually encroach upon any portions of the Common Elements, or if any Lot shall actually encroach upon another Lot, as the Common Area and Lots are shown by the Plat, and any easements public or private as shown on the Plat there shall be deemed to be mutual easements in favor of the respective Lot Owners involved, to the extent of such encroachments, so long as the same shall exist. The Association shall have the right to grant permits, licenses and easements over the easements and Common Area for utilities, roads and other purposes reasonably necessary or useful for the proper maintenance or operation of the Association.

11. Remedies. In the event of any violation of the provisions Declaration, Bylaws or rules and regulations of the Board or Association by any Lot Owner (either by his own conduct or by the conduct of any other Occupant of such Owner's Lot), the Association, or its successors or assigns, or the Board, or its agent, shall have each and all of the rights and remedies that may be provided for in the Act, Declaration, Bylaws, or said rules and regulations, or that may be available at law or in equity, and may prosecute an action or other proceeding against such defaulting Lot Owner and/or others for enforcement of any lien and the appointment of a receiver for the Lot and ownership interest of such Lot Owner, or for damages or injunction or specific performance, or for judgment for payment of money and collection thereof, or the right to sell the Lot through judicial process as provided hereinbefore, or for any combination of remedies, or for any other relief. All expenses of the Board in connection with any such actions or proceedings, including court costs and attorneys' fees and other fees and expenses and all damages, liquidated or otherwise, together with interest thereon at the rate of eighteen (18%) percent per annum until paid, shall be charged to and assessed against such defaulting Lot Owner, and shall be added to and deemed part of such Owner's respective share of the common expenses, and the Board shall have a lien for all of the same, as well as for nonpayment of his respective share of the common expenses, upon the Lot and ownership interest in the Common Elements of such defaulting Lot Owner and upon all of such Owner's additions and improvements thereto and upon all of such Owner's personal property in such Owner's Lot or located elsewhere on the Property, provided, however, that such lien shall subordinate to the lien of a recorded deed of trust on the interest of such Lot Owner, except for the amount of the proportionate share of said common

expenses which become due and payable from and after the date on which said deed of trust beneficiary either takes possession of the Lot, accepts a conveyance of any interest therein (other than as a security) or forecloses on its deed of trust. In the event of any such default by any Lot Owner, the Board and the Managing Agent, if so authorized by the Board, shall have the authority to correct such default, and to do whatever may be necessary for such purpose, and all expenses in connection therewith shall be charged to and assessed against such defaulting Lot Owner. Any and all such rights and remedies may be exercised at any time and from time to time, cumulatively or otherwise, by the Board. This Section 20 shall not be amended, changed, modified or rescinded without the prior consent of all deed of trust beneficiaries of record of the Lots.

The violation of any restriction or condition or regulation adopted by the Board or the breach of any covenant or provision herein contained, shall give the Board, and its employees or agents under its direction, the right, in addition to any other rights provided for in this Declaration:

(a) to enter (either peaceably or forcibly without liability to such Lot Owner for such entry) upon the Lot, or any portion of the Property upon which, or as to which such violation or breach exists and to summarily abate and remove, at the expense of the defaulting Lot Owner, any structure, thing or condition that may exist thereon contrary to the intent and meaning of the provisions hereof, and the Board, or its employees or agents, shall not thereby be deemed guilty in any manner of trespass; or

(b) to enjoin, abate or remedy by appropriate legal proceedings, either at law or in equity, the continuance of any breach; or

(c) to take possession (either peaceably or forcibly without liability to such Lot Owner for such entry) of such Lot Owner's interest in the Property and to maintain an action for possession of such Lot in the manner provided by law.

If any Lot Owner (either by such Owner's conduct or by the conduct of any other Occupant of his Lot) shall violate the Act, or any of the covenants or restrictions or provisions of this Declaration or the regulations adopted by the Board, and if such default or violation shall continue for sixty (60) days after notice to the Lot Owner in writing from the Board, or shall occur repeatedly during any sixty day (60) period after such written notice or request to cure such violation from the Board, then the Board shall have the power to issue to said defaulting Owner a notice in writing terminating the rights of said defaulting Owner to continue as a Lot Owner and to continue to occupy, use or control such Owner's Lot, and thereupon an action in equity may be filed by the Board against said defaulting Owner for a decree of mandatory injunction against such defaulting Owner or Occupant, or in the alternative, for a decree declaring the termination of said defaulting Owner's right to occupy, use or control the Lot owned by him on account of said violation, and ordering that all the right, title and interest of said defaulting Owner in the Property shall be sold (subject to the lien of any existing deed of trust) at a judicial sale upon such notice and terms as the court shall determine, except

that the court shall enjoin and restrain said defaulting Owner from reacquiring such Owner's interest at such judicial sale. The proceeds of any such judicial sale shall first be paid to discharge court costs, court reporter charges, reasonable attorneys' fees and all other expenses of the proceeding and sale, and all such items shall be taxed against said defaulting Owner in said decree. Any balance of proceeds, after satisfaction of such charges and any unpaid assessments hereunder or any liens, shall be paid to said defaulting Owner. Upon the confirmation of such sale, the purchaser shall thereupon be entitled to a deed to the Lot and the Lot Owner's corresponding percentage of ownership in the Common Elements, and to immediate possession of the Lot sold and may apply to the court for a writ of possession or assistance for the purpose of acquiring such possession, and it shall be a condition of any such sale, and the decree shall so provide that the purchaser shall take the interest in the Lot Ownership sold subject to this Declaration.

In addition to the other remedies provided for herein, in the event of a default by a Lot Owner in the payment of such Lot Owner's respective share of the common expenses which default continues for a period of thirty (30) days, the Board shall have the power and authority to place such Lot Owner's name on a list of delinquent Lot Owners, which list may be posted at a place designated by the Board for notices.

Any aggrieved Lot Owner shall also have all rights of action available in law or equity should another Lot Owner, or the Association, fail to comply with the requirements of the Declaration, Bylaws, or rules and regulations of the Association.

12. 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 Lot Owners owning not less than fifty percent (50%) of the total Lots and acknowledged and approved by a majority of the first lien deed of trust beneficiaries, 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 secretary of the Association certifying to such mailing is made a part of such instrument.

The change, modification or rescission, whether accomplished under the provisions of the preceding paragraph, shall be effective upon recording of such instrument in the Register's Office for Williamson County, Tennessee.

Notwithstanding the above, the Declarant shall have the right to make and record any necessary amendment to this instrument for the express purpose of completion of development or as may be required to obtain FHA/VA, FNMA and/or FHLMC approval for the condominium development.

13. Notices. Notices provided for in the Declaration or Bylaws shall be in writing, and shall be addressed if to a Lot Owner, to the address of such Owner's Lot, and if to the Association or Board, as the case may be at 2819 Garrison Avenue, Evanston, IL 60201 or at such other address as may be hereinafter provided. The Association or Board may designate a different address or addresses for notices to them, respectively, by giving

written notice of such change of address to all Lot Owners. Any Lot Owner may designate a different address for notices to him by giving written notice to the Association. Notices addressed as above shall be deemed delivered when mailed by United States registered or certified mail, or when delivered in person with written acknowledgment of the receipt thereof.

Upon written request to the Board, the holder of any recorded deed of trust, or deed of trust beneficiary, encumbering any Lot shall be given a copy of all notices permitted or required by this Declaration to be given to the Owner or Owners whose Lot is subject to such deed of trust.

14. 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.

15. 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 Governor of Tennessee.

16. Rights and Obligations. Each grantee of the Declarant, by the acceptance of a deed of conveyance, accepts the same subject to all restrictions, conditions, covenants, reservations, liens and charges, and the jurisdiction, rights and powers created or reserved by this Declaration. All future Lot Owners and Occupants shall be subject to and shall comply with the provisions of this Declaration. Any restrictions or rules in the Bylaws that are more than administrative in nature such as, but not limited to, reservations and future rights of the Declarant, are hereby incorporated into and made a part of this Declaration by reference. All rights, benefits and privileges of every character hereby imposed shall be deemed and taken to be covenants running with the land, and shall bind any person having at any time an interest or estate in said land, and shall inure to the benefit of such grantee in like manner as though the provisions of this Declaration were recited and stipulated at length in each and every deed of conveyance or contract for conveyance.

All present and future Lot Owners, tenants and Occupants of a Lot shall be subject to, and shall comply with, the provisions of the Bylaws appended hereto and recorded herewith as they may be amended from time to time. The acceptance of a deed of conveyance, devise or of a lease to a Lot, or the entering into occupancy of any Lot shall constitute an agreement that the provisions of said Bylaws and any rules and regulations promulgated there under, as they may be amended from time to time, are assumed, accepted and ratified by such Lot Owner, tenant or Occupant, and all of such provisions shall be deemed and taken to be covenants running with the land and shall bind any person having at any time any interest or estate in such Lot, as though such

provisions were recited and stipulated at length in each and every deed, conveyance or lease thereof.

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

17. Trustee as Lot Owner. In the event title to any Lot is conveyed to a land title holding trust, under the terms of which all powers of management, operation and control of the Lot remain vested in the Trustee for the benefit of the trust beneficiary or beneficiaries, then the Trustee there under shall be considered Lot Owners for all purposes and they shall be responsible for payment of all obligations, liens, or indebtedness and for the performance of all agreements, covenants and undertakings chargeable or created under this Declaration against such Lot. No claim shall be made against any such title holder trustee personally for payment of any lien or obligation hereunder created and the trustee shall not be obligated to sequester funds or trust property to apply in whole or in part against such lien or obligation. The amount of any such lien or obligation shall continue to be a charge or lien upon the Lot and the beneficiaries of such trust, notwithstanding any transfers of the beneficial interest of any such trust or any transfer of title to such Lot.

19. Provisions Relative to Deed of Trust Beneficiaries' Rights and to Federal Home Loan Mortgage Corporation and Federal National Mortgage Association Regulations. Notwithstanding anything to the contrary contained in this Declaration, or in the Bylaws which are attached hereto, all terms, conditions and regulations which are now existing, or which may be amended from time to time, by the Federal Home Loan Mortgage Corporation (``FHLMC") or Federal National Mortgage Association (``FNMA") pertaining to condominium regimes are hereby incorporated into this Section 29 as terms and conditions of the Declaration and as terms and conditions of the Bylaws and such shall be governing upon the Property, the Declarant, and the Association, so long as such terms or conditions are not inconsistent with the laws of the State of Tennessee as found in the Act, as such may be amended.

Specifically, without limitation upon the foregoing, the following declarations shall be fully effective and controlling over any other terms of the Declaration, outside this Section 29, or Bylaws which are in conflict:

(a) A beneficiary, insurer or guarantor to any first lien deed of trust secured by a Lot at its request is entitled to a financial statement of the Association for the preceding fiscal year.

(b) Any first lien deed of trust beneficiary of a Lot which comes into possession of the Lot pursuant to the remedies provided in the deed of trust, foreclosure under the deed of trust, or deed in lieu of foreclosure shall take the property free of any claims for unpaid assessments, fees or charges against the mortgaged Lot which accrue prior to the time such beneficiary comes into possession of the Lot.

(c) Unless at least two-thirds (2/3) of the first lien deed of trust beneficiaries (based upon one (1) vote for each deed of trust held), and Lot Owners owning at least two-thirds (2/3) of the total Lots have given their prior written approval, the Association shall not be entitled to:

(1) Change the percentage interests of ownership or pro rata obligations of all or any Lot or Lot Owner, except that percentage ownership of the Common Elements may be reduced due to the addition of a phase or phases to the horizontal property regime as provided hereinabove.

(2) Partition or subdivide any Lot or the Common Elements.

(3) By act or omission seek to (i) encumber, sell or transfer the Common Area, except for the granting of easements for public utilities or for other public purposes consistent with the intended use of the Common Area. (ii) to use insurance proceeds for other purposes other than for the Property (whether to individual Lots or Common Elements) for other than the repair, replacement, or reconstruction of such improvements, in case of substantial loss to the Lots and/or Attached Common Elements or Common Area.

(d) Lot Owners, first lien deed of trust beneficiaries, and insurers or guarantors of any first lien deed of trust, shall have the right to examine the books, records, current copies of the Declaration, Bylaws, and rules and regulations of the Association and/or the condominium project during normal business hours and upon request.

(e) An adequate reserve fund for maintenance, repair and replacement of Common Elements which must be replaced on a periodic basis shall be established and funded by regular monthly payments rather than only by special assessments. A working capital fund for the initial months of operation equal to at least two (2) months' assessments for each Lot must be established, collected and transferred to the Association at the time of closing of sale by the Declarant of each Lot and maintained in an account for the use and benefit of the Association.

(f) No Lot Owner or any other party shall have priority over any rights of the first lien deed of trust beneficiaries of Lots and/or Common Elements.

(h) Any agreement for professional management of the condominium project, whether it be by the Declarant, its successors and assigns, or any other person or entity, may be terminated on ninety (90) days' written notice and the terms of any such contract shall so provide and shall not be of a duration in excess of three (3) years.

(i) Upon written request, the Association shall give to any deed of trust beneficiary of a Lot, the FHLMC, FNMA, any lending institution servicing such deeds of trust as are acquired by the FHLMC or FNMA, or any insurer or guarantor of a deed of trust on a Lot, timely notice in writing of any loss to or the taking of the Property project if such loss or taking exceeds one hundred thousand ($100,000.00) Dollars, or of any other condemnation or casualty loss that affects either a material portion of the project or the Lot securing its deed of trust, a lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Association, or any proposed action that requires the consent of a specified percentage of deed of trust beneficiaries.

(j) The interest of a first lien deed of trust beneficiary in a mortgaged Lot shall be superior to the interests of any other person, group, partnership, corporation or entity of any kind, including any interest the Board, the Declarant or any Lot Owner may have in any portion of the premises, regardless of the nature of the interest or the manner in which it is acquired.

(k) Notwithstanding the above, any first lien deed of trust beneficiary shall have all of the rights granted to a first lien deed of trust beneficiary herein, and in addition shall have all of the rights granted to an institutional first lien deed of trust beneficiary under its deed of trust, and under the laws of the State of Tennessee.

(l) A lien first deed of trust beneficiary of a Lot Owner upon written request is entitled to written notification from the Association of any default in the performance by such Lot Owner of any obligation under this Declaration, Bylaws or rules and regulations of the Association, which is not cured within sixty (60) days.

(n) The casualty and liability insurance, hazard and flood insurance, and fidelity bond coverage required to be maintained by the Association shall meet the requirements specified in the FNMA Selling Guide, Part VIII, Chapter 7, "Insurance Requirements."

21. Indemnification. The Association shall indemnify its officers and directors against any and all expenses and liabilities, including attorney fees, reasonably incurred by or imposed upon any officer or director in connection with any action, suit, or other controversy or proceeding (including settlement of any suit or proceeding if approved by the then Board of Directors to which he or she may be a party or may become involved, by reason of being or having been an

officer or director of the Association. The officers and directors shall not be liable for any mistake of judgment, negligent or otherwise, except for their own individual willful misfeasance, malfeasance, misconduct, or bad faith. The officers and directors shall have not personal liability with respect to any contract or other commitment made by them in good faith, on behalf of the Association (except to the extent that such officers or directors may also be members of the Association) and the Association shall indemnify and forever hold each such officer and director free and harmless against any and all liability to others on account of any such contract or commitment. Any right to indemnification provided for herein shall not be exclusive of any other rights to which any officer or director, or former officer or director, may be entitled. The Association shall as a common expense, maintain adequate general liability and officer's and directors' liability insurance to fund this obligation, if such insurance is reasonably available.

20. Miscellaneous. The captions used herein are for reference purposes only and shall not limit or broaden the meaning of any section. When used herein, the singular shall include the plural, the plural the singular, and the use of one gender shall apply to any gender.

IN WITNESS WHEREOF, the undersigned has executed this Declaration on this the 10/26/15 day of October, 2015.

Declarant

Booker, Robertson & Slaughter LLC

By: _____

Its: Partner

STATE OF TENNESSEE
COUNTY OF WILLIAMSON

Personally appeared before me, the undersigned, a Notary Public within and for said county and state, Donovan Robertson, with whom I am personally acquainted, and who acknowledged himself to be the Partner of Booker, Robertson & Slaughter LLC the within named bargainor, and as such Partner being authorized so to do, executed this instrument for the purposes therein contained and on behalf of Booker, Robertson & Slaughter LLC..

Witness my hand, at office, this 26th day of October 2015.

Leslie P. Esch
Notary Public

My Commission expires: 12-1-18

LESLIE P. ESCH
STATE OF TENNESSEE NOTARY PUBLIC
WILLIAMSON COUNTY

EXHIBIT A

Being Lot No. 50 on the Plan of Thomas Hardings First Addition as of record in Book 19 Page 241 Register's Office for Davidson County, Tennessee to which plan reference is hereby made for a more complete and accurate description.

Being the same property conveyed to Booker, Robertson & Slaughter LLC by deed Oli Kim Enterprises Incorporated of record in Instrument No.
20151026-0108889 _____ Register's Office for Davidson County, Tennessee.

Prepared by and Return to:
Amy Cross Nance Attorney at Law
103 Forrest Crossing Blvd.
Franklin, TN 37064
615-794-5644

EXHIBIT B

BYLAWS

OF

PHILLIPS STREET HOMEOWNERS ASSOCIATION, INC.

ARTICLE 1: DEFINITIONS

The words defined in the Declaration of Covenants, Conditions and Restrictions for Phillips Street Homes (the "Declaration") recorded in Instrument No _____, Register's Office for Davidson County, Tennessee, shall have the same meanings ascribed to them in these Corporate Bylaws.

ARTICLE 2: OFFICES

2.01. Registered Office. The registered office of the Corporation shall be Phillips Street Homeowners Association, 9604 Bouchanie Pass, Brentwood, TN 37027

2.02. Office for mailing purposes shall be 9604 Bouchanie Pass, Brentwood, TN 37027

2.03 Other Offices. The Corporation may also have offices at such other places both within and without the State of Tennessee as the Board of Directors may from time to time determine or the business of the Corporation may require.

ARTICLE 3: MEMBERS

3.01. Membership. Each Owner shall be a Member of the Corporation.

ARTICLE 4: MEETINGS OF MEMBERS

4.01. Place of Meetings. Meetings of the Members of the Corporation may be held at any location determined by the Board of Directors within fifteen miles of Property.

4.02. Annual Meeting. An annual meeting of the Members of the Corporation shall be held each year on the first Tuesday of the third month following the close of the fiscal year, if not a legal holiday, then on the next secular day following, at 7:00 p.m., at which time the members shall elect a Board of Directors, and shall such other business as may properly be brought before the meeting.

4.03. Special Meeting. Special meetings of the Members, for any purpose or purposes, may be called by the President, the Board of Directors, or by Members constituting not less than

twenty-five percent (25%) of the total of those votes entitled to be cast at such meeting. Business transacted at all special meetings shall be confined to the objects stated in the notice of such meetings.

4.04. Notice. Written or printed notice stating the place, day and hour of the meeting and, in the case of a special meeting, the purpose or purposes for which the meeting is called, shall be delivered not less than ten (10) nor more than sixty (60) days before the date of the meeting , either personally or by mail, by or at the direction of the President, the Secretary, or the officer or person calling the meeting, to each Member of the Corporation entitled to vote at such meeting.

4.05. Quorum. The presence in person or by proxy of more than thirty-three percent (33%) of those votes entitled to be cast at a meeting of the Members shall constitute a quorum at all meetings of the Members for the transaction of business.

4.06. Majority Vote; Withdrawal of Quorum. When a quorum is present at any meeting, the vote of more than fifty percent (50%) of the votes entitled to be cast by Members qualified to vote and present in person or by proxy, shall decide any question brought before such meeting, unless the question is one upon which by express provision of the Charter of the Corporation, these Corporate Bylaws, the Declaration or the Tennessee Non Profit Corporation Act, a different vote is required, in which case such express provision shall govern and control the decision of such question. When a quorum is once present to organize a meeting, a meeting may be adjourned from time to time, without notice other than announcement at the meeting despite the absence of a quorum caused by the subsequent withdrawal of any of those present.

4.07. Method of Voting; Proxies. Each Member shall be entitled to the vote allocated to the residence owned by such Member as set forth in the Declaration. No Member, other than the Developer, shall be entitled to vote at any meeting of the Corporation until such Member has presented evidence of ownership of a residence in the Residential Development to the Board of Directors. The vote of each Member may only be cast by such Member or proxy given by such Member to his duly authorized representative bearing a date not more than eleven (11) months prior to such meeting. Such proxy shall be filed with the Secretary of the Corporation prior to or at the time of the meeting. If title to a residence shall be in the name of two or more persons as Owners, all of such persons shall be Members of the Corporation and are referred to herein as "Joint Owners". Any one of such Joint Owners may vote at any meeting of the Members of the Corporation and such vote shall be binding upon such other Joint Owners who are not present at such meeting until written notice to the contrary has been received by the Board of Directors in which case the unanimous vote of all such Joint Owners (in person or by proxy) shall be required to cast their vote as Members. If two or more of such Joint Owners are present at any meeting, their unanimous action, shall also be required to cast their vote as Members of the Corporation.

4.08. Cumulative Voting Denied. Cumulative voting for Directors shall not be permitted.

ARTICLE 5: DIRECTORS

5.01. Management. The business and the affairs of the Corporation shall be managed by its Board of Directors who may exercise all such powers of the Corporation and do all such lawful acts and things as are not by statute, the Charter, the Bylaws, or the Declaration directed or required to be exercised or done by the Members.

5.02. Number; Qualifications; Election; Term. The Board of Directors shall consist of two (2) persons. Developer shall appoint the original initial Direcctors one director shall have one year term and the other a two year term. Each Director elected to replace an original Director upon the expiration of his term of office shall serve for a term of office ending with the annual meeting of Members following his election and until his successor shall be elected and shall qualify. Directors shall serve without compensation.

5.03. Removal; Change in Number; Vacancies. Any Director may be removed either for or without cause, at any special meeting of the Members of the Corporation by the affirmative vote of a majority of Members present in person or by proxy at such meeting and entitled to vote, if notice of the intention to act upon such matter shall have been given in the notice calling such meeting. If any vacancy occurs in the Board of Directors caused by death, resignation, retirement, disqualification or removal from office of any Director or otherwise, a successor or successors may be chosen at a special meeting of Members called for that purpose, and each successor Director so chosen shall be elected for the unexpired term of his predecessor in office. Any Directorship to be filled by reason of an increase in the number of Directors shall be filled by election at an annual meeting of Members or at a special meeting of Members called for that purpose.

5.04. Place of Meeting. The Directors of the Corporation shall hold their meetings, both regular and special, within Davidson County,Tennessee.

5.05. Annual Meetings. The annual meeting of each newly elected Board shall be held without further notice immediately following the annual meeting of Members of the Corporation, and at the same place, unless by unanimous consent of the Directors then elected and serving such time or place shall be changed.

5.06. Regular Meetings. Regular meetings of the Board of Directors may be held without notice at such time and place as shall from time to time be determined by the Board.

5.07. Special Meetings. Special meetings of the Board of Directors may be called by the President on a three (3) days notice to each Director, either personally or by mail or by telegram. Special meetings may be called by the President or Secretary in like manner and on like notice on the written request of two (2) Directors. Except as may be otherwise expressly provided by statute, the Charter, these Corporate Bylaws, or the Declaration, neither the business to be transacted at, nor the purpose of, any special meeting need by specified in a notice ar waiver of notice.

5.08. Quorum. At all meetings of the Board of Directors the presence of a majority of the Directors shall be necessary and sufficient to constitute a quorum for the transaction of business and the act of a majority of the Directors, when present at any meeting at which there is a quorum, shall be the act of the Board of Directors. If a quorum shall not be present at any meeting of Directors, the Directors present may adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present.

5.09. Committees Having Board Authority. The Board of Directors may, by resolution passed by a majority of the Board, designate one (1) or more committees to consist of two (2) or more of the Directors of the Corporation. Any such committee, to the extent provided in said Resolution, shall and may exercise all of the authority of the Board of Directors in the management of the business and affairs of the Corporation, except where action of the full Board of Directors is required by statute, the Charter, or the Declaration.

5.10. Other Committees. Other committees not having and exercising the authority of the Board of Directors in the management of the affairs of the Corporation may be designated and appointed by a Resolution adopted by a majority of the directors at a meeting at which a quorum is present, or by the President thereunto authorized by a like Resolution of the Board of Directors. Membership on such committees may, but need not, be limited to Directors or Members of the Corporation.

5.11. Procedure. All committees shall keep regular minutes of their proceedings and shall report the same to the Board when required.

5.12. Managing Agents. The Board of Directors may employ for the Corporation a management agent at a compensation established by the Board of Directors and such management agent shall perform such duties and services with respect to the Properties as the Board of Directors shall authorize, and the Board of Directors may delegate to such management agent such duties with respect to management, repair and maintenance of the Properties which are not by statute, the Charter, these Corporate Bylaws, or the Declaration required to be performed by or have the approval of the Board of Directors or the members of the Corporation.

ARTICLE 6: NOTICES

6.01. Method. Whenever notice is required to be given to any Director or Member, and no provision is made as to how such notice shall be given, it shall not be construed to mean personal notice, but any such notice may be given in writing, by mail, postage prepaid, addressed to such Director or member at such address as appears on the records of the Corporation. Any notice required or permitted to be given by mail shall be deemed to be given at the time when the same shall be thus deposited in the United States mail as aforesaid.

6.02. Waiver. Whenever any notice is required to be given to any Member or Director of the Corporation, a waiver thereof in writing signed by the person or persons entitled to such notice, whether before or after the time stated in such notice, shall be deemed equivalent to the giving of such notice.

ARTICLE 7: OFFICERS

7.01. Number; Titles. The officers of the Corporation shall be elected by the Directors from among the members of the Board of Directors and shall be a President, a Secretary and a Treasurer. Any two (2) or more offices may be held by the same person except the offices of President and Secretary.

7.02. Election. The board of Directors at its first meeting after each annual meeting of members shall choose a President and a Secretary/Treasurer, all of who shall be members of the Board.

7.03. Other Officers. The Board of Directors may appoint such other officers and agents as it shall deem necessary, who shall be appointed for such terms and shall exercise such powers and perform such duties as shall be determined from time to time by the Board.

7.04. Salaries. The salaries of all officers of the Corporation, if any, shall be fixed by the Board of Directors.

7.05. Term of Office; Removal. Each officer of the Corporation shall hold office until the annual meeting of the Board of Directors next following his election andthereafter until his successor is chosen and qualified in his stead or until his death or until his resignation or removal from office. Any officer or agent elected or appointed by the Board of Directors may be removed at any time by the affirmative vote of a majorityof the whole Board of Directors, but such removal shall be without prejudice to the contract right, if any, of the person so removed. If the office of any officer becomes vacant for any reason, the vacancy may be filled by the Board of Directors.

7.06. President. The President shall be the chief executive officer of the Corporation; he shall preside at all meetings of the Members and the Board of Directors, shall have general and active management of the affairs of the Corporation, shall see that all orders and resolutions of the Board are carried into effect, and shall perform such other duties as the Board of Directors shall prescribe.

7.07. SecretaryTreasurer. The Secretary shall attend all sessions of the Board of Directors and all meetings of the members and record all votes and the minutes of all proceedings in a book to be kept for that purpose and shall perform like duties for any committees when required. He shall give, or cause to be given, notice of all meetings of the members and special meetings of the Board of Directors, and shall perform such other duties as may be prescribed by the Board of Directors or President, under whose supervision he shall be. The Treasurer shall have the custody of the corporate funds and securities and shall keep full and accurate accounts of receipts and disbursements of the Corporation and shall deposit all moneys and other valuable effects in the name and to the credit of the Corporation in such depositories as may be designated by the Board of Directors. He shall disburse the funds of the Corporation as may be ordered by the Board of Directors, taking proper vouchers for such disbursements, and shall render to the President and Directors, at the regular meetings of the Board, or whenever they may require it, an account of all his transactions as Treasurer and of the financial condition of the Corporation, and shall perform such other duties as the Board of Directors may prescribe. If required by the Board of Directors, he shall give the Corporation a bond in such form, in such sum, and with such surety or sureties as shall be satisfactory to the Board for the faithful performance of the duties of his office and for the restoration to the Corporation, in case of his death, resignation, retirement, or removal from office, of all books, papers, vouchers, money and other property of whatever kind in his possession or under his control belonging to the Corporation.

ARTICLE 8: MISCELLANEOUS PROVISIONS

8.01. Reserves. There may be created by resolution of the Board of Directors such reserve or reserves as the Directors from time to time, in their discretion, think proper to provide for contingencies, or to repair or to maintain any portion of Residential Development, or for such other purposes as the Directors shall think beneficial to the Corporation, and the Directors shall modify or abolish any such reserve in the manner in which it was created.

8.02. Checks. All checks or demands for money and notes of the Corporation shall be signed by such officer or officers or such other person or persons as the Board of Directors may from time to time designate.

8.03. Fiscal Year. The fiscal year of the Corporation shall be fixed by resolution of the Board of Directors.

8.04. Seal. The corporate seal, if any, shall be in such form as may be determined by the Board of Directors. Said seal may be used by causing it or a facsimile thereof to be impressed or affixed or reproduced otherwise.

8.05. Indemnification. The Corporation shall indemnify any Director, officer or employee, or former Director, officer or employee of the Corporation, against expenses actually and necessarily incurred by him, and any amount paid in satisfaction of judgments, in connection with any action, suit or proceeding, whether civil or criminal in nature, in which he is made a party by reason of being or having been such a Director, officer or employee (whether or not a Director, officer or employee at the time such cost or expenses are incurred by or imposed upon him) except in relation to matters as to which he shall be adjudged in such action, suit, or proceeding to be liable for gross negligence or willful misconduct in the performance of duty. The Corporation may also reimburse to any Directors, officer, or employee the reasonable cost of settlement of any such action, suit or proceedings, if it shall be found by a majority of a committee of the Directors not involved in the matter in controversy, whether or not a quorum, that it was to the interest of the Corporation that such settlement be made and that such Director, officer or employee was not guilty of gross negligence or willful misconduct. Such rights of indemnification and reimbursement shall be not be deemed exclusive of any other rights to which such Director, officer or employee may be entitled by law.

8.06. Inconsistencies. In the event these Corporate Bylaws shall be inconsistent with the Declaration, then the Declaration shall be controlling.

8.07. Amendment of Bylaws. These bylaws may not be altered, amended or repealed except by the affirmative vote of more than fifty percent (50%) of those votes entitled to be cast by Members qualified to vote.

8.08. Table of Contents; Headings. The table of contents and headings used in these Bylaws have been inserted for administrative convenience only and do not constitute matter to be construed in interpretation.

CERTIFICATION

I hereby certify that the foregoing Corporate Bylaws were adopted by the Incorporator of Phillips Street Homeowners Owners Association, Inc. on the 26th day of October, 2015.

Amy Cross Nance