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DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR PORTER VILLAGE, A HORIZONTAL PROPERTY REGIME WITH PRIVATE ELEMENTS

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MASTER DEED, DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR PORTER VILLAGE, A HORIZONTAL PROPERTY REGIME WITH PRIVATE ELEMENTS

This MASTER DEED, DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS (this "Declaration") is made effective the 29th day of December, 2015, by THE PORTER VILLAGE PARTNERS, a Tennessee general partnership ("Declarant").

W I T N E S S E T H:

WHEREAS, Declarant is the owner of the real property located in Davidson County, Tennessee described in Exhibit A attached hereto and incorporated herein by reference (the "Property"); and

WHEREAS, Declarant intends to submit the Property, together with all buildings, structures, improvements, driveways, walkways, open areas, and permanent fixtures of whatever kind whatsoever located thereon, and all rights and privileges appurtenant thereto, to the provisions of the Tennessee Horizontal Property Act, Tennessee Code Annotated ("T.C.A.") § 66-27-101 *et seq.*, for the purpose of establishing on the Property a horizontal property regime with private elements, limited common elements and common elements to be known as Porter Village; and

WHEREAS, the Property may include condominiums as well as other horizontal property regime apartment or units as may be developed in phases of the development; and

WHEREAS, Declarant further desires to establish the horizontal property regime for its own benefit and for the mutual benefit of all future owners or occupants of the Property or any part thereof, and for all future owners, occupants, mortgagees and other persons claiming any interest in the all or a part of the Property, their heirs, successors and assigns, and that all such persons holding any interest in the Property subject to flexible and ordered procedure for the overall development of the Property and a method for the administration, maintenance, preservation, use and enjoyment of the Property; and

WHEREAS, Declarant intends by this Declaration to impose upon the Development mutually beneficial restrictions, covenants and easements under a general plan of improvements for the benefit of all owners and/or occupants of the Property and all persons or entities having any interest in the Property, by the recording of this Declaration; and

WHEREAS, as part of the general plan of improvement of the Development, Declarant desires to create an Association (as defined herein) to manage the Property; and

WHEREAS, Declarant desires that the Property be held, sold and conveyed subject to the provisions of this Declaration and the horizontal property regime established hereby.

NOW, THEREFORE, Declarant hereby declares that all of the Property shall be held, sold, and conveyed subject to the horizontal property regime established hereby and 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 Property, or any part thereof, their heirs, successors, successors in title, and assigns, and shall inure to the benefit of each owner thereof.

ARTICLE I
DEFINITIONS

Section 1. "Act" means the Horizontal Property Act of the State of Tennessee, T.C.A. §66-27-101 *et. seq.*, as such Act may be hereafter amended or modified.

Section 2. "Assessments" shall mean assessments for Common Expenses provided for herein or by any amendment hereto, which shall be used for the purposes of promoting the recreation, health, safety, welfare, common benefit, and enjoyment of the Owners and occupants of all or any portion of the Development and of maintaining the Development, all as may be specifically authorized from time to time by the Board of Directors and as more specifically authorized below, and also any other assessment or other amounts due from a Unit Owner. The term "Assessments" shall include, without limitation, General Assessments, Common Maintenance Assessments, and Special Assessments.

Section 3. "Association" shall mean and refer to the Porter Village Owners Association, Inc., a Tennessee nonprofit corporation, its successors and assigns.

Section 4. "Board of Directors" or "Board" shall be the elected body responsible for managing the affairs of the Association. Actions required of or permitted by the Board herein may be taken or fulfilled by a committee or other designee as may be established or appointed by the Board in accordance with the Bylaws of the Association.

Section 5. "Builder" means any Person to whom a portion of the Development is conveyed for the construction of one or more Units.

Section 6. "Bylaws" shall mean the Bylaws of the Association attached hereto as Exhibit C and made a part hereof, as may be amended from time to time.

Section 7. "Charter" shall mean the Charter of the Association attached hereto as Exhibit B and incorporated herein by this reference, as may be amended from time to time.

Section 8. "Common Elements" shall mean all real and personal property within the Property, but excluding the Units and the Private Elements and components thereof and easements appurtenant thereto, now or hereafter owned by the Association for the common use and enjoyment of the Owners, including, but not limited to, the Common Elements shown on any recorded plat of the Property and any and all pedestrian bridges, parking areas, lakes, waterways, landscaping and irrigation systems, fences, structures, sidewalks, community signage, walls, monuments, illumination of Common Elements, common utilities, storm water system, wells, fountains, and other improvements located on such Common Elements. Declarant shall hereafter convey the Common Elements to the Association.

Section 9. "Common Expenses" shall mean and include the actual and estimated expenses of operating the Association and maintaining the Common Elements, 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.

Section 10. "Common Maintenance Assessments" shall mean Assessments established by the Board from time to reflect the common maintenance and insurance obligations undertaken by the Association that may differ from obligations generally applicable to Units within the Development, as reasonably determined by the Board. This Declaration contemplates that Townhome Units, Flats, and Retail Units, whether located within the same building or structure as other Units, may be assessed different Common Maintenance Assessments.

Section 11. "Common Maintenance Units" shall mean those Units that are subject to Common Maintenance Assessments, including without limitation Townhome Units and Flats.

Section 12. "Community-Wide Standard" shall mean the standard of conduct, maintenance, or other activity generally prevailing in the subdivision developed on the Property as established in the reasonable discretion of Declarant or the Board of Directors.

Section 13. "Declarant" means The Porter Village Partners, a Tennessee general partnership, its successors and assigns.

Section 14. "Declarant Control Period" means the period ending on the earlier of (i) one hundred twenty (120) days after conveyance of seventy-five percent (75%) of the Units that may be created within the Development to Unit Owners other than Declarant or Builders; or (ii) the date that the Declarant voluntarily relinquishes control of the Association.

Section 15. "Development" means the residential community to be developed on the Property to be known as Porter Village, as may be modified, amended, expanded or contracted from time to time.

Section 16. "Exempt Antenna" shall mean any antenna that is:

(a) used to receive direct broadcast satellite ("DBS") service, including direct-to-home satellite service, or to receive or transmit Fixed Wireless Signals ("FWS") via satellite, and one (1) meter (39.37 inches) or less in diameter;

(b) used to receive video programming services via multipoint distribution services ("MDS"), including multichannel multipoint distribution services, instructional television fixed services, and local multipoint distribution services, or to receive or transmit fixed wireless signals other than via satellite, and that is one (1) meter (39.37 inches) or less in diameter or diagonal measurement;

(c) an antenna that is used to receive television broadcast signals; or

(d) a mast supporting an antenna described above, and

(e) any other antenna now or hereafter within the definition of the FCC Rule as hereafter modified.

Section 17. "Fixed Wireless Signals" shall mean any commercial non-broadcast communications signals transmitted by wireless technology to and/or from a fixed customer

location. Examples include wireless signals used to provide telephone service or high-speed internet access to a fixed location. The term "Fixed Wireless Signals" does not include, among other things, AM/FM radio, amateur ("HAM") radio, Citizens Band ("CB") radio, and Digital Audio Radio Services ("DARS") signals.

Section 18. "Flats" shall mean Units that are cubicles of air that are located below or above other Units, or are located within a multiple-Unit building, but shall not include Townhome Units. Flats are condominium Units under the Act and shall be established by Supplemental Declaration and Master Deed.

Section 19. "Limited Common Element" shall mean any Common Elements contiguous to and serving a single Unit or a certain number of Units to the exclusion of other Units, as an inseparable appurtenance thereto, the enjoyment, benefit or use of which is reserved to the lawful Owner or occupants of such Unit or Units either as set forth in this Declaration, on the Plat, or by a majority of all Owners.

Section 20. "Loans" shall have the meaning given in Article IX, Section 2 of this Declaration.

Section 21. "Member" shall mean and refer to a person or entity entitled to membership in the Association, as provided herein.

Section 22. "Mortgage" shall include a deed of trust or mortgage encumbering any Unit.

Section 23. "Mortgagee" shall include a beneficiary under or holder of a note secured by a Mortgage who has provided actual, written notice to the Association of such interest.

Section 24. "Mortgagor" shall include the trustor or grantor of a Mortgage.

Section 25. "Operating Budget" shall have the meaning given in Article IX, Section 3 of this Declaration.

Section 26. "Owner" shall mean and refer to one or more Persons or entities, including Declarant, who holds or hold the record title to any Unit, but excluding in all cases any party holding an interest merely as security for the performance of an obligation. The term "Owner" shall have the same meaning as the term "co-owner" is given in the Act. For the purpose of this Declaration, the Owner of a Unit that is under lease shall be as follows: for the purpose of membership, including matters related to voting and assessments and the obligations of Member, the record owner or owners of the Unit; for the purpose of use and enjoyment of common facilities and amenities that are part of the Common Elements, the tenant or tenants residing in the Unit. The Board of Directors may promulgate reasonable regulations conditioning such use upon registration of the names of tenants with the Association. In addition to any other restriction, the regulations may limit the number of guests entitled to use of the Common Elements.

Section 27. "Person" shall mean a natural person, a corporation, a partnership, a general partnership, a trust, a trustee, or any other legal entity.

Section 28. "Phase" means the addition of additional land on which Units will be constructed, or the construction of additional Units on land that is currently subject to the Declaration, to be submitted to this Declaration by Supplemental Declaration.

Section 29. "Plat" means the plat of the Units attached hereto as Exhibit A-1 and incorporated herein by reference, as may be amended or supplemented from time to time by any amendment to this Declaration or Supplemental Declaration, and which sets forth the numbers, areas, locations and other information regarding the Units and Common Elements as required by the Act.

Section 30. "Private Elements" means a portion of the Unit designated on the Plat and applicable to a Unit as shown on the Plat. Exclusive ownership in fee simple and use of the Private Elements for each Unit is reserved to such Unit. Notwithstanding any representation on the Plat, the Private Elements shall be deemed to include the entirety of any residence or improvements constructed on a Unit.

Section 31. "Property" shall mean and refer to the real property described in Exhibit A attached hereto, and any additional real property submitted to this Declaration from time to time pursuant to a Supplemental Declaration.

Section 32. "Retail Units" shall mean one or more Units, generally intended to be Flats, and that are designated as a Retail Unit on the Plat.

Section 33. "Townhome Units" shall mean those Units that begin at ground level and include two or more levels above, with no other Units above them.

Section 34. "Unit" or "Units" shall mean, individually or collectively, a separate parcel of the Property now or hereafter set forth as a Unit on the Plat, including the Private Elements located thereon, if any, and any improvements or residences located thereon. All Units shall be shown and identified as numbered Units on the Plat. The term "Unit" as used in this Declaration shall have the same meaning as the term "Apartment" as used in the Act.

Section 35. "Supplemental Declaration" shall mean an amendment to this Declaration that may include the addition of additional Units or Common Elements subjected to this Declaration and/or a Master Deed pursuant to which a portion of the Development is subjected a condominium form of ownership. Such Supplemental Declaration may, but is not required to, impose, expressly or by reference, additional restrictions and obligations to the provisions of this Declaration. The term "Declaration" as used herein shall include this Declaration, together with any and all subsequent amendments.

ARTICLE II
PROPERTY RIGHTS

Section 1. Common Elements. Every Owner shall have a right and easement of enjoyment in and to the Common Elements appurtenant to the title to such Owner's Unit, subject to the use of Limited Common Elements and to any restrictions or limitations contained in this Declaration or in any Deed or amendment thereto conveying the Common Elements to the Association or subjecting the Common Elements to this Declaration. Any Owner may delegate his or her other right of enjoyment to the members of his or her family, tenants, and social

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

Section 2. Sidewalks. Every Owner shall have a right and easement of enjoyment in and to the sidewalks adjacent to streets and drive lanes located on each Unit, whether located within a Private Element or Limited Common Element of a Unit, subject to any restrictions or limitations contained in this Declaration or subjecting such Unit to this Declaration. Any Owner may delegate their right of enjoyment to the members of his or her family, tenants, and social invitees subject to reasonable regulation by the Board and in accordance with procedures the Board may adopt from time to time.

ARTICLE III
MEMBERSHIP AND VOTING RIGHTS

Section 1. Membership in the Association. Every Person who is the record owner of a joint or undivided fee interest in any Unit shall be deemed to be a member of the Association (each such person or entity, a "Member"). Membership shall be appurtenant to and may not be separated from such fee interest ownership, and any transfer of a Unit shall operate automatically to transfer to 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 that Member's membership.

Section 2. Transfer of Membership. Notwithstanding the foregoing, Declarant may at any time assign, pledge, hypothecate or alienate its membership and/or Declarant's rights as Declarant herein, but any transfer by Declarant of title to a Unit shall automatically transfer the membership in the Association appurtenant thereto, free and clear from any such assignment, pledge, hypothecation or alienation.Voting Rights. Relative voting rights and percentages shall be as set forth in the Bylaws, this Declaration, or any Supplemental Declaration.

ARTICLE IV
MAINTENANCE

Section 1. Association's Responsibility. The Association shall be responsible for the following maintenance obligations:

(a) The Association shall maintain and keep in good repair the Common Elements. Such maintenance shall include, without limitation, maintaining, repairing, and replacing, subject to any insurance then in effect, all trees, landscaping and other flora, structures, irrigation system, storm water control and any other improvements situated upon the Common Elements.

(b) The Association shall maintain any landscape easement area that serves as a buffer to adjacent properties, even if such landscape or buffer area is located wholly or partially on a Unit, and each such affected Unit owner grants to the Association an easement for such maintenance.

(c) The Association shall maintain and pay for common garbage collection areas and facilities, and may prescribe such regulations as are appropriate relating to the

use and maintenance of such facilities. Separate garbage facilities may be established for Retail Units, and Retail Units may be assigned Assessments from time to time as adopted by the Board relative to their anticipated garbage or other waste production.

(d) The Association shall provide for the maintenance, care, repair, and replacement of the following portions of the Townhome Units: the exterior landscaping (except such landscaping installed by, or on behalf of, the Unit Owner and such landscaping enclosed by a fence, if any), walkways, and porches located upon or about each Townhome Unit. The Association also shall maintain the exterior of each Townhome Unit as follows: painting, maintenance, and nonstructural repair of exterior building surfaces as the Board shall deem necessary and proper, including roofs, gutters, downspouts, exterior building surfaces, trees, shrubs, grass, walks, replacement of trim, caulking and other repairs to roof covers (to include the repair and replacement of all non-structural components of the roof of each Townhome Unit), and other miscellaneous repairs of a nonstructural nature. Such exterior maintenance shall not include glass surfaces (weather windows or sliding glass doors), HVAC equipment, storm doors, front or rear entry doors, garage doors, fences, screens, or patio covers. The balance of the improvements located on the respective Townhome Units shall be maintained by the Owner of the particular Unit involved. For the sole purpose of performing the exterior maintenance upon each Unit required by this Article IV, Section 1, the duly authorized employees or agents of the Association shall have the right, after reasonable notice to the Owner, to enter upon any Unit and into any Unit at reasonable hours of any day.

(i) Notwithstanding the foregoing, if the need for exterior maintenance and repair of Townhome Units by the Association as required by this section is caused by the willful or grossly negligent conduct or act an Owner, his/her family, guest, invitees, or other Persons using or occupying his/her Unit with his/her express or implied permission, the cost of such repair or maintenance may be assessed against such Owner as a Special Assessment of this Declaration upon a finding by the Board, which shall be due and payable thirty (30) days from the date of notice thereof, such Assessment to be collected and enforced as provided in this Declaration. Such Special Assessment shall not require the approval of any of the Members; provided, however, that any Owner against which any such Assessment is levied shall be entitled to notice, a hearing at a time and place set by the Board in its sole discretion, and an opportunity to do the corrective work required (provided that the work is performed by a competent contractor mutually agreeable to both parties and in a manner and quality agreed to by the Board), prior to a Special Assessment being levied against such Owner in accordance with the provisions of this subsection.

(e) Flats shall be Units located within one or more buildings, as set forth on the Plat. The Association shall provide for the maintenance, care, repair, and replacement of the Common Areas, including exterior landscaping, walkways, and porches, painting, maintenance, and interior hallways, and repair of exterior building surfaces as the Board shall deem necessary and proper, including roofs, gutters, downspouts, exterior building surfaces, trees, shrubs, grass, walks, replacement of trim, caulking and other repairs to roof covers (to include the repair and replacement of all components of the roof of each such building), and other miscellaneous repairs. Such

exterior maintenance shall not include glass surfaces (weather windows or sliding glass doors), HVAC equipment serving only one Unit, storm doors, entry doors, screens, or patio covers, or any finishes, fixtures, cabinets, appliances, flooring, or other improvements within a Unit whether installed or supplied by the Owners, or their tenants, or personal property of the Owners, or their tenants, guests, and invitees located within such Flats. For the sole purpose of performing the exterior maintenance upon each Unit required by this Article IV, Section 1, the duly authorized employees or agents of the Association shall have the right, after reasonable notice to the Owner, to enter upon any Unit and into any Unit at reasonable hours of any day.

(f) The duly authorized agents or employees of the Association shall have the right to enter in or upon any Unit or into any structure located on Unit, without notice to the Owner thereof, when, in the judgment of the Association, acting through its Board, such entrance is necessary to prevent damage to such Unit or surrounding Units or Common Elements by fire, criminal act, natural disaster, or other similar emergency.

(g) Notwithstanding the obligations of the Association with respect to maintenance of certain portions of the exterior of such Units, the Association shall have no obligation to repair interior or structural portions of any Unit that are lost or damaged as a result of construction defects, damage or maintenance issues of exterior portions of any Unit, including without limitation damage resulting from water leaks, foundational issues, or settling or structural matters. Each Owner shall bear full responsibility for obtaining and maintaining such insurance as may be desired for protection against such losses.

(h) Neither the Declarant nor the Association shall be liable for any claims or causes of action of any kind whatsoever in law or in equity arising from or in any way relating to the construction of improvements upon the Development except as may be expressly undertaken by such party, or for work that was performed by parties other than Declarant, its agents, employees, subsidiaries or other affiliated entities.

(i) The Association shall maintain those portions of Common Maintenance Units as this Declaration or any Supplemental Declaration establishes as an Association responsibility, and may charge to the Owners of such Common Maintenance Units a Common Maintenance Assessment, as appropriate.

Section 2. Owner's Responsibility. Except as provided in Article IV, Section 1 above, the Owner of each Unit shall have the sole responsibility for maintenance and insurance of all exterior and interior portions of the Unit; those areas within enclosed patios or courtyards, including all landscaping and irrigation; all interior walls, glass surfaces (weather windows or sliding glass doors), HVAC equipment serving only one Unit, storm doors, entry doors, screens, or patio covers; all patios, decks, balconies, and driveways serving only one Unit; all furnishings and other improvements not maintained by the Association. Each Owner shall maintain said portions of its Unit in a manner consistent with the Community-Wide Standard, the applicable covenants set forth in this Declaration, and such rules and regulations as may be established by the Board from time to time.

ARTICLE V
INSURANCE AND CASUALTY LOSSES

Section 1. Insurance. The Board of Directors for the Association, or its duly authorized agent, shall have the authority to and shall obtain insurance for all insurable improvements on the Common Elements 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.

(a) The Board shall also obtain a public liability policy covering the Common Elements, Association and its Members for all damage or injury caused by the negligence of the Association or any of its Members or agents. The public liability policy shall have at least a One Million Dollar ($1,000,000.00) single person limit as respects bodily injury and property damage, a One Million Dollar ($1,000,000.00) limit per occurrence, and a Five Hundred Thousand Dollar ($500,000.00) minimum property damage limit.

(b) The Association shall, as a Common Expense, obtain and continue in effect adequate blanket all-risk casualty insurance, if reasonably available, and if not reasonably available, fire and extended coverage, in such form as the Board deems appropriate for one hundred (100%) percent of the replacement cost of the Common Maintenance Units, excluding the replacement of any finishes, fixtures, cabinets, appliances, flooring, or other improvements whether installed or supplied by the Owners, or their tenants, or personal property of the Owners, or their tenants, guests, and invitees located within such Units.

(c) Premiums for all insurance required by this Article V to be maintained by the Association other than that applicable to Common Maintenance Units only shall be Common Expenses of the Association and shall be included in the General Assessment, as defined in Article IX, Section 1. The policy or policies may contain a reasonable deductible, and the amount thereof shall be added to the face amount of the policy in determining whether the insurance at least equals the full replacement cost.

(d) Premiums required by this Article V for Common Maintenance Parcels shall be allocated to the Common Maintenance Assessments, as set forth in Article IX.

(e) All such insurance coverage obtained by the Board of Directors shall be written in the name of the Association as Trustee for the benefited parties, as further identified in (b) below. Such insurance shall be governed by the provisions hereinafter set forth:

(i) All policies shall be written with a company licensed to do business in Tennessee and holding a rating of BBB+ or better in the Financial Category as established by A. M. Best Company, Inc., if reasonably available, or, if not available, the more nearly equivalent rating.

(ii) In no event shall the insurance coverage obtained and maintained by the Association's Board of Directors hereunder be brought into contribution with insurance purchased by individual Owners, occupants, or their Mortgagees.

(iii) All casualty insurance policies shall have an inflation guard endorsement, if reasonably available, and an agreed amount endorsement with an annual review by one or more qualified persons, at least one of whom must be in the real estate industry and familiar with construction in the Nashville, Davidson County, Tennessee area.

(f) The Association's Board of Directors shall be required to make every reasonable effort to secure insurance policies that will provide for the following:

(i) a waiver of subrogation by the insurer as to any claims against the Association's Board of Directors, the Owners, and their respective tenants, servants, agents and guests;

(ii) a waiver by the insurer of its rights to repair, and reconstruct, instead of paying cash;

(iii) that no policy may be canceled, invalidated or suspended on account of the conduct of any one or more individual Owners;

(iv) that no policy may be canceled, invalidated, or suspended on account of the conduct of any Director, officer, or employee of the Association or its duly authorized agent without prior demand in writing delivered to the Association to cure the defect and the allowance of a reasonable time thereafter within which the defect may be cured by the Association, any Owner, or Mortgagee;

(v) that any "other insurance" clause in any policy exclude individual Owners' policies from consideration; and

(vi) that no policy may be canceled or substantially modified without at least thirty (30) days' prior written notice to the Association.

(g) In addition to the other insurance required by this Section, the Board shall obtain, as a Common Expense, worker's compensation insurance, if and to the extent necessary, and a fidelity bond or bonds on directors, officers, employees, and other persons handling or responsible for the Association's funds. The amount of fidelity coverage shall be determined in the directors' best business judgment, but may not be less than three months' Assessments, plus reserves on hand. Bonds shall contain a waiver of all defenses based upon the exclusion of persons serving without compensation and may not be canceled or substantially modified without at least thirty (30) days' prior written notice to the Association. The Board shall also obtain, as a Common Expense, a reasonably available amount of Directors and Officers Errors and Omissions insurance.

Section 2. Disbursement of Proceeds. Proceeds of insurance policies with respect to Common Elements or the Common Maintenance Units shall be disbursed as follows:

(a) If the damage or destruction for which the proceeds are paid is to be repaired or reconstructed, the proceeds, or such portion thereof as may be required for such purpose, shall be disbursed in payment of such repairs or reconstruction as

hereinafter provided. Any proceeds remaining after defraying such costs of repairs or reconstruction to the Common Elements or Common Maintenance Parcels, or, in the event no repair or construction is made, after making such settlement as is necessary and appropriate with the affected Owner or Owners and their Mortgagees shall be retained by and for the benefit of the Association and placed in a capital improvements account. This is a covenant for the benefit of any Mortgagee of a Unit and may be enforced by such Mortgagee.

(b) If it is determined, as provided for in Section 3 of this Article, that the damage or destruction to the Common Elements for which the proceeds are paid shall not be repaired or reconstructed, such proceeds shall be disbursed in the manner as provided for excess proceeds in Section 2(a)(i) hereof.

Section 3. Damage or Destruction.

(a) Immediately after the damage or destruction by fire or other casualty to all or any part of the Property covered by insurance written in the name of the Association, the Board of Directors, or its duly authorized agent, shall proceed with the filing and adjustment of all claims arising under such insurance and obtain reliable and detailed estimates of the costs of repair or reconstruction. Repair or reconstruction, as used in this paragraph, means repairing or restoring the Property to substantially the same condition in which it existed prior to the fire or other casualty.

(b) Any damage or destruction to the Common Elements shall be repaired or reconstructed unless at a Special Meeting (as descried in Article I, Section 5 the Bylaws) called in accordance with the Bylaws at least seventy-five percent (75%) of the total eligible vote of the Association shall decide within sixty (60) days after the casualty not to repair or reconstruct. If for any reason either the amount of the insurance proceeds to be paid as a result of such damage or destruction, or reliable and detailed estimates of the costs of repair or reconstruction, or both, are not made available to the Association within the sixty (60) day period referenced above, then the period shall be extended until such information shall be made available; provided, however, such extension period shall not exceed sixty (60) days. No mortgagee shall have the right to participate in the determination of whether the damage or destruction to the Common Elements shall be repaired or reconstructed. In the event that it should be determined by the Association in the manner described above that the damage or destruction of the Common Elements shall not be repaired or reconstructed and no alternative improvements are authorized, then the damaged portions of the Common Elements shall be restored to its natural state and maintained as an undeveloped portion of the Common Elements by the Association in a neat and attractive condition, including appropriate landscaping, and the remaining insurance proceeds shall be delivered pro rata to the Owners of each Unit.

Section 4. Repair and Reconstruction. If the damage or destruction to the Common Elements for which the insurance proceeds are paid is to be repaired or reconstructed, and such proceeds are not sufficient to defray the cost thereof, the Board of Directors shall, without the necessity of a vote of the Members, use reserve or capital improvements account funds, or may levy a Special Assessment against all Owners. Additional Assessments may be made in like manner at any time during or following the completion of any repair or reconstruction.

Section 5. Annual Review of Policies. At least annually, the Board shall review all insurance policies that are required by this Article V to be maintained by the Association in order to ascertain whether the coverage contained in the policies is sufficient. If the Board deems such coverage to be insufficient, the Board may expand the coverage to the extent it reasonably deems necessary.

ARTICLE VI
NO PARTITION

There shall be no physical partition of the Common Elements or any part thereof. This Article shall not be construed to prohibit the Board from acquiring and disposing of tangible personal property nor from acquiring title to real property that may or may not be subject to this Declaration, or to prohibit the Board from granting easements over the Common Elements, or to prohibit the Declarant or Board from adjusting plat or other boundary lines for any Unit adjacent to Common Elements.

ARTICLE VII
CONDEMNATION

Whenever all or any part of the Common Elements shall be taken (or conveyed in lieu of and under threat of condemnation by the Board acting on the written direction of all Owners) by any authority having the power of condemnation or eminent domain, each Owner shall be entitled to participate in the proceedings incident thereto, unless otherwise prohibited by law. The award made for such taking shall be payable to the Association as Trustee for all Owners to be disbursed as follows: If the taking involves a portion of the Common Elements on which improvements have been constructed, then, unless within sixty (60) days after such taking the Declarant and at least seventy-five percent (75%) of the total eligible vote of the Association shall otherwise agree, the Association shall restore or replace such improvements so taken on the remaining land included in the Common Elements to the extent lands are available therefor, in accordance with plans approved by the Board and the Design Review Committee. If such improvements are to be repaired or restored, the above provisions in Article V hereof regarding the disbursement of funds in respect to casualty damage or destruction shall apply. If the taking does not involve any improvements on the Common Elements, or if there is a decision made not to repair or restore, or if there are net funds remaining after any such restoration or replacement is completed, then such award or net funds shall be disbursed to the Association and used for such purposes as the Board shall determine.

ARTICLE VIII
RIGHTS AND OBLIGATIONS OF THE ASSOCIATION

In addition to the powers delegated to the Association by its Charter, the Association shall be empowered to perform each of the following duties related to the Property and Common Elements:

Section 1. Operation and Maintenance of Common Elements. To operate, maintain and otherwise manage or provide for the operation, maintenance and management of the Common Elements, together with all easements for operation and maintenance purposes and for the benefit of the Association or its Members over and within the Common Elements and/or the Units; to keep all improvements, if any, of whatever purpose from time to time located on the

Common Elements in good order, condition, and repair; and to borrow money as approved by the Board for such purposes. Said maintenance shall include, but not be limited to, the maintenance obligations set forth in Article IV, Section 1. Any other provision of this Declaration or the Bylaws notwithstanding, the Association always shall maintain lien free title to the Common Elements, excepting only a lien for current year taxes, provided, however, that the Association may mortgage or convey the Common Elements with an affirmative vote of at least sixty-seven percent (67%) of the Directors; and provided, further, that the Association may accept a conveyance of the Common Elements subject to a lien or other encumbrance.

Section 2. Water and Other Utilities. To acquire, provide, and/or pay for, water, sewerage, garbage disposal, electrical, telephone, gas, and other necessary utility services for the Common Elements. The Association may elect to establish common areas for the collection of garbage containers, and Owners shall place all garbage or other refuse in approved containers in such designated areas upon the direction of the Association.

Section 3. Taxes and Assessments. To pay all real and personal property taxes and assessments separately levied upon or assessed against the Association and/or the property owned by the Association. Such taxes and assessments may be contested or compromised by the Association; provided, however, that they are paid or a bond in an amount at least equal to such taxes and assessments is posted prior to the sale or other disposition of any property to satisfy the payment of such taxes or assessments.

Section 4. Insurance. To obtain from reputable insurance companies qualified to do business in the State of Tennessee the insurance set forth in Article V of this Declaration, and to maintain in force at all times such insurance as is required by this Declaration.

Section 5. Indebtedness. As authorized by the Board from time to time, the Association may incur indebtedness for the maintenance of Common Areas in such amounts and from such sources as may be determined by the Board, and may establish a Special Assessment for the repayment of such indebtedness against all Units or against only Units located within a building or structure that is the beneficiary of such maintenance; provided that all Units within a building or structure shall be assessed for such maintenance even if a particular Unit does not suffer from the damage or deterioration that is being maintained.

Section 6. Personal Property and Real Property for Common Use. The Association, through action of its Board of Directors, may acquire, hold, and dispose of tangible and intangible personal property and real property. The Board, acting on behalf of the Association, shall accept any real or personal property, leasehold, or other property interests within Davidson County conveyed to it by the Declarant as permitted herein.

Section 7. 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 for violations of the rules and regulations may include reasonable monetary Fines (as hereinafter defined), suspension of the right to vote and suspension of the right to use the Common Elements. The Board shall, in addition, have the power to seek relief in any court for violations or to abate nuisances. In addition, the Association, through the Board or otherwise, may, by contract or other agreement, enforce city or county ordinances or permit the City to enforce ordinances on the Property for the benefit of the Association and its Members.

Section 8. Implied Rights. The Association may exercise any other right or privilege given to it expressly by this Declaration or the Bylaws, and every other right or privilege reasonably to be implied from the existence of any right or privilege given to it herein or reasonably necessary to effectuate any such right or privilege.

Section 9. Traffic Control. The Board may make rules and regulations concerning driving and parking within the Property, subject to applicable governmental requirements and restrictions. To the extent permitted by local governmental authority, the Association may construct traffic calming devices and post speed limits or other traffic signs and take other measures deemed necessary to discourage excessive speed and to promote a safe environment. The Association may enforce such rules and regulations with penalties, Fines or towing, and shall have all remedies set forth in this Declaration.

ARTICLE IX
ASSESSMENTS

Section 1. Creation of Assessments. There shall be created annual Assessments as may be from time to time specifically authorized by the Board of Directors as follows (collectively, the "Annual Assessments"):

(a) The Board may levy general assessments for expenses determined by the Board to benefit the Association and/or the Units as a whole, including without limitation, expenses incurred by the Association in fulfilling its maintenance obligations set forth in Article IV, Section 1 ("General Assessments"). General Assessments shall be allocated among all Units equally, or as otherwise determined by the Board with respect to Retail Units.

(b) The Board may levy a Common Maintenance Assessment against Common Maintenance Units for expenses determined by the Board to benefit only such Common Maintenance Units, including without limitation, expenses incurred by the Association in fulfilling its insurance, maintenance or service obligations with respect to such Common Maintenance Units. Common Maintenance Units, as well as Retail Units, may be established with different levels of services and maintenance obligations for the Association, including differences between buildings or structures, and the Common Maintenance Assessment applicable to Common Maintenance Units may reflect such differences.

Section 2. Assessment Obligation. Each Owner, by acceptance of his or her Deed, is deemed to covenant and agree to pay all Assessments levied by the Association pursuant to this Declaration, whether or not such obligation is so expressed in such Deed. A budget for the first year of the Association, including contemplated General Assessments, Common Maintenance Assessments and Special Assessments (as defined below) and a breakdown thereof shall be developed prior to the first sale of a unit to an Owner (the "Base Budget"). Each Unit shall be subject to the Assessments set forth in the Base Budget or subsequently adopted Operating Budget when conveyed to a party other than Declarant, with Assessments being prorated as of the date of closing of the sale of the Unit. The Declarant or Association may but are not required to establish Assessments for Units or Units owned by Builders that are less than the General Assessment or Special Assessment for other Units that may be applicable, as evidenced by a certificate of occupancy, or the Unit is transferred to a third party other than a Builder; provided,

however, that such reduction shall be an accommodation to Builders, and the Declarant or the Association may increase such Assessments to the normal General Assessment or Special Assessment at any time. Notwithstanding any other provision of this Declaration, no Assessments shall be levied against Units owned by the Declarant, its successors or assigns.

During the Declarant Control Period, the Declarant shall from time to time loan to the Association any amounts required to make up any shortfall in the Base Budget for each year, and any subsequent Budget (as defined below), to the extent that such shortfall arises from (a) actual operating costs (including amounts allocated to or drawn from reserve funds) exceeding budgeted operating costs, or (b) budgeted operating costs (including amounts allocated to or drawn from reserve funds) exceeding actual income. To the extent a shortfall arises from subsection (b) of this paragraph and the lack of income results from the failure of any Owner to pay Assessments that are payable hereunder, the Declarant shall not be obligated to make up such shortfall. All amounts loaned to the Association by the Declarant pursuant to the provisions of this paragraph (collectively, the "Loans") shall bear interest at the Wall Street prime interest rate plus three hundred basis points from the time contributed until repaid and shall be repaid no later than three (3) years after end of the Declarant Control Period.

All Assessments, together with interest at the highest rate allowable under the laws of Tennessee from time to time relating to usury for residential real estate loans (or if no such rate is established, sixteen percent (16%) per annum) ("Interest"), costs, and reasonable attorneys' fees, shall be a charge on the Unit and shall be a continuing lien upon the Unit against which each Assessment is made. Each Assessment, together with Interest, costs, and reasonable attorneys' fees, shall also be the personal obligation of the Person who was the Owner of such Unit at the time the Assessment arose, and his or her grantee shall be jointly and severally liable for such portion thereof as may be due and payable at the time of conveyance, except no first Mortgagee who obtains title to a Unit pursuant to the remedies provided in the Mortgage shall be liable for unpaid Assessments that accrued prior to such acquisition of title.

Assessments shall be paid in such manner and on such dates as may be fixed by the Board. The manner of payment fixed by the Board may include, without limitation, acceleration of the Assessment levied on a particular Unit on account of delinquent payment of such Assessment or monthly installment thereof. Unless the Board otherwise provides, Annual Assessments shall be paid in quarterly installments.

Section 3. Computation of Annual Assessment. It shall be the duty of the Board to prepare a budget covering the estimated costs of operating the Association during the coming year (the "Operating Budget"). The Operating Budget shall include a capital contribution establishing a reserve fund in accordance with a Capital Budget separately prepared, as more particularly described in Article IX, Section 6 below. The Board shall set Assessments based on the Operating Budget and the Capital Budget. The Board shall cause a copy of the Operating Budget, and the amount of each General Assessment to be levied against each Unit for the following year, to be delivered to each Owner at least ten (10) days prior to the annual meeting of the Association. The Operating Budget, together with the Capital Budget and the Annual Assessments (collectively, the "Budget"), shall be adopted by the Board at a duly called meeting of the Board.

Notwithstanding the foregoing, however, in the event a Budget is not established for any reason for any year, then and until such time as a Budget shall have been determined as provided

herein, the Budget in effect for the then current year shall continue for the succeeding year. No failure to provide the Operating Budget or Assessments as required hereunder shall relieve any Owner from payment of such Assessments once established.

Section 4. Special Assessments. In addition to the Annual Assessments authorized above, the Board may levy special assessments to be used solely to defray, in whole or in part, the cost of any construction, reconstruction, or repair or replacement of a capital improvement, including the necessary fixtures and personal property related thereto ("Special Assessments"). The Board may levy a Special Assessment against all Units for such expenses determined by the Board to benefit the Association and/or the Units as a whole, and may levy a Special Assessment against particular portions of the Property for such expenses as may be determined by the Board to benefit less than the Association as a whole. The Board may also levy a Special Assessment against particular Units to reimburse the Association for costs incurred in maintaining such Units upon failure of the Owner to do so, as set forth in this Declaration.

Section 5. Lien for Assessments. To secure the payment of any Assessment and/or fine imposed by the Association pursuant to Article X, Section 6 of this Declaration (each such fine, a "Fine"), a lien is expressly retained in favor of the Association on each and every Unit in the Association. Such lien shall be prior and superior to all other liens, except all taxes, bonds, assessments, first mortgage liens, and other levies which by law would be superior thereto.

For the purposes of rendering unnecessary court proceedings for the enforcement of said lien in the event of the nonpayment of Assessments and/or Fines, and for the consideration of one dollar paid in cash, receipt of which is acknowledged, the Owners, their heirs, successors, administrators, and assigns, hereinafter referred to as "Trustors," hereby transfer and convey unto J. Bryan Echols, Trustee, his successors and assigns, their respective Units with the appurtenances, estate, title and interest thereto belonging upon the use and trusts set forth in this paragraph.

If each Trustor shall pay his Assessments and Fines when due, then this trust conveyance shall be of no further force or effect with respect to such Trustor's Unit. If the Assessments and Fines with respect to any Unit are not paid promptly when due, this trust conveyance shall remain in full force and effect, and the said Trustee, or his successor in trust, is hereby authorized and empowered, upon giving twenty (20) days' notice by three (3) publications in any newspaper, daily or weekly, published in Davidson County, Tennessee to sell said Unit at the front door of the Court house in said County to the highest bidder for cash, at public outcry, free from all statutory, equitable and other rights of redemption, homestead, dower and all exemptions of every kind, which are hereby expressly waived; and the said Trustee, or his successor in trust, is authorized and empowered to execute and deliver a deed to the purchaser. The Association may bid at any sale under this trust conveyance. The Association may, at any time after default in the payment of any Assessment or any installment payment thereof or any Fine, enter and take possession of said Unit, and shall only account for the net rents actually received by it. It is further agreed that, in the event the Association fails, before instructing Trustee to sell said Unit, as herein provided, to enter and take possession thereof, the purchaser shall be entitled to immediate possession thereof upon the delivery to him by the Trustee of a deed for said Unit. In the case of sale hereunder, the proceeds will be applied by the Trustee as follows:

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

(b) Second, to the payment of all taxes which may be unpaid with respect to such Unit;

(c) Third, to the payment of all unpaid Assessments and Fines with respect to such Unit; and

(d) Fourth, the residue, if any, will be paid to the Owner of such Unit, to his order, representatives, heirs or assigns or to any other person legally entitled thereto.

In the case of the death, absence, inability, or refusal to act of said Trustee at any time when action under the foregoing power and trusts may be required or for any other reason, the Association is hereby authorized and empowered to name and appoint a successor to the Trustee by an instrument in writing to be recorded in the Register's Office for Davidson County, Tennessee, and the title herein conveyed to the above named Trustee shall be vested in said successor.

The Association, acting on behalf of the Owners, shall have the power to bid for the Unit at foreclosure sale, and to credit bid any amounts owed by the Owner of such Unit, and to acquire and hold, lease, mortgage, and convey the same. Any funds required for purchase of a Unit at foreclosure shall be assessed as a Special Assessment, subject to all of the requirements in Article IX, Section 4 hereof. With respect to any Unit owned by the Association following foreclosure: (1) no right to vote shall be exercised on behalf of the foreclosed Unit; (2) no Assessment shall be assessed or levied on the foreclosed Unit; and (3) each other Unit shall be charged, in addition to its usual Assessment, its equal pro rata share of the Assessment that would have been charged such Unit had it not been acquired by the Association as a result of foreclosure. Suit to recover a money judgment for unpaid Common Expenses and attorney's fees shall be maintainable without foreclosing or waiving the lien securing the same. The Board may temporarily suspend the voting rights and rights to use all or portions of the Common Elements of a Member who is in default of payment of any Assessment or any installment payment thereof after notice and hearing.

Nothing in this Section shall preclude the Association from recording and enforcing its lien without exercising its rights arising from the foregoing trust conveyance.

Section 6. Capital Budget and Contribution. As noted in Article IX, Section 3, above, the Board of Directors shall annually prepare a Capital Budget that shall take into account the number and nature of replaceable assets, the expected life of each asset, and the expected repair or replacement cost (the "Capital Budget"). The Board shall set the required capital contribution, if any, in an amount sufficient to permit meeting the projected capital needs of the Association, as shown on the Capital Budget, with respect both to amount and timing by Assessments over the period of the Budget. The capital contribution required shall be fixed by the Board and included within the Operating Budget and Assessment, as provided in Section 3 of this Article. The Capital Budget shall also provide for the establishment of separate reserve accounts to hold the proceeds of the Assessments imposed for capital expenditures such as those

set forth in Article IV, Section 1(c). A copy of the Capital Budget shall be distributed to each member in the same manner as the Operating Budget.

Section 7. Certificate of Payment. The Board shall, upon request and for a reasonable charge not to exceed $25.00, furnish to any Person a certificate, signed by an officer of the Association, setting forth whether or not all Assessments, whether General or Special, on a specified Unit have been paid. Such certificate shall be conclusive evidence of payment of any Assessment therein stated to have been paid.

Section 8. Start-up Assessment. Each Unit Owner who takes title to a Unit from a Builder or who takes title directly from Declarant shall pay to the Association at closing a start-up assessment fee equal to the lesser of (a) three (3) month's General Assessment or (b) an amount established by the Board from time to time (the "Start-up Assessment"). This one time Start-up Assessment shall be in addition to and not a prepayment of the regular Assessments provided for above. All receipts for Start-up Assessments shall first be applied to repayment of any Loans, and thereafter may be applied to the Budget or to reserves.

Section 9. Transfer Assessment. The Board may establish an assessment to be paid by the purchaser of any Unit within the Property on transfer or conveyance of such Unit from time to time (the "Transfer Assessment"). The amount of such Transfer Assessment shall be equal to the lesser of (a) three (3) month's General Assessment or (b) an amount established by the Board from time to time. The Transfer Assessment shall not be due on any closing of a Unit in which the Start-Up Assessment is paid. All receipts for Transfer Assessments shall first be applied to repayment of any Loans, and thereafter may be applied to the Budget or to reserves.

Section 10. Administrative Fee. In addition to the Transfer Assessment, the Board may establish an administrative fee that the purchaser of any Unit within the Property shall be obligated to pay. The purpose of the Administrative Fee is to pay for the administrative actions of the Association or its agent resulting from the change in Unit ownership.

ARTICLE X
CONSTRUCTION AND ARCHITECTURAL STANDARDS

Section 1. Construction Standards. Owners, including Builders, shall construct all Units in accordance with plans and specifications approved by the Metropolitan Government of Nashville and Davidson County, Tennessee (the "City"). Further, no Person shall construct any Unit or other improvements upon a Unit, or after completion of such Unit or other improvements, make any modifications, additions or alterations to such Unit or any structure thereon or improvement thereto, without the prior written approval of the Board, which may at its discretion establish a separate committee or body for such review. In no event shall the Board approve any plans violating the use restrictions set forth in Article XI below or the architectural covenants that have been submitted to and approved by the City as set forth below (the "City Requirements").

(a) Review. The Board may establish from time to time the procedures for review of such modifications, additions or alterations, including without limitation submission requirements, including without limitation plans and designs, payments of review and other costs, and any architectural consultant requirements.

(b) Drainage. All plans shall comply with and Owners shall be solely responsible for applicable drainage, water conservation, erosion control and stormwater detention requirements. No alteration of existing grade or any planting, fences or other improvements that alter the flow of water shall be permitted without the express consent of the Board, which approval shall be for the exclusive benefit of the Declarant or Association, as applicable, and shall not remove or alter the responsibility of any Owner or Builder for compliance with such requirements. Notwithstanding any other provision of this Declaration, neither the Declarant nor the Association shall have the responsibility to ensure that drainage or grading of Units is properly accomplished. Each Owner shall be solely responsible to ensure that grading and drainage are in compliance with all applicable laws, codes, regulations and other requirements, including without limitation any easements for drainage, whether or not shown on any recorded plat.

(c) Modifications. Modifications after completion of construction, or additions or changes to the approved plans during construction, must be reviewed and approved. However, review is not required to paint with originally approved materials and colors, or to replace the roof or other components with duplicates of the original material. Significant new landscaping, grading and any removal of trees or plants must be approved in advance.

(d) Governmental Compliance. Owners are responsible for making sure that construction conforms to governmental regulations and all local building codes. If the Board notes noncompliance, the Owner will be required to make the necessary changes. However, the Design Review Committee is not responsible for compliance with governmental requirements.

Section 2. Enforcement.

(a) Fines. The Board may require the Builder or Owner to post a deposit from which the Board may deduct Fines for failure to comply with the approved plans and specifications, tree regulations and rules for contractor conduct. The collection of a Fine shall not in any way diminish the available remedies at law or equity.

(b) Suit Permitted. If any construction is begun that has not been approved or that deviates from approved plans and specifications, the Board, the Declarant or the Association may require the Owner to resolve the dispute through binding arbitration or may bring suit seeking damages, specific performance, declaratory decree and/or injunction, or any other remedy at law or in equity. The Board shall be empowered to bring suits on behalf of the Association. If suit is brought and the court finds that the construction was not approved or that the construction deviated from the approved plans or specifications, then the party bringing suit shall also be awarded reasonable attorney's fees, even if the relief requested is not granted.

(c) Trees and Hedges. Improper cutting, removal, lack of care or intentional damage to existing trees and hedges may be subject to the imposition of Fines plus a requirement that the tree be replaced with an approved species of comparable caliper, or, if approved by the Board, a combination of trees totaling the caliper of the removed tree, or that hedges be replaced with an approved hedge plant. Fines shall be set by the Board.

(d) Drainage. After reasonable notice (except in an emergency), the Declarant or the Association shall have the right but not the obligation to enter onto a Unit and correct improper grading or other modification to the Unit which causes drainage problems. Such corrections shall be made at the cost and expense of the Owner of the Unit, who shall promptly reimburse the Declarant or the Association, as applicable. The Unit shall be subject to a lien for the cost if not paid. The Declarant or the Association, as applicable, shall not be required to repair or replace landscaping or other improvements after such action.

(e) No Waiver. Failure to enforce any provision of this Declaration shall not be deemed a waiver of the right to do so at any time thereafter.

Section 3. Liability. The Board and its inspectors are concerned primarily with aesthetic considerations, and are not responsible for compliance with governmental requirements or design or construction defects or use of materials affecting the safety or structural integrity of the building. Approval by the Board of an application shall not constitute a basis for any liability of the Qualified Architect, Declarant, the Directors or the Association for failure of the plans to conform to any applicable building codes or inadequacy or deficiency in the plans resulting in defects in the improvements, or for the performance or quality of work of any builder or architect approved by it, or for non-compatible or unstable soil conditions or soil erosion, or any other condition of the property.

Section 4. Satellite Dish and Antenna Installation. In accordance with the rule adopted by The Federal Communications Commission (the "FCC") at Title 47 of the Code of Federal Regulations, Section 1.4000 (the "FCC Rule") limiting or preempting certain association restrictions on the installation, maintenance and use of certain antennas for direct broadcast satellite service, local television broadcast, multipoint distribution service and fixed wireless signals via satellite, as may be amended or replaced from time to time, the provisions of this Article X, Section 8 shall govern the installation of satellite dishes and antennas within the Development.

(a) Antennas on Common Elements. No antenna may be attached to any Common Element, including without limitation any exterior portion of a Common Maintenance Unit.

(b) Antenna Size and Type.

(i) Prohibited Antennas. All antennas that are not specifically included within the definition of Exempt Antenna set forth above are prohibited, including without limitation any antenna that receives or transmits signals not included in the definition of DBS, FWS or DMS or television broadcast signals.

(ii) Antennas. Subject to the Design Code, Exempt Antennas may be installed on or within Units.

(iii) Antennas that Transmit Signals. All antennas that are capable of transmitting signals, including FWS antennas, must be labeled to provide notice of radio frequency (RF) safety hazards and reference the applicable FCC-adopted

limits on RF exposure; in addition, all such antennas must be professionally installed.

(c) Location.

(i) Notification. Before or upon installation of an Exempt Antenna, Owners are required to notify the Design Review Committee in writing of the type of Exempt Antenna, the manner of installation and the placement on the Unit, provided, however, that no notification shall be required for installation of any antenna or Exempt Antenna located within the interior of a Unit. Notification shall include provision of the brochure referenced in Article X, Section 8(c)(v) of this Declaration.

(ii) Compliance by Owner. Owners are required to follow this Declaration and Design Review Committee direction as to the placement of the Exempt Antenna unless such placement unreasonably delays the Exempt Antenna's installation, unreasonably increases the cost of its installation, maintenance or use, or prevents the Owner from obtaining an acceptable quality signal.

(iii) Preferred Locations. Any Exempt Antenna shall be installed in locations in the following order of preference:

(1) If acceptable quality signals can be received by placing Exempt Antennas inside a Unit without unreasonable delay or unreasonable cost increase, then outdoor installation is prohibited.

(2) Exempt Antennas must be installed solely within the boundaries of the Unit, not including any Common Elements or other area of non-exclusive control, including without limitation any area subject to a Use Easement for the benefit of an adjacent Unit as designated on the recorded deed and any applicable Declaration.

(3) Exempt Antennas shall be located in a place shielded from view from other Units to the maximum extent possible; provided, however, that nothing in this rule would require installation in an area where an acceptable quality signal cannot be received. This section does not permit installation on Common Elements, even if an acceptable quality signal cannot be received from an individually-owned Unit.

(d) Safety Requirements.

(i) Mast Height. The installation of any Exempt Antenna on a mast greater than twelve (12) feet in height shall require the prior written approval of the Design Review Committee.

(ii) Manufacturer Instructions. Exempt Antennas shall be installed and secured in a manner that complies with all applicable manufacturer's instructions.

(iii) Distances from Hazards. Exempt Antennas shall not be placed within twenty-five (25) feet, or such greater distance as may be required by applicable law, statute, ordinance or easement requirement, of power lines (above-ground or buried) and in no event shall Exempt Antennas be placed where they may come into contact with electrical power lines. This purpose of this requirement is to prevent injury or damage resulting from contact with power lines.

(iv) Grounding. In order to prevent electrical and fire damage, Exempt Antennas shall be permanently and effectively grounded.

(v) Windloading. Exempt Antennas and masts are required to withstand winds of fifty (50) mph as established by the manufacturer's installation and specification brochure, to be provided with the notification given pursuant to Article X, Section 8(c)(v) above.

(vi) Visibility. Exempt Antennas may not obstruct a driver's view of an intersection or street.

(e) Special Provisions Concerning Masts.

(i) Height. Mast height may be no higher than absolutely necessary to receive acceptable quality signals.

(ii) Tall Masts. Masts extending twelve (12) feet or less beyond the roofline may be installed, subject to the regular notification process. Masts extending more than twelve (12) feet above the roofline ("Tall Masts") must be pre-approved due to safety concerns posed by wind loads and the risk of falling antennas and masts. Applications for a Tall Mast must include a detailed description of the structure and anchorage of the Exempt Antenna and the mast, as well as an explanation of the need for a Tall Mast. If this installation will pose a safety hazard to Association residents and personnel, then the Association may prohibit such installation. The notice of rejection shall specify these safety risks.

(iii) Professional Installation. All masts must be installed by licensed and insured contractors.

(iv) Painting. Masts must be painted the appropriate color to match the surroundings.

(v) Location on Roof. Masts installed on a roof shall not be installed nearer to the Unit line than the total height of the mast and antenna structure

(vi) Electric Lines. Masts shall not be installed nearer to electric power lines than the total height of the mast and antenna structure above the roof. The purpose of this regulation is to avoid damage to electric power lines if the mast should fall in a storm.

(vii) Other Property. Masts shall not encroach upon another Owner's Unit, a Use Easement, or any Common Elements.

(f) Aesthetic Requirements.

(i) Extension Beyond Structures. Exempt Antennas or masts may not extend above a roof line or beyond a railing or fence unless no acceptable quality signal may be received from this location.

(ii) Ground Locations. Exempts Antennas situated on the ground and visible from the street or from other Units must be camouflaged by existing landscaping or fencing, if an acceptable quality signal may be received from such placement. If no such existing landscaping or screening exists, the Association may require Exempt Antennas to be screened by new landscaping or screening of reasonable cost.

(iii) Painting. Antennas, masts, and any visible wiring must be painted to match the color of the structure on which it is installed.

(g) Enforcement. In addition to any other right of enforcement set forth in the Declaration or Bylaws, the Association shall have the right to file a petition with the Federal Communications Commission. If the Association believes these rules are violated, the Association may bring an action for declaratory relief with the FCC or any court of competent jurisdiction after notice and an opportunity to be heard. If the court or FCC determines that the Association rule is enforceable, a fine may be imposed pursuant to the Declaration. To the extent permitted by law, the Association shall be entitled to reasonable attorney fees, costs, and expenses incurred in the enforcement of this policy.

(h) Separateness. In the event that any part of provision of this Article X, Section 8 shall be judged unlawful or unenforceable under Tennessee law or the FCC Rule, the remainder of this Resolution shall nonetheless survive and remain in full force and effect.

ARTICLE XI
USE RESTRICTIONS

Section 1. Use Restrictions. In addition to all other covenants contained herein, the use of the Property is subject to the following:

(a) Residential Use. Except with regard to Retail Units or as otherwise provided in this Declaration, including Section 1(q) of this Article, each Unit shall be used as a residence and for no other purposes, and there shall not be constructed or maintained upon any Unit more than one single-family residence. Except as otherwise provided in this Declaration, the Common Elements shall be used for recreational, social and other purposes directly related to the single-family use of the Units authorized hereunder.

(b) Maintenance of Exterior and Interior. Except as provided in Article IV, Section 1, each Owner shall be responsible for the maintenance of, and shall maintain,

the exterior and interior of its Unit, including interior walls, exterior and interior windows, glass, ceilings, floors, doors, windows, and permanent fixtures and appurtenances thereto, in a clean, sanitary, and attractive condition.

(c) Maintenance of Unit. Except as provided in Article IV, Section 1 or to the extent that maintenance is performed by the Association, each Owner shall (1) keep its Unit free from rubbish and litter; (2) within any enclosed courtyard or patio, maintain, cultivate, and keep in good condition and repair shrubs, trees, grass, lawns, plantings, and other landscaping located therein; and (3) within any enclosed courtyard or patio, replace dead plants, shrubs, trees, grass, or landscaping of the same or similar type. If any irrigation system is in place on any Unit within any enclosed courtyard or patio, the Association may require that the Owner maintain such irrigation system and keep such system in use to the extent required to keep a maintain a healthy lawn.

(d) Association to Landscape Common Elements. Except as otherwise provided herein, the Association shall have the right and the obligation at any time to plant, replace, maintain, and cultivate shrubs, trees, grass, plantings, and other landscaping upon the Common Elements located on the Property, and, subject to the conditions stated below, on all or any portion of a Unit maintained by the Association under Article IV, Section 1. No Owner shall remove, alter, or injure in any way any shrubs, trees, grass, plants or other landscaping placed upon or about a Unit by Declarant or the Association, without first obtaining the written consent of the Board.

(e) Signs and Billboards; Exterior Lights. No sign or billboard of any kind shall be displayed to the public view on any Unit or portion of the Common Elements, except approved signs on Retail Units, except for (1) directional or informational signs, established by Declarant or the Association, (2) signs used by Declarant, or by its successors or assigns, to advertise the Property, provided such signs are located on the Common Elements or on Units owned by Declarant, and (3) signs not in excess of six square feet per side erected by an Owner upon that Owner's Unit to advertise the sale of that Unit, provided that the Board may establish or require a common signage system for such purposes and such system shall prevail over the general provisions of this subsection. No floodlights, directional lights or lights that cast illumination on the exterior of the Owner's Unit shall be permitted on any Unit or Unit.

(f) Holiday Decorations. Holiday decorations within and on the exterior of Units and on Units are permitted, subject to the following: (i) No decoration that includes lights or sound may constitute a nuisance or undue interference with the quiet enjoyment of neighbors, as determined by the Board or the managing agent on behalf of the Board. In making such determination, the Board may reasonably consider such factors as sound level, flashing or strobe lighting effects, and the offensive nature of decorations to a reasonable person (by way of example, particularly graphic Halloween decorations); (ii) no display with illumination or sound may remain on past 10:00 p.m. or such other time limit as may be established by the Board from time to time; and (iii) no decoration shall remain on display or be visible from the exterior of the Unit, whether illuminated or not, for more than fifteen (15) days after the holiday event. The Board shall have the authority to establish such dates in the event of any question.

(g) Quiet Enjoyment. No noxious, offensive or illegal activity shall be carried on, in or upon any Unit or any part of the Property, nor shall anything be done thereon that may be or may become an annoyance or nuisance to the neighborhood, that shall interfere in any way with any Owner's quiet enjoyment of its respective Unit, or that shall increase the rate of insurance in any way. Nothing in this section shall be construed to prohibit the normal retail activities of occupants of the Retail Units.

(h) Temporary Structures. No structure of a temporary character or other out-building shall be used on any Unit or the Common Elements at any time as a residence or otherwise, either temporarily or permanently. Notwithstanding the foregoing, Declarant or its agents shall have the right to conduct any business necessary for the sale of Units, including showing model Units and maintaining a sales and/or construction office on the Common Elements or in any Unit owned by Declarant. In furtherance thereof Declarant shall have an easement over all of the Common Elements for ingress, egress and parking for itself, its agents, employees, and prospective buyers of Units for so long as Declarant or any subsidiary or affiliated company owns any interest in the Property, and Declarant may block or restrict access over and across roadways so long as access to a particular Unit owned by a Person other than Declarant is not prohibited.

(i) Animals. No animals, reptiles, rodents, livestock, birds, or poultry of any kind shall be raised, bred or kept in or on any Units, except that a maximum of two dogs, cats or such other household pets approved by the Association (or a combination thereof not to exceed a total of two pets) may be kept in a Unit, provided such pets are not kept, bred or maintained for any commercial purposes and provided that no aggressive breeds of dogs may be kept, as determined by the Board from time to time. Notwithstanding the foregoing, no household animal may be kept in or about any Unit if such keeping results in an annoyance or is obnoxious to residents in the vicinity. In any event, each Owner shall be absolutely liable to all remaining Owners, their families, guests, invitees and tenants and to the Association for any and all damage to person or property caused by any pets brought or kept in or upon any Unit or on the Common Elements by any Owner or by members of its family, guests or invitees. Each Owner shall be responsible for cleaning up after its pet. No pet may be off-leash when not within the Owner's Unit, except to the extent that the Association maintains designated off-leash areas. The Board shall determine conclusively, in its sole and absolute discretion, whether, for the purpose of this subparagraph (h), an animal is appropriately considered as a household pet or not, and whether any household pet is a nuisance and therefore to be removed from the Property. The Board may permit variances to the restrictions set forth in this subsection in the Board's sole discretion; provided only that the Board treat similarly situated Owners in a similar manner. The Board may further establish rules and regulations for control of animals and household pets, and may impose Fines for violations in addition to requiring removal of animals from the Development.

(j) Garage and Driveways. Every garage door shall be equipped with a remote-controlled garage door opener, and every garage door shall be kept closed except when the garage is being entered or exited. All driveways shall be paved with a hard-surfaced material in accordance with the Design Code.

(k) Vehicles. No truck, trailer, camper, boat, van or similar equipment or disabled car shall be permitted to remain upon or within the Common Elements unless on

a space designated for such use by the Association. No such equipment may be stored or permitted to remain upon a Unit or any portion of the Common Elements for more than forty-eight (48) hours unless stored in an enclosed garage.

(l) Exterior Structures. No fences, ornamental screens, awnings, screen doors, sunshades, walls, or hedges shall be erected or permitted upon the Property, except such as are installed in accordance with the initial construction of the improvements or approved by the Association as provided in Article X. No building, including out-buildings, patios, fences, and porches, shall be removed from, erected on, placed or altered on any Unit, or any portion of the Common Elements, until the construction plans and specifications and a plan showing the exact location of the structure or improvements have been approved in writing by the Design Review Committee with respect to quality of workmanship and materials, harmony of external design with existing structure or structures, and location as provided in Article X. Any alteration in the exterior color of any structural improvement shall likewise be subject to the prior approval of the Association. The prohibitions set forth herein shall not apply to Declarant.

(m) Garbage Collection. All rubbish, trash, and garbage shall be removed from the Property regularly and shall not be allowed to accumulate thereon. All refuse containers, clothes lines, woodpiles, storage areas, machinery, or equipment shall be kept in such a manner as not to be visible from neighboring property or contiguous streets, subject to approval by the Board. No incinerators shall be kept or maintained on any Unit. Refuse containers placed outside for trash pickup shall be returned to non-visible areas no later than the end of the day on which pickup is made.

(n) Taxes and Utilities. Each Owner shall pay any real and personal property taxes or charges assessed against his respective Unit and the utility charges for said Unit.

(o) Infections, Plant Diseases or Insects. No Owner shall permit anything or condition to exist upon any portion of such Owner's Unit that shall induce, breed, or harbor infections, plant diseases, vermin or noxious insects.

(p) Reasonable Inspection and Entry. The Board shall have the right of inspection and entry onto Units in order to perform the duties and obligations of the Board under this Declaration and under the Bylaws. In addition, the Declarant, the Association, and their designees shall have the right to enter upon a Unit for the purpose of cutting grass, hedges and shrubbery and providing maintenance agreed upon with the Owner thereof.

(q) Trade or Business. No gainful profession, occupation, trade or other nonresidential use shall be conducted in any Unit or upon the Common Elements or any portion thereof without the prior approval of the Board. The Board may disapprove such a trade or business in the event that it determines that the trade or business would have a negative impact on the Property, including, without limitation, creating problems related to traffic, parking or security. In determining whether to approve a trade or business conducted in a Unit, the Board shall be provided with detailed information on (i) the type of trade or business and (ii) the activities related thereto that could potentially affect the Property. In the event that the Board approves a certain trade or business (the "Approved Use"), then so long as the activities related to that Approved Use do not materially

change from the activities described to and approved by the Board, the Board (whether or not the composition of the Board changes) shall not have the right to disapprove the Approved Use after the date of the original approval, subject to subparagraph (r) below.

(r) Compliance with Law. The Association and 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 the Units.

(s) Damage from Plants. No Owner shall permit any plant, tree, shrubbery or other similar item to exist upon any portion of such Owner's Unit that shall damage or create a nuisance on another Unit or that has not been approved by the Design Review Committee. The Board shall determine conclusively, in its sole and absolute discretion, whether, for the purpose of this paragraph, a particular plant, tree, shrubbery, or other similar item is a nuisance and therefore to be removed from the Property.

(t) Window Coverings. Any drapes or window treatments in any Unit which can be seen from the exterior of a Unit shall be lined or backed with material which is white, off-white or neutral so that no other color other than these hereinabove set out can be seen on the window treatment from the exterior, except as may be approved by the Design Review Committee.

(u) Wells. No private wells may be drilled or maintained on any Unit without the prior written consent of the Design Review Committee.

(v) Laundry. Without the express permission of the Design Review Committee, no Owner, guest, or tenant, shall hang laundry from any area within or outside a Unit if such laundry is within the public view, or hang laundry in full public view to dry, such as on balcony or terrace railings.

(w) Firearms. Discharge of firearms is prohibited; provided, the Board shall have no obligation to take action to prevent or stop such discharge.

Section 2. Additional Restrictions. The Board of Directors shall be entitled to invoke additional rules and regulations from time to time for the operation, use and maintenance of the Property located within its jurisdiction, including the Units and the Common Elements, provided such rules and regulations are not inconsistent with this Declaration.

Section 3. Restriction on Rentals. Except for Retail Units, for a period of thirty-six (36) months from the date of recordation of this Declaration, no Unit shall be rented to a non-Owner. From and after the expiration of such period, no Unit other than Retail Units shall be rented to a non-Owner except with the prior written consent of the Association.

(a) If an Owner shall desire to rent its Unit to a third-party, the Owner may be required by the Association to submit to the Association all of the following, in form and content satisfactory to the Association:

(i) An application for rental providing, among other things, the identity of the Unit, the name of the proposed tenant and occupants, the proposed

term of the rental, and contact information for the Owner while not occupying the Unit.

(ii) A copy of a qualifying lease. For purposes of this section, a qualifying lease is one that is for a term not less than twelve (12) months and that expressly advises tenant that the Unit is subject to the Declaration and that the tenant is responsible for compliance with the Declaration and all other rules and regulations adopted by the Association from time to time.

(iii) A copy of a background check on the prospective tenant and all occupants of the Unit provided with the written consent of the prospective tenant and that indicates no prior criminal convictions or any sex offender status or other matter reasonably objected to by the Association.

(iv) Any fee charged by the Association for review of the application and other material.

(v) Upon approval, a copy of the executed tenant lease.

(b) A failure to procure approval prior to leasing a Unit shall constitute a violation of the Declaration and, among other things, the Association shall be entitled to injunctive relief against such Owner and the tenant, the Owner acknowledging that legal remedies may not be adequate. The Owner shall be subject to all expenses of the Association resulting from any such violation, including without limitation reasonable attorney fees and other costs of enforcement.

(c) The Association may require any Owner to evict any tenant who fails to follow the rules for conduct within the Development as established by the Association from time to time.

ARTICLE XII
GENERAL PROVISIONS

Section 1. Term. The covenants and restrictions of this Declaration shall run with and bind the Property, and shall inure to the benefit of and shall be enforceable by the Association or the owner of any of the Property subject to this Declaration, their respective legal representatives, heirs, successors and assigns, for a term of thirty (30) years from the date this Declaration is recorded. After the initial thirty (30) year term has expired, the term of this Declaration shall be automatically extended for successive periods of ten (10) years, unless an instrument in writing, signed by sixty-seven percent (67%) of the then Owners, has been recorded within the year preceding the beginning of each successive ten-year period, agreeing to change said covenants and restrictions, in whole or in part, or to terminate the same.

Section 2. Amendment. During the Declarant Control Period, Declarant may unilaterally amend this Declaration subject only to the requirement that nothing in such amendment violate any requirement of the Federal Housing Administration, Veterans Administration or Federal National Mortgage Association. Further, so long as Declarant owns any portion of the Development, Declarant may unilaterally amend this Declaration so long as such amendment is designed to comply with any law, regulation or provision of the Federal

Home Loan Mortgage Corporation or Federal National Mortgage Association. Further, this Declaration may be amended by a sixty-seven percent (67%) affirmative vote of those Members present at any duly called meeting, and the written approval of the Declarant during the Declarant Control Period. Any amendment shall not become effective until recorded in the Register's Office for Davidson County, Tennessee. No amendment may remove, revoke, or modify any right or privilege of Declarant without the written consent of Declarant or the assignee of such right or privilege.

Section 3. 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 no 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 officers' and directors' liability insurance to fund this obligation, if such insurance is reasonably available.

Section 4. Delegation of Use. Any Owner may delegate, in accordance with the Bylaws of the Association, his or her right of enjoyment to the Common Elements and facilities to the members of his or her family, tenants and social invitees, subject to such rules and regulations as the Board of Directors may adopt.

Section 5. Easements of Encroachment. There shall be reciprocal appurtenant easements of encroachment as between each Unit and such portion or portions of the Common Elements adjacent thereto or as between adjacent Units, due to the unintentional placement or settling or shifting of the improvements constructed, reconstructed or altered thereon (in accordance with the terms of this Declaration) to a distance of not more three (3) feet, as measured from any point on the common boundary between each Unit and the adjacent portion of the Common Elements or as between said adjacent Units, as the case may be, along a line perpendicular to such boundary at such point; provided, however, in no event shall an easement for encroachment exist if such encroachment occurred due to willful conduct on the part of an owner, tenant or the Association. There also shall be reciprocal appurtenant easements of encroachment as between each Unit and such portion or portions of the Common Elements adjacent thereto or as between adjacent Units, due to the placement or settling or shifting of roof overhangs, downspouts, gutters, eaves, foundations or fireplaces/chimneys constructed, reconstructed, or altered thereon (in accordance with the terms of this Declaration) to a distance of not more than three (3) feet, as measured from any point on the common boundary between each Unit and the adjacent portion of the Common Elements or as between said adjacent Units, as the case may be, along a line perpendicular to such boundary at such point.

In the event that any streets or roadways granting ingress or egress to a Unit are included in the Common Elements, all Owners of such Units shall have a permanent easement for ingress and egress over such streets or roadways. Any conveyance or encumbrance of such streets or roadways shall be subject to such easement.

Section 6. Easements for Utilities, Etc.

(a) There is hereby reserved unto Declarant, so long as the Declarant owns any property intended for inclusion in the Development, the Association and the designees of each (which may include, without limitation, the City, and any utility), blanket easements upon, across, over, and under all of the Common Elements and, to the extent shown on any plat, over the Units for ingress, egress, installation, replacing, repairing, and maintaining cable television systems, master television antenna systems, security, and similar systems, roads, walkways, bicycle pathways, drainage systems, street lights, signage, and all utilities, including, but not limited to, water, sewers, meter boxes, telephones, gas, and electricity.

(b) Declarant hereby reserves unto itself and the Association, or their duly authorized agents and representatives, such easements as are necessary to perform the duties and obligations of the Association as set forth in this Declaration, Bylaws and Association rules.

(c) Notwithstanding anything herein to the contrary, this Declaration and the conveyance of each Unit shall be subject to all easements heretofore or hereafter granted by Declarant or by the Board for the installation and maintenance of utilities and drainage facilities necessary for the development of the Property.

(d) Whenever sanitary sewer connections, water connections, or electricity, data, television, gas or telephone lines are installed within the Property, which connections or any portion thereof lie in or upon the Common Elements or Units owned by Owners other than the Owners of the Units served by said connections, the Owner of each Unit served by said connections shall have the right, and hereby is granted an easement to the full extent necessary therefor, to enter upon or have the utility companies enter upon the Unit or Common Elements upon which said connections, or any portion thereof, lie for the purpose of repairing, replacing and generally maintaining said connections as and when the same may be necessary.

(e) Whenever sanitary sewer connections, water connections, or electricity, data, television, gas or telephone lines are installed within the Property, which connections serve more than one Unit, the owner of each Unit served by said connections shall be entitled to full use and enjoyment of such portions of said connections as serve his Unit.

(f) In the event of a dispute between Owners with respect to the repair or rebuilding of said connections, or with respect to the sharing of the cost thereof, then upon the written request to the Association of any one of such Owners, the matter shall be submitted to the Board, which shall decide the dispute and make a Special Assessment against any or all of the Owners involved, which Special Assessment shall be collected and enforced in the manner provided by Article IX of this Declaration.

(g) Each of the easements provided for in this Declaration shall be deemed established upon the recordation of this Declaration and thenceforth shall be deemed covenants running with the land for the use and benefit of the Units and the Common Elements, as the case may be, superior to all other encumbrances applied against or in favor of any portion of the Property.

Section 7. Yard Easements. To allow the most efficient use of a Unit, while complying with governmental setback requirements, a portion of a Unit along a Unit line may be subject to an easement for use by the adjoining Unit Owner. Such easements may be designated on the Plat, a Supplemental Declaration, the Design Code, or on the deed from the Declarant to an Owner.

Section 8. Construction and Sale by Declarant. Notwithstanding any provisions contained in the Declaration to the contrary, so long as construction and initial sale of Units shall continue, it shall be expressly permissible for Declarant to construct, maintain and carry on upon portions of the Property, other than Units owned by persons other than Declarant, such facilities and activities as, in the sole opinion of Declarant, may be reasonably required, convenient, or incidental to the construction or sale of such residences, including, but not limited to, business offices, signs, Units, utilities, model units, and sales offices, and the Declarant and its invitees shall have an easement for access to such facilities. The right to maintain and carry on such facilities and activities shall include specifically the right to use Units owned by the Declarant as models and sales offices. Declarant may further delegate all of the privileges set forth in this Section 8 to any Builder or other party in the discretion of Declarant. This Section may not be amended without the express written consent of the Declarant.

Section 9. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions, which shall remain in full force and effect. Each covenant and restrictions shall be enforced to the fullest extent permitted by law.

Section 10. Right of Entry. The Association shall have the right to enter into any Unit for emergency, security, and safety, which right may be exercised by the Association's Board of Directors, officers, agents, employees, managers, and all policemen, firemen, ambulance, personnel, and similar emergency personnel in the performance of their respective duties. Except in an emergency situation, entry shall only be during reasonable hours and after notice to the Owner. It is intended that this right of entry shall include the right of the Association to enter a Unit to cure any condition which may increase the possibility of a fire or other hazard in the event an Owner fails or refuses to cure the condition upon request by the Board. The Board may levy a Special Assessment against such Owner equal to the cost and expense incurred by the Association in curing such condition.

Section 11. Enforcement. The Association, or any Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 12. Use of the Words "Porter Village." No Person shall use the words "Porter Village" in relation to the Development or any derivative thereof in any printed or promotional material without the prior written consent of the Declarant.

Section 13. Right of Action. All Owners hereby acknowledge and agree that the Association shall not be entitled to institute any legal action against anyone on behalf of any or all of the Owners which is based on any alleged defect in any Unit or the Common Elements, or any damage allegedly sustained by any Owner by reason thereof, but rather, that all such actions shall be instituted by the Person(s) owning such Units or served by such Common Elements or allegedly sustaining such damage. Notwithstanding the above, once Declarant no longer has the right to appoint and remove directors and officers, as set forth in the Bylaws, the Board of Directors may negotiate the resolution of any alleged defect(s) in the Common Elements on behalf of the Owners and shall have the right and authority to settle and release on behalf of any and all of the Owner's claims, causes of action, damages and suits involving the same. Any such settlement and release shall bind all Owners and their successors and assigns.

Section 14. Disclosures. Each Owner acknowledges the following:

(a) The Development is located adjacent to thoroughfares that may be affected by traffic and noise from time to time and may be improved and/or widened in the future.

(b) The views from an Owner's Unit may change over time due to, among other circumstances, additional development and the removal or addition of landscaping.

(c) No representations are made regarding the zoning of adjacent property, or that the category to which adjacent property is zoned may not change in the future.

(d) No representations are made regarding the schools that currently or may in the future serve the Development or any Unit.

(e) Since in every neighborhood, there are conditions that different people may find objectionable, it is acknowledged that there may be conditions outside of the Property that an Owner may find objectionable and that it shall be the sole responsibility of the Owners to become acquainted with neighborhood conditions that could affect the Unit.

(f) All Owners acknowledge and understand that Declarant and Builders will be constructing/renovating portions of the Development and engaging in other construction activities related to the construction of Common Elements and improvement of Units. Such construction activities may, from time to time, produce certain conditions on the Development, including, without limitation: noise or sound that is objectionable because of its volume, duration, frequency or shrillness; smoke; noxious, toxic, or corrosive fumes or gases; obnoxious odors; dust, dirt or flying ash; unusual fire or explosion hazards; temporary interruption of utilities; and/or other conditions that may threaten the security or safety of persons on the Development. Notwithstanding the foregoing, all Owners agree that such conditions on the Development resulting from renovation and construction activities shall not be deemed a nuisance and shall not cause Declarant and its agents to be deemed in violation of any provision of the Declaration.

ARTICLE XIII
DECLARANT'S RIGHTS

Section 1. Withdrawal or Addition of Property. Declarant reserves the right to amend this Declaration, for the purpose of removing any portion of the Property that has not yet been improved with structures from the coverage of this Declaration or to add additional property to be subject to this Declaration by Supplemental Declaration. Such amendment shall not require the consent of any Person other than the Owner(s) of the property to be withdrawn, if not the Declarant. If the property is Common Elements, the Association shall consent to such withdrawal. The inclusion of real property in the term "Development" or on Exhibit A to this Declaration shall not be deemed to obligate Declarant to acquire such real property or to include such property within the Property or the Development except in the sole discretion of Declarant.

Section 2. Development in Phases. Declarant intends to develop the Property and the Development in two or more Phases. Accordingly, the number of Units and types of Units will be increased from time by the recording of Supplemental Declarations and/or Plats. The inclusion of any land in the definition of the Property shall not preclude the Declarant from exercising full control over such land until such time as a Plat shall be recorded submitting the land and the Property to specific units, condominiums, or other improvements.

Section 3. Marketing and Sales Activities. Declarant and builders authorized by Declarant may construct and maintain upon portions of the Development and the Common Elements such facilities and activities as, in Declarant's sole opinion, may be reasonably required, convenient, or incidental to the construction or sale of Units, including, but not limited to, business offices, signs, model units, and sales offices. Declarant and authorized Builders shall have easements for access to and use of such facilities at no charge.

Section 4. Right to Develop. Declarant and its employees, agents, and designees shall have a right of access and use and an easement over and upon all of the Common Elements for the purpose of making, constructing and installing such improvements to the Common Elements as it deems appropriate in its sole discretion.

Section 5. Right to Approve Changes in Design Standards. No amendment to or modification of any restrictions and rules or architectural guidelines shall be effective without prior notice to and the written approval of Declarant so long as Declarant owns property subject to this Declaration or which may become subject to this Declaration in accordance with this Article.

Section 6. Right to Transfer or Assign Declarant Rights. Any or all of Declarant's special rights and obligations set forth in this Declaration or the Bylaws may be transferred in whole or in part to other Persons; provided, the transfer shall not reduce an obligation nor enlarge a right beyond that which Declarant has under this Declaration or the Bylaws. No such transfer or assignment shall be effective unless it is in a written instrument Declarant signs and records. The foregoing sentence shall not preclude Declarant from permitting other Persons to exercise any right reserved to Declarant in this Declaration as an agent, employee or contractor of Declarant where Declarant does not intend to transfer such right in its entirety, and in such case it shall not be necessary to Record any written assignment unless necessary to evidence Declarant's consent to such exercise. In the event Declarant ceases to act as Declarant and abandons its role as Declarant after the end of the Declarant Control Period, then the Association

shall have and may exercise all rights of Declarant without the necessity of a written assignment by the Declarant that fulfilled Declarant's obligations prior to such transfer.

Section 7. Termination of Rights. The rights contained in this Article shall not terminate until the earlier of (a) forty (40) years from the date this Declaration is recorded; or (b) recording by Declarant of a written statement that all development and sales activity has ceased.

ARTICLE XIV
EASEMENT TO INSPECT AND RIGHT TO CORRECT

Section 1. Easement. Declarant reserves for itself, the General Contractor (defined below) and such other persons as each may designate, perpetual, non-exclusive easements throughout the Property to the extent reasonably necessary for the purposes of access, inspecting, testing, redesigning, correcting, modifying or improving any portion of the Property, including Units, the Common Elements and the Limited Common Elements. Pursuant to this Section and any express warranty provided by either party, Declarant and General Contractor shall have the unilateral right, at any time, to redesign, correct, modify or improve any part of the Property, including Units, the Common Elements and the Limited Common Elements, to the extent reasonably necessary to correct any design defect, construction-related defect or other construction-related problem, to improve the operational efficiency and structural integrity of any improvement located on the Property, and to otherwise provide a superior or enhanced housing product within the Property.

Section 2. Right of Entry. In addition to the above easement, Declarant for itself and General Contractor reserves a right of entry into any Unit or Limited Common Elements upon reasonable notice to the Unit Owner; provided, however, notice shall not be required in an emergency. Entry into a Unit shall be only after Declarant or General Contractor notifies the Unit Owner (or occupant) and agrees with the Unit Owner regarding a reasonable time to enter the Unit to perform such activities. Unit Owner agrees to cooperate in a reasonable manner with Declarant and General Contractor in their exercise of the rights provided to it by this Section. Entry onto the Common Elements and into any improvements and structures thereon may be made by Declarant or General Contractor at any time with advance notice to the Association; provided, however, in an emergency, such notice shall not be required and Declarant and General Contractor shall be permitted to enter upon any portion of the Property without advance notice or consent.

Section 3. Notice Requirement. Upon notice, observation, or suspicion of a design defect, construction-related defect or other construction-related problem with any improvement located on the Property, including the Common Elements, the Limited Common Elements and any Unit, the Association immediately shall notify Declarant and General Contractor of such issue in writing and, in the case of a condition posing an imminent threat of damage to person or property, telephonically. Upon such notice, Declarant or General Contractor shall have the right to come onto the Property to observe the defect or problem and unilaterally to undertake any corrective measures that it deems appropriate without the additional consent or participation of the Association or the Unit Owner(s). The rights of notice, inspection and correction granted to Declarant and General Contractor pursuant to this Section shall be provided by the Association and any affected Unit Owner prior to the Association and any affected Unit Owner consulting with, hiring or retaining, in any capacity whatsoever, any third party to examine, correct, repair

or improve any design defect, construction-related defect or other construction-related problem with the Property, any Common Element, Limited Common Element or Unit. Failure by the Association or any Unit Owner to provide Declarant and General Contractor with the above described notice, inspection and cure rights granted to it by this Section, automatically shall constitute an absolute and unconditional waiver of any legal claim or other claim or remedy whatsoever, including any warranty claims and any right to file a claim in arbitration, that the Association or the Unit Owner(s) otherwise may have regarding such defect or problem absent such waiver.

Section 4. Damage. Any damage to the Property, a Unit, the Limited Common Elements or the Common Elements resulting from the exercise of the easement and right of entry described in the above subsections of this Section promptly shall be repaired by, and at the expense of, the party exercising this easement; provided, however, the obligation to repair shall be limited to restoring the affected area to the same approximate condition and state of repair which existed prior to the undertaking of the work permitted by this easement and after taking into account the nature of any corrective work or improvement so performed by Declarant or General Contractor pursuant to this Section.

Section 5. No Implied Warranty and Enforcement. THE TERMS OF THIS SECTION SHALL NOT BE DEEMED TO PROVIDE ANY IMPLIED OR EXPRESS WARRANTY RIGHTS WHATSOEVER BY DECLARANT AND GENERAL CONTRACTOR TO THE ASSOCIATION OR ANY OWNER, AND DECLARANT AND GENERAL CONTRACTOR EXPRESSLY DISCLAIM ANY AND ALL IMPLIED WARRANTIES, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, TO THE FULLEST EXTENT PERMITTED BY TENNESSEE LAW. Declarant and General Contractor may seek enforcement of the rights afforded to each of them under this Section by filing an action at law or in equity, including specifically the remedy of specific performance, in the appropriate court of competent jurisdiction in the State of Tennessee and notwithstanding to the contrary any arbitration provision set forth in this Declaration or any other instrument whatsoever.

Section 6. General Contractor, Notices and Amendment. As used in this Section, the term "General Contractor" shall mean any contractor hired for the purpose of constructing any portion of the Project, their respective employees, officers, directors, agents, subsidiaries, affiliates and assigns as well as all subcontractors hired by General Contractor (or subcontractors of such subcontractors) to perform work on the Property, the Common Elements, the Limited Common Elements and any Unit. Notices to General Contractor shall be delivered to such notice address as may be posted or amended from time to time by General Contractor upon the filing of a new notice address in the appropriate land records where the Development is located with cross-reference to this Declaration. General Contractor is an express beneficiary of the terms set forth in this Section, and the terms of this Section may not be amended in any manner whatsoever without General Contractor's prior written consent. Declarant covenants with General Contractor that it immediately shall forward to General Contractor any notice whatsoever that Declarant receives from the Association or any Unit Owner regarding any alleged design defect, construction-related defect or other construction-related problem whatsoever regardless of whether or not such notice also shall be addressed to General

Contractor and regardless of whether or not Declarant determines that such complaint is without merit.

ARTICLE XV
ARBITRATION AND ACTIONS AGAINST THE GENERAL CONTRACTOR AND/OR DECLARANT

Section 1. Prerequisites to Actions Against Declarant or General Contractor. Prior to filing a civil action or arbitration claim of any nature whatsoever against Declarant or General Contractor (as defined below), and prior to consulting with, retaining or hiring in any capacity whatsoever, any third party consultant, advisor, property inspector, architect, engineer, contractor or repairmen to correct the problem or to examine, investigate, or advise the Association or any Owner with respect to any suspected or reasonably inferable design defect, construction-related defect or other construction-related problem with the Property, Common Elements, the Limited Common Elements and any Unit, the Association and Unit Owner shall first notify Declarant and General Contractor of the alleged or suspected problem and shall first provide Declarant and General Contractor with a reasonable opportunity to inspect and repair the problem pursuant to the terms of Section 1 above. For the purposes of this Section, a minimum of sixty (60) days from first notice to Declarant or General Contractor shall be deemed a reasonable opportunity for Declarant and General Contractor to inspect and repair any alleged or suspected problem; provided, however, in certain circumstances, this period of time may be longer depending on the complexity of the condition and the length of time reasonably necessary to obtain parts and services from third parties as such additional time shall be communicated to the Association and Unit Owner by Declarant or General Contractor. After the above right to inspect and correct period elapses, the Association may bring an action against Declarant or General Contractor to recover damages resulting from construction defects in any of the Common Elements or Limited Common Elements only. Such action may be maintained by the Association only after doing the following, including, but not limited to, the following:

(a) The Association obtains the written approval of each Unit Owner whose interest in the Common Elements or Limited Common Elements will be the subject of the action;

(b) The Association obtains the affirmative vote of the Unit Owners to which at least sixty-seven percent (67%) of the votes of the members of the Association are allocated;

(c) The full Board of Directors and, as applicable, the General Contractor and Declarant have met in person and conferred in a good faith attempt to resolve the Association's Claim or the General Contractor and/or Declarant has definitively declined or ignored the requests to meet with the Board of Directors.

(d) At least three business days in advance of any vote to commence an action by the Association to recover damages resulting from construction defects in any of the Common Elements or Limited Common Elements, the attorney representing the Association shall provide to each Unit Owner a written statement that includes, in reasonable detail:

(i) The defects and damages or injuries to the affected Common Elements or Limited Common Elements;

(ii) The cause of the defects, if the cause is known;

(iii) The nature and the extent that is known of the damage or injury resulting from the defects;

(iv) The location of each defect within the affected Common Elements or Limited Common Elements, if known;

(v) A reasonable estimate of the cost of the action or mediation, including reasonable attorneys' fees and costs, expert fees, and the costs of testing; and

(vi) All disclosures that the Unit Owner is required to make upon the sale of the Unit.

(e) The Association or an attorney for the Association shall not employ a person to perform destructive tests to determine any damage or injury to a Unit, Common Element, or Limited Common Element caused by a construction defect unless:

(i) The person is licensed as a contractor pursuant to law;

(ii) The Association has obtained the prior written approval of each Unit Owner whose Master 'Unit or interest in the Common Element or Limited Common Element will be affected by such testing;

(iii) The person performing the tests has provided a written schedule for repairs;

(iv) The person performing the tests is required to repair all damage resulting from such tests in accordance with state laws and local ordinances relating thereto;

(v) The Association or the person so employed obtains all permits required to conduct such tests and to repair any damage resulting from such tests; and

(vi) Reasonable prior notice and opportunity to observe the tests is given to Declarant, General Contractor and any other party against whom an action may be brought as a result of the tests.

(f) The Association may commence an action only upon a vote or written agreement of the Unit Owners to which at least sixty-seven percent (67%) of the votes of the members of the Association are allocated. In such a case, and at least 21 calendar days before the meeting, the Association shall provide written notice to the Unit Owner of each Unit of the meeting at which the commencement of an action is to be considered or action is to be taken.

(g) The Association may, without giving notice to the Unit Owners, employ a contractor and such other persons as are necessary to make such immediate repairs to a Unit or Common Element as are required to protect the health, safety, and welfare of the Unit Owners and Occupants.

(h) Similarly, prior to any Unit Owner(s) bringing any Claim against the Declarant or General Contractor, the affected Unit Owner(s) shall first notify the Association of their intent to do so, shall meet with the Association's Board of Directors to discuss the nature and merit of their Claim and whether such Claim concerns the Common Elements, and shall provide the Association with at least sixty (60) days (if requested by the Board) to obtain the consent of the Unit Owners for the Association to join-in such Claim against the Declarant or General Contractor with respect any affected Common Elements only.

Section 2. Notice. After first complying with the terms and conditions set forth above in Section 2.1, if the Association and/or a Unit Owner(s) (singularly or collectively as the context requires, the "Claimant") desires to pursue a legal claim of any nature whatsoever against General Contractor and/or Declarant (singularly or collectively as the context requires, the "Respondent"), then the Claimant shall, no later than ninety (90) days before initiating an action against Respondent, provide service of written notice of claim on Respondent (the "Notice of Claim"). The Notice of Claim shall state that the Claimant asserts a construction defect claim. The Notice of Claim shall describe the claim or claims in detail sufficient to explain the nature of the alleged construction defects and the results of the defects. In addition, the claimant shall provide to the General Contractor or Declarant any evidence that depicts the nature and cause of the construction defect, including expert reports, photographs, and videotapes, if that evidence otherwise would be discoverable under evidentiary rules.

(a) For purposes of clarification of the above terms and conditions, a Unit Owner may file a Claim against Respondent for problems or deficiencies with his or her Unit only; a Unit Owner may not file a Claim against Respondent for problems or deficiencies with the Common Elements as all Unit Owners covenant and agree that all such Claim rights are exclusively those of the Association. The Association only may file Claims against Respondent for problems or deficiencies with the Common Elements or for problems and deficiencies affecting more than 10% of all Units in the Property and, in such case, all Unit Owners covenant and agree that the Association shall serve in a representative capacity on behalf of all such affected Unit Owners should the Association elect to do so.

Section 3. Negotiation and Mediation. If the parties do not resolve the Claim amongst themselves in accordance with the notice and opportunity to cure provisions set forth above ("Termination of Negotiations"), then Claimant shall have thirty (30) additional days to submit the Claim to mediation under the auspices of an independent, mutually acceptable agency providing dispute resolution services in the Metropolitan Nashville, Tennessee area.

(a) If Claimant does not submit the Claim to mediation within such time period, or does not appear for the mediation, Claimant shall be deemed to have absolutely, unconditionally and forever waived the Claim, and Declarant and General Contractor shall be released and discharged from any and all liability whatsoever to Claimant on account of such Claim.

(b) Any settlement of the Claim through mediation shall be documented in writing by the mediator and signed by the parties. If the parties do not settle the Claim within thirty (30) days after submission of the matter to mediation, or within such additional time as determined by the mediator, the mediator shall issue to all parties a written notice of termination of the mediation proceedings ("Termination of Mediation"). The Termination of Mediation notice shall set forth that the parties are at an impasse and the date that such mediation was terminated.

(c) Within five (5) days of the Termination of Mediation, the Claimant shall make a final written settlement demand ("Settlement Demand") to Respondent, and Respondent shall make a final written settlement offer ("Settlement Offer") to Claimant. If Claimant fails to make a Settlement Demand, Claimant's original Notice shall constitute the Settlement Demand. If Respondent fails to make a Settlement Offer, they shall be deemed to have made a "zero" or "take nothing" Settlement Offer.

Section 4. Final and Binding Arbitration. If the parties do not agree in writing to a settlement of the Claim within fifteen (15) days of the Termination of Mediation, then the Claimant shall have fifteen (15) additional days thereafter (i.e., thirty (30) days from the date of Termination of Mediation) to submit the Claim to arbitration before the American Arbitration Association pursuant to the Construction Industry Arbitration Rules of the American Arbitration Association.

(a) If not timely submitted to arbitration or if the Claimant fails to appear for the arbitration proceeding, then the Claim shall be deemed abandoned, and Respondent shall be released and discharged from any and all liability whatsoever to Claimant arising out of such Claim.

(b) This Subsection 4 is an agreement to arbitrate and is specifically enforceable under the Federal Arbitration Act, 9 U.S.C. § 2. The arbitration award (the "Award") shall be final and binding, and judgment may be entered upon it to the fullest extent permitted under the laws of the State of Tennessee.

Section 5. Allocation of Costs of Resolving Claims. Each party (regardless of the outcome of the arbitration proceeding) shall bear its own costs, including attorneys' fees, arbitration filing fees and arbitration case service fees. The parties shall share equally in all arbitrator compensation and expenses and compensation of the mediator and mediation service. Under no circumstances whatsoever shall one party be entitled to receive reimbursement from the other party for the above described costs, expenses and fees, including but not limited to attorneys' fees.

Section 6. Enforcement of Resolution. After resolution of any Claim, if any party fails to abide by the terms of any settlement agreement or Award, then any other party may file suit or initiate administrative proceedings to enforce such agreement or Award without the need to again comply with the procedures set forth above. In such event, the party taking action to enforce the agreement or Award shall be entitled to recover from the non-complying party (or if more than one non-complying party, from all such parties jointly and severally) all costs incurred in enforcing such agreement or Award, including, without limitation, attorneys' fees and court costs.

Section 7. General Contractor Beneficiary. General Contractor is an express beneficiary of the terms set forth in this Section, and the terms of this Section may not be amended in any manner whatsoever without General Contractor's prior written consent. THE TERMS OF THIS SECTION SHALL NOT BE DEEMED TO PROVIDE ANY IMPLIED OR EXPRESS WARRANTY RIGHTS WHATSOEVER BY DECLARANT AND GENERAL CONTRACTOR TO THE ASSOCIATION OR ANY OWNER, AND DECLARANT AND GENERAL CONTRACTOR EXPRESSLY DISCLAIM ANY AND ALL IMPLIED WARRANTIES, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, TO THE FULLEST EXTENT PERMITTED BY TENNESSEE LAW. Declarant and General Contractor may seek enforcement of the rights afforded to it under this Section by filing an action at law or in equity, including specifically the remedy of specific performance, in the appropriate court of competent jurisdiction in the State of Tennessee and notwithstanding to the contrary any arbitration provision set forth in this Declaration or any other instrument

ARTICLE XVI
SPECIAL FNMA/FHLMC PROVISION

Section 1. Restrictions on Certain Acts. So long as required by the Federal National Mortgage Association, the Federal Housing Administration, the Veterans Administration, or Federal Home Loan Mortgage Corporation, the following provisions apply in addition to and not in lieu of the foregoing. Unless at least two-thirds (2/3) of the first Mortgagees or Members representing at least two-thirds (2/3) of the total Association vote entitled to be cast thereon consent, the Association shall not:

(a) by act or omission seek to abandon, partition, subdivide, encumber, sell, or transfer all or any portion of the real property comprising the Common Elements which the Association owns, directly or indirectly (the granting of easements for public utilities or other similar purposes consistent with the intended use of the Common Elements shall not be deemed a transfer within the meaning of this subsection);

(b) change the method of determining the obligations, Assessments, dues, or other charges which may be levied against an Owner of a Unit (A decision, including contracts, by the Board shall not be subject to this provision where such decision is otherwise authorized by this Declaration.);

(c) by act or omission change, waive, or abandon any scheme of regulations or enforcement thereof pertaining to the architectural design or the exterior appearance and maintenance of Units and of the Common Elements (The issuance and amendment of architectural standards, procedures, rules and regulations, or use restrictions shall not constitute a change, waiver, or abandonment within the meaning of this provision.);

(d) fail to maintain insurance, as required by this Declaration; or

(e) use hazard insurance proceeds for any Common Elements losses for other than the repair, replacement, or reconstruction of such property.

Section 2. Rights of First Mortgagees. First Mortgagees may, jointly or singly, pay taxes or other charges that are in default and that may or have become a charge against the

Common Elements and may pay overdue premiums on casualty insurance policies or secure new casualty insurance coverage upon the lapse of an Association policy, and first Mortgagees making such payments shall be entitled to immediate reimbursement from the Association.

Section 3. No Priority. No provision of this Declaration or the Bylaws gives or shall be construed as giving any Owner or other party priority over any rights of the first Mortgagee of any Unit in the case of distribution to such Owner of insurance proceeds or condemnation awards for losses to or a taking of the Common Elements.

Section 4. Notice to Association. Upon request, each Owner shall be obligated to furnish to the Association the name and address of the holder of any Mortgage encumbering such Owner's Unit.

Section 5. Amendment by Board. Should the Federal National Mortgage Association, the Federal Housing Administration, the Veterans Administration, or Federal Home Loan Mortgage Corporation subsequently delete any of their respective requirements which necessitate the provisions of this Article or make any such requirements less stringent, the Board, without approval of the Owners, may cause an amendment to this Article to be recorded to reflect such changes.

Section 6. Applicability of Article XVI. Nothing contained in this Article shall be construed to reduce the percentage vote that must otherwise be obtained under this Declaration, Bylaws, or Tennessee law for any of the acts set out in this Article.

Section 7. Failure of Mortgagee to Respond. Any Mortgagee who receives a written request from the Board to respond to or consent to any action shall be deemed to have approved such action if the Association does not receive a written response from the Mortgagee within thirty (30) days of the date of the Association's request.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the undersigned Declarant has executed this Declaration effective as of the date first set forth above.

DECLARANT:

THE PORTER VILLAGE PARTNERS, a Tennessee general partnership

By: _____

Print Name: John Howard

Title: Partner

STATE OF TENNESSEE)
)
COUNTY OF DAVIDSON)

Before me, Melinda A. Gray, a Notary Public of said County and State, personally appeared JOHN HOWARD, 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 Partner of THE PORTER VILLAGE PARTNERS, the within named bargainor, a general partnership, and that he as such Partner executed the foregoing instrument for the purposes therein contained, by personally signing the name of the general partnership by himself as Partner.

Witness my hand and seal, at Office in Nashville, Tennessee, this 29th day of December, 2015.

MELINDA A. GRAY
STATE OF TENNESSEE NOTARY PUBLIC
DAVIDSON COUNTY, TENN.
My Commission Expires MAR. 8, 2016

_____
Notary Public
My Commission Expires: 3-8-16

SUBORDINATION OF DEED OF TRUST

INSBANK, a Tennessee banking corporation ("Lender"), hereby subordinates that certain Deed of Trust, Security Agreement and Fixture Filing dated as of August 3, 2015, and recorded as Instrument Number 20150804-0076880, Register's Office for Davidson County, Tennessee (the "Deed of Trust"), to the foregoing Declaration, and all future amendment, modifications or supplemental declarations to the Declaration, including without limitation any Supplemental Declaration pursuant to which additional real property within the Development may be submitted to the Declaration (collectively, the "Declaration").

The Deed of Trust shall be considered a first deed of trust lien on the Premises, as defined in the Deed of Trust, but subordinate to the Declaration, as fully as if the Declaration had been recorded prior to the Deed of Trust. The lien of the Deed of Trust is junior and inferior to that of the Declaration, and notwithstanding any foreclosure of the Deed of Trust the Declaration shall continue to encumber the property described in the Deed of Trust.

The priorities specified herein are applicable irrespective of the time or order of the attachment or perfection of any liens described herein or the time or order of recording the deeds of trust or declarations described herein, or the granting of or failure to give notice hereof.

Lender hereby warrants and represents to Declarant that Lender has not assigned, sold or transferred the Deed of Trust, or any interest therein, to any person or entity.

[SIGNATURE PAGE TO FOLLOW]

The subordination granted herein shall be continuing, irrevocable and binding on Lender and its successors and assigns.

INSBANK, a Tennessee banking corporation

By: _____

Print Name: Philip C. Fons

Title: E.V.P.

STATE OF TENNESSEE)
)
COUNTY OF Davidson)

Before me, Darla A. Ragsdale, a Notary Public of said County and State, personally appeared Philip C. Fons, 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 EVP of INSBANK, the within named bargainor, a Tennessee banking corporation, and that he as such EVP executed the foregoing instrument for the purposes therein contained, by personally signing the name of the banking corporation by himself as EVP.

Witness my hand and seal, at Office in Nashville, Tennessee, this 30 day of December, 2015.

DARLA A. RAGSDALE NOTARY PUBLIC STATE OF TENNESSEE DAVIDSON COUNTY

Darla A. Ragsdale
Notary Public
My Commission Expires: 9-11-19

EXHIBIT A

PROPERTY DESCRIPTION

Land in Nashville, Davidson County, Tennessee, being Lot 1 of Porter Road Subdivisions as shown on Final Plat, Porter Road SP of record as Instrument No. 20150731-0075882, Davidson County Register of Deeds.

Being the same property conveyed to The Porter Road Partners by Quitclaim Deed dated July 15, 2015, of record as Instrument No. 20150724-0073120, Quitclaim Deed dated July 15, 2015, of record as Instrument No. 20150724-0073121, Quitclaim Deed dated July 22, 2015, of record as Instrument No. 20150724-0073119, Quitclaim Deed dated July 15, 2015, of record as Instrument No. 20150724-0073118, and Quitclaim Deed dated July 27, 2015, of record as Instrument No. 20150804-0076879.

EXHIBIT A-1

PLAT OF UNITS

OWNER:
THE PORTER VILLAGE PARTNERS

ADDRESS: PORTER RD

NASHVILLE, DAVIDSON CO, TN 37208

LOT 1 PORTER ROAD SP RESUB

PL-20150731 0075882

TAX MAP 72-15, PARCEL 356

DATE: 12-8-2015

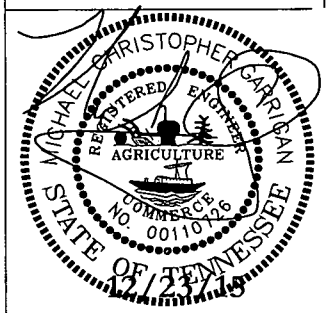
DA JOB NUMBER: 13041

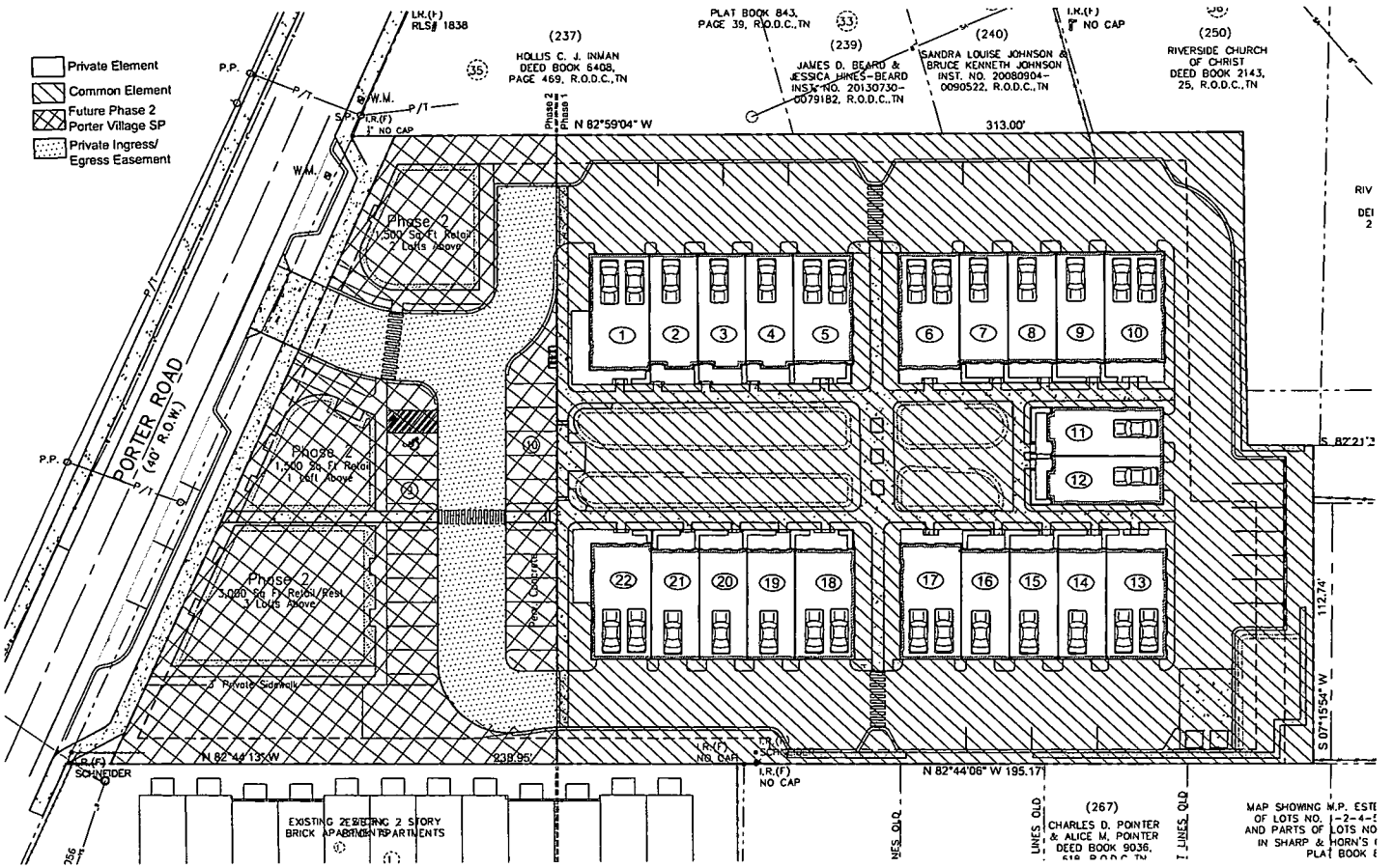
THIS DRAWING SHOULD NOT BE REPRESENTED TO BE A LAND SURVEY. IT SHOULD NOT BE RELIED UPON FOR THE CONSTRUCTION OF FENCES OR ESTABLISHING THE EXACT LOCATION OF PROPERTY LINES.

NO CORNERS WERE SET OR RESET AT THE TIME OF THIS INSPECTION.

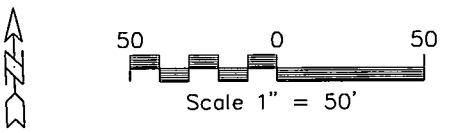
THIS SITE HAS NOT BEEN FIELD RAN BY A SURVEY CREW. BOUNDARIES ARE APPROXIMATE.

"EXHIBIT B"





PHASE 1 PORTER VILLAGE SP
A HORIZONTAL PROPERTY REGIME
WITH PRIVATE ELEMENTS



Dale & Associates
Consulting Civil Engineering/Land Planning & Zoning
Landscape Architecture/Surveying
516 Heather Place Nashville, Tn 37204 (615) 297-5166

EXHIBIT B

ASSOCIATION CHARTER

(SEE ATTACHED)

STATE OF TENNESSEE
Tre Hargett, Secretary of State
Division of Business Services
William R. Snodgrass Tower
312 Rosa L. Parks AVE, 6th FL
Nashville, TN 37243-1102

PORTER VILLAGE OWNERS ASSOCIATION, INC.
SCOTT TYRONE
1033 DEMONBREUN ST
NASHVILLE, TN 37203-4457

December 29, 2015

Filing Acknowledgment

Please review the filing information below and notify our office immediately of any discrepancies.

SOS Control # :	**000826789**	Formation Locale:	TENNESSEE
Filing Type:	Nonprofit Corporation - Domestic	Date Formed:	12/29/2015
Filing Date:	12/29/2015 2:21 PM	Fiscal Year Close:	12
Status:	Active	Annual Report Due:	04/01/2017
Duration Term:	Perpetual	Image # :	B0175-2151
Public/Mutual Benefit:	Mutual		
Business County:	DAVIDSON COUNTY		

Document Receipt

Receipt # : 002363124	Filing Fee:	$100.00
Payment-Check/MO - WALLER LANSDEN DORTCH & DAVIS LLP, NASHVILLE, TN		$100.00

Registered Agent Address:
J BRYAN ECHOLS
STE 2700
511 UNION ST
NASHVILLE, TN 37219-1791

Principal Address:
SCOTT TYRONE
1033 DEMONBREUN ST
NASHVILLE, TN 37203-4457

Congratulations on the successful filing of your **Charter** for **PORTER VILLAGE OWNERS ASSOCIATION, INC.** in the State of Tennessee which is effective on the date shown above. You must also file this document in the office of the Register of Deeds in the county where the entity has its principal office if such principal office is in Tennessee. Please visit the Tennessee Department of Revenue website (apps.tn.gov/bizreg) to determine your online tax registration requirements. If you need to obtain a Certificate of Existence for this entity, you can request, pay for, and recieve it from our website.

You must file an Annual Report with this office on or before the Annual Report Due Date noted above and maintain a Registered Office and Registered Agent. Failure to do so will subject the business to Administrative Dissolution/Revocation.

Tre Hargett
Secretary of State

Processed By: Darlene Baskin

FILED

CHARTER OF

PORTER VILLAGE OWNERS ASSOCIATION, INC.

The undersigned natural person, having capacity to contract and acting as the incorporator of a corporation under the Tennessee Nonprofit Corporation Act, adopts the following charter for such corporation:

ARTICLE 1.

The name of the corporation is PORTER VILLAGE OWNERS ASSOCIATION, INC.

ARTICLE 2.

The duration of the corporation is perpetual.

ARTICLE 3.

The address of the principal office of the corporation in the State of Tennessee shall be c/o Mr. Scott Tyrone, 1033 Demonbreun Street, Nashville, Tennessee 37203.

ARTICLE 4.

The corporation is not for profit. The corporation is a mutual benefit corporation.

ARTICLE 5.

The name and address of the incorporator of the corporation is J. Bryan Echols, 511 Union Street, Suite 2700, Nashville, Tennessee 37219.

ARTICLE 6.

The address of the registered office and the registered agent for the corporation shall be J. Bryan Echols, 511 Union Street, Suite 2700, Nashville, Tennessee 37219.

ARTICLE 7.

The purpose for which the corporation is organized is to provide an entity for the administration and operation of the mixed-use development known as PORTER VILLAGE (hereinafter collectively called the "Property" and the individual residential and commercial units that comprise the development, in accordance with the provisions of that certain

Declaration of Covenants, Conditions, and Restrictions for Porter Village, a Horizontal Property Regime with Private Elements, pertaining to said development and filed or to be filed of record in the Register's Office for Davidson County, Tennessee (hereinafter called the "Declaration"), and to use the funds collected thereunder to provide and pay for such services and things as the corporation shall deem necessary or advisable from time to time for the maintenance, improvement, and general benefit of said Property, including the approaches thereto and adjacent streets and rights-of-way, all to be in accordance with the provisions of said Declaration, and to do all such other acts and things that the corporation shall deem reasonable or necessary in connection with the foregoing purposes and to do all such other acts or things as may be allowable under the Declaration and applicable law, including the Tennessee Nonprofit Corporation Act, as amended from time to time.

ARTICLE 8.

The corporation shall have members. The members of the corporation shall be as set forth in the By-laws and the Declaration. The membership of a member shall terminate upon the sale, transfer, or other disposition of his or its ownership interest in a Unit. Change of membership in the corporation shall be consummated by the transfer of title to a Unit as set forth in the Declaration. Membership shall not terminate upon the death or termination of existence of any member. Each membership is transferable, but only to the extent set forth in Article 9 hereof.

ARTICLE 9.

Every person or entity owning a Unit of record or hereafter acquiring either the entire fee title or an undivided interest in the fee title to any Unit shall be a member of the corporation. (The foregoing is not intended to include persons or entities holding an interest in a Unit merely as security for the performance of an obligation.) Membership shall be appurtenant to the

ownership of a Unit and a member's interest in the corporation cannot be assigned, hypothecated, or transferred in any manner, except as an appurtenance to the ownership of a Unit.

ARTICLE 10.

The voting rights of members shall be as set forth in the By-Laws.

ARTICLE 11.

The affairs of the Association shall be managed by a Board of Directors consisting of the number of directors as shall be determined by the By-Laws. Directors of the Association shall be elected at the annual meeting of the members in the manner determined by the By-Laws. Vacancies on the Board of Directors shall be filled in the manner provided by the By-Laws.

Notwithstanding the foregoing, THE PORTER VILLAGE PARTNERS, a Tennessee general partnership (the "Declarant"), its successors or assigns, shall control by appointing and renewing officers and members of the Board of Directors of the Association, and in the event of vacancies, the Declarant shall fill the vacancies, until no later than the earlier of either (a) one hundred twenty (120) days after seventy-five percent (75%) of the Units have been conveyed to purchasers (excluding conveyances to affiliates of Declarant) ("Termination of Control"), and subject to the provisions of the By-Laws; provided that the Declarant may, at its option, terminate its control of the Association at an earlier date.

No director elected by the members of the corporation shall receive compensation for any service rendered to the corporation. No part of the net earnings of the corporation shall inure to the benefit of, or be distributable to any of its officers, directors, or any other private individual, except that the corporation shall be authorized to pay reasonable compensation for services rendered to or for the corporation affecting one or more of its purposes, and to make payments and distributions in furtherance of the purposes set forth herein, and no officer or director of the

corporation or any private individual shall be entitled to share in the distribution of any of the corporate assets upon the dissolution of the corporation.

On any dissolution, the corporate assets shall be distributed first to any successor not-for-profit corporation or association formed to fulfill the purposes of the Association, then to any creditors and other parties pursuant to the provisions of Chapters 51 – 68 of Title 48 of Tennessee Code Annotated, and thereafter as permitted by T.C.A. 48-63-102.

The initial Board of Directors shall have three (3) Directors, to be appointed by the Declarant.

ARTICLE 12.

The Board is expressly authorized to (a) take, on written consent without a meeting, any action that it could take by means of a regularly called and held meeting, provided that such written consent sets forth the action so taken and is signed by a majority of the directors; (b) adopt, amend, restate, or repeal any of the corporation's Bylaws; (c) by a vote of a majority of the entire Board, remove a member of the Board with cause.

ARTICLE 13.

The corporation shall be a mutual benefit corporation. The corporation may be dissolved in the event that the Property is removed from a horizontal property regime form of ownership.

ARTICLE 14.

Every director or officer of the corporation shall be indemnified by the corporation against all expenses and liabilities, including counsel fees, reasonably incurred by or imposed on such director or officer in connection with any controversy or proceeding to which he or she may be made a party, or may become involved, by reason of being or having been a director or officer at the time such expenses or liabilities are incurred, except in cases where such director or officer is adjudged to be guilty of willful misfeasance or malfeasance in the performance of his or her

duties of office; provided, that in the event of a settlement of any such controversy or proceeding, the indemnification herein shall apply only when the Board approves such settlement and any related reimbursement as being in the best interests of the corporation. The foregoing right of indemnification shall be in addition to and not exclusive of all other rights to which any director or officer may be entitled.

ARTICLE 15.

A director of the corporation shall not be liable to the corporation or its members for monetary damages for breach of fiduciary duty as a director; provided, however, that this provision does not eliminate or limit the liability of a director (i) for any breach of the director's duty of loyalty to the corporation or its members, (ii) for acts or omissions not in good faith or that involve intentional misconduct or a knowing violation of law, or (iii) for a distribution to members that is unlawful. If Tennessee law is amended or modified to authorize corporate action eliminating or further limiting the personal liability of directors, the liability of a director of the corporation shall be eliminated or limited, without the necessity of further amendment of this Charter, to the fullest extent permitted by Tennessee law. Any repeal or modification of the provisions of this Article 15 shall not adversely affect any right or protection of a director of the corporation existing at the time of such repeal or modification.

ARTICLE 16.

The Association reserves the right to amend, alter, change or repeal any provision contained in the Charter in the manner now or hereafter provided by law, and all rights conferred upon officers and directors herein are granted subject to this reservation.

Dated this 29th day of December, 2015.

J. BRYAN ECHOLS
Incorporator

EXHIBIT C

ASSOCIATION BYLAWS

BYLAWS OF

PORTER VILLAGE OWNERS ASSOCIATION, INC.

ARTICLE I
MEMBERS

Section 1. Identity.

(a) These are the Bylaws of PORTER VILLAGE OWNERS ASSOCIATION, INC. (the "Association"), a not for profit corporation, incorporated under the laws of the Tennessee Nonprofit Corporation Act.

(b) The Association has been organized for the purpose of serving as the property owners association for the mixed-use development known as PORTER VILLAGE, in accordance with the Declaration of Covenants, Conditions, and Restrictions for Porter Village, a Horizontal Property Regime With Private Elements dated December 29, 2015, and filed of record in the Register's Office for Davidson County, Tennessee (as the same may be modified, amended or restated, the "Declaration"). All capitalized terms not otherwise defined herein shall have the meanings set forth in the Declaration.

Section 2. Members. Every Owner shall be deemed to have a membership in the Association. "Owner" shall mean and refer to the Person or entity, including Declarant, who holds the record title to any Unit that is part of the Property, but excluding in all cases any party holding an interest merely as security for the performance of an obligation. If a Unit is sold under a recorded contract of sale and the contract specifically so provides, then the purchaser (rather than the fee owner) will be the Owner. For purposes of these Bylaws, "Member" shall mean the individual Owner or, if there are multiple persons or entities who are Owners of a Unit, the representative of such Owners.

Section 3. Succession. The membership of each Member shall terminate when such Member ceases to be an Owner, and upon the sale, transfer or other disposition of such Member's ownership interest in a Unit, membership in the Association shall automatically be transferred to the new Owner succeeding to such ownership interest.

Section 4. Regular Meetings. The first regular annual meeting of Members (the "First Meeting"), subject to the terms hereof, shall be held on a date to be established by Declarant in the calendar year following the year in which the first Unit has been sold. Subsequent to the First Meeting, there shall be a regular annual meeting of Members within thirty (30) days before or after each anniversary of the First Meeting. All such meetings of Members shall be held at a location in Davidson County, Tennessee, and at such time as

specified in the written notice of such meeting which shall be sent to all Members at least ten (10) days prior to the date of such meeting.

Section 5. Special Meetings. Special meetings of all Members may be called by the President or by a majority of the Members of the Board, or by Members having at least fifteen percent (15%) of the votes entitled to be cast at such meeting. Said special meetings shall be called by sending written notice to all Members not less than ten (10) days prior to the date of said meeting, stating the date, time and place of said special meeting and the matters to be considered.

Section 6. Voting. The voting rights of each Unit shall be as set forth on Exhibit D to this Declaration; provided, however, that such voting rights are based on a percentage of the total square footage within each Unit divided by the total square footage in all developed Units as of the date of any vote to be take, in each case as set forth on this Declaration or a Supplemental Declaration. As further developments or phases of the Development are subjected to this Declaration by Supplemental Declaration, the relative voting rights of each Unit Owner shall be accordingly adjusted, and it is anticipated that the relative voting rights of Unit Owners will decrease as additional Units are developed. Further, the Retail Unit Owners shall at all times from after the creation of Retail Units have no less than ten percent (10%) of the total voting rights, and the Common Maintenance Unit Owners shall have the remaining ninety percent (90%) percent of total voting rights. All voting rights of each Unit must be voted as a single vote.

(a) In the event the Owner of a Unit is more than one (1) Person, votes and rights of use and enjoyment shall be as provided herein. A Member or the Member's spouse, subject to the provisions of the Declaration and the Bylaws, may exercise the rights and privileges of membership.

(b) The membership rights of a Unit owned by a corporation or partnership shall be exercised by the individual designated by the Owner in a written instrument provided to the Secretary, subject to the provisions of the Declaration and the Bylaws.

(c) In any situation in which more than one (1) Person holds the interest in a Unit required for membership, the vote for such Unit shall be exercised as those Persons determine among themselves and advise the Secretary of the Association in writing prior to any meeting. In the absence of such advice, the Unit's vote shall be suspended if more than one (1) Person seeks to exercise it.

Section 7. Voting by Proxy.Voting by written proxy in form and substance as approved by the Secretary of the Board is allowed on any matter.

Section 8. Quorum. Except as otherwise expressly provided in the Declaration or these Bylaws, a quorum of Members for any meeting shall be constituted by Members represented in person or by proxy and holding at least ten percent (10%) of the votes entitled to be cast at such meeting.

Section 9. Notice, Voting and Attendance by Electronic Means. Any notice to the Members required to be sent or given by the Bylaws shall be deemed to have been sent if such notice is in writing and is delivered to each Member by hand delivery, overnight courier or other

form of wire or wireless communication or if sent by U.S. Mail, postage prepaid or by e-mail, to the address provided in writing from time to time by such Member to the Association. If no address is provided, notice to the address of the Unit shall suffice. Unless limited by applicable law, and notwithstanding the foregoing, the Board of Directors may establish rules and procedures from time to time that permit notices of meetings and other matters, the delivery of proxies, and voting by electronic means; provided, however, that such rules and procedures shall in each case (a) provide reasonable safeguards to authenticate electronic means of communication; (b) permit a Member to opt out of electronic procedures by an affirmative choice, in which case the foregoing rules for delivery of notices, proxies and voting shall control with regard to such Member; (c) provide that matters on which electronic votes have been cast may not be amended, unless such amendment is also submitted for vote by electronic and other means; and (d) provide that in the event a Member is physically present at a meeting called for the purpose of voting on an item, the Member may override or withdraw any electronic vote previously cast for the item.

ARTICLE II
BOARD OF DIRECTORS

Section 1. Number, Election and Term of Office. The Association shall be governed by a Board of Directors (the "Board") composed of no less than three (3) and no more than five (5) individuals (the "Directors" and each a "Director") appointed or elected as provided in these Bylaws, except that the Interim Board (as defined below) shall be composed of three (3) individuals. Prior to the First Meeting, the Board shall be an interim board composed of those individuals named in the Charter of this Association (the "Interim Board"). The Interim Board shall have and shall exercise all powers and obligations given to the Board by these Bylaws. At the First Meeting and at each annual meeting thereafter, Directors shall be appointed or elected as follows:

(a) Until the earlier of (i) one hundred twenty (120) days after conveyance of seventy-five percent (75%) of the total Units that may be created in the Development to Unit Owners other than Declarant after completion of all Phases; or (ii) fifteen (15) years after the conveyance of the first Unit to a purchaser other than the Declarant (the "Declarant Control Period"), the Declarant may appoint and remove the officers and members of the Board.

(b) Declarant may voluntarily surrender the right to appoint and remove officers and members of the Board before termination of the Declarant Control Period, but in that event the Declarant may require, for the duration of the Declarant Control Period, that specified actions of the Association or Board, as described in a recorded instrument executed by the Declarant, be approved by the Declarant before they become effective.

(c) Not later than one hundred twenty (120) days after conveyance of twenty-five percent (25%) of the Units that may be created in the Development to Unit Owners other than Declarant, at least one (1) member of the Board must be elected by Unit Owners other than Declarant.

(d) Not later than the termination of the Declarant Control Period, the Unit Owners shall elect a Board of Directors of at least three (3) members, with maximum of

five (5) members. The Owners of the Retail Units shall select one (1) Director, the Owners of the Flats shall select one (1) Director, and the Owners of the Townhome Parcels shall select one (1) Director. Any remaining Directors shall be elected by all Unit Owners in accordance with their percentage voting rights. After the termination of the Declarant Control Period, all Directors shall be Unit Owners. The Board shall elect the officers. The Board and officers shall take office upon election. At the initial election of Directors by Unit Owners, the terms of such Directors shall be set so that the terms of all Directors do not end on the same year.

(e) Notwithstanding any provision of the Declaration or Bylaws to the contrary, the Unit Owners, by a two-thirds (2/3) vote of all voting rights held by Owners present and entitled to vote at any meeting of the Unit Owners at which a quorum is present, may remove any of the Directors with or without cause, other than a member appointed by the Declarant.

Section 2. Term. Each Director shall be elected by majority vote by the Members to serve a one year term, except at the initial election two-year terms may be used in order to have staggered terms of Directors. Voting by proxy is allowed. Any Director so appointed or elected may be appointed or elected to subsequent terms as a Director; provided, however, that no Director may serve more than four (4) consecutive terms.

Section 3. Qualification. If a Director who is a Member shall cease to be a Member during that Director's term, he or she shall thereupon cease to be a Director and the position on the Board shall be deemed vacant.

Section 4. Vacancies. Any vacancy occurring in the Board shall be filled by majority vote of the remaining Directors, subject to Section 1(d) of this Article; except that the Members shall elect a Director whose position has been vacated as the result of a removal of a sitting Director by the Members. Any Director so elected to fill a vacancy shall hold office for the remainder of the unexpired term.

Section 5. Meetings. A regular annual meeting of the Board shall be held not less than ten (10) days following the regular annual meeting of Members. Other meetings of the Board shall be held upon a call by the President or by a majority of the Board, or by request of not less than ten percent (10%) of the Members, on not less than forty-eight (48) hours' notice in writing to each Director, delivered by hand delivery, overnight courier, mail, e-mail, telegram or facsimile transmission or another form of wire or wireless communication. Any Director may waive notice of a meeting, or consent to the holding of a meeting without notice, or consent to any action proposed to be taken by the Board without a meeting. A Director's attendance at a meeting shall constitute his or her waiver of notice of said meeting.

Section 6. Compensation. Directors shall receive no compensation for their services as Directors, unless expressly provided for in resolutions duly adopted separately by the Members.

Section 7. Quorum. The presence of three (3) Directors shall constitute a quorum.

Section 8. Powers and Duties. The Board shall have the following powers and duties:

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

(b) to administer the affairs of the Association and the Common Elements, including the purchasing of casualty and liability insurance authorized by the Declaration;

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

(d) to adopt rules and regulations, with written notice thereof to all Owners, governing the administration, management, operation and use of the Common Elements;

(e) to provide for the maintenance, repair, and replacement of the Common Elements, and other expenses authorized by the Declaration and payments therefor, to approve payment vouchers or to delegate such approval to the Officers;

(f) 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 Common Elements and other expenses authorized by the Declaration;

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

(h) to make architectural and other decisions as provided in the Declaration;

(i) to determine the fiscal year of the Association and to change said fiscal year from time to time as the Board deems advisable;

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

(k) to exercise any other powers and duties ascribed to the Board or the Association in the Declaration;

(l) to borrow money on behalf of the Association, to enter into agreements related to such borrowing, and to pledge Assessments, funds, property or Common Elements as security for such indebtedness; and

(m) unless otherwise provided herein or in the Declaration, to comply with the instructions of a majority of the Members, as expressed in a resolution duly adopted at any annual or special meeting of the Members.

Section 9. Delegation.

(a) 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 Members.

(b) The powers of the Board may be delegated to any person or entity or to a managing agent of the Association by written delegation or authority.

Section 10. Nature of Board Meetings. Board meetings are meetings of the Board of Directors. Members do not have a right to speak or to present matters at any Board meeting; provided, however, that the Board may establish an agenda item consisting of a period for Members to present matters for the Board (an "Open Period"). Matters submitted to the Board during the Open Period shall not be discussed or acted upon by the Board at that meeting unless the Board by majority vote adds the item to the agenda for the meeting. Members shall have a right to attend Board meetings, subject to capacity and occupancy levels of the meeting venue; provided, however, that the Board shall have the right to close the meeting to the Members if the Board desires to discuss matters involving specific Members, including without limitation enforcement actions; matters potentially involving litigation; or other matters, on approval of a majority of the Directors present.

ARTICLE III
OFFICERS

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

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

(b) a Secretary, who shall keep the minutes of all meetings of the Board and of the Members, and who shall, in general, perform all the duties incident to the office of Secretary;

(c) a Treasurer, who shall be responsible for financial records and books of account and the manner in which such records and books are kept and reported; and

(d) 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 the 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 Board at a regular or special meeting of said Board. Any officer so elected to fill

a vacancy shall hold office for the remaining unexpired term. Any Officer may be removed for cause at any time by vote of three-fifths (3/5) of the total Directors at a special meeting thereof.

Section 5. Compensation. The Officers shall receive no compensation for their services as Officers.

ARTICLE IV
ASSESSMENTS

Section 1. Annual Budget. The Board shall cause to be prepared, at least sixty (60) days before the beginning of the fiscal year and thirty (30) days prior to the meeting at which the budget shall be presented to the Members, a budget covering the estimated costs of operating the Association during the coming fiscal year (the "Operating Budget"), together with a budget that shall take into account the number and nature of replaceable assets of the Association, the expected life of each asset, and the expected repair or replacement cost of each asset for the coming fiscal year (the "Capital Budget"), said fiscal year to be determined by the Board. The Operating Budget and the Capital Budget shall be collectively referenced as the "Budget." The Operating Budget shall include a capital contribution establishing a reserve fund in accordance with the Capital Budget. The Board shall set the required capital contribution, if any, in an amount sufficient to permit meeting the projected capital needs of the Association as shown on the Capital Budget, with respect both to the amount and timing of Assessments over the period of the Budget. To the extent that the assessments and other cash income collected from the Members 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 in preparing the new Budget.

Section 2. The Board shall cause a copy of the Budget, and the amount of each General Assessment, Common Maintenance Assessment and Special Assessment to be levied against each Unit for the following year, to be delivered to each Member at least ten (10) days prior to each annual meeting. The Board shall set Assessments based on the Operating Budget and the Capital Budget. The Budget shall become effective unless disapproved at the meeting by a majority vote of the total voting rights of all Owners. In the event the Members disapprove the proposed Budget or the Board fails for any reason to determine the Budget for the succeeding year, then and until such time as a Budget shall have been determined as provided herein, the Budget in effect for the then current year shall continue for the succeeding year(s). Each Owner shall pay the Assessment relating to such Owner's Units on or before the first day of each applicable period as established by the Board from time to time. Payments shall be made to the Association or as may be otherwise directed by the Board.

Section 3. Assessments. The Board may impose and collect Assessments as set forth in the Declaration.

Section 4. 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 or quarterly or annual assessments for each Member shall be proportionate to the number of months and days in such period covered by such budget.

Section 5. 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 Member a statement for such year so ended, showing the receipts and expenditures and such other information as the Board may deem desirable.

Section 6. Supplemental Budget. In the event that during the course of any year, it shall appear to the Board that the Assessments, determined in accordance with the Budget for such year, are insufficient or inadequate to cover the estimated expenses for the remainder of such year, 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 Member, and thereupon a supplemental assessment shall be made to each Member for his proportionate share of such supplemental budget.

Section 7. Records and Statement of Account. The Board shall cause to be kept detailed and accurate records in chronological order of the receipts and expenditures of the Association, specifying and itemizing the Common Expenses incurred. Payment vouchers may be approved in such manner as the Board may determine.

ARTICLE V
AMENDMENTS

During the Declarant Control Period, these Bylaws may be amended by the Declarant, and thereafter by an affirmative vote of at least sixty-seven percent (67%) of the Members, subject to the limitations on amendments without the consent of the Mortgagees or Declarant under the Declaration. Any amendment shall not become effective until recorded in the Register's Office for Davidson County, Tennessee.

ATTORNEY'S STATEMENT FOR ATTACHMENT TO DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR PORTER VILLAGE, A HORIZONTAL PROPERTY REGIME WITH PRIVATE ELEMENTS

This documents serves as the attorney's opinion required pursuant to Tennessee Code Annotated Section 66-27-101 *et seq.*, also known as the Horizontal Property Act (the "Act") solely as to that certain Declaration of Covenants, Conditions, and Restrictions for Porter Village, a Horizontal Property Regime with Private Elements, to which this document is attached (the "Declaration"). The undersigned J. Bryan Echols, an attorney licensed to practice law in the State of Tennessee, hereby declares that all legal documents required pursuant to Tennessee Code Annotated Section 66-27-103 for the creation of a planned unit development are attached to the Declaration, including the Declaration, bylaws, a plat showing private and common elements, and a charter evidencing the organization of a townhouse corporation as that term in described in the Act, and a planned unit development shall therefore be created under the Act upon recording of such instruments. No other opinion, warranty or representation is made or shall be construed from this document, all of which are expressly disclaimed.

Witness my hand this 30th day of December, 2015.

J. BRYAN ECHOLS