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This instrument prepared by:
G. Miller Hogan II, Esq.
Hawkins Hogan PLC
205 17th Avenue North, Suite 202
Nashville, Tennessee 37203

SECOND AMENDMENT
to
DECLARATION OF ELEMENT GULCH

This Second Amendment to the Declaration of Element Gulch (herein the "Second Amendment"), is made and entered into this the 13th day of July 2016, by **Gulchetto Enterprises, LLC, a Tennessee limited liability company** (the "Declarant").

WHEREAS, The Declarant established and recorded that certain Declaration of Element Gulch dated September 9, 2015, and recorded as Instrument No. 20150930-0099318 in the office of the Register of Deeds for Davidson County, Tennessee as amended by the First Amendment to Declaration of Element Gulch dated February 4, 2016 and recorded as Instrument No. 20160208-0012097, said Register's Office (collectively, the "Declaration");

WHEREAS, the Declarant presently owns all of the Real Property and the Units described in the Declaration;

WHEREAS, the Declarant desires to convert the horizontal property regime to a Townhouse Planned Unit Development pursuant to the Tennessee Horizontal Property Act found in Tenn. Code Ann. § 66-27-201 et seq. (the "Act") and to establish and incorporate certain Private Elements as part of the development project;

WHEREAS, the Declarant has also acquired additional real property in Davidson County, Tennessee and more particularly described on **Exhibit A** attached hereto and incorporated herein by this reference (collectively, the "Phase II Property");

WHEREAS, Declarant desires to incorporate the Phase II Property into the Townhouse Planned Unit Development established by the Declaration, as amended and converted pursuant to this Second Amendment, and as permitted by Section 7.1(d) of the Declaration, and to submit the Phase II Property together with all easements, rights and appurtenances thereto and the buildings and improvements erected or to be erected thereon to the provisions of T.C.A. § 66-27-201 through 507 of the Act;

NOW, THEREFORE, the Declarant hereby amends the Declaration and submits all existing Units and the Phase II Property to the Declaration, as amended herein, which shall run with the land, and shall be binding on all parties having any right, title or interest in the Phase II Property or any part thereof, their heirs, successors, and assigns, and shall inure to the benefit of each Owner thereof.

Section 1. Definitions. Unless otherwise defined herein, all capitalized terms shall have the definitions set forth in the Declaration.

Section 2. Common Elements. Section 5.1 of the Declaration (but not the subsections) is hereby deleted in its entirety and replaced with the following: Common Elements. Except for Private Elements and Limited Common Elements as defined herein, all Common Elements are subject to the joint use and enjoyment by each and all of the Unit Owners. Without limiting the generality of the definition of Common Elements set forth in the Act, the Common Elements shall include, without limitation:

Section 3. Private Elements and Limited Common Elements. Section 5.2 of the Declaration is hereby amended as follows:

(a) Section 5.2(a) of the Declaration is hereby deleted in its entirety and replaced with the following: "Private Elements" means all contiguous improvements serving exclusively a single Unit as an inseparable appurtenance thereto, the enjoyment, benefit and/or use of which is reserved to the lawful Owner of such Unit either in this Declaration, on the Plat or later approved by the Board. A "Limited Common Element" means a portion of the Common Elements, designated in this Declaration, or on the Plat, or by the Act, for the exclusive use of one or more but fewer than all of the Units.

(b) Section 5.2(b) of the Declaration is hereby deleted in its entirety and replaced with the following: Private Elements shall include the lot area upon which each Unit is located together with all improvements located thereon, including, without limitation, the following:

(i) The separate furnace, air conditioner and water heater located within or adjacent to a Unit and serving only such Unit;

(ii) Pipes, ducts, electrical wiring and conduits located entirely within a Unit or adjoining Units and serving only such Unit or Units;

(iii) Any balconies and patios that serve only a particular Unit, including, without limitation, the private deck located on the roof of each Unit;

(iv) Such portions of the perimeter walls, floors and ceilings, doors, vestibules, windows and entryways, and all associated fixtures and structures therein, as lie outside the Unit boundaries;

(v) The utility meters serving a particular Unit;

(vi) The driveway that exclusively serves each Unit as depicted on the Plat;

(vii) The porch and stoop attached to each Unit; and

(viii) The windows, exterior pedestrian and garage doors and glass therein which exclusively serve any Unit;

(c) Except as set forth in Sections 3 and 4 of this Second Amendment, the term "Private Elements" as defined herein shall be substituted for and shall replace the term "Limited Common Elements" throughout the Declaration; provided, however, the common driveway serving Units 1, 2 and 3 as described in Section 6.1 of the Declaration shall remain a Limited Common Element for the exclusive benefit of Units 1, 2 and 3, and the provisions of Section 6.3 of the Declaration shall apply to the maintenance of such common driveway.

Section 4. Development Rights and Other Special Declarant Rights.

(a) Section 7.1(b) of the Declaration is hereby deleted in its entirety and replaced with the following: The right to allocate specified areas which constitute a part of the Common Elements, Limited Common Elements or Private Elements for the exclusive use of the Owners of Units to which these specified areas shall become appurtenant as provided in Section 5.2 of this Declaration.

(b) Section 7.1(e) of the Declaration is hereby deleted in its entirety and replaced with the following: The right to add or remove Units, Common Elements, Limited Common Elements or Private Elements within the project and to reallocate the proportion to the Unit Owner's ownership interests pursuant to any such addition or removal in accordance with Section 8.2 herein.

(c) Section 7.1(f) of the Declaration is hereby deleted in its entirety and replaced with the following: The right to subdivide one or more Units or to convert all or any part of a Unit to a Common Element, Limited Common Element or Private Element.

Section 5. Restrictions on Use, Alienation and Occupancy.

(a) Section 9.1(m) of the Declaration is hereby deleted in its entirety and replaced with the following: Rules and Regulations. In addition to the restrictions set forth in subparagraphs (a)-(l) of this Section 9.1, the use of Units, the Common Elements, Limited Common Elements and Private Elements shall be subject to such Rules and Regulations as may be adopted by the Association.

(b) Section 9.4 of the Declaration is hereby deleted in its entirety and replaced with the following: Improvement to Private Elements and Limited Common Elements. The Association shall have exclusive jurisdiction over the design and aesthetics of improvements which constitute Limited Common Elements or Private Elements on the exterior of any Unit, including, without limitation, location, colors and materials. Prior to commencing any repair to a Limited Common Element or a Private Element outside the Unit, the Unit Owner or Owners shall provide the Association with such information or drawings as the Association may reasonably request to exercise its oversight of such design and aesthetics. The Association's approval or disapproval of such location, design, color or materials shall be final and binding in the sole discretion of the Association, and any approval may be subject to such reasonable conditions as the Association may

determine. In the event one or more Unit Owners fail to maintain or repair any Limited Common Element or Private Element outside the Unit, then upon thirty (30) days written notice, the Association may complete such repair and specially assess the cost of such repair or maintenance the Unit or Units affected thereby, and such special assessment shall be a lien on such Unit or Units as set forth in Section 6.4. The Association and its representatives and contractors may enter in or on any Unit for the purpose of completing such repair without being guilty of trespass.

Section 6. Insurance. Article 11 of the Declaration is hereby deleted in its entirety and replaced with the following:

> The Association shall obtain and maintain: (i) casualty insurance at the full replacement cost for all Common Elements and Limited Common Elements and against such other risks set forth in the Bylaws, and (ii) comprehensive public liability insurance in such amounts as the Board determines. The premiums for such insurance coverage shall be a common expense unless otherwise provided; provided, however, the Board may allocate the cost of insurance for any Limited Common Elements equally among the Units served by such Limited Common Elements. In case of fire or other casualty, the insurance proceeds shall be applied to reconstruct the improvements in the manner set forth in the Bylaws. Each Unit Owner shall be responsible for obtaining his own insurance on the contents of his own Unit and the Private Elements for his Unit, as well as his additions and improvements thereto, all decorations, furnishings and personal property therein, and any personal property stored elsewhere on the Property.
>
> The Board, in its sole discretion, also shall have authority to and may obtain such other insurance and bonds as it deems desirable, in such amounts, from such sources and in such forms as it deems desirable, insuring the Property and each member of the Board and officer of the Association, and each member of any committee appointed pursuant to the Bylaws of the Association, from liability arising from the fact that said person is or was director or officer of the Association, or a member of any such committee. The premiums for such insurance and bonds shall be a common expense.

Section 7. Amendments to Bylaws.

(a) The last sentence of Article V, Section 2 of the Bylaws attached as Exhibit "C" to the Declaration is hereby deleted in its entirety and replaced with the following: No Unit Owner shall be relieved of his, her or its obligation to pay any assessment by abandoning or not using its Unit, the Private Elements, Common Elements, or Limited Common Elements.

(b) Article V, Section 9 of the Bylaws attached as Exhibit "C" to the Declaration is hereby deleted in its entirety and replaced with the following: Expenditures. Except for the engagement of a Managing Agent and expenditures and contracts specifically authorized by the Declaration and Bylaws, the Board shall not approve any expenditures in an amount in excess of ten percent (10%) of the annual budget for the current year, unless required

for emergency repair or protection or operation of the Common Elements, nor shall the Board enter into any contract for more than three (3) years, without the prior approval of the Unit Owners owning at least two-thirds (2/3) of Ownership Percentages.

Section 8. Addition of Phase II Property. Declarant owns fee simple title to that certain real property described on **Exhibit A** attached hereto and incorporated herein by this reference. Declarant hereby submits the Phase II Property, together with all easements, rights and appurtenances thereto and the buildings and improvements erected or to be erected thereon to the provisions of the Act pursuant to any and all terms, covenants, conditions, rights, obligations, liens and provisions of the Declaration of ELEMENT GULCH of record as Instrument No. 20150930-0099318 in the office of the Register of Deeds for Davidson County, Tennessee, as amended by the First Amendment to Declaration of Element Gulch dated February 4, 2016 and recorded as Instrument No. 20160208-0012097, said Register's Office.

Section 9. Phase II Plat and Units. The plat attached hereto as **Exhibit B** is incorporated herein and made a part of the Declaration (the "Phase II Plat") for the purpose of describing the project and the Units on the Phase II Property (collectively, the "Phase II Units" or individually each a "Phase II Unit"). The identifying number of each Phase II Unit is shown on the Phase II Plat. Each Phase II Unit shall constitute a "Unit" as defined in the Declaration and shall be subject to any and all terms, covenants and conditions of the Declaration, including, without limitation all rights, obligations, liens, easements, restrictions and requirements of the Declaration, and further including, without limitation, the designation of Common Elements and Limited Common Elements within the project, and all rights and obligations appurtenant thereto. The Phase II Plat shall be incorporated as part of the "Plat" as defined in the original Declaration and all provisions of the Declaration applicable to the "Plat" shall likewise apply to the Phase II Plat.

Section 10. Applicability of Declaration. Any and all terms, covenants, conditions, rights, obligations and liens of the Declaration shall apply to the Phase II Property and the Phase II Units all of which are incorporated herein by this reference as if fully set forth verbatim herein. Each owner of a Phase II Unit shall be a Member of the Association or in the case of more than one owner of a Unit such owners shall collectively constitute a single Member of the Association.

Section 11. Amendment of Allocated Interests. Exhibit "D" of the Declaration is hereby amended by deleting it in its entirety and replacing it with **Exhibit D** attached hereto and incorporated herein by this reference. The allocations set forth in Section 8.2 of the Declaration shall apply equally to all Units created by under original Declaration plus the Phase II Units created by this Second Amendment.

Section 12. No Further Amendments; Ratification. Except as expressly amended herein, all other terms, covenants and conditions of the Declaration remain in full force and effect and are hereby ratified and affirmed.

IN WITNESS WHEREOF, the Declarant has executed this Second Amendment to the Declaration of Element Gulch as of this 13th day of July 2016.

Gulchetto Enterprises, LLC

By: _____
William Ruff
Its: Chief Executive Officer

STATE OF TENNESSEE)
)
COUNTY OF DAVIDSON)

Before me, the undersigned, a Notary Public in and for said County and State, personally appeared **William Ruff**, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence) and who, upon oath, acknowledged such person to be the **Chief Executive Officer** of **Gulchetto Enterprises, LLC**, the within named bargainor, a Tennessee limited liability company, and that he as such Chief Executive Officer, executed the foregoing instrument for the purpose therein contained, by personally signing the name of the company as its Chief Executive Officer.

Witness my hand and seal, at office, this 13th day of ~~June~~ July 2016.

_____
Notary Public

MILLER HOGAN II
STATE OF TENNESSEE
NOTARY PUBLIC
DAVIDSON COUNTY
My Commission Expires MAR. 7, 2017

My commission expires: MAR. 7, 2017

EXHIBIT A

DESCRIPTION OF LAND

Land in Davidson County, Tennessee, being the east part of Lot No. 7 on the Plan of the McCall Heirs Subdivision of record in Book 161, Page 61, in the Register's Office Davidson County, Tennessee and being more particularly described as follows:

Said part of said lot fronts 78.4 feet on the north side of Hawkins Street, and runs back between parallel lines 205 feet along the west margin of an alley, to another alley in the rear, on which it measures 74.3 feet.

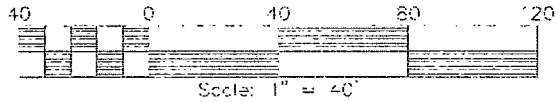
Being the same property conveyed to GULCHETTO ENTERPRISES, LLC, a Tennessee limited liability company by deed from RESTORATION PROPERTIES, LLC, a Tennessee limited liability company, dated May 23, 2016 and recorded as Instrument No. 20160613-0059685 in the Register's Office for Davidson County, Tennessee.

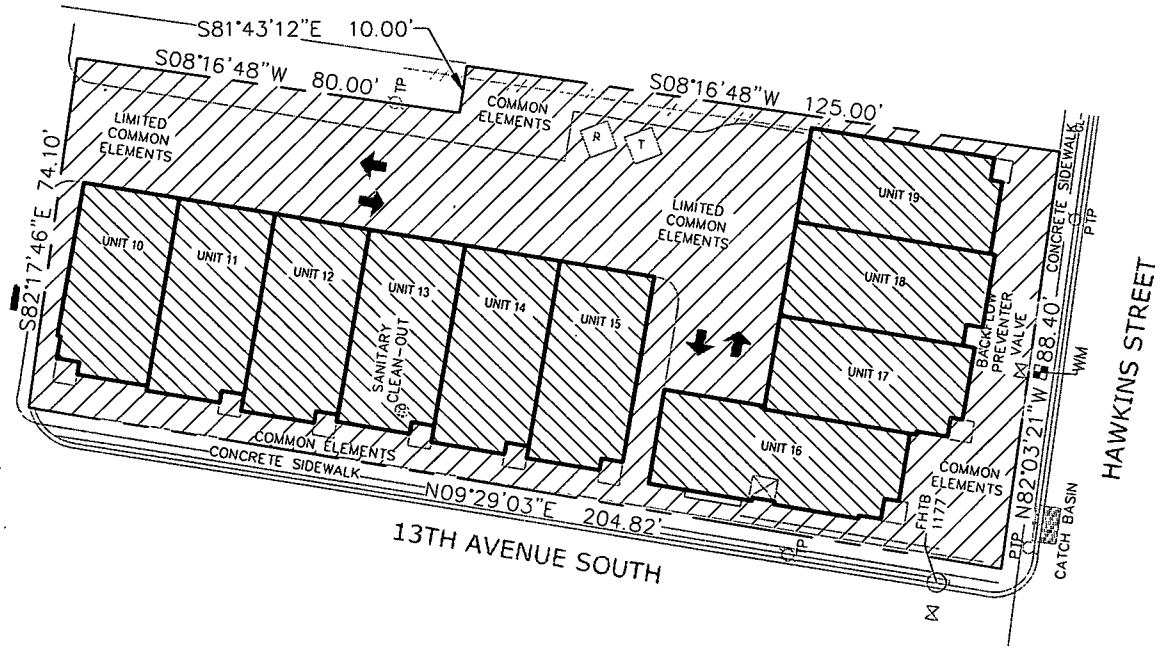
TOGETHER with the right to use and occupy that portion of Alley No. 428 included in said property that was closed by the Council of the Metropolitan Government of Nashville and Davidson County by Metropolitan County Council Bill No. 72-383 in the County Court Clerk's Office for said County.

EXHIBIT B

PLAT

- PLAT ATTACHED ON FOLLOWING PAGE –





DRAWN BY : KSL
DATE: 08/24/18
JOB # 13620

HORIZONTAL PROPERTY REGIME

ELEMENT GULCH

NASHVILLE, TENNESSEE

CERTIFICATION OF SURVEY ACCURACY

I (WE) HEREBY CERTIFY THAT TO THE BEST OF MY (OUR) KNOWLEDGE AND BELIEF THIS IS A TRUE AND ACCURATE SURVEY OF THE PROPERTY SHOWN HEREON; THAT THIS A CATEGORY "I" LAND SURVEY AS DEFINED IN TITLE 62, CHAPTER 18, TENNESSEE CODE ANNOTATED, AND THAT THE RATIO OF PRECISION IS GREATER THAN OR EQUAL TO 1:10,000.

08/24/18 — DATE

Steven D. Delle — NAME

STEVEN D. DELLE — REGISTERED LAND SURVEYOR — TENNESSEE NO. 1710

North

Delle Land Surveying
408 Nesbitt Lane
Madison, Tennessee 37115
(615) 865-4242

EXHIBIT D

AMENDED TABLE OF INTERESTS

Unit	Share of Common Elements	Share of Common Expenses	Vote in the Affairs of the Association
1	1/19	1/19	1
2	1/19	1/19	1
3	1/19	1/19	1
4	1/19	1/19	1
5	1/19	1/19	1
6	1/19	1/19	1
7	1/19	1/19	1
8	1/19	1/19	1
9	1/19	1/19	1
10	1/19	1/19	1
11	1/19	1/19	1
12	1/19	1/19	1
13	1/19	1/19	1
14	1/19	1/19	1
15	1/19	1/19	1
16	1/19	1/19	1
17	1/19	1/19	1
18	1/19	1/19	1
19	1/19	1/19	1
Total	**100 percent**	**100 percent**	**19**

* The original Declaration established Units 1 thorough 9

* Units 10-19 constitute the "Phase II Units" established by this Second Amendment