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DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR JOULE

THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS (the "Declaration"), is entered into as of the 12 day of August, 2016, by JOULE, LLC (herein referred to, together with their heirs and assigns, as "Developer");

WITNESSETH:

WHEREAS, Developer is the legal title holder in fee simple of a certain tract of real estate located in the County of Davidson, State of Tennessee, more particularly described in **Exhibit A** (the "Real Property"); and

WHEREAS, Developer intends to and does hereby submit the above-described Real Property to the provisions of the Tennessee Horizontal Property Act as codified as 66-27-101, et seq., of the Tennessee Code Annotated and thereby cause a Planned Unit Development to be organized and developed under Tennessee law pursuant to said Horizontal Property Act; and

WHEREAS, Developer further desires to establish for its own benefit and for the mutual benefit of all future owners or occupants of the Real Property or any part thereof or improvements thereon, and intends that all future owners, occupants, mortgagees and any other persons hereafter acquiring any interest in the Real Property shall hold said interest subject to, certain rights, easements and privileges in, over and upon the Real Property and certain mutually beneficial restrictions and obligations with respect to the proper use, conduct and maintenance thereof, all as more particularly hereinafter set forth, all of which are declared to be in furtherance of a plan to promote and protect the cooperative aspects of ownership and use of the Real Property and are established for the purpose of enhancing and perfecting the value, desirability and attractiveness of the Real Property;

NOW, THEREFORE, Developer, as the legal titleholder of the Real Property, and for the purposes above set forth, declares as follows:

1. **DEFINITIONS**. In addition to the terms defined elsewhere in this Declaration, the following terms when used herein shall have the meanings ascribed to them in this section, unless the context otherwise requires. All capitalized terms not otherwise defined herein but defined in the Act, shall be deemed to have the meaning ascribed to them in the Act, to the extent such terms are defined therein:

(a) "Act" means Tennessee Code Annotated § 66-27-101, et seq., known

as the "Horizontal Property Act" of the State of Tennessee, as the same may be amended from time to time.

(b) "Association" means the non-profit Tennessee corporation known as Eastland & Porter Homeowners' Association, Inc., which includes as members all of the Unit Owners.

(c) "Board of Directors" or "Board" means the administering body of the Association.

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

(e) "Common Elements" shall mean and refer to all of the Development Property comprising the Planned Unit Development, except for the Units, Private Elements, and Limited Common Elements appurtenant thereto. All Common Elements shall be exclusively owned by the Association for the use and benefit of every Owner, each of whom shall be a co-owner of the Association as set forth in Tenn. Code Ann. § 66-27-102(15). Without limiting the generality of the foregoing, Common Elements shall include the following as may also be further shown and illustrated on **Exhibit C**, except as otherwise herein provided or stipulated:

i. The land, devices, improvements, structures, installations or any other elements or part of the Development Property that are rationally for the common use and benefit of all Owners or necessary to the existence, upkeep and safety of the Planned Unit Development established by this Declaration.

ii. All foundations, roofs, exterior walls, bearing walls, and columns that are common to two (2) or more Units.

iii. All other elements of any Building desirable or rationally of common use or necessity to its existence, upkeep, or safety.

iv. All compartments or installations of central services such as power, light, gas, water, sewer, telephone, including master meters, and the like on the Development Property that are common to or service two (2) or more Units.

v. All driveways, access roads, walkways, sidewalks, parking areas, open spaces and entrances and exits for ingress and egress to and from and over and across the Development Property and to and from the Units that are common to two (2) or more Units, as shown on the Site Plan, if any.

vi. All improvements, devices, or installations existing for the common use and benefit of the Owners.

(f) "Declaration" means this Declaration, as hereinafter provided as such Declaration may be amended from time to time.

(g) "Developer" means JOULE, LLC, its successors, heirs and assigns, provided such successors, heirs or assigns are designated in writing by Developer as a successor or assignee of the rights of Developer set forth herein.

(h) "Developer Control Period" means the period commencing on the date set forth above, and expiring on the date which is the earlier of:

i. One hundred twenty (120) days after the date by which ninety-five (95%) of the Units have been conveyed to Owners other than the initial Developer or a successor Developer;

ii. Five (5) years after the first conveyance of a Unit to a purchaser other than the initial Developer or a successor Developer; or

iii. The surrender in writing by Developer of the authority to appoint and remove officers and directors of the Association.

(i) "Development Property" shall mean and refer to the real property shown and/or described in Exhibit A attached hereto and made part hereof.

(j) "General Common Elements" means and includes Common Elements.

(k) "Initial Sales Period" means the period commencing on the date set forth above and expiring on the date that Developer no longer owns any of the Units and each Unit sold by Developer is occupied by the purchasers or an Occupant.

(l) "Limited Common Elements" means all Common Elements contiguous to and serving exclusively a single Unit or one or more adjoining Units as an inseparable appurtenance thereto, the enjoyment, benefit and/or use of which is reserved to the lawful Occupants of such Unit or Units either in this Declaration, on the Plat or by the Board.

(m) "Majority" or "Majority of the Unit Owners" means the owners of more than fifty (50%) percent of the membership in the Association, present and then eligible to vote.

(n) "Manager" means the person or firm designated by the Board of Directors to manage the affairs of the Project.

(o) "Member" means a member of the Association who is the Owner of a Unit. All Owners of an individual Unit shall be members and shall collectively be one member for any voting purposes. The cessation of the ownership of a Unit shall terminate membership.

(p) "Occupant" means a person or persons lawfully permitted to occupy all or a portion of any Unit, regardless of whether said person is a Unit Owner.

(q) "Owner" or "Unit Owner" means a person, firm, corporation,

partnership, association, trust or other legal entity, or any combination thereof, owning a fee simple title to any Unit or Units within the Project. When two or more persons own a Unit as tenants in common, joint tenants, tenants by the entireties, or otherwise, such persons shall constitute the "Owner" with respect to that Unit.

(r) "Ownership Percentages" means the ownership percentages set forth on **Exhibit D**, as the same may be amended as set forth herein.

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

(t) "Plat" means the representation of the Property prepared by the Developer and attached hereto as **Exhibit C**, showing the number of each Unit, and expressing its location and other data necessary for identification of each Unit and its respective Private Elements.

(u) "Private Elements" means and includes the land upon which a Unit is located as shown on the Plat as being the Private Elements designated for each Unit depicted thereon for which fee simple ownership and exclusive use is reserved to that Unit only. Notwithstanding the limits of the Private Elements depicted on the Plat, Private Elements do not include the Common Elements; provided that each Owner shall be entitled to the exclusive use of all areas of the building that are contained within each Unit. For purposes of this Declaration, all porches, balconies, stairs and garages attached to a Unit shall be deemed Private Elements of the Unit to which it is attached.

(v) "Project" means the entire Real Property including all structures and other improvements thereon.

(w) "Property" means all of the Real Property, and all structures and other improvements now or hereafter erected, constructed or contained therein or thereon, including without limitation the buildings and all easements, rights, privileges and appurtenances belonging or in any way pertaining thereto, and all furniture, furnishings, fixtures and equipment intended for the mutual use, benefit or enjoyment of the Unit Owners.

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

(y) "Rules and Regulations" refer to the rules and regulations concerning the use of the Units and the Common Elements, as adopted from time to time by the Board in accordance with this Declaration and the Bylaws.

(z) "Unit" means that part of the Project intended for individual ownership and use. Each individual Unit shall consist of all the improvements and space therein within the boundary lines for that Unit, as set out on the Plat, attached hereto as **Exhibit C**.

2. **SUBMISSION OF PROPERTY TO THE ACT**. Developer does hereby submit and subject the Property to the provisions of the Act. To the extent of any contradiction

between a provision of this Declaration and a provision of the Act, the Act shall control.

3. **PLAT**. The Plat, which is incorporated herein by this reference thereto, sets forth the numbers or letters, areas, locations and other data required by the Act.

4. **UNITS**. The legal description of each Unit shall consist of the identifying number or letter of such Unit as shown on the plat. Every deed, lease, mortgage, deed of trust or other instrument shall legally describe a Unit by its identifying number or letter as shown on the Plat, and every such description shall be deemed good and sufficient for all purposes, as provided in the Act. Except as provided by the Act, no Unit Owner shall, by deed, plat, court decree or otherwise, subdivide or in any other manner cause his Unit to be separated into any tracts or parcels different from the whole Unit as shown on the Plat.

5. **ASSOCIATION OF UNIT OWNERS AND ADMINISTRATION AND OPERATION OF THE PROPERTY.**

(a) The Association. The Association, which has been or will be incorporated, shall be the governing body for all of the Unit Owners, for the maintenance, repair, replacement, administration and operation of the Property, as provided in the Act, this Declaration and the Bylaws. The Bylaws for the Association shall be the Bylaws attached to this Declaration as **Exhibit B**. The Board shall be elected and shall serve in accordance with the provisions of the Bylaws. The fiscal year of the Association shall be determined by the Board, and may be changed from time to time, as the Board deems advisable. The Association shall not be deemed to be conducting a business of any kind. All activities undertaken by the Association shall be for the sole benefit of the Unit Owners, and all funds received by the Association shall be held and applied by it for the use and benefit of the Unit Owners in accordance with the provisions of the Act, this Declaration and the Bylaws. Each Unit Owner shall be a member of the Association so long as he is a Unit Owner. A Unit Owner's membership shall automatically terminate when he ceases to be a Unit Owner. Upon the conveyance or transfer of a Unit Owner's ownership interest to a new Unit Owner, the new Unit Owner shall simultaneously succeed to the former Unit Owner's membership in the Association. The aggregate number of votes for all members of the association shall be equal to the number of Units shown on the Plat. Each Unit Owner's respective Ownership Percentage in the Association is set forth in **Exhibit D**.

(b) Management of Property. The Board shall have the authority to engage the services of a Manager to maintain, repair, replace, administer and operate the Property, or any part thereof, to the extent deemed advisable by the Board, subject to the provisions of subparagraph 5(c), below. The Board may require that Manager have fidelity bond coverage on its employees handling Association funds. The cost of such services shall be a common expense, as defined in paragraph 9, below.

(c) Initial Management Agreement. Prior to the appointment of the First Board as provided herein, the Developer, on behalf of the Association, may

employ a management company, to act as Manager for the Property; provided, however, that such agreement shall be for a term to end no less than three (3) years after the end of the Developer Control Period and shall be terminable by the Board without penalty on not less than ninety (90) days notice. The Manager engaged by the Developer pursuant to the terms of this Subsection 5(c) may be with an affiliate of the Developer, so long as the fees charged by such Manager do not exceed market rates charged by property managers of similar properties in the Nashville, Tennessee area.

(d) Use by Developer. During the Initial Sale Period, Developer and Developer's agents, employees, contractors and subcontractors, and their respective agents and employees, shall be entitled to access the Project and granted ingress to and egress from the Property as may be required for purposes of selling the Units. In addition, during the Initial Sales Period, the Developer and its employees may rent, lease, use and show one or more of such unsold or unoccupied Units as a model Unit or Units and may rent, lease or use one or more of such unsold or unoccupied Units as a sales office, and may maintain customary signs in connection therewith.

(e) Non-Liability of the Directors, Board, Officers and Developer. Neither the Board, the individual members thereof, the officers of the Association, nor Developer shall be personally liable to the Unit Owners for any mistake of judgment or for any other acts or omissions of any nature whatsoever of such Board, members, officers or Developer, except for any acts or omissions found by a court to constitute gross negligence or fraud. The Unit Owners shall indemnify and hold harmless the Board, its members, officers and Developer, and their respective heirs, executors, administrators, successors and assigns, in accordance with the provisions of Article VII of the Bylaws.

6. **BOARDS DETERMINATION BINDING**. In the event of any dispute or disagreement between any Unit Owners relating to the Property, or any agreement between any Unit Owners relating to the Property, or any questions of interpretation or application of the provisions of this Declaration or the Bylaws, the determination thereof by the Board shall be final binding on each and all such Unit Owners.

7. **OWNERSHIP OF THE COMMON ELEMENTS**. The Association shall own the Common Elements, and the Common Elements are hereby vested in the Association. Each Unit Owner shall be allocated a percentage of undivided ownership in the Association as set forth in **Exhibit D**. The Ownership Percentages shall remain constant unless amended pursuant to the reservation set forth herein, or unless hereafter changed by recorded amendment to this Declaration as provided for herein or consented to in writing by the necessary Unit Owners and first mortgagees. Said ownership interest shall be undivided interest and the undivided interest in the Association shall be owned by the Unit Owners as tenants in common in accordance with their respective percentages of ownership. The ownership of each Unit shall not be conveyed separate from the percentage of corresponding ownership appurtenant to said Unit. The undivided percentage of ownership in the Common Elements corresponding to any Unit shall be deemed conveyed

or encumbered with that Unit, even though the legal description in the instrument conveying or encumbering said Unit may refer only to the fee title to that Unit. Such Common Elements are not and shall not be the subject of any partition action.

8. **USE OF COMMON ELEMENTS**. Each Unit owner shall have the right to use the Common Elements (except for any Limited Common Elements) in common with all other Unit Owners, as may be required for the purposes of access and ingress to, egress from, use, occupancy and enjoyment of the respective Unit owned by such Unit Owner. Such right to use Common Elements shall extend not only to each Unit Owner, but also to his agents, guests, visitors, invitees and licensees. However, each Unit Owner also shall have the right to exclusive use and possession of any Limited Common Elements contiguous to and serving such Unit alone, and all Unit Owners benefitted by Limited Common Elements that are intended for the exclusive use of such Units, if any, shall have the right to use such Limited Common Elements to the exclusion of other Unit Owners not benefitted by such Limited Common Elements. Such rights to use the Common Elements, including Limited Common Elements, shall be subject to and governed by the provisions of the Declaration, Bylaws and the Rules and Regulations. In addition, the Association shall have the authority to lease grant concessions or grant easements with respect to parts of the Common Elements, subject to the provisions of this Declaration and the Bylaws. All income derived by the Association from leases, concessions or other sources shall be held and used for the benefit of the members of the Association, pursuant to such rules, resolutions or regulations as the Board may adopt or prescribe.

9. **COMMON EXPENSES**.

(a) Each Unit Owner shall pay his proportionate share of the expenses of the administration and operation of the Common Elements and of any other expenses incurred in accordance with this Declaration and the Bylaws (which expenses are herein sometimes referred to as "common expenses"), including, but not limited to, the maintenance and repair of the Common Elements and any and all replacements and additions thereto. Such proportionate share of the common expenses for each Unit Owner shall be in accordance with his Ownership Percentage; provided, however, that any such expenses with respect to Limited Common Elements shall be borne by the Unit Owners to whose Units such Limited Common Elements are appurtenant, in accordance with such Unit Owners' percentage of ownership interest therein. Payment of common expenses, including any prepayment thereof required by a contract for sale of a Unit, shall be in such amounts and at such times as determined in the manner provided in the Bylaws. No Unit Owner shall be exempt from payment of his proportionate share of the common expenses by waiver of the use or enjoyment of the Common or Limited Common Elements or by abandonment of his Unit. If any Unit Owner shall fail or refuse to make any such payment of common expenses when due, the amount thereof, together with the interest thereon at the maximum allowable rate at law per annum from the date that said common expenses become due and payable, plus reasonable attorney's fees incurred by the Association in the collection thereof or the enforcement of the lien herein provided, shall constitute a lien on the interest of such Unit Owner in his Unit and in the Property as provided in the Act. The sale or

conveyance of a Unit shall in all cases be subject to all unpaid assessments against the Unit Owner thereof for his pro rata share in the common expenses, and if the same are not paid by the owner thereof prior to any sale or conveyance, shall be a lien against the Unit and shall be payable by the new Unit Owner thereof. Likewise, all taxes and other levies and assessments by governmental taxing bodies shall be a lien against individual Units.

(b) Any common expenses that are incurred through or occasioned by the use or enjoyment of any Limited Common Elements that benefit or are intended to benefit less than all of the Units, shall not be assessed against all of the Units pursuant to Section 9(a), but shall be specifically assessed equitably among those Units that are so benefited or intended to be benefited. Additionally, to the extent that any Limited Common Elements or other services provided to the Property are utilized by a Unit Owner in a manner that exceeds the customary usage of other Owners, the Board of the Association shall have the right to charge appropriate amounts to such Unit Owner as determined by the Board of the Association in its reasonable discretion. Notwithstanding the foregoing, it is acknowledged and agreed that the utility lines, drives and driveways to the Units, and alleyways forming a part of the Project shall be considered Common Elements for purposes of this Declaration up to the point where the same connect to a Unit, and shall be maintained, repaired and replaced by the Association, notwithstanding the fact that such drives or utility lines serve less than all of the Units.

(c) If the Developer holds one or more unfinished Units for sale in the ordinary course of business, the Developer shall not be assessed for common expenses for such Units prior to the completion of such Unit. Completion of a Unit shall be deemed to occur when the title to such Unit is conveyed by the Developer to a subsequent Unit Owner that is not a successor Developer or when a final Use and Occupancy permit for such Unit is issued by the Metropolitan Nashville Department of Codes Administration, whichever occurs first. If the Developer holds one or more Units for sale in the ordinary course of business after their completion, the Developer shall not be assessed as a Unit Owner for capital improvements or special assessments without written approval from the Developer, although the Developer may be assessed for common expenses as a Unit Owner for the Unit(s) it holds after the Unit is completed.

10. **MORTGAGES AND DEEDS OF TRUST**.

(a) Each Unit Owner shall have the right, subject to the provisions hereof, to make separate mortgages and deeds of trust for his respective Unit together with his respective ownership interest in the Common Elements. No Unit Owner shall have the right or authority to grant, make or create, or cause to be granted, made or created, any mortgage, deed of trust or other lien on or affecting the Property or any part thereof, except only to the extent of his own Unit and the respective percentage interest in the Common Elements corresponding thereto.

(b) The lien for assessments payable by a Unit Owner shall be

subordinate to the lien of a recorded first Mortgage or Deed of Trust on the interest of such Unit Owner, except for the amount of the proportionate share of common expenses which become due and payable from and after the date on which the mortgagee or beneficiary thereunder either takes possession of the Unit encumbered thereby, accepts a conveyance of any interest therein (other than as security) or forecloses its Mortgage or Deed of Trust and except for claims for a pro rata share of such assessments or charges resulting from a pro rata reallocation of such assessment or charges to all Units including the mortgaged Unit. This subparagraph (b) shall not be amended, changed, modified or rescinded without the prior written consent of all Mortgagees and Beneficiaries of record. A Unit Owner who mortgages his Unit and/or the mortgagee or beneficiary under such Mortgage, shall notify the Board of the name and address of his mortgagee and shall file a conformed copy of the Deed of Trust or Mortgage with the Board. This Paragraph shall not be amended, changed, modified or rescinded without the prior written consent of all holders of record of Mortgage and Deed of Trust liens against the Units.

11. **SEPARATE REAL ESTATE TAXES**. Real estate taxes shall be separately taxed to each Unit Owner for his Unit and its appurtenant interest in the Common Elements and Limited Common Elements, and its corresponding interest in the Association as provided in the Act. In the event that such taxes for any year are not separately taxed to each Unit Owner, but rather are taxed on the Property as a whole, then each Unit Owner shall pay his proportionate share thereof in accordance with his respective Ownership Percentage, and, in said event, such taxes shall be a common expense.

12. **INSURANCE. EACH UNIT OWNER OR OCCUPANT SHALL BE RESPONSIBLE FOR OBTAINING HIS OWN INSURANCE COVERING HIS OWN UNIT BUILDING, ITS LIMITED COMMON ELEMENTS, AND ALL ALTERATIONS, ADDITIONS, IMPROVEMENTS AND BETTERMENTS THERETO, IN ADDITION TO ALL CONTENTS, DECORATIONS, FURNISHINGS AND PERSONAL PROPERTY THEREIN, AND ANY PERSONAL PROPERTY STORED ELSEWHERE ON THE PROPERTY.** Each Unit Owner or Occupant shall also obtain a liability policy covering damage or injury occurring in his own Unit. The policy of insurance covering such Unit building shall afford, as a minimum protection against loss or damage by fire or other perils normally covered by the "HO-3" or "HO-5" policy, or their then nearest current equivalent, where such is available, and such policy shall be in an amount equal to one hundred percent (100%) of current replacement cost of such individual Unit building, its Limited Common Elements and all alterations, additions, improvements or betterments thereto. In addition, in the event a Unit Owner desires to insure against his personal liability and loss or damage by fire or other hazards above and beyond the extent that his liability loss or damage is covered by the liability insurance and insurance against loss or damage by fire and such other hazards obtained by the Board for the benefit of all of the Unit Owners as part of the common expenses as provided herein, said Unit Owner may at his option and expense, obtain additional insurance.

The Board shall maintain insurance for the Common Elements against loss or

damage by fire, vandalism, malicious mischief and such other hazards as are covered under standard extended coverage provisions for the full insurable replacement cost of the Common Elements, and against such other hazards and for such amounts as the Board may deem advisable. Insurable replacement cost shall be deemed to be the cost of restoring the Common Elements to substantially the same condition in which they existed prior to the damage or destruction. Such insurance coverage shall be written in the name of, and the proceeds thereof shall be payable to, the Association, as the trustee for each of the Unit Owners. The policy of property insurance shall list the Unit Owners and their mortgagees as additional insured. The premiums for such insurance shall be a common expense. However, at the option of the Board, and upon written notice to all Unit Owners, premiums for such insurance may be separately billed to each Unit Owner and each Unit Owner shall be responsible for payment of the product obtained by multiplying such premium by such Unit Owner's Ownership Percentage.

The Board shall not be responsible for, and the policy of insurance maintained by the Board shall not include coverage for any individual Unit building, its Limited Common Elements, the personal property of the Unit Owner or Occupant nor such Owner or Occupants' improvements or betterments nor any other personal property located anywhere on the Property owned by a Unit Owner or Occupant unless the Board specifically approves such responsibility, in writing, and thus specifically includes such property, improvements or betterments in its policy of insurance. The Board in its sole discretion shall determine if such coverage is to be extended.

In the event of damage to or destruction of any part of the Property as a result of fire or other casualty covered by insurance maintained by the Board pursuant hereto, the Board shall, in its sole and absolute discretion, determine whether repair, replacement or restoration shall be done to the damaged or destroyed property, without intervention of any Unit Owner. If the Board determines that such repair, replacement or restoration is to be made, then the Board shall arrange for the prompt repair, replacement or restoration of the damaged property in accordance with the original plans and specifications therefore, with such changes as may be required by applicable laws or as the Board may approve. Where the insurance proceeds are insufficient to cover the cost of such repairs, replacement or restoration, the deficit shall be paid by all Unit Owners in proportion to each such Unit Owner's Ownership Percentage.

Notwithstanding the foregoing, reconstruction and repair shall not be compulsory where the whole or more than two-thirds of all the Units are destroyed or damaged by fire or other casualty. In such case and unless otherwise agreed upon by no less than sixty-seven percent (67%) of all Unit Owners, the insurance proceeds shall be delivered to the Unit Owners or their mortgagees, as their interests may appear, in proportion to the Ownership Percentage of each Unit Owner in the Common Elements; and the Board, as soon as is reasonably practicable and as agent for the Unit Owners, shall sell the Property, in its then condition, free from the effect of this Declaration, which shall terminate upon such sale, on terms satisfactory to the Board, and the net proceeds of such sale and all insurance policies shall thereupon be distributed to the Unit Owners or their mortgagees, as their interests may appear, in proportion to the Ownership Percentage of each Unit Owner. If the Board fails to consummate a sale pursuant to this paragraph within twenty-

four (24) months after the destruction or damage occurs, then the Manager or the Board shall, or if it does not, any Unit Owner or mortgagee may, record a sworn declaration setting forth such decision and reciting that under the provisions of this Declaration the prohibition against judicial partition provided for in this Declaration has terminated and that judicial partition of the Property may be obtained pursuant to the laws of the State of Tennessee. Upon final judgment of a court of competent jurisdiction decreeing such partition, this Declaration shall terminate.

The Board shall also maintain comprehensive public liability insurance, in such amounts as it deems desirable and worker's compensation insurance and other liability insurance as it deems desirable or as required by law, insuring each Unit Owner, the mortgagee(s) of Record, if any, the Association, its officers, directors, Board and employees, Developer and any Manager, from (i) liability in connection with the Property, and (ii) liability arising out of legal proceedings relating to employment contracts to which the Association is a party (to the extent such insurance is reasonably available). The premiums for such insurance shall be a common expense; however, at the option of the Board, and upon written notice to all Unit Owners, premiums for such insurance may be separately billed to each Unit Owner each Unit Owner shall be responsible for payment of the product obtained by multiplying such premium by such Unit Owner's Ownership Percentage. The Board shall retain in safekeeping any such public liability policy for six (6) years after the expiration date of the policy.

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.

In the event a Unit Owner desires to insure against his personal liability and loss or damage by fire or other hazards above and beyond the extent that his liability loss or damage is covered by the liability insurance and insurance against loss or damage by fire and such other hazards obtained by the Board for the benefit of all of the Unit Owners as part of the common expenses, as above provided, said Unit Owner may at his option and expense, obtain additional insurance.

13. **LANDSCAPING, MAINTENANCE, REPAIRS AND REPLACEMENTS**. Each Unit Owner, at his own expense, shall be responsible for the maintenance, repair and replacement of his own Unit, Private Elements and any Limited Common Elements serving his Unit or the Board may cause the same to be done at the expense of the Unit Owner, including, but not limited to fence, roof, roofing structure, windows, doors, patios, porches, decks, gutters, heating or air-conditioning units, window boxes, walls (interior and exterior) and any other portions of the Unit that are not covered under any policy of insurance maintained by the Board pursuant to Paragraph (12) above. Maintenance, repairs and replacement of the Common Elements, including but not limited to drives and driveways up to the Unit, sidewalks, exterior parking areas, yard, landscaping, common

utility lines, common pipes, common ducts, common wires, common cables and installations for the common use of the Units shall be part of the common expenses and shall be furnished by the Association subject to the provisions of this Declaration, the Bylaws and the Rules and Regulations.

If, due to the act or negligence of a Unit Owner, or of his agent, invitee or licensee, damage shall be caused to the Common Elements, Private Elements, Limited Common Elements or to a Unit or Units owned by others, or maintenance, repair or replacement are required that would otherwise be a common expense, then such Unit Owner shall pay for such damage or such maintenance, repair and replacement, as may be determined by the Association, to the extent not covered by the Association's insurance or sufficient proceeds are not collected from the insurance carrier.

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

14. **ALTERATIONS, ADDITIONS OR IMPROVEMENTS**. The Common Elements, or any additions or improvements thereto, shall not be altered or changed by any Unit Owner, without the prior written consent of the Board. The Board may authorize and charge as common expenses alterations, additions and improvements of the Common Elements as provided in the Bylaws. Any Unit Owner may make non-structural alterations, additions or improvements within the Unit without the prior written approval of the Board, but such Unit Owner shall be responsible for any damages to other Units, the Common Elements, the Property, or any part thereof, resulting from such alterations, additions or improvements; provided, that such alterations, additions or improvements (i) are done in accordance with all applicable laws, codes or ordinances, (ii) do not adversely affect the structural integrity of the Unit or the mechanical, electrical, or plumbing systems forming a part of the Common Elements, and (iii) do not unreasonably disturb the other Occupants of the Project.

15. **DECORATIONS & CLEANING**. Each Unit Owner, at his own expense, shall furnish and be responsible for all decorations and cleaning within his own Unit and the Limited Common Elements serving his Unit, as may be required from time to time, including painting, wall papering, washing, cleaning, paneling, floor covering, draperies, window shades, curtains, lighting, and other furnishings and decorations. Each Unit Owner shall be entitled to the exclusive use of the interior surfaces of the perimeter walls, floors and ceiling of his Unit. All gutters, windows and screens of a Unit shall be cleaned and washed at the expense of the Unit Owner of that Unit.

16. **ENCROACHMENTS.** If any portions of the Common Elements shall actually

encroach upon any Unit, or if any Unit shall actually encroach upon any portions of the Common Elements, or if any Unit shall actually encroach upon another Unit, as the Common Elements and Units are shown by the Plat, there shall be deemed to be mutual easements in favor of the owners of the Common Elements and the respective Unit Owners involved, to the extent of such encroachments, so long as the same shall exist.

17. **USE AND OCCUPANCY RESTRICTIONS**.

(a) Use and Occupancy Restrictions. No part of the Units or the Common Elements may be used for purposes other than residential use, except as further described herein. No lease or rental term shall be for a term of less than thirty (30) days and a copy of current leases or rental agreements shall be provided to the Board without request along with the contact information for all tenants. No Unit may be conveyed pursuant to a time-sharing arrangement.

(b) Business Use. No business, trade, garage sale, moving sale, rummage sale, or similar activity may be conducted in or from any Unit, except that an Owner or Occupant residing in a Unit may conduct business activities within the Unit so long as:

i. the existence or operation of the business activity is not apparent or detectable by sight, sound, or smell from outside the Unit;

ii. the business activity conforms to all applicable laws, including, without limitation, zoning laws;

iii. the business activity does not involve regular visitation of the Unit by clients, customers, suppliers, commercial delivery vehicles, or other business invitees, or door-to-door solicitation of residents of the Project; and

iv. the business activity is consistent with the residential character of the Project and does not constitute a nuisance, or a hazardous or offensive use, or threaten the security or safety of other residents of the Project, as may be determined in the sole discretion of the Board.

Notwithstanding the foregoing, no part of the Property may be used for purposes other than as allowed by municipal zoning laws.

(c) Improper Activities. No Owner or Occupant shall permit anything to be done or kept in or around his Unit which would be in violation of any law, rule or ordinance, would constitute a nuisance, or a hazardous or offensive use, or threaten the security or safety of other residents of the Project.

(d) Signs. No sign of any kind shall be displayed to the public view from any Unit, Common Element or elsewhere in the Project without the approval of the Board, except:

i. such signs as may be used by Developer in connection with the development and sale of Units;

ii. such signs as may be required by legal proceedings, or the prohibition of which is precluded by law;

iii. such signs as may be required for property identification, traffic control and regulation of streets of the Project; or

iv. one standard sized real estate/realtor "for sale" or "for lease" sign per Unit; PROVIDED HOWEVER, that any such signage shall require the approval of the Developer if displayed at any time during the Developer Control Period.

(e) Antennae. No exterior radio, television, microwave, or other antennae or antennae dish or signal capture of distribution device shall be permitted outside any Unit except as expressly permitted by applicable law. The Developer or the Board may establish one or more exterior audio, television, microwave or other antennae or antennae dish or signal capture and distribution device as a Common Element for the Project or Limited Common Element for certain Units.

(f) Pets. The Board may adopt specific Rules and Regulations concerning pets located on the Property.

18. **REMEDIES**. In the event of any violation of the provisions of the Act, this Declaration, the Bylaws or the Rules and Regulations by any Unit Owner (either by his own conduct or by the conduct of any other Occupant of his Unit or any invitee or licensee thereof), then the Association, acting through the Board, shall have each and all of the rights and remedies that may be provided for in the Act, this Declaration, the Bylaws or the Rules and Regulations, or that may be available at law or in equity, and may prosecute an action or other proceedings against such defaulting Unit Owner and/or other Occupant for enforcement of any lien and the appointment of a receiver for the Unit and ownership interest of such Unit Owner, or for damages or injunction or specific performance, or for judgment for payment of money and collection thereof, or for any combination of remedies, or for any other relief.

ALL EXPENSES OF THE BOARD, OR ANY UNIT OWNER, IN CONNECTION WITH ANY SUCH ACTIONS OR PROCEEDINGS, INCLUDING COURT COSTS AND ATTORNEYS' FEES AND OTHER FEES AND EXPENSES AND ALL DAMAGES, LIQUIDATED OR OTHERWISE, TOGETHER WITH INTEREST, THEREON AT THE MAXIMUM ALLOWED RATE BY LAW PER ANNUM UNTIL PAID, SHALL BE CHARGED TO AND ASSESSED AGAINST SUCH DEFAULTING UNIT OWNER, and shall be added to and deemed part of his respective share of the common expenses, and the Association shall have a lien for all of the same, as well as for non-payment of his respective share of the common expenses, upon (i) the Unit and its appurtenant interest in the Common Elements of such defaulting Unit Owner (ii) all of his additions and improvements thereto, and (iii) all of his personal property in his Unit or located elsewhere on the Property; provided, however, that such lien shall be subordinate to the lien of a recorded first mortgage or deed of trust on the

Unit, to the extent hereinabove set forth in Paragraph 10(b). In the event of any such default by any Unit Owner, the Board and the Manager or Manager, if so authorized by the Board, shall have the authority to correct such default and to do whatever may be necessary for such purpose, and all expenses in connection therewith shall be charged to and assessed against such defaulting Unit Owner and secured by the lien hereinabove provided. Any and all such rights and remedies may be exercised at any time and from time to time, cumulatively or otherwise, by the Board.

The violation of any restriction or condition or regulation adopted by the Board or the breach of any covenant or provision herein contained shall give the Association, acting through the Board, the right, in addition to any other rights provided for in this Declaration:

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

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

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

If any Unit Owner (either by his own conduct or the conduct of any other Occupant of his Unit or any invitee or licensee thereof) shall violate the Act, or any of the covenants, restrictions or provisions of this Declaration or any of the Rules and Regulations, including, without limitation, the failure to pay sums due from the Unit Owner under this Declaration, and if such default or violation shall continue for ten (10) days after notice to the Unit Owner in writing from the Board, or shall occur repeatedly during any ten (10) day period after such written notice or request to cure such violation from the Board, then the Board shall have the power to issue to said defaulting Unit Owner a notice in writing terminating the rights of the said defaulting Unit Owner to continue as a Unit Owner and to continue to occupy, use or control his Unit, and thereupon an action in equity may be filed by the Association, acting through the Board, against said defaulting Unit Owner for a decree of mandatory injunction against such defaulting Unit Owner or Occupant, or in the alternative, for a decree declaring the termination of said defaulting Unit Owner's right to occupy, use or control the Unit owned by him on account of said violation, and ordering that all right, title and interest of said defaulting Unit Owner in the Property shall be sold (subject to the lien of any existing deed of trust or mortgage) at a judicial sale upon such notice and terms as the court shall determine, except that the court shall enjoin and restrain the said defaulting Unit Owner from reacquiring his interest at such judicial sale. The proceeds of any such judicial sale shall first be paid to discharge court costs, court reporter charges,

reasonable attorneys' fees and all other expenses of proceeding and sale, and all such items shall be taxed against said defaulting Unit Owner in said decree. Any balance of proceeds, after satisfaction of such charges and any unpaid assessments or liens hereunder, shall be paid to said defaulting Unit Owner. Upon the confirmation of such sale, the purchaser shall thereupon be entitled to a deed to the Unit and its appurtenant interest in the Common Elements, and to immediate possession of the Unit sold, and may apply to the court for a writ of assistance for the purpose of acquiring such possession, and it shall be a condition of any such sale, and the decree shall so provide, that the purchaser shall take the interest in the Unit ownership sold subject to this Declaration.

19. **AMENDMENT**. Subject to the other terms hereof, the provisions of this Declaration may only be changed, modified or rescinded by an instrument in writing, setting forth such change, modification or rescission, approved and signed by not less than sixty-seven percent (67%) of the Unit Owners (each Unit shall be entitled to only one vote) and acknowledged; provided, however, that all lien holders of Record shall have been notified by certified mail of such change, modification or rescission and an affidavit by the secretary of the Association certifying to such mailing shall be made a part of such instrument.

Notwithstanding the foregoing, if the Act, this Declaration or the Bylaws require the consent or agreement of all Unit Owners or of all lien holders for any action specified in the Act or in this Declaration, then any instrument changing, modifying or rescinding any provision of this Declaration with respect to such action shall be signed by all Unit Owners or all lien holders or both as required by the Act or this Declaration.

The change, modification or rescission, shall be effective upon the Recording of such instrument; provided, however, that no provisions in the Declaration may be changed, modified or rescinded so as to conflict with the provisions of the Act.

20. **NOTICES**. Notices provided for in the Act, this Declaration or the Bylaws shall be in writing, and shall be addressed to the Association, the Board or any Unit Owner, as the case may be. The Association or Board may designate a different address or addresses for notices by written notice of such change of address to all Unit Owners. Any notices provided to a Unit Owner shall be delivered to the address assigned to the Unit; provided, any Unit Owner may designate a different address for notices to him by giving written notice to the Association. Notices addressed as above shall be deemed delivered when mailed by the United States registered or certified mail, or when delivered in person with written acknowledgement of the receipt thereof. Upon written request to the Board, the holder of any recorded mortgage or trust deed encumbering any Unit shall be given a copy of all notices permitted or required by this Declaration to be given to the Unit Owner or Owners whose Unit is subject to such mortgage or trust deed.

21. **SEVERABILITY**. If any provision of this Declaration or the Bylaws, or any section, sentence, clause, phrase or word, or the application thereof in any circumstance, is held invalid, the validity of the remainder of this Declaration and the Bylaws and the application of any such provisions, section, sentence, clause, phrase or word in any other circumstances shall not be affected thereby, and the remainder of this Declaration or the

Bylaws shall be construed as if such invalid part was never included therein.

22. **RIGHTS AND OBLIGATIONS**. Each grantee of Developer and such Grantee's heirs, successors and assigns, by the acceptance of a deed of conveyance with respect to any part of the Property, accepts the same subject to all restrictions, conditions, covenants, reservations, liens and charges of, and the jurisdiction, rights and powers created or reserved by, this Declaration. All future Unit Owners and Occupants shall be subject to and shall comply with the provisions of this Declaration. Any restrictions or rules in the Bylaws that are more than administrative in nature such as, but not limited to, reservations in favor of and future rights of Developer, are hereby incorporated into and made a part of this Declaration by reference. All rights, benefits and privileges of every character hereby imposed shall be deemed and taken to be covenants running with the land, and shall bind any person having at any time any interest or estate in the Property, and shall inure to the benefit of such grantee in like manner as though the provisions of this Declaration were recited and stipulated at length in each and every such deed of conveyance or contract for conveyance.

All present and future Unit Owners, tenants and occupants of a Unit shall be subject to, and shall comply with, the provisions of the Bylaws, as they may be amended from time to time. The acceptance of a deed of conveyance, devise of or lease to a Unit, or the entering into occupancy of any Unit, shall constitute an agreement that the provisions of the Bylaws and any Rules and Regulations promulgated thereunder, as they may be amended from time to time, are assumed, accepted and ratified by such Unit Owner, tenant or occupant, and all of such provisions shall be deemed and taken to be covenants running with the land and shall bind any person having at any time any interest or estate in such Unit, as though such provisions were recited and stipulated at length in each and every deed, conveyance or lease thereof.

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

24. **CONDEMNATION**. In the event of a taking in condemnation or by eminent domain of a part of the Common Elements, the award made for such taking shall be payable to the Board for and on behalf of the Association. If a majority of the Board in its sole and absolute discretion approve the repair and restoration of such Common Elements, the Board shall arrange for the repair and restoration of such Common Elements, the Board

shall disburse the proceeds of such award to the contractor(s) engaged in such repair and restoration in appropriate progress payments. In the event that the Board does not approve the repair and commence restoration of such Common Elements within one hundred twenty (120) days after taking by the public or private authority, the Board shall disburse the net proceeds of such award on the basis of the Ownership Percentage of each Unit Owner.

25. **DEVELOPER'S RIGHTS RESERVED**. The Developer reserves the following rights in the Property:

(a) The right to establish, relocate, expand, modify, reduce, enlarge or extend existing driveways, parking areas and yard and to establish, construct, relocate, expand, modify, reduce, enlarge or extend sewers, utility lines or service connections in order to serve any building on the Property; and

(b) The right to amend the Plat and this Declaration in order to add, delete or alter the boundaries between Units and thereby alter the Ownership Percentage allocated to such Units; and

(c) The right to reassign Common Elements as Limited Common Elements to serve a single Unit or one or more adjoining Units as an inseparable appurtenance thereto; and

(d) The right to add any real estate to the Property and to create or additional Units or Common Elements or Limited Common Elements; and

(e) The right to appoint and remove all officers and directors of the Board until the expiration of the Developer Control Period; and

(f) The right during the Developer Control Period to amend this Declaration to comply with the requirements of the Act, the Federal National Mortgage Association, the Federal Housing Authority, the Federal Home Loan Mortgage Corporation, the Veteran's Administration or other mortgage lending programs that can afford financing for the purchase of Units.

26. **ASSOCIATION'S RIGHTS RESERVED**. The Unit Owners' rights of enjoyment in the Common Elements shall be subject to:

(a) The right of the Association, as provided in its Bylaws, to suspend the enjoyment rights of any member in utilities, ingress and egress, and all other rights in the Common Elements for any period during which any Assessment remains unpaid, and for such period as it considers appropriate for any infraction to the Rules and Regulations; and

(b) The right of the Association to charge reasonable fees for the use of designated parts of the Common Elements; and

(c) The right of the Association to diminish in any way or to dedicate or transfer all or any part of the Common Elements to any public agency or authority for such purposes and subject to such conditions as may be agreed to by the

members entitled to vote thereon, provided that no such diminution or dedication or transfer, nor any determination as to the purposes or conditions thereof, shall be effective unless Developer (or its successors or assigns) and at least sixty seven percent (67%) of the total votes of the Association entitled to vote thereon have approved such dedication, transfer, purpose or condition; providing, however, that such consent shall not be required for the dedication of utility or service easements; and

(d) The right of the Association, by a decision of the Board, to grant such licenses, permits, easements and rights-of-way to such utility companies or public agencies or authorities as it shall deem necessary for the proper servicing, maintenance and operation of the Common Elements and the individual Units.

27. **CAPTIONS**. The captions herein are inserted only as a matter of convenience, and in no way define, limit or describe the scope of these provisions or the intent of any provision hereof.

28. **GENDER AND NUMBER**. The use of the masculine or neuter gender in this Declaration and in the Bylaws shall be deemed to include the masculine, feminine and neuter gender whenever the context so requires, and the use of the singular shall be deemed to include the plural whenever the context so requires, and vice versa.

29. **EXHIBITS**. Developer hereby acknowledges and agrees that all schedules, addendum and exhibits referenced in this Declaration are attached hereto and incorporated herein.

IN WITNESS WHEREOF, Developer has caused this Declaration to be executed this 12 day of AUGUST, 2016.

JOULE, LLC, a Tennessee
limited liability company.

Jean Garrett

Signature

Secretary

Title

STATE OF TENNESSEE

COUNTY OF DAVIDSON

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, JENN GARRETT, to me known (or proved to me on the basis of satisfactory evidence) and who, upon oath, acknowledged themselves to be an officer of JOULE, LLC, the within named bargainor, a limited liability company, and that they, as such, being authorized so to do, executed the foregoing instrument for the purpose therein contained.

Witness my hand and official seal, this the 12 day of August, 2016.

Notary Public

My Commission Expires: 12/6/16

SUSAN TURNER
STATE OF TENNESSEE NOTARY PUBLIC
DAVIDSON COUNTY, TN

EXHIBIT A

LEGAL DESCRIPTION OF THE REAL PROPERTY

Beginning at an old concrete monument, the southeast corner of the Overlook Park Subdivision Property, of record in Book 1835, page 62, Register's Office for Davidson County, Tennessee, in the western margin of Rosebank Avenue (parallel and 25 feet from the centerline), South 05 deg. 39' 24" West 49.96 feet to an old concrete monument; thence continuing along the western margin of Rosebank Avenue (parallel and 25 feet from the centerline), South 05 deg. 32' 02" West, 74.83 feet to an old concrete monument; thence leaving the western margin of Rosebank Avenue, along a curve with a radius of 25.00 feet, an arc length of 45.04 feet, and a chord being South 57 deg. 08' 59" West, 39.19 feet to a new iron pin in the northern margin of Rosecliff Drive (being 25 feet from the centerline); thence along the northern margin of Rosecliff Drive (parallel and 25 feet from the centerline) along a curve with a radius of 213.73 feet, an arc length of 61.74 feet, and a chord being North 62 deg. 57' 32" West, 61.53 feet to a new iron pin; thence continuing along the northern margin of Rosecliff Drive (Parallel and 25 feet from the centerline), North 55 deg. 05' 17" West, 79.80 feet to a new iron pin; thence continuing along the northern margin of Rosecliff Drive (parallel and 25 feet from the centerline), along a curve with a radius of 263.73 feet, an arc length of 136.86 feet, and a chord being North 69 deg. 57' 16" West, 135.33 feet to an old concrete monument; thence continuing along the northern margin of Rosecliff Drive (parallel and 25 feet from the centerline), North 84 deg. 49' 16" West, 279.36 feet to an old concrete monument, the southeast corner of the Youngs Valley Subdivision Section 2 Property of record in Book 6200, page 773, Register's Office for Davidson County, Tennessee; thence along the line with Youngs Valley Subdivision Section 2, North 03 deg. 35' 57" East, passing the southeast corner of the Youngs Valley Subdivision Section 1 Property of record in Book 6900, page 220, Register's Office for Davidson County, Tennessee, passing the southeast corner of the Dugger Heights Section 2 Property of record in Book 1424, page 135, Register's Office for Davidson County, Tennessee, 296.78 feet in all to a new iron pin; thence continuing along the line with Dugger Heights Section 2, South 84 deg. 41' 35" East, 116.49 feet to a new iron pin; thence continuing along the line with Dugger Heights Section 2, North 03 deg. 30' 22" East, 84.99 feet to a new iron pin; thence continuing along the line with Dugger Heights Section 2, South 86 deg. 53' 10" East, 224.86 feet to an old concrete monument, the northwest corner of the Overlook Park Subdivision Property of record in Book 1835, page 62, Register's Office from Davidson County, Tennessee; thence along the line with Overlook Park Subdivision, South 03 deg. 27' 29" West, 207.48 feet to a new iron pin; thence continuing along the line with Overlook Park Subdivision, South 41 deg. 34' 01" East, 189.30 feet to a new iron pin; thence continuing along the line with Overlook Park Subdivision, South 84 deg. 29' 43" East, 93.49 feet to the beginning, containing 3.559 acres, more or less, as surveyed by Burns and Associates, Inc., under Tennessee License No. 1053, dated 2/27/2003.

Being the same property conveyed to Joule, LLC by deed from LVH, LLC, dated November 9, 2015 and recorded in Instrument No. 20151110-0114494, Register's Office for Davidson County, Tennessee.

EXHIBIT B

BYLAWS
OF
JOULE HOMEOWNERS' ASSOCIATION, INC.

ARTICLE I

OFFICE

Section 1. Principal Office. The principal office of the Association shall be maintained at 2206 21st Avenue South, Nashville, TN 37212, or at such other locations as the Board of Directors may designate.

Section 2. Place of Meetings. All meetings of the Association shall be held at its principal office unless some other place is stated in the call.

ARTICLE II

ASSOCIATION OF UNIT OWNERS

Section 1. Annual Meeting. The annual meeting of the Association (except for the First Meeting, as hereinafter defined) shall be held at the time and place specified in the notice of such meeting, but such place shall be within ten (10) miles of the Property. The annual meeting of the Unit Owners shall be held on the first Tuesday of each March. The first annual meeting of the Association (the "First Meeting") will be called by Developer at such time as, in its discretion, it deems best, but in no event shall such meeting take place later than the expiration of the Developer Control Period.

Section 2. Special Meetings. Special meetings may be held at any time upon the call of the President or upon the call of at least three (3) Unit Owners. Upon receipt of such call, the Secretary shall send out notices of the meeting to all members of the Association.

Section 3. Notice of Meetings. A written or printed notice of every meeting of the Association, stating whether it is an annual meeting or special meeting, the authority for the call of the meeting, the place, day and hour thereof and the purpose therefore, shall be given by the Secretary or the person or persons calling the meeting at least ten (10) days before the date set for such meeting. Such notice shall be given to each member in any of the following ways:

(a) by any manner permitted under the Declaration, or
(b) by leaving the same with him personally, or
(c) by leaving the same at the residence or usual place of business of such

member, or

(d) by mailing it, postage prepaid, addressed to such member at his address as it appears on the records of the Association.

If notice is given pursuant to the provisions of this section, the failure of any member to receive actual notice of the meeting shall in no way invalidate the meeting or any proceedings at such meeting. Upon written request for notices, mailed by certified mail, addressed to the Secretary of the Association at the address of the Association, the holder of any duly recorded first mortgage or deed of trust against any Unit may obtain a copy of any and all notices permitted or required to be given, and any such mortgagee requesting such notice shall thereafter receive all notices sent to the members from and after receipt of said request until said request is withdrawn or said mortgage is discharged of Record.

Section 4. Waiver of Notice. The presence of all the members, in person or by proxy, at any meeting shall render the same a valid meeting, unless any member shall, at the opening of such meeting, object to the holding of the same for noncompliance with the provisions of Section 3 of this Article II. Any meeting so held without objection shall, notwithstanding the fact that no notice thereof was given, or that the notice given was improper, be valid for all purposes, and at such meeting any general business may be transacted and any action may be taken; provided, however, that where a member has pledged his vote by mortgage, deed of trust or agreement of sale and the Association has been notified of the same, in writing, only the presence of the pledgee will be counted in determining whether notice is waived with regard to business dealing with such matters upon which the member's vote is so pledged.

Section 5. Quorum; Voting. At any meeting of the Association, a simple majority of the Unit Owners, present or by proxy, shall constitute a quorum, and, except as otherwise provided herein, in the Declaration, the concurring vote of a Majority of the Unit Owners shall be valid and binding upon the Association. In the event a member has pledged his vote by mortgage, deed of trust or agreement of sale, the member's vote will be recognized in computing a quorum with respect to any business conducted concerning such matters upon which said member's vote is so pledged or mortgaged unless the mortgage, deed of trust or agreement of sale provides otherwise and the Association is notified thereof, in writing, in which event such instruments shall control. In the event of such mortgage or pledge, the Unit Owner shall provide the Association with a copy of the pledging or mortgaging instrument.

Section 6. Membership; Voting. Any person or combination thereof owning any Unit duly recorded in his name, the ownership of which shall be determined by the records of the Register's Office for Davidson County, Tennessee, shall be a member of the Association, and either in person or by proxy entitled to a vote equivalent to one vote for each Unit so owned at all meetings of the Association. Any provision to the contrary notwithstanding, co-owners or joint owners shall be deemed one Unit Owner and one member. The authority given by a member to another person to represent such member at meetings of the Association shall be in writing, signed by such member (or if a Unit is jointly owned then by co-owners or joint owners, by all such co-owners or joint owners; or if such

member is a corporation, by the proper officers thereof), and shall be filed with the Secretary, and unless limited by its terms, such authority shall be deemed good until revoked in a writing filed with the Secretary. An executor, administrator, guardian or trustee may vote in person or by proxy at any meeting of the Association with respect to any Unit owned or held by him in such capacity, whether or not the same shall have been transferred to his name by a duly recorded conveyance. In case such Unit shall not have so been transferred to his name, he shall satisfy the Secretary that he is the executor, administrator, guardian or trustee holding such Unit in such capacity. Whenever any such Unit is owned by two or more persons jointly according to the Record, the vote therefore may be exercised by any one of the owners present in the absence of protest by the other or others; PROVIDED, HOWEVER, that when the vote of an owner or owners has been pledged by mortgage or deed of trust of Record and the Association has been notified thereof, in writing, only the vote of the pledgee will be recognized upon those matters upon which the owner's or owners' vote is so pledged except as otherwise provided in Section 5.

Section 7. Order of Business. The order of business at the annual meeting and, as far as practical, at other meetings shall be:

1) Collection of any ballots not yet cast.

2) Call to order by President.

3) Certifying of proxies and establishment of quorum.

4) Reading and disposal of any unapproved minutes.

5) Reports of Officers.

6) Election of Directors.

7) Unfinished business.

8) New business.

9) Adjournment.

Section 8. Adjournment. Any meeting of the Association may be adjourned from time to time to such place and time as may be determined by majority vote of the members present, whether a quorum be present or not, without notice other than the announcement at the meeting. At any adjourned meeting at which a quorum is present, any business may be transacted that might have been transacted by a quorum at the meeting originally called.

ARTICLE III

BOARD OF DIRECTORS

Section 1. Number and Qualification. The affairs of the Association shall be governed by a board of directors (the "Board of Directors" or the "Board") composed of three (3) persons, and all such directors shall be Unit Owners (or owners of an interest in a

Unit); provided, until such time as the First Meeting occurs, the members of the Board shall be appointed by the Developer and shall not be required to be Unit Owners. Those candidates for election as Director receiving the greatest number of votes cast either in person or by proxy at the meeting shall be elected.

Section 2. Powers and Duties. The Board of Directors shall have all of the powers and duties granted thereto in the Declaration and all other powers and duties necessary for the administration of the affairs of the Association, and may do all such acts and things as are not by law, by the Declaration or by these Bylaws directed to be exercised and done by the Unit Owners.

Section 3. Other Powers and Duties. In addition to duties imposed by the Declaration, these Bylaws or by resolutions of the Association, the Board of Directors shall have the following powers and duties:

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

(b) to engage the services of a Manager to maintain, repair, replace, administer and operate the Property or any part thereof for all of the Unit Owners, upon such terms and for such compensation and with such authority as the Board may approve; provided, however, that any management agreement relating to the Property shall be terminable for cause upon thirty (30) days' notice and shall have a term of not less than one (1) year nor more than three (3) years, which term shall be renewable upon approval of the Board of Directors;

(c) to formulate policies for the administration, management and operation of the Property and the Common Elements, as defined in the Declaration, thereof;

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

(e) to provide for the surveillance, maintenance, repair and replacement of the Common Elements;

(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 Property and the Common Elements, and to delegate any such powers to the Manager (and any such employees or other personnel who may be the employees of a Manager);

(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 as provided in the Declaration and these Bylaws;

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

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

(j) unless otherwise provided herein or in the Declaration, to comply with the instructions of a majority of the Unit Owners as expressed in a resolution duly adopted at any annual or special meeting of the Association;

(k) to secure insurance policies as required by the Declaration and these Bylaws, and in this regard, annually to review the amounts of coverage afforded by such policies;

(l) to be responsible for and maintain all sidewalks, utilities, and any other services of a public nature that are classified as Common Elements in the Declaration; and

(m) to exercise all other powers and duties of the board of administration or Unit Owners as a group that are provided in the Act, and all powers and duties of a board of managers or a board of directors referred to in the Declaration or these Bylaws.

Section 4. Manager; Employees Generally. The Manager shall perform such duties and services as the Board of Directors shall authorize, including, but not limited to, the duties listed in Section 3 of this Article. The duties conferred upon the Manager by the Board of Directors may be at any moment revoked, modified or amplified by the vote of the Association in a duly constituted meeting. The Board of Directors and/or the Manager (with the approval of the Board of Directors) may employ any other employee or agents to perform such duties at such salaries as the Board of Directors may establish. The Board of Directors may enter into such service contracts on behalf of the Association as are necessary and appropriate and shall have authority, but not the obligation, to assume, on behalf of the Association, any initial service contracts entered into by Developer that comply with the requirements and limitations imposed herein.

Section 5. Election and Term of Office. Beginning at the First Meeting, the directors of the Association shall be elected by the affirmative vote of a Majority of the Unit Owners. At the First Meeting of the Association, the terms of office for the first board of directors (the "First Board") shall be fixed wherein one (1) director shall serve for three (3) years, one (1) director shall serve for two (2) years and one (1) director shall serve for one (1) year. At the expiration of the initial term of office of each respective director, his successor

shall be elected by all those entitled to vote to serve a term of one (1) year. The directors shall hold office until their successors have been elected and hold their first meeting.

Section 6. Vacancies. Vacancies in the Board of Directors caused by any reason other than the removal of a director by a vote of the Association shall be filled by vote of the majority of the remaining directors, even though they may constitute less than a quorum; and each person so elected shall be a director until a successor is elected at the next annual meeting of the Association; provided, the Developer shall fill any vacancies prior to the First Meeting. If the remaining directors are split in their votes to fill a vacancy outlined in this section, then the vacancy shall be filled by the affirmative vote of a Majority of the Unit Owners at the first meeting following the vacancy at which quorum is met.

Section 7. Removal of Directors. At any regular meeting or special meeting duly called, any one or more of the elected directors may be removed with or without cause by not less than sixty-seven percent (67%) of the Unit Owners and a successor may then and there be elected to fill the vacancy thus created; provided, prior to the First Meeting, Developer shall have the sole and exclusive right to appoint and remove any Director. Any director whose removal has been proposed by the Unit Owners shall be given an opportunity to be heard at the meeting.

Section 8. Compensation. No compensation shall be paid to directors for their services as directors. A director may not be an employee of the Association.

Section 9. Organizational Meeting. The first meeting of the newly elected Board of Directors shall be held within one (1) month of election at such place as shall be fixed by the directors at the meeting at which such directors were elected, and no notice shall be necessary to the newly elected directors in order legally to constitute such meeting, providing the whole board is present.

Section 10. Regular Meetings. Regular meetings of the Board of Directors may be held at such time and place as shall be determined, from time to time, by not less than one-half (1/2) of the directors. Notice of regular meetings of the Board of Directors shall be given to each director, personally or by mail, addressed to his residence, or by telephone, at least ten (10) days prior to the day named for such meeting.

Section 11. Special Meetings. Special meetings of the Board of Directors may be called by the President on ten (10) days notice to each director, given personally or by mail, addressed to his residence, or by telephone, which notice shall state the time, place (as hereinabove provided) and purpose of the meeting. Special meetings of the Board of Directors shall be called by the President or Secretary in like manner and on like notice on the written request of not less than one (1) director.

Section 12. Waiver of Notice. Before or at any meeting of the Board of Directors, any director may, in writing, waive notice of such meeting and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a director at any meeting of the Board shall be a waiver of notice by him of the time and place thereof. If all the directors are present at any meeting of the board, no notice shall be required and any business may

be transacted at such meeting.

Section 13. Board of Directors' Quorum. At all meetings of the Board of Directors, one hundred percent (100%) of the directors shall constitute a quorum for the transaction of business, and the acts of a majority of the directors present at a meeting at which a quorum is present shall be the acts of the Board of Directors. If, at any meeting of the Board of Directors, there be less than a quorum present, the majority of those present may adjourn the meeting to a different time. At any such adjourned meeting, any business that might have been transacted at the meeting as originally called may be transacted without further notice.

Section 14. Bonds of Officers and Employees. The Board of Directors may, at its sole discretion, require that all officers and employees (including without limitation any management agent) of the corporation handling or responsible for corporate funds shall be covered by blanket fidelity bonds naming the Association as obligee, which bonds shall be in the amount equal to one hundred fifty percent (150%) of the estimated annual operating expenses of the Project. Each such bond shall contain an agreement to notify the Board, the holder of a first mortgage or deed of trust on a Unit and every other person in interest who shall have requested such notice at least thirty (30) days prior notice of any cancellation or material alteration of such bond. The premiums on such bonds shall be paid by the Association as a common expense of the Association.

ARTICLE IV

OFFICERS

Section 1. Designation. The principal officers of the Association shall be a President and a Secretary, all of whom shall be elected by the Board of Directors. Andrew Beaird shall act as President and Jenn Garrett shall act as Secretary of the Association until the President and Secretary have been named by the Board of Directors. The directors may appoint a vice president, treasurer, assistant treasurer, assistant secretary, and such other officers as in their judgment may be necessary. An officer may serve in more than one capacity; provided, however, that there shall be no less than at least two (2) persons serving as officers; and further provided that no one person shall serve as both President and Secretary simultaneously.

Section 2. Election of Officers. The officers of the Association shall be elected annually by the Board of Directors at the organizational meeting of each new Board of Directors and shall hold office at the pleasure of the Board of Directors.

Section 3. Removal of Officers. Upon the affirmative vote of a majority of the members of the Board of Directors, any officer may be removed, either with or without cause, and his successor elected at any regular meeting of the Board of Directors, or at any special meeting of the Board of Directors for such purpose.

Section 4. President. The President shall be the chief executive officer of the Association. He shall preside at all meetings of the Association and of the Board of Directors. He shall have all of the general powers and duties that are usually vested in the office of president of an association, including but not limited to the power to appoint committees from among the Unit Owners from time to time as he may in his discretion decide is appropriate to assist in the conduct of the affairs of the Association.

Section 5. Vice President. The Vice President, if any, shall take the place of the President and perform his duties whenever the President shall be absent or unable to act. If neither the President nor the Vice President is able to act, the Board of Directors shall appoint some other member of the Board to do so on an interim basis. The Vice President shall also perform such other duties as shall from time to time be imposed upon him by the Board of Directors.

Section 6. Treasurer. The Treasurer, if any, shall have the responsibility for Association funds and securities and shall be responsible for keeping full and accurate accounts of all receipts and disbursements in books belonging to the Association. He shall be responsible for the deposit of all monies and other valuable effects in the name, and to the credit, of the Association in such depositories as may from time to time be designated by the Board of Directors.

Section 7. Secretary. The Secretary shall attend and keep the minutes of all meetings of the Board of Directors or of the Association; shall give all notices as provided by these Bylaws, and shall have other powers and duties as may be incidental to the office of Secretary, given him by these Bylaws or assigned to him from time to time by the Board of Directors. If the Secretary shall not be present at any meeting, the presiding officer shall appoint a secretary pro tempore who shall keep the minutes of such meeting and record them in the books provided for that purpose.

Section 8. Auditor. The Association may at any meeting appoint some person, firm or corporation engaged in the business of auditing to act as auditor of the Association and to perform such audits and fiscal duties as may be requested of him by the Association.

ARTICLE V

OBLIGATIONS OF THE UNIT OWNERS

Section 1. Expenses and Assessments. Every Unit Owner shall contribute, pro rata on the basis of his Ownership Percentage as set forth in the Declaration, toward the expenses of administration of the Property and the Association, including but not limited to all types of insurance and the costs of operation, maintenance, repair and replacement of the Common Elements. The Association shall fix a monthly charge for each Unit in an amount sufficient to provide for its pro rata share of all such current expenses on the basis of such Unit Owner's Ownership Percentage, reasonable reserves for future expenses of administration, reasonable reserves for the expenses of utilities, periodic maintenance,

repair and replacement associated with the Common Elements and such other expenses as the Association may deem proper, subject to adjustment from time to time as the Association may deem necessary. Such monthly charge shall be due and payable in advance on the first day of every month, shall bear interest at the rate of twelve percent (12%) per annum from the date due until paid, and such charges, together with interest as aforesaid and reasonable attorney's fees of the Association (all as provided in the Declaration) shall be a lien on the Unit, assessed prior in right to all other charges whatsoever except assessments, liens and charges in favor of the State of Tennessee and Davidson County for taxes past due and unpaid on such Unit, and amounts and liabilities secured by first mortgage instruments duly Recorded.

Section 2. Supplemental Budget. In the event that, during the course of any year, it shall appear to the Board that the monthly assessments, determined in accordance with the estimated annual budget for such year, are insufficient or inadequate to cover the estimated common expenses for the remainder of such year, then the Board shall prepare and approve a supplement budget covering the estimated deficiency for the remainder of such year, copies of which supplemental budget shall be furnished to each Unit Owner, and thereupon a supplement assessment shall be made to each Unit Owner for his pro rata share based on his Ownership Percentage of such supplemental budget.

Section 3. Special Assessments. The Board shall have the right to levy a special assessment ("Special Assessment") upon the occurrence of a casualty (including, but not limited to, drought, flood, casualty losses, natural disasters, vandalism, etc.) as necessary and in the amount necessary to repair or replace any portions of the Property installed or maintained by the Association to the extent that the other funds are not available for such repairs or replacement, unless a decision is made not to restore the such damage as provided in Declaration. In addition, the Unit Owners, by at least a 67% affirmative vote of the total Unit Owners entitled to vote, may levy a Special Assessment from time to time or at any time. Any Special Assessment levied hereunder shall be payable within thirty (30) days from the date of the Assessment, or such later date as may be specified by the resolution or consent of the Unit Owners approving such Special Assessment, subject to the terms set forth in Section 9(c) of the Declaration.

Section 4. Working Capital and Transfer Fees. The Association shall maintain a working capital fund. Each Owner of a Unit shall pay a "Working Capital Fund Assessment" in the amount of Three Hundred, Fifty and No/Dollars ($350.00) to the Association at the closing of the sale of the contemplated dwelling and maintained in an account for the use and benefit of the Association. The purpose of the working capital fund is to provide the Association with cash to meet unforeseen expenditures, and/or to acquire additional equipment or services deemed necessary or advisable by the Board, and disbursements from such fund shall be made as directed by the Board. Amounts paid into the working capital fund shall in no event be considered advance payment(s) of monthly assessments. Upon the transfer of ownership of any Unit, the seller and buyer of said Unit must promptly notify the Association of the name and mailing address of the new owner; a reasonable transfer fee may be charged if such fee is approved by the Board.

Section 5. Maintenance and Repair.

(a) Every Unit Owner must perform promptly all maintenance and repair work within his Unit and Limited Common Elements that, if omitted, would affect the Property in its entirety or a part belonging to other Unit Owners, and is responsible for the damages and liabilities that his failure to do so may cause.

(b) All the repairs of internal installations of a Unit such as water, light, power, sewage, telephone and sanitary installations, lamps and all other accessories belonging to the Unit area shall be maintained at the Unit Owner's expense.

(c) A Unit Owner shall reimburse the Association for any expenditure incurred in repairing or replacing any Common Elements damaged through his fault.

Section 6. Use of Units. All Units shall be used in accordance with the provisions of the Bylaws, the Declaration, and the Rules and Regulations.

Section 7. Rules and Regulations. In order to assure the peaceful and orderly use and enjoyment of the Project and Common Elements of the Property, the Board of Directors may from time to time adopt, modify and revoke, in whole or in part, the Rules and Regulations for the Property, governing the conduct of persons in said Property as it may deem necessary. The Rules and Regulations, upon adoption, and every amendment, modification and revocation thereof, shall be delivered promptly to each Unit Owner and shall be binding upon all members and occupants of the Property. The Board may not adopt Rules and Regulations that conflict with or are in contravention of the Declaration or these Bylaws.

Section 8. Deeds of Trust and Mortgages. Any holder of a deed of trust or mortgage with respect to a Unit may file a copy of such instrument with the Board of Directors through the Secretary, who shall be required to notify such holder or mortgagee of:

(a) Any condemnation loss or any casualty loss that affects a material portion of the Property or the Unit covered by such mortgage or deed of trust;

(b) Any delinquency in the payment of expenses or charges owed relating to the Unit that is covered by such mortgage or deed of trust that remains uncured for sixty (60) days, and that the holder or mortgagee may, at its option, pay such delinquent expenses;

(c) Any lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Association;

(d) Any proposed action that would require the consent of a specified

percentage of deed of trust or mortgage lien holders.

Section 9. Insurance. The Board on behalf of the Association and its common expense shall at all times keep the Common Elements insured against loss or damage by fire with extended coverage in an insurance company authorized to do business in the State of Tennessee in accordance with the Declaration.

ARTICLE VI

EXECUTION OF INSTRUMENTS

Section 1. Instruments Generally. All checks, drafts, notes, bonds, acceptances, contracts and all other instruments except conveyances shall be signed by such person(s) as shall be designated by resolution of the Board applicable thereto.

ARTICLE VII

LIABILITY OF OFFICERS, DIRECTORS, AND MEMBERS

Section 1. Exculpation. No director or officer of the Association shall be liable for acts or defaults of any other officer or member or for any loss sustained by the Association or any member thereof, unless the same has resulted from his own willful misconduct or negligence.

Section 2. Indemnification. The Association shall indemnify and hold harmless each of its directors and officers, each member of any committee appointed pursuant to these Bylaws, the Board and/or Developer against all contractual and other liabilities to others arising out of contracts made by or other acts of such directors, Board, officers, committee members or Developer, on behalf of the Unit Owners, or arising out of their status as directors, officers, committee members or Developer, unless any such contract or act shall have been made fraudulently or with gross negligence or criminal intent. It is intended that the foregoing indemnification shall include indemnification against all costs and expenses (including, but not limited to, counsel fees, amounts of judgments paid and amounts paid in settlement) reasonably incurred in connection with the defense of any claim, action, suit or proceeding, whether civil, criminal, administrative or other, in which any such director, officer, Board, committee member or Developer may be involved by virtue of such person(s) being or having been such director, officer, committee member or Developer; provided, however, that such indemnity shall not be operative with respect to (a) any matter as to which such person shall have been finally adjudged in such action, suit or proceeding to be liable for gross negligence or fraud in the performance of his duties as such director, officer, committee member or Developer, or (b) any matter settled or compromised, unless, in the opinion of independent counsel selected by or in a manner determined by the Board, there is not reasonable ground for such person(s) being

adjudged liable for gross negligence or fraud in the performance of his or their duties as such director, officer, committee member or Developer.

Section 3. Success on Merits. To the extent that the Developer or a member of the Board of Directors or an officer of the Association or a member of any committee appointed pursuant to the Bylaws of the Association has been successful on the merits or otherwise in defense of any action, suit or proceeding referred to in Section 2 of this Article VII, or in defense of any claim, issue or matter therein, he shall be indemnified against expenses (including attorney's fees) actually and reasonably incurred by him in connection therewith.

Section 4. Advance Payment. Expenses incurred in defending a civil or criminal action, suit or proceeding may be paid by the Association in advance of the final disposition of such action, suit or proceeding as authorized by the Board of Directors in the specific case upon receipt of an undertaking by or on behalf of the person or entity seeking such indemnification or payment in advance to repay such amount unless it ultimately shall be determined that he is entitled to be indemnified by the Association as authorized in this Article VII.

Section 5. Miscellaneous. The Association and the Board shall have the power to raise and the responsibility for raising, by special assessment or otherwise, any sums required to discharge the Association's obligations under this Article; provided, however, that the liability of any Unit Owner arising out of any contract made by or other acts of the directors, Board, officers, members of such committees or Developer, or out of the aforesaid indemnity in favor of the directors, Board, officers, members of such committees or Developer, shall be limited to such proportion of the total liability hereunder as said Unit Owner's percentage of interest in the Common Elements bears to the total percentage interest of all of the Unit Owners in the Common Elements. Every agreement made by the directors, Board, officers, members of such committees, Developer or the Manager on behalf of the Unit Owners shall provide that the directors, Board, officers, members of such committees, Developer or the Manager, as the case may be, are acting only as agents for the Unit Owners and shall have no personal liability thereunder (except as Unit Owners), and that each Unit Owner's liability thereunder shall be limited to such proportion of the total liability thereunder as his percentage of interest in the Common Elements bears to the total percentage interest of all Unit Owners in the Common Elements.

ARTICLE VIII

AMENDMENT

Section 1. Amendment. These Bylaws may be amended, modified or revoked in any respect from time to time by vote of not less than sixty-seven percent (67%) of the Unit Owners at a meeting duly called for the purpose; PROVIDED, HOWEVER, that the contents of these Bylaws shall always contain those particulars that are required to be contained herein by the Act; and PROVIDED, FURTHER, that no modification of or amendment to

these Bylaws shall be valid unless set forth in an amendment to the Declaration; and PROVIDED, FURTHER, that these Bylaws may be amended by the Developer in the same manner and pursuant to the same limitations set forth in Section 25 of the Declaration.

Section 2. Conflict. In the event of any conflict between the provisions of these Bylaws and the provisions of the Declaration, the Declaration shall govern and apply.

ARTICLE IX

MISCELLANEOUS

Section 1. Terminology. When used herein, the singular shall include the plural, and vice versa, and the masculine, feminine or neuter gender shall include all other genders, as the context requires.

ARTICLE X

DEFINITIONS

Section 1. Terms Defined in Declaration. Capitalized terms not defined herein shall have the meaning given them in that certain Declaration for Chester executed by Developer, to which these Bylaws are attached and of which these Bylaws are a part.

The foregoing constitutes the Bylaws of this corporation as adopted and in full force and effect on this 12 day of August, 2016.

Jenn Garrett - *Incorporator*

EXHIBIT C

PLAT

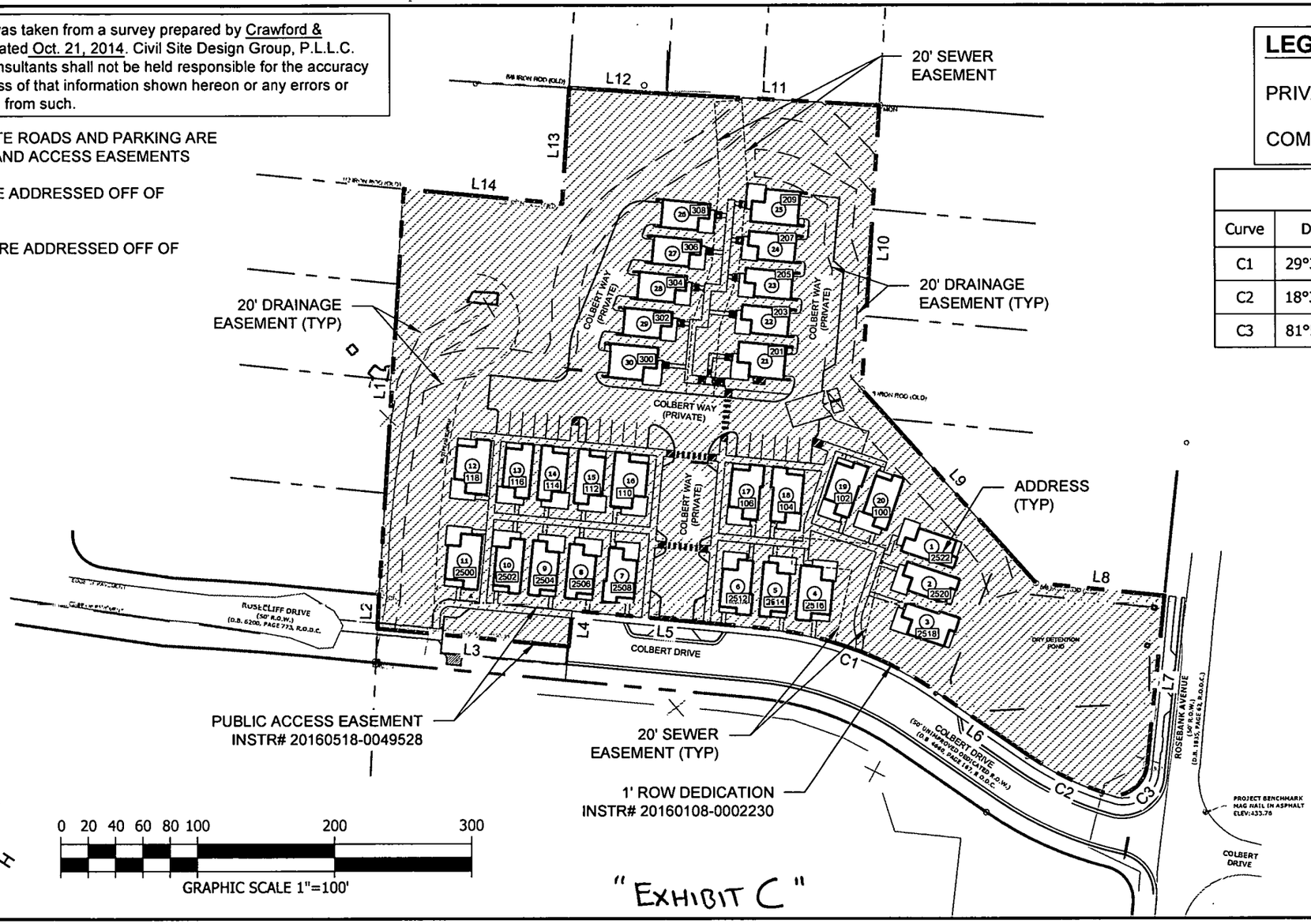
(See Attached)

Base Information was taken from a survey prepared by Crawford & Cummings, P.C., dated Oct. 21, 2014. Civil Site Design Group, P.L.L.C. and any of their consultants shall not be held responsible for the accuracy and/or completeness of that information shown hereon or any errors or omissions resulting from such.

* ON SITE PRIVATE ROADS AND PARKING ARE PUBLIC UTILITY AND ACCESS EASEMENTS

** UNITS 1-11 ARE ADDRESSED OFF OF COLBERT DRIVE

*** UNITS 12-30 ARE ADDRESSED OFF OF COLBERT WAY



NORTH

0 20 40 60 80 100 200 300

GRAPHIC SCALE 1"=100'

"EXHIBIT C"

LEGEND

PRIVATE ELEMENTS

COMMON ELEMENTS

Curve Data					
Curve	Delta	Length	Radius	Chord	
C1	29°39'40"	137.31'	265.23'	S69°44'51"E	135.78'
C2	18°35'26"	68.89'	212.33'	S64°12'44"E	68.59'
C3	81°58'13"	35.77'	25.00'	N46°44'06"E	32.79'

Parcel Line Table		
Line #	Length	Direction
L1	296.70	S03°39'31"W
L2	25.03	S02°35'26"W
L3	140.37	S84°34'41"E
L4	26.50	N05°25'19"E
L5	138.13	S84°34'41"E
L6	80.91	S54°55'01"E
L7	124.75	N05°45'00"E
L8	93.38	N84°08'07"W
L9	189.21	N41°25'38"W
L10	207.37	N03°39'34"E
L11	154.45	N86°46'38"W
L12	71.51	N86°24'46"W
L13	84.73	S03°33'20"W
L14	116.25	N84°38'56"W

PROPERTY EXHIBIT

DATE: 08/09/16
JOB NO.: 13-097-01

CIVIL SITE DESIGN GROUP
630 SOUTHGATE AVENUE, SUITE A · NASHVILLE, TN 37203
615.248.9999 www.civil-site.com

JOULE RESIDENTIAL DEVELOPMENT

MAP 084-01, PARCEL 019.00

Nashville, Davidson County, Tennessee

EXHIBIT D

OWNERSHIP PERCENTAGES

Unit Number	Ownership Percentage
1	3.33%
2	3.33%
3	3.33%
4	3.33%
5	3.33%
6	3.33%
7	3.33%
8	3.33%
9	3.33%
10	3.33%
11	3.33%
12	3.33%
13	3.33%
14	3.33%
15	3.33%
16	3.33%
17	3.33%
18	3.33%
19	3.33%
20	3.33%
21	3.33%
22	3.33%
23	3.33%
24	3.33%
25	3.33%
26	3.33%
27	3.33%
28	3.33%
29	3.33%
30	3.33%
TOTAL	**100%**

EXHIBIT E

ATTORNEY'S OPINION

As an attorney licensed to practice law in the State of Tennessee, I hereby state that in my opinion, all legal documents required under the terms of the Tennessee Horizontal Property Act for creation of a Planned Unit Development are being recorded as of the date of recording of this opinion. And, that having recorded said documents, a planned unit development is deemed to have been properly organized under the terms of the Tennessee Horizontal Property Act, T.C.A. §66-27-101 et seq.

Witness my hand this the 12 day of AUGUST, 2016.

Quinton Horner *(BAR#031730)*

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

JOULE HOMEOWNERS ASSOCIATION INC
STE 200
2206 21ST AVE S
NASHVILLE, TN 37212-4922

August 12, 2016

Filing Acknowledgment

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

SOS Control # :	**000861573**	Formation Locale:	TENNESSEE
Filing Type:	Nonprofit Corporation - Domestic	Date Formed:	08/12/2016
Filing Date:	08/12/2016 11:23 AM	Fiscal Year Close:	12
Status:	Active	Annual Report Due:	04/01/2017
Duration Term:	Perpetual	Image # :	B0291-0039
Public/Mutual Benefit:	Mutual		
Business County:	DAVIDSON COUNTY		

Document Receipt

Receipt # : 002841686	Filing Fee:	$100.00
Payment-Credit Card - State Payment Center - CC #: 3680818125		$100.00

Registered Agent Address:
QUINTON HORNER
STE 200
2206 21ST AVE S
NASHVILLE, TN 37212-4922

Principal Address:
STE 200
2206 21ST AVE S
NASHVILLE, TN 37212-4922

Congratulations on the successful filing of your **Charter** for **JOULE HOMEOWNERS 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 receive 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

000861573

CHARTER
NONPROFIT CORPORATION (ss-4418)

Tre Hargett
Secretary of State

Division of Business Services
Department of State
State of Tennessee
312 Rosa L. Parks AVE, 6th FL
Nashville, TN 37243-1102
(615) 741-2286
Filing Fee: $100.00

For Office Use Only
-FILED-
Control # 000861573

The undersigned, acting as incorporator(s) of a nonprofit corporation under the provisions of the Tennessee Nonprofit Corporation Act, adopt the following Articles of Incorporation.

1. The name of the corporation is: JOULE HOMEOWNERS ASSOCIATION INC

2. Name Consent: (Written Consent for Use of Indistinguishable Name)
☐ This entity name already exists in Tennessee and has received name consent from the existing entity.

3. This company has the additional designation of:

4. The name and complete address of its initial registered agent and office located in the State of Tennessee is:
QUINTON HORNER
STE 200
2206 21ST AVE S
NASHVILLE, TN 37212-4922
DAVIDSON COUNTY

5. Fiscal Year Close Month: December **Period of Duration:** Perpetual

6. If the document is not to be effective upon filing by the Secretary of State, the delayed effective date and time is:
(none) (Not to exceed 90 days)

7. The corporation is not for profit.

8. Please complete all of the following sentences by checking one of the two boxes in each sentence:
This corporation is a ☐ public benefit corporation / ☑ mutual benefit corporation.
This corporation is a ☐ religious corporation / ☑ not a religious corporation.
This corporation will ☑ have members / ☐ not have members.

9. The complete address of its principal office is:
STE 200
2206 21ST AVE S
NASHVILLE, TN 37212-4922
DAVIDSON COUNTY

(Note: Pursuant to T.C.A. §10-7-503 all information on this form is public record.)

B0291-0039 08/12/2016 11:23 AM Received by Tennessee Secretary of State Tre Hargett

B0291-0040 08/12/2016 11:23 AM Received by Tennessee Secretary of State Tre Hargett

CHARTER
NONPROFIT CORPORATION (ss-4418)

Tre Hargett
Secretary of State

Division of Business Services
Department of State
State of Tennessee
312 Rosa L. Parks AVE, 6th FL
Nashville, TN 37243-1102
(615) 741-2286
Filing Fee: $100.00

For Office Use Only
-FILED-
Control # 000861573

The name of the corporation is: JOULE HOMEOWNERS ASSOCIATION INC

10. The complete mailing address of the entity (if different from the principal office) is:
STE 200
2206 21ST AVE S
NASHVILLE, TN 37212-4922

11. List the name and complete address of each incorporator:

Title	Name	Business Address	City, State, Zip
Incorporator	Jenn Garrett	2206 21ST AVE S STE 200	NASHVILLE, TN 37212

12. School Organization: (required if the additional designation of "School Organization - Exempt" is entered in section 3.)

☐ I certify that pursuant to T.C.A. §49-2-611, this nonprofit corporation is exempt from the $100 filing fee required by T.C.A. §48-51-303(a)(1).

☐ This nonprofit corporation is a "school support organization" as defined in T.C.A. §49-2-603(4)(A).

☐ This nonprofit corporation is an educational institution as defined in T.C.A. §48-101-502(b).

13. Insert here the provisions regarding the distribution of assets upon dissolution:
In the event of dissolution of the Corporation, the residual assets of the Corporation (after all creditors of the Corporation have been paid), shall be distributed to the members prorated in accordance with their respective membership interests.

14. Other Provisions:

(Note: Pursuant to T.C.A. §10-7-503 all information on this form is public record.)

Aug 12, 2016 11:23AM
Signature Date

Electronic
Incorporator's Signature

Jenn Garrett
Incorporator's Name (printed or typed)

CHARTER
OF
JOULE HOMEOWNERS' ASSOCIATION, INC.

1. **NAME**: The name of the corporation is Joule Homeowners' Association, Inc.

2. **DURATION**: The duration of the corporation is perpetual.

3. **PRINCIPLE OFFICE**: The street address of the principle office of the corporation shall be 2206 21st Avenue South, Nashville, Tennessee 37212.

4. **REGISTERED OFFICE AND REGISTERED AGENT**: The mailing address of the corporation's registered office shall be 2206 21st Avenue South, Nashville, Tennessee 37212. The initial registered agent is J. Quinton Horner.

5. **INCORPORATOR**: The name of the incorporator is Jenn Garrett whose address is 2206 21st Avenue South, Nashville, Tennessee 37212.

6. **NOT-FOR-PROFIT**: The corporation is not for profit and shall be governed by the Tennessee Nonprofit Corporation Act.

7. **MEMBERS**: The corporation will have members.

8. **PURPOSE**: The purpose or purposes for which the corporation is organized is to operate a homeowners' association in compliance with the Declaration of Covenants, Conditions and Restrictions and By-Laws for Joule and to fulfill all the obligations and responsibilities of the association contained therein.

9. **LIABILITY**: A director or officer shall not be personally liable to the corporation for monetary damages for breach of fiduciary duty as a director or officer, except: (a) for acts or omissions not in good faith or which involve intentional misconduct or a knowing violation of law, (b) for any breach of the director or officer's duty of loyalty to the corporation; or (c) for distributions in violation of TCA § 48-18-304. It is intended that these provisions provide for limitation of liability of the directors and officers to the fullest extent permitted by law.

10. **DISSOLUTION**: Upon dissolution, the assets shall be distributed to its members pro rata.

11. **MUTUAL BENEFIT**: This corporation is a mutual benefit corporation.

Dated this _____ day of _____, 2016.

JENN GARRETT
Incorporator