BILL GARRETT, Davidson County
Trans:T20170074011 DEEDMAST
Recvd: 08/24/17 14:36 28 pgs
Fees:142.00 Taxes:0.00
20170824-0087222

This instrument prepared by:
JC Enterprise AMS, Inc.
P.O. Box 331822
Murfreesboro, TN 37133-1822

DECLARATION OF PROTECTIVE COVENANTS CONDITIONS AND RESTRICTIONS FOR ROLLING HILLS TOWNHOMES

A TOWNHOME PLANNED UNIT DEVELOPMENT

(A Horizontal Property Regime with Private Elements)

THIS DECLARATION is made, published and declared this 24 day of August 2017, by FAM Properties, LLC, a Tennessee Limited Liability Company, hereinafter referred to as **"Declarant"**:

WHEREAS, the Declarant is the fee simple Owner of a certain tract of real property in Davidson County, Tennessee, which property is more particularly described in Exhibit "A" attached hereto (the "Property"), and

WHEREAS, the Declarant has developed the Property to be known as "Rolling Hills Townhomes" into seven attached single family residential units, together with certain "private elements", "limited common elements", and "common elements" for the use, benefit and enjoyment of the Owners of the Units with each other; and

WHEREAS, the Declarant, upon the purchase of the Property has agreed to the Declaration of Covenants, Conditions and Restriction of Rolling Hills Subdivision (the "Master Association") as recorded in the Davidson County Register's Office, Davidson County, Tennessee under Instrument Number 20161110-0119099 and all assessments due the Master Association for the maintenance and upkeep of all common areas associated with said Rolling Hills Subdivision; and

WHEREAS, the Declarant, to the benefit, interest and advantage of the Declarant, the Unit Owners, and of each and every person or other entity, hereafter acquiring any interest in the Property that said Declaration of Covenants, Conditions and Restriction of Rolling Hills Subdivision along with this Document governing and regulating the use and occupancy of the same be established, fixed, set forth and declared as covenants running with the Land;

NOW THEREFORE, in consideration of the premises, the Declarant does hereby publish and declare that all or any portion of the Property described in Exhibit "A" is held and shall be held, conveyed, hypothecated, encumbered, leased, rented, used, occupied and improved subject to the following obligations (and subject to all easements, conditions, restrictions, etc., as set out on the Final Plat as recorded under instrument number 20170626-

0064219 in the Registers Office of Davidson County, Tennessee and attached hereto as Exhibit "B"), all of which are declared and agreed to be in furtherance of the plan for the development and improvement of the said Property, and the said covenants, conditions, restrictions, uses, limitations and obligations shall run with the land and shall be a burden and a benefit to the Declarant, its successors and assigns, and any person or legal entity acquiring or owning any interest in any portion of the said Property or any improvements thereon, their grantees, successors, heirs, executors, administrators, devisees, and assigns.

ARTICLE I. DEFINTIONS

The Following words when used in this Horizontal Property Declaration or any Supplemental Instrument hereto shall have the following meanings:

1. **"Act"** shall mean and refer to the "Horizontal Property Act" of the State of Tennessee codified at Tennessee Code Annotated, Section 66-27-101 through 123.

2. **"Annual Assessment"** shall mean and refer to the regular, yearly assessment of Common Expenses attributable to a particular Unit as further described herein.

3. **"Association"** shall mean and refer to **ROLLING HILLS TOWNHOME OWNERS' ASSOCIATION, INC.**, its successors and assigns.

4. **"Board" or "Board of Directors"** shall mean and refer to the body, regardless of name, designated in the Horizontal Property Declaration to act on behalf of the Association.

5. **"By-Laws"** shall mean and refer to the By-Laws of the Association attached hereto as Exhibit "D" and made a part hereof, as same may be amended from time to time. For purposes of the Act, all provisions contained in the Body of this Horizontal Property Declaration dealing with the administration and maintenances of the Development Property and other matter which the Act provides are to be dealt with by the By-Laws shall be deemed to be part of the By-Laws.

6. **"Common Element"** shall mean and refer to all of the Development Property comprising the Townhome Development, except for the Units and the Private Elements appurtenant thereto. All Common Elements shall be exclusively owned by the Association for the use and benefit of every Unit Owner, who 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, except as otherwise herein provided or stipulated:

a. 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 Unit Owners or necessary to the existence, upkeep and safety of the Townhome Development established by this Declaration.

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

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

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

e. All driveways, access roads, walkways, sidewalks, parking areas, open spaces and entrance and exits for ingress and egress to and from and over and across the Development Property and to and from the Units.

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

g. Any common walls or fences.

7. **"Common Expense"** shall mean and refer to any and all expenses, actual or anticipated, and/or other financial liabilities of the Association together with proper allocation to reserves for the Association in connection with the administration and operation of the Townhome Development established hereby; the maintenance and repair of the Common Elements and any and all replacements and additions thereto;; and the enforcement and compliance with the Act, this Horizontal Property Declaration and the By-Laws.

8. **"Common Expense Liability"** shall mean and refer to each Unit Owner's liability for Common Expenses allocated to each Unit as further set forth on Exhibit "C" attached hereto and made a part hereof, as same may be amended from time to time.

9. **"Declarant"** shall mean and refer to FAM Properties, LLC, a Tennessee Limited Liability Company, its successors and assigns, provided such successors and assigns are designated in writing by Declarant as a successor or assign of the rights of Declarant set forth herein. Declarant may and shall have the right to assign all or a portion of its rights, powers, easements and privileges under the Act and this Horizontal Property Declaration as further set forth and reserved to Declarant. In the event of a partial assignment, the assignee shall bet be deemed the Declarant but may and shall have the right to exercise such rights, powers, easements and privileges of the Declarant specifically assigned to it. Any such assignment may be made on a non-exclusive basis.

10. **"Development Period"** shall mean and refer to the period commencing upon the date hereof and ending on the earlier of the following dates: (a) on the date that one hundred percent of the Units have been conveyed to and initial third-party customer / purchaser other than the Declarant or the Builder; or (b) on any such earlier date as the Declarant, in its sole discretion, elects to terminate the Development Period.

11. **"Development Property"** shall mean and refer to the real property shown and described on Exhibit "B" attached hereto and made a part hereof.

12. **"Horizontal Property Declaration"** shall mean and refer to this Declaration of Protective Covenants, Conditions and Restrictions for Rolling Hills Townhomes, a Townhome Planned Unit Development (a horizontal property regime with Private Elements) applicable to the Development

Property and all subsections thereof and recorded in the Register's Office of Davidson County, Tennessee as may be amended from time to time.

13. **"Impositions"** shall mean and refer to any assessment, annual or special, or any other Common Expense or charge by the Association against one or more Units owned by a Unit Owner, including reasonable attorney's fees and costs incurred in the enforcement thereof and interest thereon to the extent authorized by law and the provisions hereof.

14. **"Limited Common Elements"** shall mean and refer to Common Elements and other fixtures lying partially within and partially outside the designated boundaries of a Unit, and portion thereof serving any Unit or Units to the exclusion of the other Units, the enjoyment, benefit and use of which is reserved exclusively to the Unit Owner(s) of Unit(s) pursuant to this Horizontal Property Declaration, any Plat or Site Plan of otherwise designated as such by the Board of Directors. Without limiting the generality of the foregoing, such Limited Common Elements include pipes, ducts, chutes, flues, wiring, conduit, walls, window boxes, window frames and screens, door and door frames, window and door glass panes, doorsteps, stoops as well as porches, patios and balconies, if any. As set forth in Tenn. Code Ann. 66-27-102(12), Limited Common Elements located upon Private Elements shall be deemed private elements. Any improvements made on the limited Common Elements shall be deemed as a Private element and any liability shall be with the owner of the Private element.

15. **"Owner"** shall mean and refer to the record owner (including Declarant), whether one or more person(s) or entities, of a common fee simple title to any Unit which is a part of the property, including the contract seller, but excluding those having such interest merely as security for the performance of an obligation.

16. **"Property"** (whether singular or, plural) shall mean all the land, property and space specifically referred to and designated in this instrument (by Davidson County, Tennessee, which owner elects to join the Association according to the specific terms and conditions contained herein, and all improvements and structures erected, constructed or contained therein or thereon, including the Buildings and all easements, rights and appurtenances belonging thereto, and all furniture, fixtures and equipment intended for the mutual use, benefit or enjoyment of the Owner.

17. **"Private Element"** shall mean and refer to the land area upon which a Unit is located and the improvements located thereon as further described on Exhibit "A" attached hereto and made a part hereof, exclusive of any Common elements located thereon. The Private elements appurtenant each Unit include the land area beneath the Unit as bound by the perimeter of the Unit as further shown and described on Exhibit "A". Exclusive ownership and use of the Private Elements for each Unit is reserved to such Unit. As set forth in Tenn. Code Ann. 66-27-102(12), Limited Common Elements located upon Private Elements shall be deemed to be Private Elements.

18. **"Unit"** shall mean and refer to the individually numbered portion of any Building, designed and built for the use and occupancy as a residence and intended for the independent ownership, which is not owned in common with any other Unit Owner. The boundaries of each Unit shall be the interior unfinished surfaces of the structural materials and improvements (e.g. flooring, ceiling and walls) enclosing such living space on the Development Property. Any Unit may be jointly or commonly owned by more than one Person.

ARTICLE II. THE ASSOCIATION

1. **Organization**. The Association is a non-profit Tennessee corporation charged with the Duties and invested with the powers prescribed by law and set forth in the Articles, By-Laws, and this Declaration. Neither the Articles nor the By-Laws shall, for any reason, be amended or otherwise changed or interpreted so as to be inconsistent with this Declaration. In the event of any such inconsistency, the provisions of this Declaration shall prevail. The officers and directors of the Association shall be required to be either (i) members of the Association; or (ii) officers, directors, agents, representatives, or employees of Declarant, or a successor to Declarant.

2. **Membership**. Each nit Owner shall be a Member and co-owner of the Association. Membership and co-ownership in the Association shall be appurtenant to and may not be separated from ownership of a Unit. A Unit Owner's membership in the Association shall automatically terminate when they cease 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 and co-ownership to the Association.

3. **Voting**. The voting rights of the Member shall be appurtenant to their ownership of a Unit(s). Each Member shall be entitled to cast a single vote for each Unit owned by such Member. When two or more Persons hold and interest (other than a leasehold or security interest) in a Unit, all such Persons shall be Members; but the Vote attributable to such Unit shall be exercised by one of such Persons as proxy and nominee for all such Members, and in no event, shall more than one (1) Member be entitled to cast the Vote attributable to such Unit. Furthermore, neither the Declarant nor any other Person dealing with the Development Property shall have any duty to inquire as to the authorization of the Member casting the Vote for a Unit, but shall be entitled to rely upon the evidence of voting as conclusive evidence of such Member's authority to cast the Vote for such Unit.

4. **Voting Rights – Members, Classes of Members**. Any Member who is delinquent in the payment of any Common Expense, Imposition or other charge duly levied by the Association against any Unit(s) owned by such Member, shall not be entitled to Vote until all such Common Expenses, impositions and charges, including reasonable penalties, interest and costs of collection, as the Board may impose or incur, have been paid to the Association. In addition, the Board may suspend the right of such Member to use the Common Elements or any other amenities or facilities or services of the Association until such delinquency is cured. The forgoing rights of the Board shall be in addition to all other rights set forth herein or available at law or in equity with respect to a failure to pay Common Expenses, Impositions and other duly levied charges.

Members shall consist of two (2) Classes:

a. **Class A Members**. Class A members shall be owners with the exception of the Declarant, but in no event, shall more than one (1) vote be cast with respect to any unit in this class.

b. **Class B Members**. Class B members shall be the Declarant and any successor thereto, and shall be entitled to seven (7) votes for each lot owned. The Class B membership shall cease and be converted to a Class A membership when Declarant or any successor no longer owns a Unit in the development or at such time prior to said ownership as determined in the sole discretion of the Declarant, whichever is earlier.

5. **Manner of Voting**. Except as specifically provided elsewhere herein, the Board shall have

the authority to regulate the procedural rules governing the voting of Members, the acceptance of proxies from Members, the validity of voice Votes, ballot Votes or other manners of voting and any regulation of the solicitation of Votes or proxies.

6. **First Annual Meeting**. The first annual meeting of the Members for the election of Directors and such other business as shall come before the Members shall be held on a date to be selected by the Board within NINETY (90) days following the sale of the last Unit by the Declarant or when the last Unit owned by the Declarant is occupied, which ever may come first. Until the first regular annual meeting of the Members, the members of the Board shall be appointed by the Declarant or the Declarant shall act as and on behalf of the Board.

7. **Management of Property**. The Declarant during the Development Period and thereafter the Board shall have the authority to engage the services of an agent (herein sometimes referred to as the "Association Manager" or "Agent") to maintain, repair, replace, administer and operate the Development Property and to manage the affairs of the Association to the extent deemed advisable by the Declarant during the Development Period and thereafter the Board. The cost of such services shall be a Common Expense of the Association.

8. **Non-Liability of Declarant, Board Members, Officers, and Association Manager/Agent**. To the extent permitted by law, neither the Declarant, Board, Officers, nor the Association Manager or Agent of the Association shall be personally liable to Unit Owners or the Association for any mistake of judgment or for any other acts or omissions of any nature whatsoever as such Declarant, Board Member, Officers, Association Manager or Agent, except for any acts or omissions found by a court to constitute gross negligence or actual fraud. Unit Owners and the Association shall indemnify and hold harmless the Declarant, Board Members, Officers, the Association Manager or Agent and their respective heirs, executors, administrators, successors and assigns.

9. **Binding Determination**. In the event of any dispute or disagreement between any Unit Owners relating to the Development Property; or the use, right to use or maintenance of any Common Element; or any other questions of interpretation or application of the provisions of this Horizontal Property Declaration, the By-Laws or any Rule or Regulation, the determination thereof by the Declarant during the Development Period and thereafter the Board shall be final and binding on each and all Unit Owners.

ARTICLE III. COMMON EXPENSES ANDENFORCEMENT

1. **Common Expenses**. Each Unit Owner, by acceptance of a deed therefore and commencing with the date of ownership of his Unit, is deemed to covenant and shall pay his proportionate share of the Common Expenses, which are to be assessed at least annually based upon a budget adopted at least annually by the Board, as well as any Imposition or other duly levied charge of the Association. No Unit Owner shall be exempt from payment of their proportionate share of the Common Expenses, Impositions and other duly levied charges of the Association by waiver or non-use of enjoyment of the Common Elements or by abandonment of their Unit The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer or Association Manager or Agent of the Association setting forth whether the Common Expenses, Impositions or other duly levied charges on a specified Unit have been paid. A properly executed certificate of the Association as to the status of the Common Expenses, Impositions or other duly levied charges on a Unit is binding upon the Association as of the date of its insurance.

2. **Commencement and Allocation**. The Board shall set the time and manner by which the Common Expenses, Impositions or other duly levied charges are paid. Written notice of the Common Expenses, any Imposition and other duly levied charges shall be sent to every Unit Owner subject thereto. Except as otherwise set by the Board, all such Common Expenses are payable in MONTHLY INSTALLMENTS due on the FIRST DAY of each MONTH and delinquent as of the TENTH DAY of the month. Any Impositions or other duly levied charges shall be due as provided on the notice related thereto and shall be deemed delinquent as of the TENTH DAY following the due date. Any delinquent Common Expense, Imposition or other duly levied charge shall be subject to a late payment fee of TEN PERCENT (10%) of the amount owed per annum until paid. The first Common Expenses, Impositions and other duly levied charge, if any, to be paid by a Purchaser shall be adjusted according to the number of months remaining in the calendar year. Following the first annual Common Expense assessment and pending the termination of the Development Period, to the extent that the Association is unable to pay all costs of maintaining the Common Elements and administering the Association, Declarant agrees that it will loan monies to the Association on an interest free basis to fund any such deficits. Upon the termination of the Development Period, Declarant will be assessed Common Expenses in the same manner as any other Unit Owner. With respect to Unit, the Common Expenses, Impositions and other duly levied charges, if any, shall commence as to each Unit upon conveyance of such Unit by Declarant to a Purchaser except for Unit(s) owned by a Builder, which shall commence on the earlier of (a) ONE year following the closing date related to the purchase of said Unit(s) by Builder from Declarant or (b) the date of receipt of a certificate of occupancy for a Unit

3.. **Special Assessments**. In addition to the Common Expenses authorized herein, the Board may levy a Special Assessment in addition to Common Expenses applicable to a particular year. Special Assessments shall be due and payable on the date which is fixed by the resolution authorizing such Special Assessment, and each Unit Owner shall be responsible for paying their share of the Special Assessment in the same percentage of the Common. Special Assessments shall be due as provided on the notice related thereto and shall be deemed delinquent as of the TENTH DAY following the due date. Any delinquent Special Assessment shall be subject to a late payment fee of TEN PERCENT (10%) of the amount owed per annum until paid.

4. **Working Capital Fund**. Every initial Unit Owner (excluding the Builder) shall pay a working capital fund assessment of Two Hundred, Fifty and No/00 Dollars ($250.00) to the Association at the closing of the sale of the completed Unit to such initial Unit Owner and each subsequent Unit Owner thereafter. The amounts paid to the working capital fund by each Unit Owner upon the closing of the sale of the Unit to such Unit Owner shall not be considered as advance payment of any Common Expenses, Impositions or other duly levied charges. The working capital fund shall be held and disbursed for the following purposes in the order of priority:

a. To fund costs of maintenance of the Common Elements and administration of the Association that cannot be defrayed by assessments.

b. To reimburse the Declarant for all amounts loaned by Declarant to the Association

to fund any operating deficits.

c. To assure that the Association will have cash available to meet unforeseen expenditures or to acquire additional equipment or services deemed necessary or desirable by the Board.

5. **Unit Transfer Fee**. A Unit transfer fee in the amount of Two Hundred Fifty and No/00 Dollars ($250.00), shall be paid to the Association Manager/Agent if any by the buyer or new Unit Owner of such Unit upon any sale or transfer of any Unit.

6. **Reserve Fund**. An adequate reserve fund for the maintenance, repair and replacement of items to be maintained, repaired or replaced by the Association pursuant to this Horizontal Property Declaration and the By-Laws shall be established by the Board and funded by the Common Expenses.

7. **Use of Common Expenses**. The Board shall have the power and authority to levy Assessments and other Impositions against all Members:

a. To promote the recreation, health, safety and welfare of the Unit Owners.

b. To provide for the maintenance, cleaning, painting, repair, replacement of, and additions to the Common Elements.

c. To pay taxes, insurance premiums for hazard insurance for Common Elements and insurance premiums for liability insurance protecting the Board, officers and the Declarant for any mistake of judgment or for any other acts or omissions of any nature whatsoever as such Declarant, Board member or officer, except for any acts or omissions found by a court to constitute gross negligence or actual fraud. Unit Owners and the Association shall indemnify and hold harmless the Declarant, the Board and the officers and their respective heirs, executors, administrators, successors and assigns.

d. To pay bills, if any, related to the management of the affairs and maintenance of the Association.

e. To pay the fees of any Association Manager/Agent that the Association may employ to manage the affairs of the Association.

f. To pay such other reasonable and necessary expenses of the Association required by or reasonably related to effectuating the rights, duties and responsibilities of the Association as provided by the Act, this Horizontal Property Declaration or the By-Laws.

8. **Creation of Lien**. The Association shall have a lien on a Unit for any Common Expense assessment or Imposition, including fines imposed against the Unit Owner, and such lien may be foreclosed by judicial action and shall have priority as to all other liens and encumbrances on a Unit except (a) liens and encumbrances recorded before the recordation of the Horizontal Property Declaration, (b) a first mortgage or deed of trust recorded before the date on which the Common Expense assessment or Imposition sought to be enforced became delinquent; and (c) liens for real estate taxes and other governmental

assessments or charges against the Unit The Recording of this Horizontal Property Declaration constitutes record notice and perfection of the lien, and no further recordation of any claim of lien for Common Expense assessments or Impositions is required. The lien for unpaid Common Expense assessments or Impositions is extinguished unless proceedings to enforce the lien are instituted within SIX (6) years after the date the lien for same becomes effective (i.e. due and unpaid). Such lien shall bear interest at the Delinquency Interest Rate, together with any reasonable late charge established by the Board and all costs, including reasonable attorney's fees in the collection thereof or in the enforcement of the lien

9. **Personal Obligation**. The Common Expenses and other Impositions, together with such interest, attorney's fees and costs shall also be the personal obligation of the Person who was the Unit Owner at the time same became due. Such personal obligation shall not pass to successors in title unless expressly assumed by them. The Association may bring an action at law against the Unit Owner personally obligated to pay same. If the lien is not paid prior to any sale or transfer of the encumbered Unit, then the lien shall remain against the Unit and shall be payable by the new Unit Owner thereof.

10. **Separate Real Estate Taxes**. Real estate taxes shall be separately taxed to each Unit Owner for his Unit and the Private Elements and Limited Common Elements appurtenant thereto in the event that such taxes for any year are not separately taxed to each Unit Owner, but rather are taxed on the Development Property as a whole, then each Unit Owner shall pay his proportionate share thereof in accordance with his respective Common Expense Liability.

11. **Separate Utility Charges**. Utility services for Units shall be separately metered, and all utility charges for the Units shall be assessed to and shall constitute the sole responsibility of the respective Unit Owners thereof. In the event that such utility charges are not separately metered and charged to each Unit Owner, but rather are charged on the Development Property as a whole, then each Unit Owner shall pay his proportionate share thereof in accordance with his respective Common Expense Liability.

ARTICLE IV. USE OF COMMON ELEMENTS

1. **Common Elements**. Each Unit Owner shall have the right and easement to use the Common Elements, except for Private Elements and Limited Common Elements, in common with
all other Unit Owners and as may be required for the purposes of access, ingress, egress, use, occupancy and enjoyment of the Unit owned by such Unit Owner

2. **Private Elements**. Each Unit Owner shall have the right to the exclusive ownership, use and possession of the Private Elements appurtenant to his Unit

3. **Limited Common Elements**. Each Unit Owner shall have the sole and exclusive right and easement to the use, benefit, occupancy and enjoyment of the Limited Common Elements serving his Unit alone

4. **Delegation of Rights**. Such rights to use the Common Elements, Private Elements

and the Limited Common Elements shall extend not only to each Unit Owner but also to his family members, invitees, agents, representatives, tenants and licensees.

5. **Declarant Use**. During the Development Period, the Declarant and its agents, employees, contractors and subcontractors, and their respective agents and employees, shall be entitled to such access, ingress to and egress from the Units, their Private Elements and the Development Property as may be required for purposes of the construction and sale of Units. While the Declarant owns any Unit(s), the Declarant and its employees and agents may use and show any unsold or unoccupied Unit as a model Unit and may use such unoccupied Unit as a construction or sales office.

6. **Limitation on Use**. The rights to use the Units, Private Elements, Common Elements, Limited Common Elements, the Development Property or any portion thereof as provided for herein shall be subject to and governed by the provisions of the Act, this Horizontal Property Declaration, By-Laws and Rules and Regulations adopted by the Board from time to time.

ARTICLE V. ALTERATIONS AND IMPROVEMENTS

1. **Common Elements**. No Unit Owner shall make any alteration, addition or improvement to, or place any Improvement upon the Common Elements, or any portion thereof, without the prior written approval of the Declarant during the Development Period and thereafter the Board. The Declarant during the Development Period and thereafter the Board may authorize and charge as part of the Common Expenses any such alteration, addition or improvement

2. **Units, Private Elements and Limited Common Elements**. Unit Owners shall be permitted to make any alteration, addition or improvement to the INTERIOR of his Unit without the prior written approval of the Board for so long as such alteration, addition or improvement does not impair the structural integrity or mechanical systems thereof. However, such Unit Owner shall be responsible for any damage to other Units, the Private Elements and Limited Common Elements appurtenant thereto, the Common Elements, the Development Property or any part thereof resulting from such alteration, addition or improvement Any alteration, addition, improvement or maintenance made by a Unit Owner to the EXTERIOR of his Unit, its Private Elements and the Limited Common Elements attributable thereto: (a) shall be in strict conformity with the architectural style and design of the Unit as originally constructed and shall be compatible with other improvements constructed on the Development Property as determined by the Declarant during the Development Period and thereafter the Board in its sole discretion; and (b) shall not be constructed, placed, or maintained on the Development Property until the Plans and specifications therefor showing the nature, kind, shape, height, materials, color, location and any other information required by the Declarant during the Development Period and thereafter the Board have been submitted to and approved in writing by the Declarant during the Development Period and thereafter the Board.

3. **Limited Effect of Plan Approval**. The approval by the Declarant during the Development Period and thereafter the Board of a Unit Owner's Plans for the construction of an Improvement is not intended to be an approval of the structural stability, integrity or design of a completed improvement, the safety of any component therein, or the compliance thereof with

DAVIDSON COUNTY regulatory requirements or any federal, state or local law, regulation or ordinance. This approval by the Board is required solely for the purpose of insuring compliance with the covenants contained herein and to insure the harmonious and orderly architectural and aesthetic development and improvement of the Development Property. Notice is hereby given to any future Unit Owner, occupant and all invitees and other persons who may from time to time enter such completed Improvement that no permission or approval granted by the Declarant, the Board or the Association with respect to the construction of any Improvement pursuant to this Horizontal Property Declaration shall constitute or be construed as an approval of the structural stability, integrity or design of a completed Improvement, the safety of any component therein or the compliance thereof with DAVIDSON COUNTY regulatory requirements or any federal, state or local law, regulation or ordinance. As such, no liability shall accrue to the Declarant, the Board, Officers, the Association, or the Association Manager/Agent in the event that any such construction shall subsequently prove to be defective or not in compliance with such requirements.

4. **Declarant / Association**: Improvements made and/or work performed by Declarant or Association shall not be subject to the provisions of this Article. Notwithstanding anything to the contrary set forth elsewhere in this Horizontal Property Declaration, Declarant and the Association shall not be responsible for the maintenance, repair and replacement of any construction, installation, alterations or additions not made in compliance with the provisions of this Article

ARTICLE VI. USE ANDOCCUPANCY RESTRICTIONS

1 **General**. The following restrictions on the use and occupancy of the Development Property, or any part thereof, are made a part of this Horizontal Property Declaration to which each Unit Owner shall be subject

2. **Residential Unit**. Each Unit shall only be used for residential purposes and purposes incidental and necessary thereto consistent with this Horizontal Property Declaration, and not otherwise. The foregoing restriction shall not, however, be construed in such a manner as to prohibit a Unit Owner from: (i) keeping his personal business or professional records or accounts; or (ii) handling his personal business or professional calls or correspondence from his Unit Such uses are expressly declared customarily incident to the principal residential use and not in violation of said restriction. Further, the foregoing restriction shall not preclude real estate sales offices and construction trailers from being maintained on the Development Property by or on behalf of the Declarant for purposes of construction, development and sale of the Development Property and the Units located or to be located thereon.

3. **Unit Lease**. No Unit, or interest therein, shall be leased by a Unit Owner except by a written lease, a copy of which shall be provided to the Association. In no event shall any Unit be leased as short-term rentals meaning less than six (6) months. The Lessee under such lease shall be bound by and subject to all of the terms, conditions, restrictions, rights and obligations of this Horizontal Property Declaration, By-Laws and the Rules and Regulations, which shall be expressly provided in the lease. Failure to comply with the Declaration and By-Laws shall be a default under such lease. No Unit Owner may lease less than the whole of a

Unit. This restriction shall not be deemed to prohibit Mortgagee who takes title to a Unit pursuant to the terms of its security instrument from leasing a Unit for a limited time until the Mortgagee can find a buyer for the Unit.

4. **Good Condition and Order**. Each Unit Owner shall maintain his Unit and the Private Elements and Limited Common Elements appurtenant thereto in good condition and in good order and repair, at his own expense. Each Unit Owner shall not do or allow anything to be done or kept within his Unit, the Private Elements and Limited Common Elements appurtenant thereto or the Common Elements which may increase the cost or cause the cancellation of insurance on other Units, the Private Elements and Limited Common Elements appurtenant thereto or the Common Elements.

5. **Nuisances**. No unlawful, noxious or offensive activities shall be carried on or in any Unit, the Private Elements and Limited Common Elements appurtenant thereto; the Common Elements; or elsewhere within the Development Property. Nothing shall be done therein or thereon, which may be or may become a nuisance or which shall in the judgment of the Board cause unreasonable noise and disturbance to others.

6. **Animals**. No animals, livestock or poultry of any kind shall be raised, bred or kept on or within the Development Property; except that dogs, cats or other household pets may be kept, provided they are confined to the Units, the Private Elements and Limited Common Elements appurtenant thereto. However, such dogs, cats or other household pets shall not be kept, bred or maintained for any commercial purposes, and they shall not be kept in such numbers as to become a nuisance to others. It is the responsibility of the pet owner to clean and dispose of any waste produced by the pet Further, such dogs, cats or other household pets shall be kept in strict accordance with any Rules and Regulations relating to household pets from time to time may be adopted by the Association.

7. **Garbage Disposal**. The Development Property shall not be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers and shall be disposed of in a clean and sanitary manner. No garbage cans, trash containers, recycling bins nor any other such garbage receptacle shall be permitted in public view except for a twenty-four (24) hour period surrounding the designated date and time for pickup as set by the provider of said services

8. **Clotheslines and Lighting.** No clotheslines, clothes hanging devices or the like upon any Unit or its Private Elements shall be permitted. Outside lights at eaves and door entrances, flood lights and spot lights shall be permitted; provided, however, these lights must be adjusted so that the rays of any beam or floodlight shall not interfere with neighboring Units and their Private Elements. Exterior flashing lights or spot/flood lights on the exterior that shine on or into adjacent Units and their Private Elements shall be prohibited. Walkway, driveway or landscape lighting shall be of low intensity. Seasonal decorative lighting shall be permitted only during the holiday season. Any lighting inconsistent with these restrictions must be approved by Declarant during Development Period and thereafter the Board.

9. **Codes**. Each Unit Owner shall observe all governmental building codes, health restrictions, zoning restrictions and other regulations applicable to his Unit and its Private

Elements. In the event of any conflict between any provision of such governmental code, regulation or restriction and this Declaration, the more restrictive provision shall apply.

10. **Vehicles**. Junk vehicles, inoperable vehicles, unlicensed vehicles, vehicles not for immediate use or vehicles of any kind in disrepair may not be kept, parked, serviced or assembled in public view on the Development Property. "Serviced" for purposes of this subparagraph shall not be deemed to include the cleaning, washing or polishing of a vehicle; the changing of oil, lubricants, anti-freeze or other fluids; nor the replacing of air, oil or other filters used in the vehicle

11. **Use of Common Elements**. The Common Elements shall be used by Unit Owners and their family members, invitees, agents, representatives, tenants and licensees for such purposes incidental to the use of the Units, provided, however, areas designed for a specific use shall be used for the purposes so designated as approved by the Board. The use, maintenance and operation of the Common Elements shall not be obstructed, damaged or unreasonably interfered with by any Unit Owner.

12. **Personal Property**. Articles of personal property belonging to any Unit Owner and their family members, invitees, agents, representatives, tenants and licensees, such as bicycles, wagons, toys, furniture, clothing and other articles shall be stored or kept in the Unit, or other storage facility approved by Declarant during Development Period and thereafter the Board.

13. **Additional Prohibited Activities**. The Board may from time to time reasonably prohibit certain activities on or within the Development Property and such prohibition shall be final and binding on all Unit Owners

14 **Binding Determination.** In the event of any dispute or disagreement between any Unit Owners relating to the Development Property, the use, right to use or maintenance of any Common Elements, or any other questions of interpretation or application of the provisions of this Horizontal Property Declaration or the By-Laws, the determination thereof by the Board shall be final and binding on each and all such Unit Owners and Occupants

ARTICLE VII. MAINTENANCE

1. **Common Elements** Except as otherwise provided herein, maintenance of, repairs to and replacements within the Common Elements shall be the responsibility of and shall be furnished by the Association, the cost of which shall be part of the Common Expenses assessed to and paid by all Unit Owners.

2. **Units, Private Elements and Limited Common Elements**. Each Unit Owner, at his own expense, shall furnish and be responsible for all maintenance of, repairs to and replacements within his Unit as well as to the Private Elements and Limited Common Elements appurtenant to his Unit. If any Unit Owner fails to maintain, repair or replace any items required herein to be maintained, repaired or replaced by said Unit Owner, then the Association shall have the right, but not the duty, in its sole discretion, to carry out such maintenance, repair or replacement, the cost of which shall be added to and become a part of the Common Expense

attributable to such Unit.

3. **Unit Owner Responsibility for Damage**. If the negligent act or inaction of a Unit Owner or of his family members, invitees, agents, representatives, tenants, licensees or household pet causes damage to or necessitates the maintenance, repair or replacements of the Common Elements, which would otherwise be a part of the Common Expenses, then such Unit Owner shall pay for such damage or such maintenance, repair and replacement, as may be determined by the Board, to the extent not covered by the Association's insurance. If the act or inaction of a Unit Owner or of his family members, invitees, agents, representatives, tenants or licensees that causes damage to or necessitates the maintenance, repair or replacements of Common Elements is intentional, reckless or grossly negligent, then such Unit Owner shall pay for such damage or maintenance, repair and replacement as may be determined by the Board irrespective of the extent of the Association's insurance coverage.

4. **Decorations and Cleaning**. Each Unit Owner, at his own expense, shall furnish and be responsible for all decorating and routine cleaning and maintenance within his Unit, as may be required from time to time, including painting, wallpapering, washing, cleaning, paneling, carpeting, floor covering, draperies, window shades and curtains, lighting/ plumbing fixtures and other furnishings / decorating. Each Unit Owner shall be entitled to the exclusive use of the interior surfaces of the perimeter walls, floors and ceilings of his Unit, and such Unit Owner shall maintain said interior surfaces in good condition at his sole expense. Said maintenance and use of interior surfaces shall be subject to the Rules and Regulations of the Association, but each Unit Owner shall have the right, at his sole expense, to decorate such interior surfaces from time to time as he may see fit. All windows, doors and screens, including storm windows and doors, forming part of a perimeter wall of a Unit shall be cleaned and washed, and any damage thereto repaired, at the expense of the Unit Owner of that Unit.

ARTICLE VIII. REMEDIES AND ENFORCEMENT

1. **General**. In the event of any violation of the provisions of the Act, this Horizontal Property Declaration, the By-Laws and/or the Rules and Regulations of the Association by any Unit Owner by his own conduct or by the conduct of any family member, invitee, agent, representative, tenant or licensee, the Association, its successors or assigns, any Unit Owner aggrieved thereby and the Declarant shall have each and all of the rights and remedies which may be provided for in this Horizontal Property Declaration, the By-Laws, the Rules and Regulations and any right that may be available at law or in equity. The Association, its successors or assigns, and the Declarant may prosecute an action or other proceeding against such defaulting Unit Owner and/or others for the enforcement of any right or remedy; the enforcement of any lien; for damages, injunction or specific performance; for judgment for payment of money and collection thereof; for any combination of remedies; or for any other relief available and appropriate. Any action in tort or contract alleging wrongdoing by the Association must be brought against the Association and not against any Unit Owner.

2. **Violation and Non-compliance Fines**. In the event of any violation of the provisions of the Act, this Horizontal Property Declaration, the By-Laws or the Rules and Regulations of the Association by any Unit Owner or any family member, invitee, agent, representative, tenant or licensee of his Unit, the Declarant during the Development Period and

thereafter the Board or an authorized agent thereof shall give written notice to the Unit Owner of such non-compliance and the basis therefor. If the violation or non-compliance is not brought into compliance or a satisfactory resolution is presented in writing by the Unit Owner and accepted by the Declarant during the Development Period and thereafter the Board within TEN (10) business days of the delivery of this written notice, then the Declarant during the Development Period and thereafter the Board shall be authorized: (a) to assess reasonable fines related to the violation and/or non-- compliance; and/or (b) to make the necessary corrections or to take necessary action to achieve compliance at the Unit Owner's expense. In the event of multiple or continuing violations, fines may be assessed against the Unit Owner without further notice or opportunity to cure, and the Board may make the necessary corrections or to take necessary action to achieve compliance atthe Unit Owner's expense.

3.. **Enforcement Costs**. All expenses of the Association and the Declarant in connection with any such actions or proceedings, including court costs and reasonable attorney's fees and other fees and expenses and all damages, liquidated or otherwise, together with interest thereon at the Delinquency Interest Rate or such other uniform lawful rate as the Board shall determine, until paid, shall be charged to, assessed against and paid by such defaulting Unit Owner. All such expenses of the Association, if not paid, shall be added to and deemed part of the Unit Owner's respective share of the Common Expenses, and the Association shall have a lien on the Unit and the Private Elements and Limited Common Elements appurtenant thereto.

4. **No Waiver**. The failure by the Declarant, the Board or any Unit Owner to enforce any covenant, restriction or Rule and Regulation provided in this Horizontal Property Declaration, the By-Laws or the Act shall in no event be deemed a waiver of the right to do so thereafter.

ARTICLE IX. DECLARANT AND DEVELOPMENT RIGHTS

1. In addition to all other rights reserved by or otherwise provided in favor of the Declarant in this Horizontal Property Declaration, as may be amended from time to time, and the Act, the Declarant during the Development Period, shall have the following rights:

a. To complete Improvements indicated on Plats and Plans filed with this Horizontal Property Declaration, as may be amended from time to time.

b. To create, add, withdraw, modify, alter or redefine Units or Common Elements comprising the Townhome Planned Unit Development; to subdivide Units or convert Units into Common Elements; and to allocate Limited Common Elements to specific Units.

c. To make the Townhome Planned Unit Development part of a larger planned community or to make the Townhouse Planned Unit Development subject to a master association.

d. To grant licenses to Persons who are not Unit Owners to use portions of the Common Elements, subject to an obligation to pay an equitable share of the Common Expenses attributable to such licensed Common Elements.

e. To maintain sales or management offices, models and signs advertising the development on the Development Property.

2. **Rights Reserved**. In addition to any rights reserved elsewhere in this Horizontal Property Declaration, the right and easement of use and enjoyment of the Common Elements provided for by this Horizontal Property Declaration shall be subject to:

a. The right of the Declarant and thereafter the Association to suspend the use and enjoyment rights of any Unit Owner for any period during which any Common Expense, Imposition or other duly levied charge remains unpaid and for such period of time as it considers appropriate for any infraction of the Associations published Rules and Regulations.

b. The right of the Declarant and thereafter the Association to charge reasonable fees for the use of any part or parts of the Common Elements or other amenity owned by the Association or otherwise available for use by the Unit Owners.

c. The right of the Declarant and thereafter the Association, at its sole expense, to construct, expand, enlarge or relocate sewers, utility lines or service connections in order to serve the existing Units.

d. The right of the Declarant and thereafter the Association to grant such easements and rights-of-way to such utility companies or public agencies or authorities as it shall deem necessary for the proper servicing and maintenance of the Common Elements and Units.

e. The right of the Declarant and thereafter the Association to subject the Development Property to such cross easements for ingress, egress, access and utilities as may be necessary or as may be required by appropriate governmental agency/authority to serve the Development Property and Units

ARTICLE X. RIGHTS AND OBLIGATIONS

1. **General**. Each grantee of a Unit, by the acceptance of a deed of conveyance, accepts the same subject to all restrictions, conditions, covenants, reservations, liens and charges and subject to the jurisdiction, rights and powers created or reserved by this Horizontal Property

Declaration and the By-Laws. All present and future Unit Owners shall be subject to and shall comply with the provisions of this Horizontal Property Declaration and the By-Laws. All restrictions, conditions, covenants, liens, reservations, charges, rights, benefits and privileges hereby imposed: (a) shall be deemed and taken to be covenants running with the land; (b) shall bind any Person having at any time any interest or estate in said land; and (c) shall be binding upon and inure to the benefit of such Person in like manner as though the provisions of this Horizontal Property Declaration were recited and stipulated at length in each and every deed of conveyance or contract for conveyance.

2. **By-Laws.** All present and future Unit Owners of a Unit shall be subject to and shall comply with the provisions of the By-Laws attached hereto and recorded herewith, as they may

be amended from time to time. The acceptance of a deed of conveyance or devise or the entering into occupancy of any Unit shall constitute an agreement that the provisions of the By- laws and any Rules and Regulations, as may be amended from time to time, are assumed, accepted and ratified by such Unit Owner. All 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 leasethereof.

3. **Mortgagee.** The terms and conditions of this Horizontal Property Declaration, the By- laws and the Rules and Regulations of the Association may be incorporated by reference in and become part of the agreement between any Mortgagee of a Unit and any present or future Unit Owner who enters into such an agreement with a Mortgagee of his Unit When so incorporated, any default in the terms and conditions of this Horizontal Property Declaration, the By-Laws and the Rules the and Regulations may be considered by the Mortgagee of a Unit as a default, whereupon said Mortgagee after exercising its option to declare a default shall then have all of the rights and privileges arising as a result of a default under its agreement with said Unit Owner

ARTICLE XI. MORTGAGEE RIGHTS AND PROTECTIONS

1. **Actions Requiring Mortgagee Approval**. Except as otherwise provided in the Act, without the prior written consent, at least FIFTY-ONE PERCENT (51%) of all recorded first Mortgagees of Units or beneficiaries thereunder (based upon one vote for each Unit upon which a Mortgage is owned), who have requested such notice, the Association shall not be entitled to:

a. By act or omission, seek to abandon or terminate the Townhome Planned Unit Development established hereby or to seek to abandon or terminate the restrictions herein.

b. Change the formula for determining each Unit's Common Expense Liability or allocating distributions of hazard insurance proceeds or condemnation awards.

c. By act or omission, seek to abandon, partition, subdivide, encumber, sell or transfer the Common Elements; provided that, the granting of easements for public utilities or for other public purposes consistent with the intended use of the Common Elements by the Development Property shall not be deemed to transfer within the meaning ofthis clause

d. Use hazard insurance proceeds for losses to any Common Element for other than the repair, replacement or reconstruction of such Improvements, except as provided bystatute

2. **Voting Rights**. In addition to the required Votes of the Unit Owners necessary to approve a proposed amendment as set forth in this Horizontal Property Declaration, unless a higher percentage Vote is required elsewhere in this Horizontal Property Declaration or by the Act, written consent of at least FIFTY-ONE PERCENT (51%) of all recorded first Mortgagees of Units or the beneficiaries thereunder (based upon one vote for each Unit upon which a Mortgage is owned), who have requested such notice, shall be required to approve any amendment to this Horizontal Property Declaration or the By-Laws which would materially

affect or change:

a. A Unit Owners' voting rights, rights to use Common Elements or the right to sell or transfer a Unit.

b. The method of assessment of Common Expenses or the priority of the lien of the Association for unpaid Common Expenses, Impositions or other duly levied charges.

c. The requirement of a reserve fund for the repair or replacement of the Common Elements, and the responsibility for maintenance or repair of the Common Elements or Units.

d. The boundaries of a Unit or the method of determining when property will be reconstructed or repaired in the event of partial destruction or the conversion of a Unit to Common Elements or vice versa.

e. Any provision of this Horizontal Property Declaration which expressly benefits any Mortgagee, insurer or guarantor

3. **Insurance Policy.** Mortgagees shall have the right, upon written request, to receive notice from the Association of any lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Association.

4. **Condemnation and Casualty Loss**. Mortgagees shall be entitled to timely written notice of any condemnation or casualty loss that affects either a material portion of the Common Elements or the Unit securing the Mortgagee's Mortgage, and no Unit Owner or any other party shall have priority over any rights of Mortgagees in the case of a distribution to Unit Owners of insurance proceeds or condemnation awards related to Units and/or Common Elements.

5. **Mortgagee Consent**. Mortgagees shall also have the right, upon written request, to receive written notice from the Association of any proposed action that requires the consent of a specified percentage of Mortgagees.

6. **Mortgagor Default**. Mortgagees, upon written request, shall be notified by the Association in writing of any default by the mortgagor of a Unit in the performance of such mortgagor's obligations under the Development Property documents which is not cured within SIXTY (60) days from the date of such default.

7. **Unit Disposition**. This Horizontal Property Declaration, the By-Laws or any other constituent documents of the Development Property shall not impair the rights of any Mortgagee to: (a) foreclose or take title to a Unit pursuant to remedies provided in the Mortgage; (b) accept a deed (or assignment) in lieu of foreclosure in the event of default by a mortgagor; or (c) sell a Unit acquired by the Mortgagee

8. **Reserve Fund**. Common Expenses shall include an adequate reserve fund for maintenance, repair and replacement of those Common Elements, if any, that must be replaced on a periodic basis and shall be payable in regular installments rather than by

Special Assessments.

9.. **General Notice**. Mortgagees shall request notice of the matters set forth herein by making written request to the Association upon becoming an Mortgagee hereunder and requesting that the name and address of such Mortgagee and the Unit so encumbered be identified by the records of the Association to be established and maintained pursuant to the By- laws. Any notice requesting approval of any Mortgagee as required herein shall advise said Mortgagee that failure to respond within SIXTY (60) days of said notice shall be deemed to be approval by said Mortgagee of the matter for which approval is being sought

ARTICLE XII. EASEMENTS AND ENCROACHMENTS

1. **Common Elements**. Each Unit Owner shall have a perpetual and non-exclusive easement for ingress and egress to his Unit and in, upon, over, under, across and through the Common Elements.

2. **Public and Private Utilities**. Easements for installation and maintenance of public and private utilities and drainage facilities are reserved as shown on the Site Plan and as otherwise shown by the public records. A blanket, perpetual and non-exclusive easement in, upon, over, across and through the Common Elements, including the Private Elements and Limited Common Elements, for the purpose of the installation, maintenance, repair, service and replacement of all sewer, water, power, telephone, cable television systems pipes, lines, mains, conduits, poles or transformers as well as any and all other equipment or machinery necessary or incidental to the proper functioning of any utilities systems servicing the Development Property is hereby reserved, which easement shall be for the benefit of the Declarant, the Association and any governmental agency, utility company or other entity (public or private) which requires same for the purpose of furnishing one or more of the foregoing services.

3. **Declarant**. During the Development Period, an easement is reserved to Declarant in, upon, over, under, across and through the Common Elements, including the Private Elements and the Limited Common Elements, in order to maintain such facilities and perform such operations as in the sole opinion of the Declarant may be reasonably required, convenient or incidental to the construction and maintenance of the Units, the Private Elements, the Limited Common Elements and the Common Elements, including, without limitation, a business or sales office, storage area, construction yards and signs.

4.. **Encroachment**. If any portions of the Common Elements, including the Limited Common Elements, shall actually encroach upon any Unit or its Private Elements, or if any Unit or its Private Elements shall actually encroach upon any portions of the Common Elements as shown on the Site Plan due to engineering errors, errors in original construction, settlement or shifting of a Building or any similar cause, there shall be deemed to be mutual easements in favor of the respective Unit Owners involved to the extent of such encroachments so long as same exists; provided, however, in no event shall an easement for encroachment be created in favor of a Unit Owner, if said encroachment occurred due to the willful act of said Unit Owner.

5. **Association**. A blanket, perpetual and non-exclusive easement of unobstructed

ingress and egress in, upon, over, across and through the Common Elements, including the Private Elements and the Limited Common Elements, is hereby reserved to the Association, the Board, Managing Agent or their respective agents or employees for the purpose of maintaining, repairing, and replacing the Common Elements, the Limited Common Elements or any equipment, facilities or fixtures affecting or servicing or the Common Elements as well as to remedy any violations of the provisions of this Horizontal Property Declaration, the By-Laws or any Rule and Regulation of the Association; provided that requests for entry are made in advance and that any such entry is at a time reasonably convenient to the Unit Owner. In the case of an emergency or the Unit Owner's uncooperative or untimely response to such request, the right of entry shall be immediate, whether the Unit Owner is present at the time or not.

6. **Federal, State and Local Entity**. An easement is hereby established for the benefit of any applicable federal, state or local entity over all portions of the Development Property for the setting, removing and reading of water meters; for maintaining and replacing water, sewage and drainage facilities; for police protection, firefighting and garbage collection; and the rendering of such other services as are appropriate and necessary for the use and enjoyment of the Development Property. In no case shall any such entity be responsible for failing to provide any such emergency or regular fire, police or other public service to the Development Property or to any of its occupants, when such failure is due to the lack of access to such area as a result of inadequate design or construction, blocking of access routes, or any other factor within the control of the Declarant, the Association or any Unit Owner.

ARTICLE XIII. INSURANCE AND RECONSTRUCTION

1. **Common Elements and Limited Common Elements**. The Board shall have the authority to and shall obtain insurance for the Common Elements (exclusive of the Units and the Private Elements appurtenant thereto), 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 the cost of restoring the Common Elements, or any part thereof, to substantially the same condition in which they existed prior to damage or destruction. Such insurance coverage shall be written in the name of the Association, and the proceeds thereof shall be payable to the Board, as the trustee for the Association, and the policy shall include a standard mortgage clause or equivalent endorsement. The policy of insurance shall be a "blanket" or "master" type of policy and should also contain, if possible, a waiver of subrogation rights by the insurer against individual Unit Owners. The premiums for such insurance shall be a Common Expense.

2. **Units, Private Elements and Limited Common Elements**. EACH UNIT OWNER SHALL BE RESPONSIBLE FOR OBTAINING INSURANCE FOR THAT UNIT OWNER'S UNIT, PRIVATE ELEMENTS AND LIMITED COMMON ELEMENTS that are inseparable appurtenance thereto, the ownership, possession, enjoyment, benefit and use of which are reserved exclusively to such Unit Owner 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 Unit, the Private Elements and Limited Common

Elements appurtenant thereto and any personal property of the Unit Owner stored in the Unit or elsewhere on the Development Property.. In addition, each Unit Owner shall be responsible for obtaining his own insurance insuring said Unit Owner personally from liability in connection with the ownership, possession, use and occupancy of his Unit and the Private Elements and Limited Common Elements appurtenant thereto. Such insurance shall not be the responsibility of the Association and by acceptance of a deed to a Unit, each Unit Owner acknowledges that such insurance is and shall be the sole responsibility of said Unit Owner.

3. **Damage Removal and Reconstruction**. Except as otherwise provided in the preceding two paragraphs, in the event of damage to or destruction of any Common Elements as a result of fire or other casualty covered by insurance proceeds, the Board shall promptly cause debris to be cleared and leave the same in a neat and orderly condition. The Board shall, in its sole and absolute discretion without intervention of any Unit Owner, determine and arrange for prompt repair, restoration and reconstruction of the damaged portion of such Common Elements in substantial accordance with the original plans and specifications therefore. Any change or alteration must be approved by the Board. Where the insurance indemnity is insufficient to cover the cost of such repairs, restoration and reconstruction, the deficit shall be paid by all Unit Owners directly affected by the damage or destruction in a fair proportion as determined by the Board in its sole and absolute discretion. The Board shall not be responsible for the repair, replacement or restoration of any Unit nor the Private Elements and Limited Common Elements appurtenant thereto or any improvements, furnishings, fixtures, appliances, equipment, decorations or landscaping installed in or for the sole benefit of a Unit by its Unit Owner.

4. **Non-Compulsory Reconstruction**. Reconstruction shall not be compulsory where the whole or more than two-thirds (2/3rds) of the Units are destroyed or damaged by fire or other casualty as determined by the Board. In such case and unless otherwise unanimously agreed upon by the Unit Owners directly affected by the casualty, the net proceeds of insurance policies shall be divided equally among such Unit Owners and the Mortgagees of the Units directly affected by the casualty as determined in the sole discretion of the Board, after paying from the share of each affected Unit Owner or Mortgagee, as their interests may appear: (a) the costs of removing debris and returning the site to a condition compatible with the overall appearance of the Development Property, including without limitation, landscaping, and (b) the just amount of any unpaid liens on any Unit in the order of priority of such liens. Provided, however, no such disbursement of the aforesaid insurance proceeds to any Unit Owner or Mortgagee shall occur unless simultaneously with such disbursement each affected Unit Owner delivers to the Board a recordable deed quitclaiming his interest in his Unit and the Private Elements and Limited Common Elements appurtenant thereto to the Board, as trustee for the remaining Unit Owners, and also delivers to the Board a recordable release of any liens on his Unit.

5. **Withdrawal of Destroyed Unit and Percentage Interest Reallocation**. Upon recording of the deeds and releases referred to in the preceding paragraph as same relate to each such destroyed Unit, said Unit shall be deemed withdrawn and shall be thereafter deemed to be Common Elements. After the Board has affected any such withdrawal, the responsibility for the payment of future Common Expenses for any such withdrawn Unit shall cease.

6 **Fidelity Insurance**. The Board shall have the authority to obtain fidelity coverage for officers, directors and employees who handle or are responsible for handling Association funds. Such coverage policy shall be in such amounts as the Board in its best business judgment may determine. Such coverage policy shall contain waivers of any defense based upon the exclusion of Persons serving without compensation. The fidelity coverage policy shall provide that it may not be canceled or substantially modified without at least THIRTY (30) days written notice to the Association. The premiums for such insurance shall be a Common Expense.

7. **Other Insurance**. The Board shall have the authority to obtain such other insurance as it deems reasonably desirable or necessary, in such amounts, from such sources and in such forms as it deems desirable to insure the Common Elements, each member of the Board and officer of the Association, each member of any committee appointed pursuant to the By-Laws from liability arising from the fact that said person is or was a director or officer of the Association or a member of such a committee. The Board may (but shall not be required to) require of those performing any maintenance, repair or other work on the Development Property, for which the Association is responsible, such liability or other insurance, including workmen's compensation, as it deems reasonably necessary or desirable given the nature, circumstances and amount of the work being performed. The premiums for such insurance shall be a Common Expense.

8. **Insured's Authorized Representative**. All insurance obtained by the Board shall provide that there may be named as an insured on behalf of the Association, the Association's authorized representative who shall have exclusive right to negotiate settlements and to perform such other functions as necessary to accomplish this purpose. The Association, or its authorized representative, shall act as attorney-in-fact for each Unit Owner under each policy obtained by the Board for all purposes and to the extent permitted by law.

ARTICLE XIV. CONDEMNATION

1. **Common Elements**. 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. Any and all notices related to or concerning such taking in condemnation or by eminent domain of a part of the Common Elements shall be addressed and sent to Declarant during the Development Period or the Board. If the Board in its sole and absolute discretion approves the repair and restoration of such Common Elements, the Board shall arrange for the repair and restoration of such Common Elements, and the Board shall disburse the proceeds of such award to the contractors 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 receipt of the award, the Board shall disburse the net proceeds of such award on a fair and reasonable basis to the Mortgagees directly affected by the condemnation and the balance to the Unit Owners directly affected thereby. The decision of the Board as to the fairness and reasonableness shall be binding upon all parties, if such decision reasonably relates to the given facts.

2. **Units**. If a Unit or Units are acquired by a taking in condemnation or by eminent domain so as to leave the Unit Owner(s) with a remnant which may not practically or lawfully be

used for any purpose permitted by this Horizontal Property Declaration, upon acquisition by the condemning authority, unless the decree provides otherwise, each affected Unit or Units' Common Expense Liability shall be automatically reallocated to the remaining Units. Any remnant of a Unit remaining shall thereafter be a Common Element

ARTICLE XV. AMENDMENTS

1. **Members**. Except as otherwise provided herein, the provisions of this Horizontal Property Declaration may be changed, modified or amended by Supplemental Instrument or other written and properly recorded instrument setting forth such change, modification or amendment, upon the affirmative Vote of not less than FIFTY PERCENT (50%) of the Members present at a duly called meeting of the Association or the affirmative written consent of such percentage of the Members at which a quorum is present unless a higher percentage Vote is required elsewhere in this Horizontal Property Declaration or the Act. However, any such change, modification or amendment that would change or delete any right, remedy, benefit or privilege afforded to the Declarant under this Horizontal Property Declaration shall require the consent of the Declarant in order to be effective. Any such change, modification, amendment or revocation shall not become effective until the instrument evidencing such change has been recorded in the Register's Office for DAVIDSON COUNTY, Tennessee.

2. **Declarant**. The Declarant hereby reserves and shall have the right, power, privilege and authority, in its sole discretion, to amend this Horizontal Property Declaration and any Exhibit hereto without the consent, joinder or approval of the Association, the Board, any Unit Owner, any person having a contractual right to purchase a Unit, any Mortgagee or beneficiary of any Mortgage or deed of trust on any Unit or any other Person. Declarant shall be in no way obligated to amend this Horizontal Property Declaration or any Exhibit hereto pursuant to this paragraph.

3. **Duration**. The covenants and restrictions of this Horizontal Property Declaration shall run with and bind the land, for a term of TWENTY (20) years from the date this Horizontal Property Declaration is recorded, after which time they shall be automatically extended for successive periods of TEN (10) years unless a properly approved and executed instrument has been recorded prior to the expiration of said 20-year period or any said 10-year period, as the case may be, agreeing to terminate said covenants.

4. **Termination**. Revocation of this Horizontal Property Declaration and the Townhome Planned Unit Development created hereby shall require: (a) the affirmative Vote of SEVENTY- FIVE PERCENT (75%) of all the Members of the Association entitled to Vote at a duly called meeting of the Association or the affirmative written consent of such percentage of the Members at which a quorum is present; and (b) the affirmative Vote of SEVENTY-FIVE PERCENT (75%)of Mortgagees having first mortgage liens on any Unit(s), however, any such Mortgagee is deemed to have approved the termination, if notice is sent to the last address of such Mortgagee on file with the Association and no objection is received within THIRTY (30) days thereafter.

5. **Discrimination**. No amendment shall discriminate against any Unit Owner or

against any Unit or group of Units, unless the Unit Owner(s) so affected shall consent.

6. **Statute of Limitation**. No action to challenge the validity of an amendment adopted by the Association may be brought more than ONE (1) year after the amendment is recorded.

ARTICLE XVI. GENERAL PROVISIONS

1. **Notices**. Notices to the Association or the Declarant set forth in this Horizontal Property Declaration, the By-Laws or in the Act, shall be in writing and shall be addressed to the Association or the Declarant at such address as may be provided from time to time. The Association and the Declarant may designate a different address for notices to it by giving written notice of such change of address to all Unit Owners. Notices addressed as above shall be deemed delivered when mailed by U.S. registered or certified mail or when delivered in person to the Association or Declarant with written acknowledgment of the receipt thereof.

2 **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 power of management, operation and control of the Unit remain vested in the trust beneficiary or beneficiaries, then the beneficiaries thereunder shall be considered Unit Owners for all purposes and they shall be responsible for payment of all Common Expenses, obligations, liens or indebtedness and for the performance of all agreements, covenants and undertakings chargeable or created under this Horizontal Property Declaration against such Unit No claim shall be made against any such title-holding trustee personally for payment of any lien or obligation hereunder created, and the trustee shall not be obligated to sequester funds or trust property to apply in whole or in part against such lien or obligation. The amount of any such lien or obligation shall continue to be a charge or lien upon the 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

3. **Governing Document Conflict**. In the event of a conflict between this Horizontal Property Declaration and the By-Laws or any other applicable governing document of the Association, the Horizontal Property Declaration shall prevail except to the extent the Horizontal Property Declaration is inconsistent with the Act.

4. **Severability**. All provisions of this Horizontal Property Declaration and the By-Laws shall be severable. Invalidation of any provision of this Horizontal Property Declaration by judgment or court order shall not affect any other provision not expressly held to be void under the specific facts and circumstances giving rise thereto, and all such remaining provisions shall remain in full force and effect together with the provisions ruled upon as they apply to facts and circumstances other than those expressly invalidated.

5. **Gender**. The use of the masculine gender in this Horizontal Property Declaration and in the By-Laws, shall be deemed to include the feminine and neuter references and the use of the singular shall be deemed to include the plural whenever the context so requires.

6. **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.

7. **Exoneration of Declarant**. Each Unit Owner or any other party having an interest in any portion of the Development Property expressly agree that no duty or obligation is imposed upon the Declarant to enforce or attempt to enforce any of the covenants or restrictions contained herein, nor shall the Declarant be subject to any liability of any kind or nature whatsoever in respect to any claim that the Declarant has failed to enforce same.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, The Declarant has caused this Horizontal Property Declaration to be duly executed this the 24 day of AUGUST, 2017.

Declarant: **FAM Properties, LLC**

By: FAWZY GAD
Fawzy Gad, Member

STATE OF TENNESSEE
COUNTY OF Davidson

Before me, the undersigned, a Notary Public in and for said County and State, personally appeared Fawzy Gad, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who upon oath, acknowledged himself to be a Member of the FAM Properties, LLC, the within named Declarant, and that as such Member, being authorized to do so, executed the within instrument for the purposes therein contained by signing the name of the Declarant by himself as such Member.

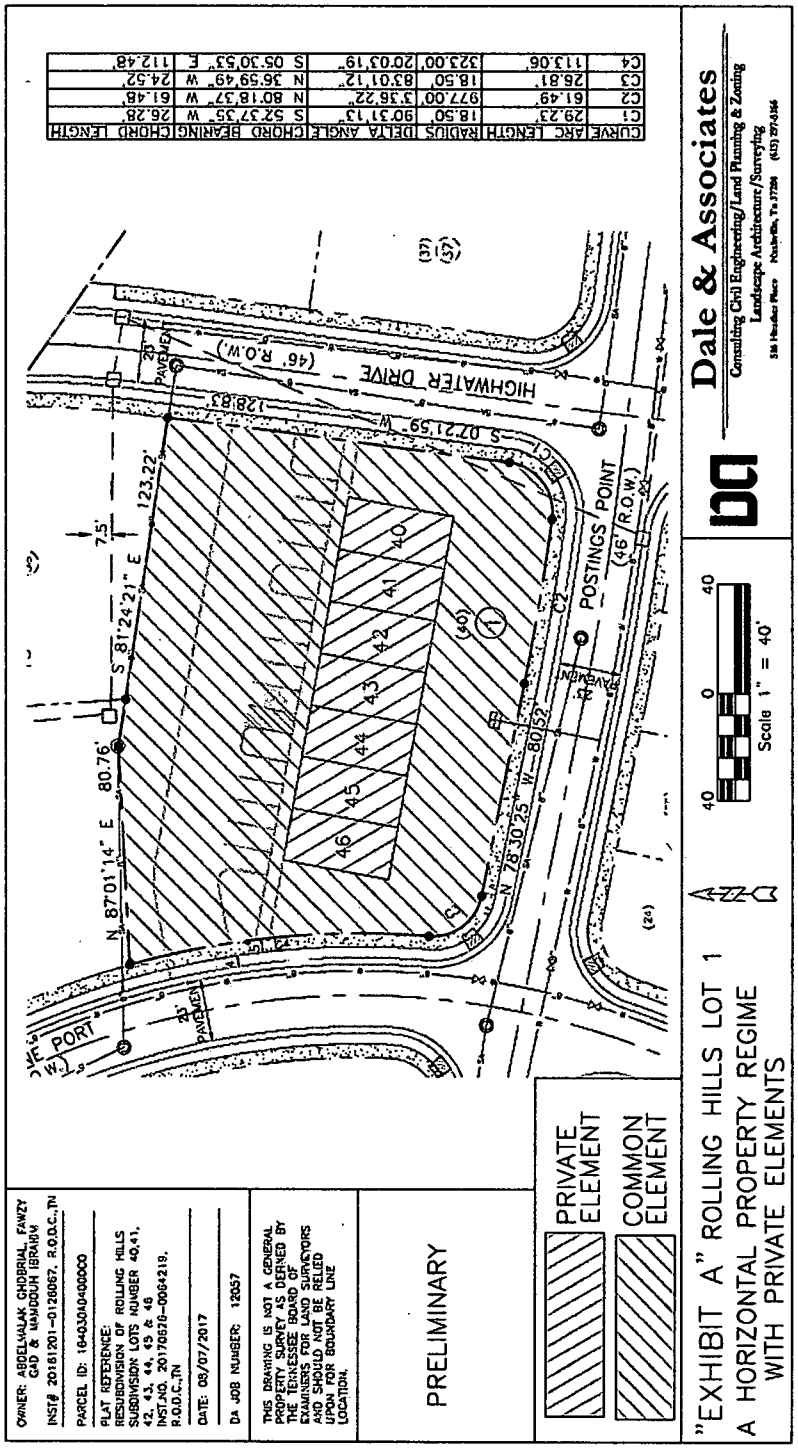
Witness my seal this the 24th day of August, 2017.

JOHN FARAG
STATE OF TENNESSEE NOTARY PUBLIC
DAVIDSON COUNTY

Notary Public

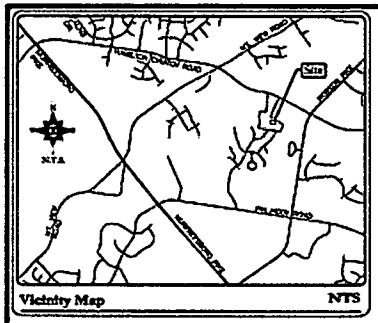
My Commission Expires: 05/06/2019

EXHIBIT "A"



CURVE	ARC LENGTH	RADIUS	DELTA ANGLE	CHORD BEARING	CHORD LENGTH
C1	29.23'	18.50'	90°31'13"	S 52°37'35" W	26.28'
C2	61.49'	977.00'	3°36'22"	N 80°18'37" W	61.48'
C3	26.81'	18.50'	83°01'12"	N 36°59'49" W	24.52'
C4	113.06'	323.00'	20°03'19"	S 05°30'53" E	112.48'

Land in Davidson County, Tennessee, being Lot 1 on the Plan of the Final Plat, Re-Subdivision of Rolling Hills Subdivision Lot Numbers 40, 41, 42, 43, 44, 45, & 46 of record in Plat at Instrument No. 20170626-0064219, in the Register's Office for Davidson County, Tennessee, to which Plan reference is hereby made for a more complete description of the property.



LEGEND

I.R.(F)	IRON ROD (FOUND)
I.R.(S)	IRON ROD (SET)
RCP	REINFORCED CONCRETE PIPE
CMP	CORRUGATED METAL PIPE
M.B.S.L.	MINIMUM BUILDING SETBACK LINE
P.U.D.E.	PUBLIC UTILITY & DRAINAGE EASEMENT
M.H.	SANITARY MANHOLE
A.D.	INLET
W.M.	WATER METER
W.V.	WATER VALVE
F.H.	FIRE HYDRANT
LOT NUMBER	
PARCEL NUMBER	
PROPERTY LINE	
FENCE LINE	
OVERHEAD UTILITIES	OH
UNDERGROUND ELECTRIC	UGE
WATER LINE	W
SANITARY LINE	SA
CONCRETE	

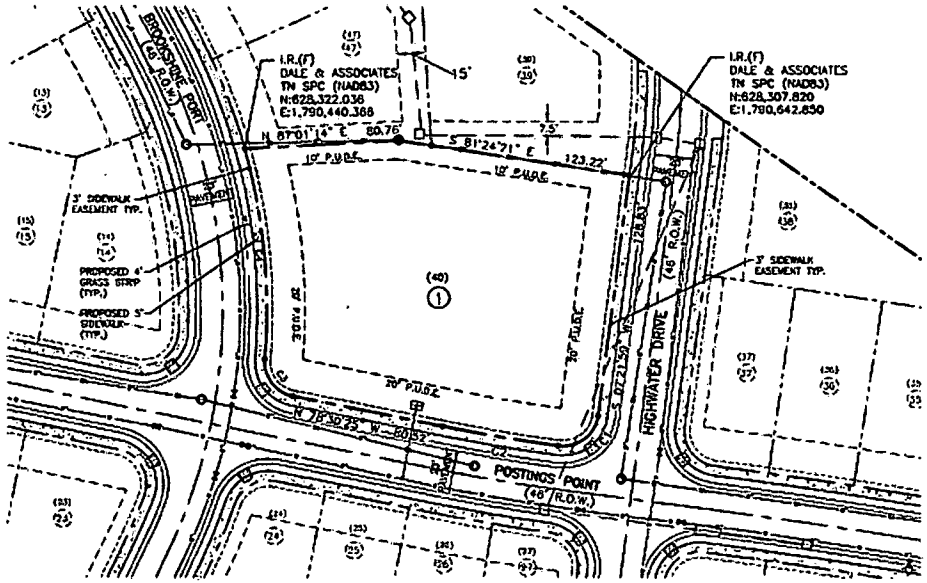
40 0 40 80 120

Scale 1" = 40'





CURVE	ARC LENGTH	RADIUS	DELTA ANGLE	CHORD BEARING	CHORD LENGTH
C1	29.23'	18.50'	90°31'13"	S 52°37'35" W	26.28
C2	61.49'	977.00'	3°36'22"	N 80°18'37" W	61.48
C3	28.81'	18.50'	89°01'12"	N 36°39'40" W	24.52
C4	113.06'	323.00'	20°03'19"	S 69°30'53" E	112.48



GENERAL NOTES

1. THE PURPOSE OF THIS PLAT IS TO CONSOLIDATE SEVEN LOTS INTO ONE LOT. FOR TOWNHOME TYPE USE. NO ADDITIONAL UNITS ARE BEING REQUESTED (7 TOTAL). DEVELOPER INTENDS TO USE EXISTING UTILITIES' LOCATIONS AS PREVIOUSLY APPROVED.
2. BEING LOTS 40, 41, 42, 43, 44, 45 & 46 ON THE FINAL PLAT OF ROLLING HILLS IN INSTRUMENT NUMBER 20161109-0115395, IN THE REGISTER'S OFFICE FOR DAVIDSON COUNTY, TENNESSEE.
3. CURRENT ZONING FOR SUBJECT PARCELS IS SP (SPECIFIC PLAN) PER THE METROPOLITAN PLANNING DEPARTMENT-ONLINE MAPPING PARCEL REPORT.
4. THIS SURVEYOR DID NOT PHYSICALLY LOCATE THE UNDERGROUND UTILITIES. UTILITIES SHOWN ARE FROM FIELD LOCATED VISIBLE APPURTENANCES, MAPS OBTAINED FROM CONSULTATION WITH VARIOUS UTILITY COMPANIES, OR OTHER DRAWINGS. THIS SURVEYOR MAKES NO GUARANTEE THAT: 1) THE UNDERGROUND UTILITIES, EITHER CURRENTLY IN SERVICE OR ABANDONED, COMPRISE ALL OF SUCH UTILITIES IN THE SUBJECT AREA AND THAT. 2) THEY ARE IN THE EXACT INDICATED LOCATION AS SHOWN.
5. PARCEL NUMBERS SHOWN THUS (00) PERTAIN TO PROPERTY MAP NUMBER 104-03-0-A PROPERTY ASSESSOR'S OFFICE, DAVIDSON COUNTY, TENNESSEE.
6. PROPERTY OWNERS:
   PARCEL 62: FUSION WORLDWIDE, LLC
   3350 PLAYERS CLUB PARKWAY
   MEMPHIS, TN 38125
7. BEARINGS SHOWN ARE BASED ON GPS OBSERVATION AND ARE RELATIVE TO THE TENNESSEE STATE PLANE COORDINATE SYSTEM, NORTH AMERICAN DATUM 1983 (NAD83).
8. THE PROPERTY SHOWN HEREON IS LOCATED ON ZONE "X" AND NOT INCLUDED IN AREAS DESIGNATED AS "SPECIAL FLOOD HAZARD" ON THE LATEST FLOOD INSURANCE PROGRAM MAPS BEING ON MAP NO. 47037C0411 H, EFFECTIVE DATE: APRIL 5, 2017.
9. THIS SURVEY WAS PREPARED USING THE LATEST RECORDED DEEDS & PLAT DESCRIPTIONS REFERENCED HEREON. NO TITLE COMMITMENT WAS PROVIDED TO THIS SURVEYOR AT THE TIME OF SURVEY. THIS SURVEY IS SUBJECT TO SUCH FACTS THAT A CURRENT TITLE EXAMINATION MAY REVEAL.
10. PROPERTY CORNERS SHOWN THUS —● ARE MARKED BY IRON RODS.
11. A PUBLIC UTILITY & DRAINAGE EASEMENT OF TWENTY FEET (20') ADJACENT TO ALL STREET RIGHT-OF-WAYS OR UNLESS NOTED OTHERWISE SHALL HEREBY BE MADE A PART OF THIS RECORDING. WHERE CORNER BUILDING SETBACKS ARE LESS THAN TWENTY FEET (20'), THE EASEMENT DEPTH SHALL BE REDUCED TO THE BUILDING ENVELOPE THEN BACK TO ORIGINAL DEPTH.
12. ANY EXCAVATION, FILL OR DISTURBANCE OF THE EXISTING GROUND ELEVATION MUST BE DONE IN ACCORDANCE WITH STORM WATER MANAGEMENT ORDINANCE NO. 78-840 AND APPROVED BY THE METROPOLITAN DEPARTMENT OF WATER SERVICES.
13. ALL LOTS ARE TO BE SERVED BY PUBLIC WATER AND SANITARY SEWER. INDIVIDUAL WATER AND SANITARY SEWER SERVICE LINES ARE REQUIRED FOR EACH PARCEL.
14. THE DEVELOPMENT OF THIS PROJECT SHALL COMPLY WITH THE REQUIREMENTS OF THE ADOPTED TREE ORDINANCE 2008-328 (METRO CODE CHAPTER 17.24, ARTICLE II, TREE PROTECTION AND REPLACEMENT) AND CHAPTER 17.40, ARTICLE X, TREE PROTECTION AND REPLACEMENT PROCEDURES).
15. SIZE DRIVEWAY CULVERTS PER THE DESIGN CRITERIA SET FORTH BY METRO STORMWATER MANAGEMENT MANUAL (MINIMUM DRIVEWAY CULVERT IN METRO ROW IS 15" CMP).
16. THE REQUIRED FIRE FLOW SHALL BE DETERMINED BY THE METROPOLITAN FIRE MARSHALL'S OFFICE, PRIOR TO THE ISSUANCE OF A BUILDING PERMIT.
17. A PRESSURE REDUCING VALVE IS REQUIRED ON THE CUSTOMER SIDE OF THE METER WHEN WATER PRESSURES EXCEED 100 PSI AND A PRV IS REQUIRED ON THE STREET SIDE OF THE METER WHEN PRESSURES EXCEED 150 PSI
18. METRO WATER SERVICES SHALL BE PROVIDED SUFFICIENT AND UNENCUMBERED INGRESS AND EGRESS AT ALL TIMES IN ORDER TO MAINTAIN, REPAIR, REPLACE, AND INSPECT ANY STORM WATER FACILITIES WITHIN THE PROPERTY.
19. THE DEVELOPMENT OF THIS PROPERTY SHALL COMPLY WITH METRO WATER SERVICES STORM WATER DIVISION, INFILL GUIDELINES PER ORDINANCE BL2004-910.
20. THE FINAL PLAT SHALL DEPICT THE REQUIRED PUBLIC SIDEWALK, ANY REQUIRED GRASS STRIPS OR FRONTAGE ZONE AND THE LOCATION OF ALL EXISTING AND PROPOSED VERTICAL OBSTRUCTIONS WITHIN THE REQUIRED SIDEWALK AND GRASS STRIP OR FRONTAGE ZONE. PRIOR TO THE ISSUANCE OF USE AND OCCUPANCY PERMITS, EXISTING VERTICAL OBSTRUCTIONS SHALL BE RELOCATED OUTSIDE OF THE REQUIRED SIDEWALK. VERTICAL OBSTRUCTIONS ARE ONLY PERMITTED WITHIN THE REQUIRED GRASS STRIP OR FRONTAGE ZONE.
21. DECLARATION OF RESTRICTION AND COVENANTS FOR STORMWATER FACILITIES AND SYSTEMS SWORF#20130000045 AS RECORDED ON INSTRUMENT NUMBER 20130513-0043021, R.O.D.C., TN.

CERTIFICATE OF OWNERSHIP

I (we) hereby certify that I am (we are) the owner(s) of the property shown and described hereon as evidenced in Map 104-03 A, Parcels 40 thru 46, in Instrument Number 20151201-0122087, in the Register's Office of Davidson County, Tennessee, and that I (we) hereby adopt the plan of subdivision with my (our) free consent, and that this plat constitutes offers of irrevocable dedication for all public roads, utilities, easements and other facilities shown hereon as required by the subdivision regulations of the Planning Commission of Metropolitan Nashville, Davidson County.

Name FANZY Ood Date 6-7-2017
Fanzy Ood — Tax Map 104-03 A, Parcels 43, THRU 45

Name Mamdouh Ibrahim Date 6-7-2017
Mamdouh Ibrahim — Tax Map 104-03 A, Parcels 40, THRU 42

Name Abdelmalek Ghabid Date 6-7-17
Abdelmalek Ghabid — Tax Map 104-03 A, Parcels 40, THRU 46

SURVEYOR'S CERTIFICATE

I hereby certify that to the best of my knowledge and belief the hereon shown subdivision plat represents a category I survey having an unadjusted ratio of precision of 1:10,000 and is true and correct. Approved monuments have been placed as indicated, all side lot lines are at right angles (tangent) to street unless otherwise noted.

STEVEN C. MATTHEWS — TENNESSEE REG. NO. 2352

Name STEVEN C. MATTHEWS, TN. RLS # 2352 Date 6/1/2017
DALE AND ASSOCIATES
516 HEATHER PLACE
NASHVILLE, TN 37204
615-297-5166 EXT: 109
steve@daleandassociates.net

COMMISSION APPROVAL

Approved by the Metropolitan Planning Commission of Nashville and Davidson County, Tennessee.

Secretary Date 6-23-17

SUBDIVISION NUMBER 2017S-104-001

RECORD

Davidson County PLAT 4.0
Record: 6/23/2017 10:32 1 Pgs
Fees: 29.00 Taxes: 0.00
20170626-0064219

FINAL PLAT

Re-subdivision of Rolling Hills Subdivision Lots Number 40, 41, 42, 43, 44, 45 & 46

Being lots 40, 41, 42, 43, 44, 45 & 46 on the Final Plat of Rolling Hills in Instrument Number 20161109-0115395, R.O.D.C., Tennessee.

ANTIOCH, DAVIDSON COUNTY, TENNESSEE
DISTRICT 33, COUNCIL PERSON SAM COLEMAN

TOTAL AREA	AREA OF R.O.W. DEDICATION	SCALE: 1" = 40'
= 0.688 ACRES = 29,481.173 S.F.	=0.00 SQ.FT.	PROJECT # 12897

REVISIONS:
Revised: April 13, 2017

Date: March 31, 2017

P1
1 of 1

Owner & Developer:
Abdelmalek Ghobrial
4225 Shaghark Trail
Antioch, TN 37013
(615) 482-6317

Dale & Associates
516 Heather Place
Nashville, Tennessee 37204
(615) 297-5166

EXHIBIT "B"