Bill Garrett Davidson County
Batch# 26865 DEEDMAST
11/16/2017 03:37:44 PM 125 pgs
Fees: $627.00 Taxes: $0.00
20171116-0117974

AMENDED AND RESTATED

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR

BELLE ARBOR

AND

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR

BELLE ARBOR TOWNHOMES

A TOWNHOME PLANNED UNIT DEVELOPMENT

(Horizontal Property Regime with Private Elements)

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THIS AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR BELLE ARBOR AND BELLE ARBOR TOWNHOMES (the "Declaration") is made effective as of the 9 day of October, 2017, by Eatherly/Ring Joint Venture, a Tennessee joint venture (hereinafter referred to as "Declarant").

Declarant is the owner of the real property located in Nashville, Davidson County, Tennessee ("Development Property"), as more particularly described in Exhibit "A" attached hereto and incorporated herein by reference.

Declarant previously established certain covenants, conditions, and restrictions for property located in Nashville, Davidson County, Tennessee, pursuant to the Declaration of Covenants, Conditions, and Restrictions (the "Original Declaration") for Belle Arbor (the "Subdivision") of record in Instrument Number 20100203-0008782, in the Register's Office for Davidson County, Tennessee (the "Register's Office"); as amended by the Correction and Amendment to the Declaration of Restrictive Covenants for Belle Arbor Subdivision (the "First Amendment"; the Original Declaration, together with the First Amendment and this A&R Declaration, may be collectively referred to herein as the "Declaration"); and

Declarant desires to develop (the "Townhome Property"), as more particularly described on Exhibit "B" attached hereto, as a Townhome Planned Unit Development, a horizontal property regime with Private Elements, pursuant to the Horizontal Property Act of the State of Tennessee, codified at Tenn. Code Ann. § 66-27-101 through 123, establishing and maintaining thereon one or more single-family residential townhomes. The real property described in Exhibit "B", incorporated by reference herein and attached hereto, has been, or by way of this A&R Declaration shall be, annexed and subjected to the Declaration; and

Declarant desires to provide a flexible and reasonable procedure for the overall development of the Development Property, and to establish a method for the administration, maintenance, preservation, use and enjoyment of such Development Property as are now or hereafter subjected to this Declaration.

Declarant has deemed it desirable, for the efficient preservation of the values and amenities in said community, to create an agency to which should be delegated and assigned

the powers of maintaining and administering the community properties and facilities and administering and enforcing the covenants and restrictions and collecting and disbursing the Assessments and charges hereinafter created.

Declarant has caused or will cause to be incorporated under the laws of the State of Tennessee, as a non-profit corporation, Belle Arbor Homeowners Association, Inc. and Belle Arbor Townhome Owners Association, Inc. for the purpose of exercising the functions aforesaid.

Declarant may annex additional areas from the Development Property and/or purchase additional property adjacent to the Development Property and add same to the Development Property as future phases of the proposed development thereon and subject any such annexed property to this Declaration.

Pursuant to Article 8, Section 8.3 of said Declaration, Declarant now desires to amend and modify the Declaration as set forth herein.

Now, therefore, the Declarant hereby declares that the Development Property is and shall be held, transferred, sold, conveyed and occupied subject to the covenants, conditions, restrictions, easements, charges and liens hereinafter set forth which are for the purpose of protecting the value and desirability of, and which shall run with the real property and be binding upon all parties having any right, title, or interest in the described properties or any part thereof, their heirs, successors or assigns, and shall inure to the benefit of each owner thereof.

Article I
Definitions

Section 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.

Section 2. "Area of Common Responsibility" shall mean and refer to the Common Areas, together with those areas, if any, which by the terms of this Declaration or by contract become the responsibility of the Association. The office of any property manager employed by or contracting with the Association, if located on the Development Property, or any public rights-of-way within or adjacent to the Development Property, may be part of the Area of Common Responsibility.

Section 3. "Assessments" shall mean and refer to any Assessments levied upon the Lots or Units pursuant to the terms and provisions herein, including the Base Assessments, Townhome Assessments and any Special Assessments.

Section 4. "Association" shall mean and refer to Belle Arbor Homeowners Association, Inc., a Tennessee non-profit corporation, and its successors and assigns. Each Owner, including the Owner of a Lot or a Unit, shall be a Member of the Association. See also "Townhome Association" defined below.

Section 5. "Base Assessment" shall mean and refer to Assessments levied against all Lots or Units in the Development Property to fund Common Expenses.

Section 6. "Board" or "Board of Directors" shall be the elected governing body of the

Association having its normal meaning under Tennessee corporate law. See also "Townhome Board" defined below.

Section 7. "Builder(s)" shall mean any Person holding fee simple title to a Lot, Building or Unit Pad for purposes of development and construction of a Unit and Improvements thereon to be sold to a third-party purchaser; provided, however, that Declarant shall not be considered a Builder for purposes of the Assessment obligations imposed upon Builders under Article X, Section 10 and the insurance obligations imposed upon Builders under Article V, Section 2 herein.

Section 8. "Bylaws", unless otherwise specified herein, shall mean and refer to the Bylaws of Belle Arbor Homeowners Association, Inc., attached hereto as Exhibit "D-1" and Bylaws of Belle Arbor Townhomes Association, Inc., attached hereto as Exhibit "D-2",and incorporated herein by reference, as they may be amended from time to time.

Section 9. "Charter" shall mean and refer to the Charter of Belle Arbor Homeowners Association, Inc., as filed with the Secretary of State of the State of Tennessee. A copy of the Charter of the Association is attached hereto as Exhibit "C-1".

Section 10. "Charter for Townhome Association" shall mean and refer to the Charter of Belle Arbor Townhome Owners Association, Inc., as filed with the Secretary of State of the State of Tennessee. A copy of the Charter for Townhome Association is attached hereto as Exhibit "C-2".

Section 11. "Class "B" Control Period" shall mean and refer to the period of time during which the Declarant, as the Class "B" Member, is entitled to appoint at least a majority of the members of the Board of Directors, as provided in Article III, Section 2(b), of the Declaration, and Article III, Section 2 of the Bylaws.

Section 12. "Common Area(s)" shall mean all real and personal property, within the Development Property and components thereof and easements appurtenant thereto, now or hereafter owned by the Association for common use and enjoyment of the Owners, including, but not limited to, all open space, walking trails, entrances, rights-of-way, sign easements, all lawns, any and all private streets, alleys, roads, bridges, parking areas, drainage facilities, open spaces, walking trails, or other common amenities (if any) and all related facilities, ponds, waterways, fences, structures, sidewalks, curbs, signs, lights, common utilities, and other improvements and elements desirable or rationally of common use or necessary to the existence, upkeep and safety, of the Development Property.

Section 13. "Common Element(s)" shall mean and refer to all of the Townhome Property comprising the Townhome Planned Unit Development, except for the Units and the Private Elements appurtenant thereto. All Common Elements shall be exclusively owned by the Townhome Association for the use and benefit of every Owner of a Unit, who shall be a co-owner of the Townhome 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 Townhome Property that are rationally for the common use and benefit of all Owners of Units or necessary to the existence, upkeep and safety of the Townhome Planned Unit Development established by this Declaration.

b. All foundations, roofs, exterior walls, bearing walls, columns and privacy

dividers 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 Townhome Property that are common to or service two (2) or more Units.

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

Section 14. "Common Expenses" shall mean and include the actual and estimated expenses of operating the Association and maintaining the Common Areas, including any reasonable reserve, all as may be found to be necessary and appropriate by the Board pursuant to this Declaration, the Bylaws, and the Charter of the Association.

Section 15. "Community-Wide Standard" shall mean the standard of conduct, maintenance, or other activity generally prevailing throughout the Development Property. Such standard may be more specifically determined by the Board of Directors and the Architectural Review Committee.

Section 16. "Declarant" shall mean and refer to Eatherly/Ring Joint Venture, or its successors, successors-in-title or assigns who take title to any portion of the property described on Exhibit "A" for the purpose of development and sale and are designated as the Declarant hereunder in a recorded instrument executed by the immediately preceding Declarant.

Section 17. "Declaration" shall mean and refer to this Declaration of Protective Covenants, Conditions and Restrictions for Belle Arbor and Belle Arbor Townhomes applicable to the Development Property and recorded in the Register's Office for Davidson County, Tennessee, as may be amended from time to time.

Section 18. "Documents" shall mean and refer to this Declaration, any exhibits or supplements thereto, including the Bylaws and Charter of the Association and the Townhome Association, the Architectural Guidelines, as well as the rules and regulations adopted by the Association and the Townhome Association, all of which as may be amended and/or supplemented from time to time.

Section 19. "Improvement" shall mean and refer to any infrastructure, building, building addition, outbuilding, garage, barn, running shed, detached structure, landscaping, fence, wall, swimming pool, recreational facility, driveway, parking area, walkway, satellite dish, mailbox, utility service, or such other improvement or structure constructed or located upon all or any portion of the Development Property. It is intended that the definition of "Improvement" be broad in scope and is intended to encompass any man-made alteration of the condition of any portion of the Development Property.

Section 20. "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, any portion thereof serving ay Unit or Units to the exclusion of the other Units, the enjoyment, benefit and use of which is reserved exclusively to the Owner(s) of such Unit(s) pursuant to this Declaration, any Plat or Site Plan or 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, partitions, columns, utility meter, water heater, condensing units, HVAC equipment, shutters, awnings, 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.

Section 21. "Lot" shall mean a portion of the Development Property, whether developed or undeveloped, intended for the development, use, and occupancy as a detached single family residence. The term shall include all portions of the Lot owned, including any structure thereon. A Lot shall include all easement rights appurtenant to such Lot as set forth herein or as shown on the final subdivision plat for the respective phase or section of Belle Arbor (the "Plat").

Section 22. "Member" shall mean and refer to any Person(s) that shall be an Owner of a Lot or a Unit. An Owner of a Unit shall also be a Member and co-owner of the Townhome Association.

Section 23. "Mortgage" shall mean and refer to a first lien mortgage, a deed of trust, a deed to secure debt, or any other form of security deed encumbering one (1) or more Lots or Units.

Section 24. "Mortgagee" shall mean and refer to any Person that is an institutional lender and that holds a bona fide Mortgage encumbering a Lot or Unit, which has notified the Association or Townhome Association, in writing, of its name and address, and that it holds a Mortgage with respect to a Lot(s) of Unit(s). The term "institutional lender" specifically includes a bank, savings and loan association, a mortgage lending company, an insurance company, and the Federal National Mortgage Association or similar agency.

Section 25. "Mortgagor" shall mean and refer to any Person who gives a Mortgage.

Section 26. "Owner" shall mean and refer to one (1) or more Persons or entities, including Declarant who holds fee simple title to any Lot or Unit, together with the Private Elements and Limited Common Elements appurtenant thereto, which is part of the Development Property, but excluding in all cases any party holding an interest merely as security for the performance of an obligation. If a Lot or Unit is sold under a recorded contract of sale and the contract specifically so provides, then the purchaser (rather than the fee owner) will be considered the Owner.

Section 27. "Person" means a natural person, a corporation, a limited liability company, a partnership, a trustee, a fiduciary, or other legal entity.

Section 28. "Plat" shall mean and refer to the plat(s) to be recorded in the Register's Office for Davidson County, Tennessee subdividing the Property into Lots and reflecting thereon the common areas, utility easements, and other matters normally shown on subdivision plats.

Section 29. "Private Element" shall mean and refer to the lot area upon which a Unit is located and the improvements located thereon as bound by the exterior finished surfaces of each Unit and the center of any foundation, wall or roof that is common to two Units, as further depicted on Exhibit "B" attached hereto and made a part hereof, exclusive of any Common Elements located thereon. 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.

Section 30. "Properties" shall mean and refer to the real property described in Exhibit "A" attached hereto, together with such additional property as is hereafter subjected to this Declaration by Supplemental Declaration.

Section 31. "Site Plan" shall mean and refer to the diagram, plan, survey, or plat of the Townhome Property presently submitted as well as any other diagrams, plans, surveys, or plats as may be submitted to this Declaration and the provisions of the act, which show the number, area and location of each Unit and other data necessary for their identification. The current site Plan for Belle Arbor Townhomes, as may be amended from time to time, is attached hereto as Exhibit "B", and made a part hereof. No dedication to the public is intended by recording any Site Plan with this Declaration, except as otherwise provided by Declarant.

Section 32. "Special Assessments" shall mean and refer to Assessments levied in accordance with Article X, Section 4 of this Declaration.

Section 33. "Supplemental Declaration" shall mean an amendment or supplement to this Declaration which subjects additional property to this Declaration or imposes, expressly or by reference, additional restrictions and obligations on the land described therein, or both.

Section 34. "Townhome Assessments" shall mean and refer to Assessments levied in accordance with Article X, Section 3 of this Declaration

Section 35. "Townhome Association" shall mean and refer to Belle Arbor Townhome Owners Association, Inc., a Tennessee non-profit townhome corporation, its successors and assigns. The Townhome Association shall be a sub-association of the Association and shall be subject to the Documents of the Association. Any conflict between the Documents of the Association and any Townhome Association document shall be resolved in favor of the governing Documents of the Association. Each Owner of a Unit shall be a Member and co-owner of the Townhome Association in addition to being a Member of the Association.

Section 36. "Townhome Board" shall be the elected governing body of the Townhome Association having its normal meaning under Tennessee corporate law..

Section 37. "Townhome Building" shall mean and refer to any one or all of the building(s) located on the Townhome Property as further set forth and described on the Site Plan for the Townhome Property attached hereto as Exhibit "B" and forming a part of the Townhome Property and each containing Units.

Section 38. "Townhome Property" shall mean and refer to the real property shown and described on Exhibit "B" attached hereto and made a part hereof, as may be amended from time to time for purposes of annexing additional property.

Section 39. "Units" shall mean and refer to the individually numbered portion of any Building, designed and built for use and occupancy as a residence and intended for independent ownership, which is not owned in common with any other 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.

Section 40. "Unit Pad" shall mean and refer to the area of the Development Property upon which a Unit comprising a Building is shown on the Site Plan. Any Unit Pad(s) to be conveyed

to Builder(s) for the construction of Units thereon shall not be conveyed separately from all other Unit Pads comprising any Building. Except as otherwise provided herein, Unit Pads, whether developed or to be developed as shown and further depicted (as future phase or otherwise) on Exhibit "B", as may be amended from time to time, shall constitute and/or be considered a "Unit" for the purposes of calculating the total number of Units comprising the Development Property, Membership and co-ownership of the Association and Townhome Association, voting, and Assessments.

Article II
Property Subject to Declaration; Property Rights

Section 1. Property Subject to Declaration. Declarant, for itself and its heirs, legal and personal representatives, successors, and assigns, hereby declares that the property located in Nashville, Davidson County, Tennessee, as is more particularly described and shown on Exhibit "A" attached hereto and made a part hereof, together with any future phases, shall be owned, held, transferred, leased, used, occupied, maintained, altered, and improved subject to the covenants, conditions, restrictions, limitations, reservations, exceptions, equitable servitudes, and other provisions set forth in this Declarations. The covenants and restrictions contained herein constitute covenants running with the land and shall be binding upon and shall inure to the benefit of all parties now owning or hereafter having or acquiring any right, title, or interest in any Lot or Unit within the Development Property or any portion thereof. Every Person hereafter acquiring such property, by acceptance of a deed thereto, shall accept such interest subject to the terms and conditions of this Declaration and the Documents, and by acceptance of same shall be deemed to have consented to any be bound by the terms, conditions, and covenants of this Declaration and the Documents.

Section 2. Purpose of Declaration. This Declaration is executed: (a) in furtherance of a common and general plan for the Development Property, the Townhome Property and for those other parcels of land which may hereafter become part of the Development Property; (b) to protect and enhance the quality, value, desirability, and attractiveness of all land which is or becomes part of the Development Property and Townhome Property; (c) to establish associations to hold, maintain, care for, and manage the Development Property and Townhome Property and to perform functions for the benefit of owners thereof; (d) to define the duties, powers, and rights of the Association and Townhome Association, as applicable; and (e) to define certain duties, powers, and rights of Owners within the Development Property and Townhome Property.

Section 3. Purpose of Declaration – Townhome Property.

a. Establishment. Declarant hereby submits and subjects the Townhome Property to the provisions of the Horizontal Property Act of the State of Tennessee codified at Tenn. Code Ann. § 66-27-101 through 123 and this Declaration, and hereby establishes a Townhome Planned Unit Development to be known as Belle Arbor Townhomes pursuant to Tenn. Code Ann. §66-27-103(b), and hereby declares that the Townhome Property shall be held, sold and enjoyed subject to the easements, restrictions, covenants, and conditions of this Declaration, which are for the purpose of protecting the value and desirability of the Townhome Property, which is within and part of the Development Property and which shall run with the land and be binding upon and inure to the benefit of all parties now or hereafter having any right, title , or interest in the Townhome Property or any part thereof.

b. Site Plan. The Site Plan attached hereto as Exhibit "B" and incorporated herein sets forth the numbers, areas and location of each Unit, the Private Elements

appurtenant thereto, as well as any other data necessary for their identification as required by the Act.

c. Units. Each Unit is numbered as shown on the Site Plan and the legal description of each Unit shall consist of the identifying number or symbol of each Unit and its Private Elements as shown and further described on the Site Plan attached hereto as Exhibit "B". Every deed, lease, Mortgage, deed of trust or other instrument shall legally describe a Unit by its identifying number as shown on the Site Plan and every description shall be deemed good and sufficient for all purposes, as provided in the Act. Except as provided by the Act, no Owner shall by deed, plan, court decree or otherwise, subdivide or in any other manner cause his Unit or its Private Elements to be separated into any tracts or parcels different from the whole Unit and its Private Elements as shown on the Site Plan.. The total number of Units contained within the horizontal property regime established hereby may be increased or decreased as a result of the exercise by Declarant of its right to do so; provided, however, that nothing contained herein shall be deemed to obligate the Declarant to so increase or decrease the total number of Units, or be a warranty or representation that Declarant shall do so, such right being at Declarant's sole and absolute discretion.

Section 4. Property Rights. Every Owner shall have a right and easement of enjoyment in and to the Common Area, subject to this Declaration as it may be amended from time to time and to any restrictions or limitations contained in any deed conveying such property to the Association. Any Owner may delegate his or her right of enjoyment to the members of his or her family, tenants and social invitees, as applicable, subject to reasonable regulation by the Board and in accordance with procedures it may adopt. An Owner who leases his or her Lot or Unit shall be deemed to have delegated all such rights to the Owner's lessee.

Declarant reserves the right to amend this Declaration unilaterally at any time, without prior notice and without the consent of any Person, for the purpose of removing certain portions of property within the Development Property or Townhome Property then owned by the Declarant or its affiliates or the Association or Townhome Association from the provisions of this Declaration to the extent originally included in error or as a result of any changes whatsoever in the plans for Belle Arbor desired to be effectuated by the Declarant, provided such withdrawal is not unequivocally contrary to the overall, uniform scheme of development for Belle Arbor. To the extent that any property to be removed from the Development Property or Townhome Property is owned by a Person other than Declarant, such Person's consent must be obtained to said removal, as evidenced by such Person's signature affixed to the Declaration amendment.

Article III
Membership and Voting Rights

Section 1. Membership. Each Owner of a Lot shall be a Member of the Association and each Owner of a Unit shall be a Member of the Association and a Member and co-owner of the Townhome Association.

No Owner, whether one (1) or more Persons, shall have more than one (1) membership per Lot or Unit owned. In the event the Owner of a Lot or Unit is more than one (1) Person, votes and rights of use and enjoyment shall be as provided herein. The rights and privileges of membership may be exercised by a Member or the Member's spouse, subject to the provisions of this Declaration and the Bylaws. The membership rights of a Lot or Unit owned by a corporation, limited liability company, or partnership shall be exercised by the individual designated by the Owner in a

written instrument provided to the Secretary, subject to the provisions of this Declaration and the Bylaws.

Notwithstanding the foregoing, Declarant may at any time assign, pledge, hypothecate or alienate its membership, but any transfer by Declarant of title to a Lot or Unit shall automatically transfer the membership in the Association and membership and co-ownership in the Townhome Association, if applicable, appurtenant thereto, free and clear from such assignment.

Section 2. Voting. The Association and Townhome Association shall each have two (2) classes of membership, Class "A" and Class "B", as follows

(a) Class "A". Class "A" Members shall be all Owners with the exception of the Class "B" Members, if any.

Class "A" Members shall be entitled to one (1) equal vote for each Lot or Unit in which they hold the interest required for membership under Section 1 hereof; there shall be only one (1) vote per Lot or Unit.

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

(b) Class "B". The Class "B" Members shall be the Declarant and any successor of Declarant who takes title for the purpose of development and sale and who is designated as such in a recorded instrument executed by Declarant or its successor. The Class "B" Members shall originally be entitled to two hundred (200) votes plus an additional twenty (20) votes for each Lot or Unit owned. The rights of the Class "B" Members, including the right to approve actions taken under this Declaration and the Bylaws, are specified elsewhere in the Declaration and the Bylaws. The Class "B" Members shall be entitled to, in their sole discretion, appoint the members of the Board of the Association and the Townhome Board during the Class "B" Control Period, subject only to the Bylaws. The Class "B" Control Period shall terminate, and the Class "B" membership shall terminate and become converted to Class "A" membership upon the earlier occurrence of:

(i) six (6) months following the date on which one hundred percent (100%) of the Lots and Units with respect to all phases of Belle Arbor have been conveyed to Owners other than the Declarant or Builders; or

(ii) twenty (20) years after the date on which the first Lot or Unit has been conveyed to an Owner other than the Declarant or Builders; or

(iii) when, in their discretion, the Class "B" Members so determines.

From the happening of this event, the Class "B" Members shall be deemed to be Class "A" Members entitled to one vote for each Lot or Unit in which it holds the interest required for membership under Section 1 hereof. At such time, the Declarant shall call a meeting, as provided in the Bylaws for special meetings, to advise the membership of the termination of Class "B" status.

Notwithstanding any provisions to the contrary contained in this Declaration or the Bylaws, during the Class "B" Control Period, any action, policy or program of the Association or Townhome Association, as applicable, requiring approval by the vote of the Members of the Association or Townhome Association, as applicable shall not be taken or adopted until also approved in writing by the Class "B" Members.

Article IV
Maintenance

Section 1. Association's Responsibility.

The Association shall maintain and keep in good repair the Common Areas, as further described in Article IX, Section 1 herein, with such maintenance to be funded as hereinafter provided, subject to any insurance then in effect. Maintenance may also include such portions of any additional property included within the Development Property as may be dictated by this Declaration, or by a contract or agreement for maintenance thereof by the Association. Except as otherwise specifically provided herein, all costs associated with the maintenance, repair and replacement of Common Areas shall be a Common Expense to be allocated among all Lots and Units as part of the Base Assessment.

The Association may maintain property which it does not own, including, without limitation, property dedicated to the public, if the Board of Directors determines that such maintenance is necessary or desirable to maintain the Community-Wide Standard.

The Association shall not be liable for any damage, including personal injury or property damage, caused by or stemming from the Association's failure to maintain or repair, or properly maintain or repair, any item for which it has the maintenance and or repair obligation as set forth herein.

Section 2. Townhome Association's Responsibility. Except as otherwise provided herein, maintenance of repairs to and replacements within the Common Elements, including maintenance of lawns and landscaping within the Common Elements, shall be the responsibility of and shall be furnished by the Townhome Association, the cost of which shall be part of the Townhome Assessment assessed to and paid by the Unit Owners benefitted thereby.

Notwithstanding the foregoing, if the need for exterior maintenance and repair by the Townhome Association as required by this paragraph is caused by the willful or negligent conduct or act a Unit Owner, his/her family, guest, invitees, or other Persons using or occupying his/her Unit with his/her express or implied permission, the cost of such repair or maintenance shall be assessed against such Unit Owner and shall be due and payable thirty (30) days from the date of notice thereof, such Assessment to be collected and enforced as provided in Article X of this Declaration. Such Assessment shall not require the approval of any of the Members; provided, however, that any Unit Owner against which any such assessment is levied shall be entitled to notice, a hearing, and an opportunity to do the corrective work required, as provided by Article X, Section 4 hereof, prior to an Assessment being levied against such Unit Owner in accordance with the provisions of this paragraph. For the sole purpose of performing the exterior maintenance upon each Unit required by this Section 2, the duly authorized employees or agents of the Townhome Association shall have the right, after reasonable notice to the Unit Owner, to enter upon any Unit and related Private Elements at reasonable hours of any day except Sunday. Moreover, if, during the course of performing the maintenance of a Unit or Private Elements, the Townhome Association discovers that maintenance, repair or replacement is required of an item which is the Unit

Owner's responsibility, and such maintenance, repair or replacement must be performed for the Townhome Association to properly complete its maintenance project, then the Townhome Association may perform such work on behalf of the Unit Owner and at the Unit Owner's expense without prior notice to the Unit Owner.

In addition, the duly authorized agents or employees of the Townhome Association shall have the right to enter in or upon any Unit and related Private Element, without notice to the Owner thereof, when, in the judgment of the Townhome Association, acting through the Townhome Board, such entrance is necessary to prevent damage to such Unit or surrounding Units or Common Areas by fire, criminal act, natural disaster, or other similar emergency.

Notwithstanding the foregoing, in the event a Unit Owner's lawn is enclosed by a fence, than the enclosed lawn shall thereby be considered "Limited Common Element" and the Unit Owner shall thereafter be responsible for the maintenance of the enclosed lawn. In this event, maintenance of the enclosed lawn shall no longer be the responsibility of the Townhome Association.

Section 3. Owner's Responsibility.

(a) Except as otherwise provided below with respect to Units, each Owner shall maintain his or her Lot, as well as the Improvements located on the Lot in a manner consistent with the Community-Wide Standard and all applicable provisions of the Documents, unless such maintenance responsibility is otherwise assumed by or assigned to the Association.

(b) With respect to Units, each 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.

(c) If the Board or Townhome Board, as applicable, determines that any Owner has failed or refused to properly maintain and keep in good repair and free of debris and rubbish, the Owner's Lot or Unit, and otherwise generally perform his or her maintenance responsibility, then the Association or Townhome Association, if applicable, shall give the Owner written notice of the Owner's failure or refusal and of the Association or Townhome Association's right to provide necessary maintenance, repair, or replacement at the Owner's cost and expense. Unless the Board or Townhome Board, as applicable, determines that an emergency exists, the Owner shall have ten (10) days within which to complete maintenance or repair, or if the maintenance or repair is not capable of completion within such time period, to commence replacement or repair within ten (10) days and diligently pursue such maintenance or repair to completion. If the Board or Townhome Board determines that: (i) an emergency exists or (ii) that an Owner has not complied with the demand given by the Association or Townhome Association, as herein provided, then, the Association or Townhome Association, as applicable, may perform it and assess all costs incurred by the Association or Townhome Association against the Lot or Unit and the Owner thereof, in accordance with Article X, Section 4 of this Declaration, which assessment shall be a lien against said Lot and Owner. If, during the course of performing the maintenance of an Owner's Lot or Unit, the Association or Townhome Association, if applicable, discovers that maintenance, repair or replacement is required of an item which is the Owner's responsibility, and such maintenance, repair or replacement must be performed for the Association or Townhome Association to properly complete its maintenance project, then the Association or Townhome Association, if applicable, may perform such work on behalf of the Owner and at Owner's expense without prior notice to the Owner. The Board or Townhome Board, as applicable, may alternatively enforce this Section through monetary fines against the Lot or Unit and each day the maintenance, repair, or replacement is not completed shall

constitute a separate violation for which fines may be assessed on a daily basis.

Article V
Insurance and Casualty Losses

Section 1. Insurance. The Association's Board of Directors, or its duly authorized agent, shall have the authority to and shall obtain blanket all-risk insurance, if reasonably available, for all insurable improvements on the Common Area. If blanket all-risk coverage is not reasonably available, then at a minimum an insurance policy providing fire and extended coverage shall be obtained, including coverage for vandalism and malicious mischief. Insurance shall be in an amount sufficient to cover one hundred (100%) percent of the replacement cost of any repair or reconstruction of said improvements in the event of damage or destruction from any insured hazard.

The Board shall also obtain a public liability policy covering the Common Area, the Association and its Members for all damage or injury caused by the negligence of the Association or any of its Members or agents. The public liability policy shall have at least a One Million ($1,000,000.00) Dollar single person limit as respects bodily injury and property damage, a Two Million ($2,000,000.00) Dollar limit per occurrence, if reasonably available, and a Five Hundred Thousand ($500,000.00) Dollar minimum property damage limit.

Premiums for all insurance shall be Common Expenses of the Association and shall be included in the Base Assessment, as defined in Article 1 and as more particularly described in Article X, Section 1. The policy may contain a reasonable deductible, and, in the case of casualty insurance, the amount thereof shall be added to the face amount of the policy in determining whether the insurance at least equals the full replacement cost. The deductible shall be paid by the party who would be liable for the loss or repair in the absence of insurance and in the event of multiple parties shall be allocated in relation to the amount each party's loss bears to the total.

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

(a) All policies shall be written with a company licensed to do business in Tennessee which holds a Best's rating of A or better and is assigned a financial size category of XI or larger as established by A. M. Best Company, Inc., if reasonably available, or, if not available, the most nearly equivalent rating.

(b) All policies shall be for the benefit of the Association and its Members and their Mortgagees, as their interests may appear.

(c) Exclusive authority to adjust losses under policies obtained by the Association on the Development Property shall be vested in the Association's Board of Directors; provided, however, no Mortgagee having an interest in such losses may be prohibited from participating in the settlement negotiations, if any, related thereto.

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

(e) All casualty insurance policies shall have an inflation guard endorsement, if reasonably available, and an agreed amount endorsement with an annual review by one or more qualified persons,

at least one of whom must be in the real estate industry and familiar with construction in the Davidson County, Tennessee, area.

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

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

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

(iii) a statement that no policy may be cancelled, invalidated, suspended, or subject to nonrenewable on account of the actions of any one or more individual Owners;

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

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

(vi) that the Association will be given at least thirty (30) days' prior written notice of any cancellation, substantial modification, or non-renewal.

In addition to the other insurance required by this Section, the Board shall obtain, as a common expense, worker's compensation insurance, if and to the extent required by law, directors' and officers' liability coverage, if reasonably available, a fidelity bond or bonds on directors, officers, employees, and other Persons handling or responsible for the Association's funds, if reasonably available, and flood insurance, if required. The amount of fidelity coverage shall be determined in the directors' best business judgment but, if reasonably available, may not be less than three (3) months' Assessments on all Lots or Units, plus reserves on hand. Bonds shall contain a waiver of all defenses based upon the exclusion of persons serving without compensation and shall require at least thirty (30) days' prior written notice to the Association of any cancellation, substantial modification, or non-renewal.

Section 2. Individual Insurance.

(a) Lot Owners. Each Owner covenants and agrees with all other Owners and with the Association that each Owner shall carry blanket all-risk casualty insurance on the Lots and all Improvements built thereon, meeting the same requirements as set forth in Section 1 of this Article V for insurance on the Common Area. In addition, each Owner shall carry liability insurance covering the Owner's Lot and Improvements built thereon, for all damage or injury, including bodily injury, death, and property damage, arising from any condition or occurrence on the Owner's Lot or in any Improvements built thereon. The Board shall upon request make available for review by Owners a copy of the Association's insurance policies to allow Owners to assess their personal insurance needs. Each Builder (other than the Declarant) shall, in addition to the other insurance requirements set forth herein, carry liability insurance with coverage limits reasonably satisfactory to Declarant and the Association for all damage or injury, including bodily injury, death and property damage, arising from the exercise of the Builder

Construction Easement granted by Declarant in Article XVII, Section 2. Prior to exercising any rights granted pursuant to said Builder Construction Easement, each Builder shall deliver to the Declarant and the Association a certificate of insurance (i) evidencing that the aforementioned insurance coverage has been obtained and (ii) naming the Declarant and the Association as Additional Insureds.

Each Owner further covenants and agrees that in the event of a partial loss or damage and destruction resulting in less than total destruction of the Unit and other improvements located upon said Owner's Lot, the Owner shall proceed promptly to repair or to reconstruct the damaged structure in a manner consistent with the original construction or such other plans and specifications as are approved in accordance with Article XI of this Declaration. The Owner shall pay any costs of repair or reconstruction which is not covered by insurance proceeds. In the event that the structure is totally destroyed the Owner may decide not to rebuild or to reconstruct, in which case the Owner shall clear the Lot of all debris and return it to substantially the natural state in which it existed prior to the beginning of construction and thereafter the Owner shall continue to maintain the Lot in a neat and attractive condition consistent with the Community-Wide Standard. The provisions of this paragraph shall not apply to the Units.

(b) Units. Each Unit Owner shall be responsible for obtaining insurance for that Owner's Unit and Private Elements, the ownership, possession, enjoyment, benefit, and use of which are reserved exclusively to such 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 insurance replacement costs of the Unit or elsewhere on the Development Property. In addition, each Owner shall be responsible for obtaining his own insurance insuring said Owner personally from liability in connection with the ownership, possession, use, and occupancy of his Unit and the Private Elements. In addition, each Owner shall carry liability insurance covering the Owner's Unit for all damage or injury, including bodily injury, death, and property damage, arising from any condition or occurrence on the Owner's Unit. Such insurance shall not be the responsibility of the Association nor the Townhome 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. Upon request by the Board of the Association or Townhome Association, as applicable, a Unit Owner shall deliver to the Board within ten (10) days a copy of the Certificate of Insurance covering such Owner's Unit. Each Builder (other than the Declarant) shall, in addition to the other insurance requirements set forth herein, carry liability insurance with coverage limits reasonably satisfactory to Declarant and the Townhome Association for all damage or injury, including bodily injury, death and property damage, arising from the exercise of the Builder Construction Easement granted by Declarant in Article XVII, Section 2. Prior to exercising any rights granted pursuant to said Builder Construction Easement, each Builder shall deliver to the Declarant and the Townhome Association a certificate of insurance (i) evidencing that the aforementioned insurance coverage has been obtained and (ii) naming the Declarant and the Townhome Association as Additional Insureds.

Section 3. Insurance for Townhome Property Common Elements. Notwithstanding any provisions to the contrary of Section 2 above, in addition to casualty insurance on the Common Area, the Townhome Association shall, as a Common Expense, obtain and continue in effect adequate blanket all-risk casualty insurance for the Common Elements (exclusive of the Units and the Private Elements appurtenant thereto), if reasonably available, and if not reasonably available, fire and extended coverage, in such form as the Townhome Board deems appropriate for one hundred (100%) percent of the replacement cost of the Townhome Property Common Elements, excluding the replacement of any fixtures, cabinets, appliances, flooring, improvements installed or supplied by the Owners, or their tenants, or personal property of the

Owners, or their tenants, guests, and invitees located within said Units or upon the Unit Pads. The deductible shall be a maintenance expense to be paid by the Person or Persons who would be liable for the loss or repair in the absence of insurance. If the loss affects more than one Unit, the cost of the deductible may be apportioned equitably by the Townhome Board among the parties suffering loss in proportion to each affected party's portion of the total cost of repair, or otherwise as the Townhome Board determines equitable. Notwithstanding the foregoing, if the insurance policy provides that the deductible will apply to each Unit separately or to each occurrence, each Owner shall be responsible for paying any deductible pertaining to his or her Unit. If any Owner fails to pay the deductible when required hereunder, then the Townhome Association may pay the deductible and assess the cost to the Owner. Notwithstanding anything to the contrary herein, in the event of an insured loss under the Townhome Association's policy for which the Townhome Association receives from the insurer payment for a loss sustained by an Owner who is delinquent in the payment of any Assessment or charge owed to the Townhome Association, then the Townhome Association may retain and apply such proceeds to the delinquency. Any surplus remaining after application of the proceeds to any delinquency shall be paid by the Townhome Association to the affected Owner.

Section 3. Damage and Destruction.

(a) Immediately after damage or destruction by fire or other casualty to all or any part of the Properties covered by insurance written in the name of the Association or Townhome Association, the Board of Directors or Townhome Board, as applicable, or its duly authorized agent shall proceed with filing and adjusting all claims arising under such insurance and obtain reliable and detailed estimates of the cost of repair or reconstruction of the damaged or destroyed portion of the Properties. Repair or reconstruction, as used in this paragraph, means repairing or restoring the Properties to substantially the same condition in which they existed prior to the fire or other casualty, allowing for any changes or improvements necessitated by changes in applicable building codes.

(b) Any damage or destruction to the Common Area shall be repaired or reconstructed unless the Members representing at least eighty (80%) percent of the total vote of the Association, shall decide within sixty (60) days after the casualty not to repair or reconstruct. Any damage or destruction to the Townhome Property shall be promptly repaired or reconstructed unless the Members representing one hundred (100%) percent of the total vote of the Owners of the Units within each Townhome Building of connected damaged or destroyed Units, shall decide within sixty (60) days after the casualty not to repair or reconstruct. If for any reason either the amount of the insurance proceeds to be paid as a result of such damage or destruction, or reliable and detailed estimates of the cost of repair or reconstruction, or both, are not made available to the Association within said period, then the period shall be extended until such information shall be made available; provided, however, such extension shall not exceed sixty (60) days. In the event of substantial damage or destruction to a Unit(s), each Mortgagee shall be entitled to written notice of the damage, and nothing in the documents provided shall be construed to afford a priority to any Owner with respect to the distribution of proceeds to any such Unit. No Mortgagee shall have the right to participate in the determination of whether the damage or destruction to Common Area shall be repaired or reconstructed.

(c) In the event that it should be determined in the manner described above that the damage or destruction to the Common Area shall not be repaired or reconstructed and no alternative improvements are authorized, then and in that event the affected portion of the Properties shall be restored to their natural state and maintained by the Association in a neat and attractive condition consistent with the Community-Wide Standard.

(d) Notwithstanding any provision in the Documents to the contrary, if the damage or destruction to the Common Area is to be repaired or reconstructed, and such insurance proceeds are not sufficient to defray the cost thereof, the Board of Directors shall, without the necessity of a vote of the Members, levy a Special Assessment against all Owners on the same basis as provided for Base Assessments. Additional Assessments may be made in like manner at any time during or following the completion of any repair or reconstruction.

(e) If, after a fire or other casualty causing damage to the Townhome Property, the proceeds of the insurance are not sufficient to defray the estimated costs of reconstruction and repair, as determined by the Townhome Board, or if at any time during the reconstruction and repair or upon completion of reconstruction and repair the funds for the payment of the costs thereof are insufficient, the additional costs shall be assessed against the Owners of the Units damaged in proportion to the damage suffered. If there are surplus funds after repair and reconstruction is completed, such funds shall be common funds of the Townhome Association to be used as directed by the Townhome Board. Any such reconstruction or repair shall be substantially in accordance with the plans and specifications under which the Development was originally constructed, except where changes are necessary to comply with current applicable building codes or where improvements not in accordance with the original plans and specifications as approved by the Townhome Board. To the extent insurance proceeds are available, the Townhome Association may reconstruct or repair Owner improvements damaged as a result of fire or other casualty.

(f) Encroachments upon or in favor of Lots which may be created as a result of such reconstruction or repair shall not constitute a claim or basis for any proceeding or action by the Owner upon whose Lot such encroachment exists, provided that such reconstruction was substantially in accordance with the architectural plans under which the Development Property was originally constructed. Such encroachment shall be allowed to continue in existence for so long as the reconstructed structure shall stand.

Section 4. Disbursement of Proceeds. If the damage or destruction for which the proceeds of insurance policies are paid is to be repaired or reconstructed, the proceeds, or such portion thereof as may be required for such purpose, shall be disbursed in payment of such repairs or reconstruction as herein provided. Any proceeds remaining after defraying such costs of repair or reconstruction to the Common Area or Common Elements, as applicable, shall be retained by and for the benefit of the Association or Townhome Association, as applicable, and placed in a capital improvements account. In the event no repair or reconstruction is made to any portion of the Common Area and/or Common Elements, any proceeds remaining, after making such settlement as is necessary with the Mortgagee, shall be retained by and for the benefit of the Association or Townhome Association, as applicable, and placed in a capital improvements account. In the event no repair or reconstruction is made to any Lot or Unit, any proceeds remaining, after making such settlement as is necessary with the Mortgagee, shall be paid to the respective Owner(s).

Section 5. Construction Fund. The net proceeds of the insurance collected on account of a casualty and the funds collected by the Association or Townhome Association, as applicable, from Assessments against Owners on account of such casualty shall constitute a construction fund which shall be disbursed in payment of the cost of reconstruction and repair as set forth in this Article to be disbursed by the Association or Townhome Association, as applicable, in appropriate progress payments to such contractor(s), supplier(s), and personnel performing the work or supplying materials or services for the repair and reconstruction designated by the Board

or Townhome Board, as applicable.

Article VI
No Partition

Except as is permitted in the Declaration or amendments thereto, there shall be no physical partition of the Common Area or any part thereof, nor shall any Person acquiring any interest in the Development Property or any part thereof seek any judicial partition unless the Development Property have been removed from the provisions of this Declaration. This Article shall not be construed to prohibit the Board of Directors from acquiring and disposing of tangible personal property nor from acquiring title to real property which may or may not be subject to this Declaration.

Article VII
Condemnation

Section 1. Common Areas. Whenever all or any part of the Common Area shall be taken (or conveyed in lieu of and under threat of condemnation by the Board acting on the written direction of Members representing at least two-thirds (2/3) of the total Association vote and the Declarant, as long as the Declarant owns any property subjected to and encumbered by this Declaration) by any authority having the power of condemnation or eminent domain, each Owner shall be entitled to notice thereof. The award made for such taking shall be payable to the Association as trustee for all Owners to be disbursed as follows:

If the taking involves a portion of the Common Area on which improvements have been constructed, then, unless within sixty (60) days after such taking the Declarant, so long as the Declarant owns any property described in Exhibit "A" or seventy-five (75%) percent of the total vote of the Association shall otherwise agree, the Association shall restore or replace such improvements so taken on the remaining land included in the Common Area to the extent lands are available therefore, in accordance with plans approved by the Board of Directors of the Association. If such improvements are to be repaired or restored, the above provisions in Article V hereof regarding the disbursement of funds in respect to casualty damage or destruction which is to be repaired shall apply. If the taking does not involve any improvements on the Common Area, or if there is a decision made not to repair or restore, or if there are net funds remaining after such restoration or replacement is completed, then such award or net funds shall be disbursed to the Association and used for such purposes as the Board of Directors of the Association shall determine.

Section 2. Common Elements. If any Common Elements or interest therein are taken under exercise of power of eminent domain or by purchase under threat thereof, the award in condemnation or the price payable shall be paid to the Townhome Association, except to the extent payable to any other Person with an interest in such Common Elements. The Townhome Association, by and through the Townhome Board, shall have the exclusive right to participate in such condemnation proceedings as they pertain to the Common Elements and to represent the interest of all Unit Owners in such proceedings. Each Unit Owner hereby irrevocably appoints the Townhome Association, by and through the Townhome Board and any such duly appointed trustee as such Unit Owner's attorney-in-fact for such purposes. All condemnation compensation, damages or other net proceeds received by the Townhome Association shall be payable to the Townhome Board for and on behalf of the Townhome Association. The Townhome 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 decisions of the Townhome Board as to the fairness and reasonableness shall be binding upon all parties, if such decision reasonably relates to the given facts.

Section 3. 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 Declaration, upon acquisition by the condemning authority, unless the decree provides otherwise, each affected Unit shall thereafter be a Common Element and the Townhome Assessment related thereto shall be automatically reallocated to the remaining Units.

Article VIII
Annexation of Additional Property

Section 1. Annexation Without Approval of Class "A" Membership. As the owner thereof, or if not the owner, with the consent of the owner thereof, Declarant shall have the unilateral right, privilege, and option, from time to time at any time until the date that is twenty (20) years from the date on which the first Lot or Unit is conveyed to an Owner other than the Declarant or Builders (the "Declarant Annexation Period"), subject to the provisions of this Declaration and the jurisdiction of the Association, to annex any other real property not described on Exhibit "A" attached hereto and by reference made a part hereof. Such annexation shall be accomplished by filing in the Register's Office of Davidson County, Tennessee, a Supplemental Declaration annexing such property. Such Supplemental Declaration shall not require the consent of Members, but shall require the consent of the owner thereof if such owner is not the Declarant. Any such annexation shall be effective upon the filing for record of such Supplemental Declaration unless otherwise provided therein. Declarant shall have the unilateral right to transfer to any other Person the said right, privilege, and option to annex additional property which is herein reserved to Declarant, provided that such transfer is memorialized in a written, recorded instrument executed by the Declarant.

Section 2. Annexation With Approval of Class "A" Membership. Subject to the consent of the owner thereof, the Association, after the expiration of the Declarant Annexation Period, may annex real property other than that described on Exhibit "A" to the provisions of this Declaration and the jurisdiction of the Association. Such annexation shall require (i) the affirmative vote of Members representing a majority of the Class "A" votes of the Association present at a meeting duly called for such purpose and (ii) the affirmative vote of the Declarant, so long as Declarant owns property subject to this Declaration or which may become subject hereto in accordance with Section 1 of this Article.

Annexation shall be accomplished by filing of record in the Register's Office of Davidson County, Tennessee, a Supplemental Declaration describing the property being annexed. Any such Supplemental Declaration shall be signed by: (i) the Declarant and/or by an officer of the Association, as applicable pursuant to Article XVIII, Section 2 herein, and (ii) by the owner of the property being annexed, if such owner is not the Declarant, and any such annexation shall be effective upon filing unless otherwise provided therein. The relevant provisions of the Bylaws dealing with regular or special meetings, as the case may be, shall apply to determine the time required for and the proper form of notice of any meeting called for the purpose of considering annexation of property pursuant to this Section 2 and to ascertain the presence of a quorum at such meeting.

Section 3. Acquisition of Additional Common Area. Declarant may convey to the Association additional real estate, improved or unimproved, located within the Development Property which upon conveyance or dedication to the Association shall be accepted by the Association and thereafter shall be maintained by the Association at its expense for the benefit of all its Members.

Section 4. Amendment. This Article shall not be amended without the prior written consent of Declarant during the Class "B" Control Period.

Article IX
Rights and Obligations of the Association

Section 1. Water and Other Utilities in Common Areas Only. The Association shall be responsible for acquiring, providing, and/or paying for, water, sewerage, garbage disposal, electrical, telephone, gas and other necessary utility services for the Common Areas and all utility services to enable the Association to maintain the Area of Common Responsibility

Section 2. Taxes and Assessments.

(a) Association. The Association shall be responsible for paying all real and personal property taxes and Assessments separately levied upon or assessed against the Development Property, Association and/or of the property owned by the Association. Such taxes and Assessments may be contested or compromised by the Association; provided that they are paid or a bond in an amount at least equal such taxes and Assessments is posted prior to the sale or other disposition of any property to satisfy the payment of such taxes or Assessments.

(b) Townhome Association. The Townhome Association shall be responsible for paying all real and personal property taxes and Assessments separately levied upon or assessed against the Townhome Association and/or of the property owned by the Townhome Association.

Townhome Property real estate taxes shall be separately taxed to each 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 taxes to each Owner, but rather are taxed on the Townhome Property as a whole, then each Owner shall pay his proportionate share thereof.

Townhome Property utility services for Units shall be separately metered, and all utility charges for the Units shall be assessed against and shall constitute the sole responsibility of the Owners thereof. In the event that such utility charges are not separately metered and charged to each Owner, but rather are charged on the Townhome Property as a whole, then each Owner shall pay his proportionate share thereof.

Section 3. Personal Property and Real Property for Common Use. The Association and Townhome Association, through action of its Board of Directors or Townhome Board, may acquire, hold, and dispose of tangible and intangible personal property and real property. The Board or Townhome Board, acting on behalf of the Association or Townhome Association, as applicable, shall accept any real or personal property, leasehold, or other property interests within the Development Property conveyed to it by the Declarant.

Section 4. Enforcement in General.

(a) Enforcement of the standards as specified in this Declaration may be by any proceedings at law or in equity against any person or persons violating or attempting or threatening to violate a covenant or restriction, either to restrain a violation or to recover damages. In addition, the Association and Townhome Association may establish monetary fines as well as suspend voting rights and usage of the Common Areas for any violations of the restrictions and provisions set forth in the Documents. Any failure by the Declarant, the Association, Townhome Association, or Owner to enforce any restriction or other provisions herein contained shall in no event be deemed a waiver of the rights to do so thereafter nor constitute an acquiescence in or an estoppel against enforcing any, actual or future, breaches or violations of these covenants and restrictions.

(b) In the event any cost or expenses including attorneys' fees and any costs of litigation, are incurred by the Declarant, Association or Townhome Association in connection with the action to correct or abate any violation or breach of the provisions hereof, the Lot or Unit Owner or any occupant thereof, shall pay any such costs or expenses, and provided that reasonable notice to the Owner of the subject Unit(s) or Lot(s) has been given, such cost and expenses shall be a lien against the Unit(s) or Lot(s) of such Owner and such charges shall be subject to the provisions for lien rights and collection as specified in Section 6 below. No such cost or expenses shall be a lien when the nonexistence of a violation or breach hereof has been established by a court of competent jurisdiction.

(c) Unless otherwise specified herein, the Association shall be responsible for enforcing the standards and restrictions specified in Article 11 (Architectural Standards) and Article 12 (Use Restrictions) of this Declaration.

Section 5. Covenant and Creation of the Lien of Personal Obligation for Court Ordered Violation in Section 4. The Declarant for each Unit or Lot owned by him within the Development Property hereby covenants and agrees, and each owner of any Unit or Lot by acceptance of a deed therefore whether or not it shall be so expressed in such deed as the conveyance shall be deemed to covenant and agree, to pay any court ordered violation cost and other costs or expenses incurred in Section 5 above, together with such interest thereon and cost of collection thereof, including attorneys' fees, as provided herein, and shall be a charge on the land and shall be a continuing lien upon the Unit(s) or Lot(s) against which each such obligation is made. It shall also be the personal obligation of each Person who was an Owner of such property at the time of the violation.

Section 6. Rules and Regulations. The Association, through its Board of Directors, may make and enforce reasonable rules and regulations governing the use of the Development Property, which rules and regulations shall be consistent with the rights and duties established by this Declaration. In addition, the Townhome Association may adopt additional Rules and Regulations governing the use of the Townhome Property. Sanctions may include monetary fines, which if unpaid, shall constitute a lien on such Owner's Lot or Unit subject to enforcement as provided under Article X hereunder, as well as suspension of the right to vote and the right to use the recreational facilities. The Board or Townhome Board, as applicable, shall, in addition, have the power to seek relief in any court for violations or to abate nuisances. Such rules and regulations, as amended, shall be binding upon all Owners and occupants until and unless overruled, cancelled or modified in a regular or special meeting of the Association or Townhome Association, as applicable, by the vote of Members representing a Majority of the total Class "A" votes and with the consent of the Class "B" Members, so long as such membership shall exist.

In case of conflicts between the provisions of the Association's Rules and Regulations and the Townhome Association's Rules and Regulations, the stricter provision shall control.

The Association or Townhome Association, acting through the Board or Townhome Board, as applicable, by contract or other agreement, shall have the right to enforce county ordinances or permit Davidson County, Tennessee, to enforce ordinances on the Development Property for the benefit of the Association and its Members.

Section 7. Implied Rights. The Association or Townhome Association may exercise any other right or privilege given to it expressly by this Declaration or the Bylaws, and every other right or privilege reasonably to be implied from the existence of any right or privilege given to it herein or reasonably necessary to effectuate any such right or privilege, including, but not limited to:

(a) imposing monetary fines and suspending use and voting privileges;

(b) granting permits and licenses, utility easements and other easements, permits or licenses under, through or over the Common Areas or Common Elements, as applicable;

(c) sell, transfer or convey portions of the Common Area or Common Elements, as applicable, but only upon approval of two-thirds (2/3) of the total eligible votes of the Association or Townhome Association, as applicable.

Article X
Assessments

Section 1. Creation of Assessments. There are hereby created Assessments for Association and Townhome Association expenses as may from time to time specifically be authorized by the Board of Directors and Townhome Board to be commenced at the time and in the manner set forth in Section 7 of this Article. There shall be three (3) types of Assessments: (a) Base Assessments to fund Common Expenses for the benefit of all Members of the Association as described in Section 2 below; and (b) Townhome Assessments as described in Section 3 below; and (c) Special Assessments as described in Section 4 below.

Assessments shall be paid in such manner and on such dates as may be fixed by the Board of Directors or Townhome Board, as applicable, which may include, without limitation, acceleration of the annual Base Assessment or Townhome Assessments for delinquents, including Owners delinquent in the payment of fines imposed in accordance with Article IX, Section 5 of this Declaration as well as Article III, Section 21, of the Bylaws. Unless the Board or Townhome Board otherwise provides, the Base Assessment and Townhome Assessments shall be paid in monthly installments.

No Owner, except for the Declarant and a Builder during the Builder Exception Period as discussed in Section 11 below, may waive or otherwise exempt himself from liability for the Assessments provided for herein, including, by way of illustration and not limitation, by non-use of Common Areas, or Common Elements, or abandonment of the Unit or Lot. The obligation to pay Assessments is a separate and independent covenant on the part of each Owner, and each Owner, by acceptance of his or her deed or recorded contract of sale, is deemed to covenant and agree to pay these Assessments. No diminution or abatement of Assessment or set-off shall be claimed or allowed by reason of any alleged failure of the Association or Townhome Association to take some action or perform some function required to be taken or performed under this Declaration or the Bylaws,

or for inconvenience or discomfort arising from the making of repairs or improvements which are the responsibility of the Association or Townhome Association, or from any action taken to comply with any law, ordinance, or with any order or directive of any municipal or other governmental authority.

Section 2. Base Assessments; Computation. Base Assessments shall be levied equally on all Lots and Units, except as otherwise provided under Section 10 below with respect to Common Area and Section 11 below with respect to Declarant and any Builders. It shall be the duty of the Board, at least sixty (60) days before the beginning of each fiscal year, to prepare a budget covering the estimated Common Expenses of the Association during the coming year. The budget may include a capital contribution establishing a reserve fund in accordance with a capital budget separately prepared. The Base Assessment to be levied for the coming year against each Unit and Lot subject to Assessment shall be computed by dividing the budgeted Common Expenses by the total number of Units and Lots subject to Assessment as of sixty (60) days before the end of the current fiscal year. The Board shall cause a copy of the Common Expense budget and notice of the amount of Base Assessment to be levied against each Lot or Unit for the following year to be delivered to each Owner at least thirty (30) days prior to the beginning of the fiscal year. Such budget and Assessment shall become effective unless disapproved at a meeting of the members by the vote of Members representing at least a majority of the total Class "A" vote in the Association, and by the Class "B" Member, if such exists. There shall be no obligation to call a meeting for the purpose of considering the budget except on petition of the Members as provided for special meetings in Article II, Section 4, of the Bylaws.

Notwithstanding the foregoing, however, in the event the proposed budget is disapproved or the Board fails for any reason so to determine the budget for any year, then and until such time as a budget shall have been determined as provided herein, the budget in effect for the immediately preceding year shall continue for the current year.

Section 3. Townhome Assessments for Units. In addition to the Base Assessments authorized in Section 2 above, the Townhome Association shall levy Townhome Assessments for Units to cover the cost of Townhome Property and Common Element maintenance , and any additional administrative costs incurred by the Townhome Association as a result of its maintenance and oversight activities on behalf of the Unit Owners. The Townhome Assessments shall be included in the budget prepared by the Townhome Association and delivered and subject to the same provisions pursuant to Section 2 above, with respect to the Association budget. All Unit Owners shall have full access to all amenities and Common Areas in Belle Arbor and shall pay regular Base Assessments to the Association in the same amount as other Owners in Belle Arbor and shall also pay the Townhome Assessments as discussed herein.

Section 4. Special Assessments. In addition to the other Assessments authorized in this Article, the Association may levy a Special Assessment or Special Assessments from time to time; provided, however, that such Assessment shall have the affirmative vote or written consent of Members representing at least fifty-one (51%) percent of the total vote in the Association and the written consent of the Class "B" Member, if such exists. Special Assessments shall be payable in such manner and at such times as determined by the Board, and may be payable in installments extending beyond the fiscal year in which the Special Assessment is approved, if the Board so determines.

The Board, or Townhome Board, as applicable, may also levy a Special Assessment against any Member, without the necessity of a vote of the Members, to reimburse the Association or Townhome Association, as applicable, for costs incurred in bringing a Member and his Lot or Unit into compliance with the provisions of the Documents, and any amendments

thereto, and to pay the deductible provided in Article V, Section 1, which Special Assessment may be levied upon the vote of the Board or Townhome Board after notice to the Member and an opportunity for a hearing.

Section 5. Lien for Assessments; Power of Sale to Enforce Lien.

(a) For and in consideration of the privileges, protections, mutual enjoyment and use of the Common Areas and the Limited Common Areas, the assumption of the obligations of Owners set forth in this Declaration by grantees as required hereunder, the receipt of which is hereby acknowledged, and to secure the payment of Assessments, interest, late charges and attorneys' fees as provided herein (hereinafter collectively referred to as the "Secured Charges"), a lien is expressly retained in favor of the Association or Townhome Association, as applicable, on each and every Owner's Lot or Unit and pro rata interest in the Common Areas.

(b) For the purpose of better and more effectually securing the Secured Charges, rendering unnecessary court proceedings for the enforcement of said lien in the event of the proceedings for the enforcement of said lien in the event of the nonpayment of the Secured Charges, and for the consideration of One Dollar ($1.00) paid in cash, receipt of which is acknowledged, the Owners, their respective heirs, successors, administrators, and assigns (hereinafter sometimes referred to, collectively, as "Trustors" and individually as "Trustor") hereby transfer and convey unto Patrick H. Poole, Trustee, of Davidson County, Tennessee, his successors and assigns, their respective Lots or Units with the appurtenances, estates, titles and interests thereto belonging, upon the uses and trusts set forth in this Section 4.

(c) Each Trustor agrees (i) to pay the Secured Charges attributable to such Trustor's Lot or Unit when due, as provided in this Declaration; (ii) to pay, discharge, or remove, any and all liens (except a first mortgage or deed of trust) which may be hereafter placed against its Lot or Unit and which shall adversely affect the lien of this instrument or enforcement of the terms and provisions hereof; (iii) to comply with all of the terms and conditions of the Documents; and (iv) to pay upon demand of Trustee or the Association or Townhome Association, all the costs and expenses, together with reasonable attorneys' fees, of any court appearance or other proceedings required by Trustee, his successors or the Association or Townhome Association, to enforce any provision of this Declaration and Bylaws or any rule and regulation of the Association or Townhome Association. If any Trustor fails to do any of these things, then Trustee or the Association or Townhome Association may do any or all of those things, and the amounts so paid shall bear interest at the highest rate allowed under applicable law in effect from time to time from the date of payment and shall become a part of the Secured Charges secured hereby.

(d) If the Secured Charges with respect to any Lot or Unit are not paid promptly when due, then the Trustee, or his successor in trust, is hereby authorized and empowered, upon giving twenty (20) days' notice by three (3) publications in any newspaper, daily or weekly, published in Davidson County, Tennessee, to sell said Lot or Unit at the front door of the Court House in said County to the highest bidder for cash, at public outcry, free from the equity of redemption, the statutory right of redemption, homestead, dower and all exemptions of every kind, all of which are hereby expressly waived; and the Trustee, or his successor in trust, is authorized and empowered to execute and deliver a deed to the purchaser. The Association or Townhome Association, as applicable, may bid at any sale under this trust conveyance. The Association or Townhome Association may, at any time after default in the payment of any of the Secured Charges, enter and take possession of the Lot or Unit, and

shall only account for the net rents actually received by it. It is further agreed that, in the event the Association or Townhome Association, as applicable, fails, before instructing Trustee to sell said Lot or Unit, as herein provided, to enter and take possession thereof, the purchaser shall be entitled to immediate possession thereof upon the delivery to him by the Trustee of a deed for said property. In case of sale hereunder, the proceeds shall be applied by the Trustee as follows:

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

(2) Second, to the payment of all taxes which are due but unpaid with respect to such Lot or Unit;

(3) Third, to the payment of all unpaid Secured Charges with respect to such Lot or Unit;

(4) Fourth, the residue, if any, will be paid to the Owner of such Lot or Unit, its order, representatives or assigns;

(e) The Association or Townhome Association, acting on behalf of the Owners, shall have the power to bid for the Lot or Unit at foreclosure sale and to acquire and hold, lease, mortgage, and convey the same. During the period in which a Lot or Unit is owned by the Association or Townhome Association following foreclosure: (i) no right to vote shall be exercised on its behalf; (ii) no Assessment shall be assessed or levied on it; and (iii) each other Lot or Unit shall be charged, in addition to its usual Assessment, its equal pro rata share of the Assessment that would have been charged such Lot or Unit had it not been acquired by the Association or Townhome Association as a result of foreclosure. Suit to recover a money judgment for unpaid common expenses and attorneys' fees shall be maintainable without foreclosing or waiving the lien securing the same.

(f) In the case of the death, absence, inability, or refusal to act of the Trustee, or if the Board or Townhome Board, as applicable, so decides in its sole discretion, at any time when action under the foregoing power and trusts may be required or for any other reason, the Association or Townhome Association, as applicable, are hereby authorized and empowered to name and appoint a successor to the Trustee by an instrument in writing to be recorded in the Register's Office for Davidson County, Tennessee, and the title and rights herein conveyed to the above named Trustee shall be vested in said successor.

Section 6. Capital Budget and Contribution. The Board of Directors may annually prepare a capital budget to take into account the number and nature of replaceable assets, the expected life of each asset, and the expected repair or replacement cost. The Board may set the required capital contribution, if any, in an amount sufficient to permit meeting the projected capital needs of the Association, as shown on the capital budget, with respect both to amount and timing by Assessments over the period of the budget. The capital contribution required, if any, shall be fixed by the Board and included within the Base Assessment and/or Townhome Assessment, as applicable, and distributed with the budget, as provided in Section 2 of this Article.

Section 7. Date of Commencement of Assessments & Effect of Nonpayment of Assessments.

(a) Except as otherwise agreed to in writing by the Association, the Assessments provided for herein shall commence as to all Lots or Units upon conveyance of the first Lot or Unit to an Owner other than the Declarant or a Builder. Assessments shall be due and payable in a manner and on a schedule as the Board of Directors may provide. The first Assessments levied by the Association shall be

adjudged according to the number of days remaining in the fiscal year at the time Assessments commence on the Lot or Unit.

(b) All Assessments, together with interest at a rate not to exceed ten (10%) percent or the highest rate allowed by Tennessee law as computed from the date the delinquency first occurs, costs, and reasonable attorney's fees (including post-judgment attorneys' fees from a prior judgment, if any), shall be a charge on the Lot or Unit and shall be a continuing lien upon the Lot or Unit against which each Assessment is made. Each such Assessment, together with interest, costs, and reasonable attorney's fees, shall also be the personal obligation of the Person who was the Owner of such Lot or Unit at the time the Assessment arose, and his or her grantee shall be jointly and severally liable for such portion thereof as may be due and payable at the time of conveyance. No first Mortgagee who obtains title to a Lot or Unit pursuant to the remedies provided in the Mortgage shall be liable for unpaid Assessments which accrued prior to acquisition of title, unless otherwise provided under applicable laws.

(c) The Association or Townhome Association, as applicable, shall, within a reasonable time upon written request, furnish to any Owner, Mortgagee or Person having executed a contract for the purchase of a Lot, or a lender considering a loan to be secured by a Lot, a certificate in writing signed by an officer of the Association or Townhome Association setting forth the amount of Assessments due and unpaid, including any late charges, interest, fines or other charges against a Lot or Unit, if any. Such certificate shall be conclusive evidence of payment to the Association or Townhome Association of such Assessment therein stated to have been paid. The Association and Townhome Association may require the advance payment of a processing fee not to exceed Seventy-Five ($75.00) Dollars for the issuance of such certificate.

Section 8. Subordination of the Lien to First Mortgages. The lien of Assessments, including interest, late charges (subject to the limitations of Tennessee law), and costs (including attorney's fees) provided for herein, shall be subordinate to the lien of any first Mortgage upon any Lot or Unit. The sale or transfer of any Lot or Unit shall not affect the Assessment lien. However, the sale or transfer of any Lot or Unit pursuant to judicial or non-judicial foreclosure of a first Mortgage, or by a deed in lieu of foreclosure, shall extinguish the lien of such Assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot or Unit from lien rights for any Assessments thereafter becoming due. Where the Mortgagee holding a first Mortgage of record or other purchaser of a Lot or Unit obtains title pursuant to remedies under the Mortgage, its successors and assigns shall not be liable for the share of the common expenses or Assessments by the Association and Townhome Association chargeable to such Lot or Unit which became due prior to the acquisition of title to such Lot or Unit by such acquirer. Such unpaid share of common expenses or Assessments shall be deemed to be common expenses collectible from Owners of all the Lots and Units, including such acquirer, its successors and assigns.

Section 9. Capitalization of Association; Working Capital Fund.

(a) Capitalization of Association; Working Capital Fund. In conjunction with the acquisition of record title to any Lot or Unit by the purchaser thereof, other than the Declarant or a Builder, a contribution shall be made by or on behalf of the purchaser at the closing of the purchase of any Lot or Unit to the working capital of the Association in an amount as determined in the Board's discretion, but in any event, shall not be greater than an amount that is equal to the twice the annual Base Assessment per Lot or, for Units, no more than an amount that is equal to twice the annual Base Assessment per Unit plus twice the annual Townhome Assessment per Unit, as determined by the Board for the year in which the respective closing occurs. This amount shall not be considered an advance payment on the Base Assessment or Townhome Assessment and shall be deposited into the purchase and sales

escrow and disbursed therefrom to the Association for use to cover capital and operating expenses, capital repairs or improvements, and other expenses incurred by the Association or Townhome Association, as applicable, pursuant to the terms of this Declaration and the Bylaws. Moreover, when control of the Association or Townhome Association is transferred from the Declarant to the Owners as provided in the Documents, said fund and any remaining proceeds thereof shall be transferred to the Association or Townhome Association, as applicable, to be used for the same aforementioned purposes.

Section 10. Exempt Property. Notwithstanding anything to the contrary herein, all Common Area and property dedicated or otherwise conveyed to and accepted by any governmental authority or public entity, shall be exempt from payment of Assessments.

Section 11. Obligation of Declarant and Builders for Assessments. With respect to any Lots owned by the Declarant, no Assessments shall be levied on such Lots and Unit until such Lots and Units are conveyed to a third-party purchaser that is not holding the property for development or construction of Units and other improvements thereon. However, until the expiration of the Class "B" Control Period, the Declarant shall be obligated for the difference between the amount of Assessments levied on all Lots and Units subject to assessment and the amount of actual expenditures required to operate the Association and Townhome Association during the fiscal year, and any such payments by Declarant shall be considered a subsidy to the Association and Townhome Association (a "Subsidy"). Any Subsidy may be treated, in the Declarant's discretion, as either (i) a voluntary contribution, (ii) a prepayment of Assessments due from the Declarant for unsold Lots and Units owned after the expiration of the Class "B" Control Period, if any, or (iii) a loan from the Declarant to the Association or Townhome Association. A Subsidy may be evidenced by one or more promissory notes from the Association or Townhome Association in favor of the Declarant.

In addition, no Assessments shall be levied on Lots or Units owned by the Declarant or any other Builder until the date that the Lot or Unit is conveyed from such Builder to a third-party purchaser holding title to the Lot or Unit for purposes permitted herein other than the development and construction of a Unit and other improvements thereon.

Section 12. Transfer Fees. In conjunction with the acquisition of record title to a Lot or Unit by the purchaser thereof, other than the Declarant or any Builder, a reasonable one-time contribution shall be made by or on behalf of the purchaser at the closing of the purchase of the Lot or Unit to the management company or Association or Townhome Association, as applicable, to cover certain administrative costs related to establishing the new Owner's account with the Association or Townhome Association.

Article XI
Architectural Standards

No Owner, occupant of an Owner's Lot or Unit, or any other Person, other than the Declarant and a Builder, may: (i) make any exterior change, alteration, modification, or construction on a Lot, Unit or its Private Elements; (ii) erect, place or post any thing or object which may affect the appearance of a Lot, Unit or its Private Elements; or (iii) change the grade or slope of a Lot or Unit Pad or Private Element without first obtaining the written approval of the Architectural Review Committee. Further, Unit Owners may not alter (increase or decrease) the size of the deck or patio of the Unit without the written approval of the Architectural Review Committee. The Board of Directors shall have the authority and standing, on behalf of the Association and Townhome Association, to enforce in courts of competent jurisdiction decisions of the Architectural

Review Committee established in Section 1 of this Article XI. This Article may not be amended without the Declarant's written consent so long as the Declarant owns any land or Lot or Unit subject to this Declaration or subject to annexation to this Declaration.

The Declarant at the time of sale and/or the plat is recorded for each phase/section of Belle Arbor has the right to establish additional restrictions and/or design-standards with respect to the Units or improvements constructed upon the Lots in that particular phase/section of Belle Arbor.

Section 1. Architectural Review Committee. The Architectural Review Committee ("ARC") shall have exclusive jurisdiction over all original construction on any portion of the Development Property as well as modifications, additions, or alterations made on or to existing Common Elements, Units, Private Elements, Lots or structures and improvements thereon, as well as the Common Areas. The ARC shall prepare and, on behalf of the Board of Directors, shall promulgate design and development guidelines and application and review procedures (the "Architectural Guidelines"). Any amendments to the Architectural Guidelines shall be prospective only and shall not apply to require modifications to or removal of structures previously approved once the approved construction or modification has commenced. Copies shall be available from the ARC for review. The Architectural Guidelines shall be those of the Association and Townhome Association, and the ARC shall have sole and full authority to prepare and to amend the Architectural Guidelines). A copy of the Architectural Guidelines, as well as any amendment, supplement, or modification thereto, shall be provided to all Owners, including any Builders, and developers who seek to engage in development of or construction upon all or any portion of the Development Property, and such Owners, Builders and developers shall conduct their operations strictly in accordance therewith.

Until one hundred (100%) percent of the Lots and Units with respect to all phases as shown on the master plan of the Development Property, as may be revised or amended from time to time, have been developed and conveyed to purchasers in the normal course of development and sale, the Declarant retains the right to appoint all members of the ARC, which shall consist of at least three (3), but no more than five (5), persons. There shall be no surrender of this right prior to that time except in a written instrument in recordable form executed by Declarant. Upon the expiration of such right, the Board of Directors shall appoint the members of the ARC.

In addition to the foregoing, plans and specifications showing the nature, kind, shape, color, size, materials, and location of any initial construction, modifications, additions, or alterations, for all Units or improvements on the Lots, including, but not limited to, any structure, building, fence, wall, driveway, path, or landscaping shall be submitted, prior to any construction, to the ARC for its written approval as to quality of workmanship and design and as to harmony of external design with existing structures, location in relation to surrounding structures, topography, and finish grade elevation. The Board, the ARC, or the Association may establish a reasonable processing and review fee related to the consideration of any submitted architectural review requests. No permission or approval shall be required to repaint in accordance with an originally approved color scheme, or to rebuild in accordance with originally approved plans and specifications. Nothing contained herein shall be construed to limit the right of an Owner to remodel the interior of the residence located within such Owner's Unit or upon such Owner's Lot, or to paint the interior of such Owner's residence any color desired. In the event that the ARC fails to approve or to disapprove such plans or to request additional information reasonably required within sixty (60) days after submission, the plans shall be deemed approved, unless such construction, modification or improvement otherwise is in violation of the Declaration, the Bylaws, the Architectural Guidelines, the Association's rules and regulations, or applicable zoning ordinances.

The ARC shall be the sole arbiter of the application and may withhold approval for any reason whatsoever, including purely aesthetic considerations. The Association, acting through the Board shall be entitled to stop any construction or modification which is not in conformance with approved plans. In the event that the ARC disapproves any application or part thereof, an Owner shall have the right to appeal the ARC's decision to the Board of Directors, in writing by certified mail. Said notice of appeal must be received by the Board within fourteen (14) days from the date of the ARC's notice to Owner of its decision, otherwise the decision of the ARC shall be final. The Board shall rule on the appeal with thirty (30) days of receiving written notice requesting an appeal from the Owner; and all decisions of the Board shall be final.

Neither the Board nor the ARC shall bear any responsibility for ensuring the design, quality, structural integrity or soundness of approved construction or modifications, nor for ensuring compliance with building codes, zoning regulations and other governmental requirements. Neither the Declarant, Association, the Board, the ARC or any member of any of the foregoing shall be held liable for any injury, damages or loss arising out of the manner, design, or quality of approved construction on or modifications to any Lot or Unit, nor may any action be brought against the Declarant, Association, the Board, the ARC, or any member thereof, for any such injury, damage or loss.

Section 2. No Waiver of Future Approvals. The approval of the ARC of any proposals or plans and specifications or drawings for any work done or proposed, or in connection with any other matter requiring the approval and consent of such Committee, shall not be deemed to constitute a waiver of any right to withhold approval or consent as to any similar proposals, plans and specifications, drawings, or matters whatsoever subsequently or additionally submitted for approval or consent.

Section 3. Variance. The ARC may authorize variances from compliance with any of the provisions of its guidelines and procedures when circumstances such as topography, natural obstructions, hardship, aesthetic, or environmental considerations require, but only in accordance with duly adopted rules and regulations. Such variances may only be granted, however, when unique circumstances dictate and no variance shall (a) be effective unless in writing, (b) be contrary to the restrictions set forth in the body of this Declaration, or (c) estop the Committee from denying a variance in other circumstances. For purposes of this Section, the inability to obtain approval of any governmental agency, the issuance of any permit, or the terms of any financing shall not be considered a hardship warranting a variance.

Section 4. Enforcement of Architectural Standards. Any construction, alteration, or other work done in violation of this Article, the Declaration, the Bylaws, the design standards or any applicable zoning ordinances, codes, or regulations shall be deemed non-conforming, and upon written request from the Board, such non-conforming construction, alteration, or other work shall be removed at the sole expense of the Owner and the Lot or Unit shall be restored to substantially the same condition as existed prior to such construction, alteration or work. Should the Owner fail to do so, the Board or its designees shall have the right, in addition to other remedies provided under Article IX of the Declaration as well as the rules and regulations of the Association and Townhome Association, to enter the Lot or Unit and remove the violation and restore the Lot or Unit, or obtain a court order compelling the violating Owner to do so. All costs thereof, including reasonable attorney's fees, may be assessed against such Lot or Unit, regardless of whether or not litigation is filed. The remedies under this Section 5 shall be in addition to, and not in substitution for, any other remedies provided under the Documents, or at law or in equity.

Article XII
Use Restrictions

Section 1. Signs and Flagpoles. No sign of any kind shall be erected or placed within the Development Property without the written consent of the Board of Directors, except (i) that an Owner may place one (1) sign on such Owner's Lot or Private Element advertising the sale thereof and (ii) as otherwise permitted under Article XIV with respect to Declarant and Builders. Notwithstanding the foregoing, the Board of Directors shall have the right to erect signs as it, in its sole discretion, deems appropriate. No flagpoles shall be erected on any Lot or Private Element, except for Lots or Units owned by the Declarant or any Builder where Units or Improvements located thereon are used as models and sales offices or trailers. To the extent that any of the foregoing provisions of this Section 1, provisions of the Architectural Guidelines adopted by the ARC, or rules and regulations adopted by the Board with respect to flagpoles is not permitted under the "Freedom to Display the American Flag Act of 2005" as codified under 4 U.S.C. § 5 (Executive Order 10834, Section 3), as amended, or any other applicable federal, state, or local laws, such provisions of the applicable Documents shall be interpreted so as to be in compliance with such applicable laws.

Section 2. Parking and Garages. All vehicles must be parked in garages, designated parking spaces, or other areas authorized in writing by the Board. No owner or occupant shall keep vehicles parked on street(s) for a period of more than forty-eight (48) hours at a time. Vehicles shall not be parked on any lawn, Private Element, yard, private street or alley. There shall also be designated parking spaces located upon the Common Area, which shall be utilized for guest parking as well as special parking permits issued by the Board. Parking upon any public streets or dedicated right-of-ways of the Development Property shall be in compliance with applicable laws, ordinances, codes, and regulations of Nashville Metro Davidson County. The Board may also adopt reasonable rules and regulations regarding parking within the Development Property, which shall be in compliance with this section.

Garage doors shall remain closed at all times, except for necessary use, ingress, and egress. Each garage should be maintained in such a manner that parking for the maximum number of motor vehicles for which it was originally designed to hold is allowed and possible with the exception of a garage temporarily converted to a sales center by the Declarant or any Builder.

No vehicle that does not have a current license tag or is inoperable may be parked on or within the Development Property. In addition, no vehicle may be parked upon or within any portion of the Development Property for a period of thirty (30) consecutive days or more without being driven during said period, unless prior written permission has been obtained from the Board of the Association. Boats, trailers, jet-skis and trailers for same, panel trucks, buses, trucks with a load capacity of one (1) ton or more, vans (excluding vans used by handicapped persons, mini-vans or sport utility vehicles used as passenger vehicles and receiving a "cars' or "passenger vehicle" classification by the Tennessee Department of Motor Vehicles), recreational vehicles (including, without limitation, RVs, campers, and motor homes), vehicles used primarily for commercial purposes, and vehicles with commercial writings on their exteriors are also prohibited from being parked upon any portion of the Development Property, except in areas, if any, that may be designated by the Board as parking areas for particular types of vehicles. Notwithstanding the above, trucks, vans, commercial vehicles and vehicles with commercial writings on their exteriors shall be allowed temporarily on the Common Area during normal business hours for the purpose of serving any Lot or Unit or the Common Area; provided, however, no such vehicle shall remain on the Common Area overnight or for any purpose unless prior written consent of the Board is first obtained. Notwithstanding any provision to the contrary above, all emergency response and local, state, and federal law enforcement vehicles may be parked on the Development Property so long as they are either

owned by an Owner or occupant or they are parked on the Development Property in furtherance of emergency response or law enforcement purposes.

If any vehicle is parked on any portion of the Development Property in violation of this subsection or in violation of the Association's rules and regulations, a Board member or other agent of the Association may place a notice on the vehicle specifying the nature of the violation and stating that after twenty-four (24) hours the vehicle may be towed or booted. The notice shall include the name and telephone number of the person or entity that will do the towing or booting and the name and telephone number of a person to contact regarding the alleged violation. If twenty-four (24) hours after such notice is placed on the vehicle the violation continues or thereafter occurs again within six (6) months of such notice, the Board or other agent of the Association may have the vehicle towed or booted in accordance with the notice, without further notice to the Owner or user of the vehicle. If a vehicle is parked in a fire lane or a space designated for handicapped parking, is blocking another vehicle or access to another parking space, is obstructing the flow of traffic, is parked in a parking space which has been assigned as exclusively serving another Lot or Unit, or otherwise creates a hazardous condition or is an obstruction to the safety or health of other persons on the Development Property, no notice shall be required and the Board or agent of the Association may have the vehicle towed immediately. If a vehicle is towed or booted in accordance with this subsection or if a vehicle is seized or towed by any other Person that is not an employee or agent of the Association, then neither the Association nor any officer or agent of the Association shall be liable to any person for any claim of damage as a result of the seizure or towing activity. Also, the Association, and its officers or agents, shall not be liable for any vehicle that is stolen or otherwise unlawfully removed from property within the Development Property by a third party. Notwithstanding anything to the contrary herein, the Board may elect to impose fines or use other available sanctions under the rules and regulations or remedies at law or in equity, rather than exercise its authority to tow or boot.

Section 3. Occupants Bound. All provisions of the Documents which govern the conduct of Owners and which provide for sanctions against Owners shall also apply to all occupants, guests and invitees of any Owner.

Section 4. Animals and Pets. No animals, reptiles, rodents, livestock, birds, fish or poultry of any kind shall be raised, bred, or kept in or on any portion of the Development Property, except as otherwise provided below. Dogs, cats, or other usual and common household pets not to exceed a total of three (3) may be permitted with respect to each Lot or Unit. Pets are not permitted to roam free, and in the sole discretion of the Association, any pets which endanger the health, make objectionable noise, or constitute a nuisance or inconvenience to the Owners of other Lots or Units, or the owner of any portion of the Development Property, shall be removed upon request of the Board. If the Owner fails to honor such request, the pet may be removed by the Board and turned over to the appropriate agency for keeping or disposal. No pets shall be kept, bred, or maintained for any commercial purpose. Dogs which are household pets shall at all times whenever they are outside a residence be confined on a leash held by and under the physical control of a responsible person. Local laws governing leashing, control, etc., of animals shall apply to the residents of Belle Arbor. Homeowners shall be responsible to clean-up after their pet. Any Owner or occupant who keeps or allows any pet on a portion of the Development Property shall be deemed to have indemnified and agreed to hold the Association, its, directors, officers, and agents free and harmless from any loss, claim, or liability of any kind or character whatever arising by reason of keeping, maintaining, or allowing such pet within the Development Property.

Section 5. Governmental Laws and Nuisance. No portion of the Development Property shall be used, in whole or in part, in violation of any applicable local, state, or federal laws, statutes, regulations, codes, or ordinances ("Governmental Laws"). In the event that any provision of applicable Governmental Laws conflicts with the provisions of this Declaration, the more restrictive provision shall apply.

No portion of the Development Property shall be used, in whole or in part, for the storage of any property or thing that will cause it to appear to be in an unclean or untidy condition or that will be obnoxious to the eye. Moreover, no substance, thing, or material shall be kept upon any portion of the Development Property that will emit foul or obnoxious odors or that will cause any noise or other condition that will or might disturb the peace, quiet, safety, comfort, or serenity of the occupants of surrounding property. No noxious or offensive activity shall be carried on upon any portion of the Development Property, nor shall anything be done thereon tending to cause embarrassment, discomfort, annoyance, or nuisance to any person using any portion of the Development Property. There shall not be maintained any plants or animals or device or thing of any sort whose activities or existence in any way is noxious, dangerous, unsightly, unpleasant, or of a nature as may diminish or destroy the enjoyment of Development Property.

Section 6. Unsightly or Unkempt Conditions. It shall be the responsibility of each Owner to prevent the development of any unclean, unhealthy, unsightly, or unkempt condition on his or her Lot, Unit or Private Element. The pursuit of hobbies or other activities, including specifically, without limiting the generality of the foregoing, the assembly and disassembly of motor vehicles and other mechanical devices which might tend to cause disorderly, unsightly, or unkempt conditions, shall not be pursued or undertaken on any part of the Development Property.

Section 7. Basketball Goals, Clotheslines, Garbage Cans, Irrigation Systems.

(a) No clothes lines, above-ground tanks, and other similar items shall be placed, allowed or maintained upon any portion of the Development Property, including any Lot or Private Element. Lot and Unit Owners shall dispose of rubbish, trash, and garbage in shared dumpsters located on the Development Property. Lot and Unit Owners shall not keep garbage cans and trash receptacles outside of Lots or Units. All rubbish, trash, and garbage shall be regularly removed from the Development Property and shall not be allowed to accumulate thereon.

(b) Portable basketball hoops, backboards and poles will be allowed under the following conditions: (1) the portable basketball hoop, backboard and pole must be taken down and stored out of site when not in actual use; (2) the portable basketball hoop, backboard and pole cannot remain up overnight and must be stored out of site; (3) the above mentioned basketball equipment can be used between the hours of eight (8) a.m. and ten (10) p.m. only; and (4) the portable basketball equipment must be set up and used as far away as feasibly possible from the adjacent Lots or Units. Permanent basketball shall not be permitted to be installed upon any Lot or Private Element within the Development Property, unless prior approval has been obtained from the ARC. Basketball hoops attached or affixed to the residence shall not be permitted upon any portion of the Development Property.

Section 8. Guns. The discharge of firearms within the Development Property is prohibited. The term "firearms" includes "B-B" guns, pellet guns, and other firearms of all types.

Section 9. Lighting. Except for seasonal decorative lights, which may be displayed between Thanksgiving and January 10 only, all exterior lights must be approved in accordance with Article

XI of this Declaration.

Section 10. Leasing. Intentionally Omitted

Section 11. Amenities. Any amenities (including, but not limited to parks, playground equipment, and/or walking trails) provided by the Association or erected within the Development Property, if any, shall be used at the risk of the user, and the Association shall not be held liable to any person for any claim, damage, or injury occurring thereon or related to use thereof. The Board may promulgate additional rules and regulations governing the use of such amenities.

Section 12. Residential Use Only. Each Lot and Unit shall be used for residential purposes only and no trade or business may be conducted in or from any Lot or Unit located within Belle Arbor, except that an Owner, or lessee or other occupant of a residence, may conduct business activities within the residence so long as: (a) the existence or operation of the business activity is not apparent or detectable by sight, sound or smell from outside the residence; (b) the business activity conforms to all zoning requirements for the Development Property; (c) the business activity does not involve persons coming onto the Development Property who do not reside in the Development Property or door-to-door solicitation of residents of the Development Property, provided however, this provision shall not preclude delivery of materials or items by U S Postal delivery or by other customary parcel delivery services (UPS, Fed Ex, etc.); and (d) the business activity is consistent with the residential character of the Development Property and does not increase traffic, does not increase insurance premiums paid by the Association or otherwise negatively affect the ability of the Association to obtain insurance coverage, and does not constitute a nuisance, or a hazardous or offensive use, or threaten the security or safety of other residents of the Development Property, as may be determined in the sole discretion of the Board.

The terms "business" and "trade", as used in this provision, shall be construed to have their ordinary, generally accepted meanings, and shall include, without limitation, any occupation, work or activity undertaken on an ongoing basis which involves the provision of goods or services to persons other than the provider's family and for which the provider receives a fee, compensation, or other form of consideration, regardless of whether: (i) such activity is engaged in full or part-time; (ii) such activity is intended to or does generate a profit; or (iii) a license is required therefore. Notwithstanding the above, the leasing of a Unit, or residence located on a Lot in accordance with Section 10 of this Article or the leasing of a model Unit, model home or a sales trailer on a Lot by the Declarant or a Builder shall not be considered a trade or business within the meaning of this section.

Section 13. Garage Sales. No garage sale, yard sale, or similar activity shall be conducted in the Development Property without prior approval of the Board. The Board may additionally permit Development Property garage sale or yard sale days.

Section 14. Antennas and Satellite Dishes. All television antennas, satellite dishes, dishes which receive video programming services via multipoint distribution services and any other device used for the reception of television broadcast signals, direct broadcast satellite services or multi-channel multipoint distribution (wireless cable) services must be twenty-four (24) inches or less in diameter, must be located to the rear of the Unit or Private Element or residence located on the Lot and not visible from the street (unless such location would preclude reception of an acceptable quality signal) and may not be affixed to any portion of the Common Areas. Television antennas must be located to the rear of the roof ridgeline, cable or centerline of the

principal dwelling. Freestanding antennas must be attached to and located behind the rear wall of the main residential structure. No antenna may be erected on a wooden pole. Any deviation from this policy must be approved in advance by the Board of Directors. To the extent that any of the foregoing provisions of this Declaration or provisions of the rules and regulations adopted by the Board with respect to satellite dishes and antennas is not permitted under the Federal Communications Commission ("FCC") rules and regulations, the remaining portion of this Section 14 shall survive independently to the extent permissible under the FCC rules and regulations.

Section 15. Swimming Pools. Swimming pools, whether above or below ground, shall not be constructed or placed upon any Lot or Private Element within the Development Property.

Section 16. Tents, Trailers and Temporary Structures. Except as otherwise permitted with respect to the Declarant and Builders under Article XIV hereunder, no tent, utility, shed, shack, trailer or other structure of a temporary nature shall be placed upon a Lot, Private Element, or any part of the Development Property.

Section 17. Drainage and Septic Systems. Catch basins and drainage areas are for the purpose of natural flow of water only. No obstructions or debris shall be placed in these areas. No Person other than Declarant may obstruct or rechannel the drainage flows after location and installation of drainage swales, storm sewers, or storm drains. Septic systems are prohibited upon or within the Development Property.

Section 18. Subdivision of Lot or Unit. No Lot, Unit, Unit Pad or Private Element shall be subdivided or its boundary lines changed except with the prior written approval of: (a) the Board of Directors of the Association or Townhome Board, as applicable, whose approval shall not be unreasonably withheld or delayed, and (b) the local governmental authorities. Declarant and Builder, however, hereby expressly reserves the right to replat any Lot(s) or Unit Pad(s) owned by Declarant or Builder. Any such division, boundary line change, or replatting shall not be in violation of the applicable subdivision and zoning regulations. Moreover, any two or more Lots that are combined into one or more Lots or Units by Owners, other than the Declarant, shall continue to be responsible for the Base Assessments and Special Assessments allocated to said Lots or Units as if the combination of Lots or Units had not taken place.

Section 19. Playground Equipment. All playground equipment located upon the Lots or Private Elements, including but not limited to, swingsets, slides, seesaws, playhouses, and/or climbing apparatuses, shall be maintained in good condition, constructed of natural wood, and finished with a natural wood exterior surface, and shall be approved by the ARC prior to installation. No painted wood finish, predominately plastic or metal structures shall be allowed. Any allowable playground equipment must be hidden as much as possible from the street view and from the view of adjoining Owners.

Section 20. Sight Distance at Intersections. All property located at street intersections shall be landscaped so as to permit safe sight across the street corners. No fence, wall, hedge, or shrub planting shall be placed or permitted to remain where it would create a traffic or sight problem.

Section 21. Artificial Vegetation; Yard and/or Outdoor Decorations. No artificial vegetation shall be permitted on the exterior of any portion of the Development Property. No decorative appurtenances, including, but not limited to, sculptures, birdhouses, birdbaths, fountains or other similar decorative embellishments shall be placed on or in any front yard or

on any part of a Lot or Private Element visible from any street or other Lot, unless the placement and design of such embellishments has been approved by the ARC pursuant to the provisions of Article XI.

Article XIII
Mortgagee Provisions

The following provisions are for the benefit of holders of first Mortgages on Lots or Units in the Development Property. The provisions of this Article apply to both this Declaration and to the Bylaws, notwithstanding any other provisions contained therein.

Section 1. Notices of Action. A Mortgagee shall be entitled to timely written notice of:

(a) any condemnation loss or any casualty loss which affects a material portion of the Development Property or which affects any Lot or Unit on which there is a Mortgage held, insured, or guaranteed by such eligible holder;

(b) any delinquency in the payment of Assessments or charges owed by an Owner of a Lot or Unit subject to the Mortgage of such eligible holder, where such delinquency has continued for a period of sixty (60) days; provided, however, notwithstanding this provision, any Mortgagee, upon request, is entitled to written notice from the Association or Townhome Association of any default in the performance by an Owner of a Lot or Unit of any obligation under the Declaration or Bylaws of the Association or Townhome Association which is not cured within sixty (60) days;

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

(d) any proposed action which would require the consent of a specified percentage of Mortgagees.

Section 2. No Priority. No provision of this Declaration or the Bylaws gives or shall be construed as giving any Owner or other party priority over any rights of a Mortgagee of any Lot or Unit in the case of distribution to such Owner of insurance proceeds or condemnation awards for losses to or a taking of the Common Area or Common Elements.

Section 3. Notice to Association or Townhome Association. Upon request, each Owner shall be obligated to furnish to the Association or Townhome Association the name and address of the holder of any Mortgage encumbering such Owner's Lot or Unit.

Section 4. Amendment by Board. Should the U.S. Department of Housing and Urban Development/Federal Housing Administration, Federal National Mortgage Association or the Federal Home Loan Mortgage Corporation subsequently delete any of their respective requirements which necessitate the provisions of this Article or make any such requirements less stringent, the Board, without approval of the Owners, may cause an amendment to this Article to be recorded to reflect such changes.

Section 5. Applicability of Article XIII. Nothing contained in this Article shall be construed to reduce the percentage vote that must otherwise be obtained under the Declaration, Bylaws, or Tennessee law for any of the acts set out in this Article.

Section 6. Failure of Mortgagee to Respond. Any Mortgagee who receives a written request from the Board to respond to or consent to any action shall be deemed to have approved such action if the Association or Townhome Association does not receive a written response from the Mortgagee within sixty (60) days of the date of the Association or Townhome Association's request.

Section 7. Inspection of Books. The Association and Townhome Association shall permit any holder, insurer, or guarantor of a Mortgage with respect to a Lot or Unit, or any Owner to inspect the project documents, including the Documents, as amended, as well as the records, books, and financial statements of the Association or Townhome Association during normal business hours.

Section 8. Financial Statements. The Association and Townhome Association, if applicable, shall provide any holder, insurer, or guarantor of a Mortgage with respect to a Lot or Unit which submits a written request with a copy of an annual financial statement within one hundred twenty (120) days following the end of each fiscal year of the Association or Townhome Association, and any cost associated with the preparation of said financial statement shall be borne by said holder, insurer, or guarantor of the Mortgage.

Section 9. Conformity with Federal Guidelines. Notwithstanding anything to the contrary contained in the Declaration and Bylaws, all terms, conditions, and regulations now existing, or which may be promulgated from time to time, by the U.S. Department of Housing and Urban Development/Federal Housing Administration, Federal National Mortgage Association or the Federal Home Loan Mortgage Corporation pertaining to planned unit developments are hereby incorporated as terms and conditions of this Declaration and such shall be governing upon the Development Property, so long as such conditions are not inconsistent with the laws of the State of Tennessee and do not impinge on any substantial property rights of individual Owners.

Section 10. Conflicts. This Article XIII is supplemental to, and not in substitution for, any other provisions of the Declaration, but in the case of conflict, the provisions of this Article XIII shall control.

Article XIV
Declarant's Rights

Section 1. Any or all of the special rights and obligations of the Declarant set forth in this Declaration or its Bylaws may be transferred or assigned in whole or in part to any other Person, provided that the transfer shall not reduce an obligation nor enlarge a right beyond that contained herein, and provided further, no such transfer shall be effective unless it is in a written instrument signed by the Declarant and duly recorded in the Register's Office of Davidson County, Tennessee.

Notwithstanding any provisions contained in the Declaration to the contrary, so long as construction and the initial sale of Lots and Units shall continue, it shall be expressly permissible for Declarant, and any Builder to maintain and carry on upon portions of the Development Property, including any Lot or Unit, such facilities and activities as, in the sole opinion of Declarant, may be reasonably required, convenient, or incidental to the construction or sale of such Lots or Unit, including, but not limited to, business offices, signs, model homes, and sales offices or trailers, and the Declarant and such Builder(s) shall have an easement for access to such facilities. The right to maintain and carry on such facilities and activities shall include specifically the right of Declarant to use designated portions of the Common Area and Lots or Unit owned by the Declarant and the right of any Builder to use Lots or Unit owned by Builder,

as models and sales offices or trailers, respectively.

No Person shall (1) institute legal or equitable proceedings involving the alleged defective design or construction of any Unit, structure, or improvement within the Development Property or (2) retain an expert for the purpose of inspecting the design or construction of any Unit, structure, or improvement within the Development Property in connection with or in anticipation of any potential or pending claim, demand, or litigation involving such design or construction, unless Declarant and the respective Builder have been first notified in writing and given an opportunity to meet with the Owner of the Lot or Unit to discuss the Owner's concerns and conduct their own inspection(s). Declarant and the respective Builder(s) reserve the right for themselves and others designated to inspect, monitor, test, redesign and correct any Unit, improvement or condition which may exist on any portion of the Development Property, including the Lots, Units and Common Area, and a perpetual easement of access through the Development Property for such purposes. No entry into a Unit shall be permitted without the express consent of the Owner. Any Person exercising this right shall promptly repair, at such Person's expense, any damage resulting from the exercise thereof.

So long as Declarant continues to have rights under this paragraph, no Person shall record any declaration of covenants, conditions and restrictions, or similar instrument affecting any portion of the Development Property without Declarant's review and written consent thereto, and any attempted recordation without compliance herewith shall result in such declaration of covenants, conditions and restrictions, or similar instrument being void and of no force and effect unless subsequently approved by recorded consent signed by the Declarant.

Section 2. This Article may not be amended, and the rights contained herein may not be terminated, waived, or released, without the express written consent of the Declarant and any Builder, as long as such Builder(s) owns any Lots or Units within the Development Property.

ARTICLE XV
Professional Management

The Association and Townhome Association may, but shall not be required to, hire a professional management agent or agents, at a reasonable compensation established by the Board or Townhome Board, to perform such duties and services as the Board of Directors or Townhome Board shall authorize. Except for agreements entered into with the Declarant during the Class "B" Control Period, any agreement for professional management of the Development Property and Association or Townhome Association shall not have a term greater than three (3) years.

Article XVI
Non-liability of Declarant

The Declarant is the developer of the Development Property with respect to the residential project contemplated herein. However, Declarant may sell all or portions of the Development Property to other parties for purposes of constructing Units or individual residences to be located on the Lots. Consequently, all Owners acknowledge and affirm that the Declarant shall not be liable for any claims or causes of action of any kind whatsoever in law or in equity arising from or in any way relating to the construction of Units or improvements upon the Lots that was performed by parties other than Declarant, its agents, employees, subsidiaries or other affiliated entities.

To the extent that a claim(s) may be asserted against the Declarant or its affiliates by the Association, Townhome Association or by Owners with respect to the design, construction, sale, maintenance, habitability or, condition of any Lots, Units, Limited Common Elements or the Common Areas of the Development, said claim(s) shall be resolved by a final and binding arbitration hearing conducted in Nashville, Tennessee by a panel of no more than three (3) arbiters with a company actively involved in the dispute resolution business and mutually agreeable to all parties, but if no agreement can be reached, then the hearing will be conducted by a company chosen by the Declarant. The Association and Townhome Association are hereby authorized to act as the exclusive representative of all Owners in asserting any such claims and causes of action relating to the Common Areas of Belle Arbor. Each Owner does hereby appoint the Association or Townhome Association, if applicable, to exclusively act as its power of attorney (which power shall be irrevocable) with respect to the above-referenced claims and causes of action including the right to compromise and settle the same. No Owner shall assert a claim or cause of action relating to the Common Areas except through the Association. Any arbitration award may be confirmed and enforced in any court of competent jurisdiction, and the legal principles of *res judicata* and collateral estoppel shall be applicable to any arbitration award. Any attempt by any such person or entity to enforce this arbitration provision shall constitute conclusive evidence of its intent to be bound hereby. Any portion of this provision that may be held to be unenforceable shall be severable from the balance of this provision so that the remainder of this provision shall remain in full force and effect.

Article XVII
Easements

In addition to, and without limitation of, any other easements or rights reserved elsewhere in this Declaration, the following rights and easements are hereby reserved:

Section 1. Easements for Utilities, etc. There is hereby reserved unto Declarant and any Builder, so long as the Declarant and such Builder(s) owns any property described on Exhibit "A" or any Additional Property subsequently annexed to the Development Property, the Association, the Townhome Association, and the designees or grantees of each (which may include, without limitation, Nashville, Tennessee, Davidson County, Tennessee, Nashville Electric Service, Metro Public Works Water and Sewer Department, and any other public or private utility), blanket easements upon, across, over, and under all, or a portion, of the Common Areas and over the Lots, and any Units located thereon, for ingress, egress, installation, replacing, altering, repairing, and maintaining cable television systems, master television antenna systems, security, and similar systems, roads, walkways, bicycle pathways, drainage systems, street lights, signage, and all utilities, including, but not limited to, water, sewers, meter boxes, telephones, HVAC systems, gas, and electricity. Notwithstanding anything to the contrary contained in this Article, no sewers, electrical lines, water lines, or other utilities may be installed or relocated on the Development Property except as may be approved by the Association's Board of Directors or Townhome Board, as applicable, or as provided by Declarant, or any Builder with respect to utilities to be installed or located upon such Builder's Lot(s), Unit(s) or Unit Pad(s). Within these easements, no structure, planting, or other materials shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may change the direction of flow of drainage channels in the easements, or which may obstruct or retard the flow of water through drainage channels in the easements. Any portion of Belle Arbor property that has been subjected to, or encumbered by, easements granted pursuant to this Declaration or as shown on the Plat(s) for Belle Arbor shall be maintained by, and at the expense of, the Association. Should any entity furnishing a service covered by the general easements herein provided request a specific easement by separate recordable document, the

Board of Directors shall have the right to grant such easement on said Development Property without conflicting with the terms hereof. The easements provided for in this Article shall in no way adversely affect any other recorded easement on the Development Property.

Section 2. Declarant and Builder Easements. (a) Until completion of Declarant's intended development of the Property, an easement is reserved to the Declarant for signage and ingress and egress generally across the Property, including any Lot or Private Element, at reasonable places, for the purpose of completing Declarant's intended development of the Properties, provided that said easement shall be reasonable and shall not interfere with the construction of Units or improvements on a Lot nor the use and enjoyment of a Unit or Lot by an Owner. Declarant, any Builder, the Townhome Association and the Association also reserve any and all easements reasonably required to allow completion, repair and maintenance of any and all utility areas, or improvements. Declarant hereby grants and conveys to any Builder an easement for ingress and egress generally across the Properties reasonably required to allow completion, repair and maintenance of any and all utility areas or improvements upon any Unit Pads or Lots owned by Builder. In addition, Declarant hereby grants and conveys to any Builder a temporary construction easement, 5 feet in width along the side yard boundary lines of any Lot or Unit Pad for the purpose of facilitating home construction on an adjacent Lot or Unit Pad owned by such Builder (the "Builder Construction Easement"), which temporary construction easement shall automatically terminate upon the issuance of a certificate of occupancy for the Unit constructed on the adjacent Lot or Unit Pad by Builder. Builder shall indemnify, defend, and hold harmless the Declarant, the Townhome Association, the Association, and the Owner upon whose Lot or Unit Pad the Builder Construction Easement is located from and against any and all claims, damages, demands, penalties, costs, liabilities, losses, and expenses (including reasonable attorneys' fees and expenses at the trial and appellate levels) that may result from Builder's use of the Builder Construction Easement.

(b) Until completion of Declarant's intended development of the Property, an easement is reserved to the Declarant to enter the Common Areas and to maintain thereon such facilities and perform such operations as in the sole opinion of the Declarant may be reasonably required, convenient or incidental to the intended development of the Property by the Declarant.

(c) Until the expiration of the Class "B" Control Period, Declarant may grant such easements over and across the Common Areas and/or any Unit Pads and Lots owned by Declarant as in the sole opinion of the Declarant may be reasonably required, convenient or incidental to the intended development of the Development Property by the Declarant.

Section 3. Easements for Maintenance, Repair, Emergency, and Other Purposes. A perpetual nonexclusive easement is granted and reserved to the Association and Townhome Association, its officers, agents, employees, including employees of any management company having a contract with the Association, Townhome Association, police, firemen, ambulance personnel and similar emergency personnel in the performance of their duties, over, across, and upon the Common Area, Unit Pads and the Lots for emergency, security, safety and for other purposes reasonably necessary for proper maintenance, operation and repair of the Development Property, including the maintenance of any utilities for which an easement has been granted, and to prevent damage to the Common Area or any Lot or Unit situated thereon. Except in an emergency situation, entry shall be only during reasonable hours and after notice to the Owner or Occupant. This right of entry shall include the right of the Association or Townhome Association to enter a Unit Pad, Unit, or Lot to cure any violation of the Documents and any condition which may increase the possibility of a fire or other hazard in the event that an Owner fails or refuses to cure the condition upon request by the Board or Townhome Board.

The Association shall have the authority to grant easements over the Common Areas for such other purposes as may be determined by the Association, which do not unreasonably interfere with the Owners' use of the Common Areas.

Section 4. Entrance Signage and Landscaping Easement. The Declarant reserves the right to build the entrance sign(s) and landscaping at the entrance(s) for the Development Property, together with any utility or water lines serving the entrance features. Once constructed, the entrance sign and landscaping and utility or water lines shall become the property of the Association, together with the sole liability for maintenance, repair and replacement thereof. The Declarant reserves all rights of ingress and egress onto said Common Area as may be necessary to construct said entrance sign. Additionally, the Association and Townhome Association, as applicable, shall have an easement over any portion of a Unit Pad or Lot on which any entrance feature, including, but not limited to, the Development Property sign and landscaping are located, including utility and waterlines across the Unit Pad or Lot to the entrance features.

Section 5. Fence Easement. Declarant hereby reserves an easement to itself, any Builder, the Townhome Association, and the Association across any Unit Pad or Lot which borders the perimeter of the Development Property and any Unit Pad or Lot that borders or contains a portion of any water facility, detention pond, or retention pond for the purpose of erecting a fence. The Owner of a Unit or Lot on which any portion of a fence is located shall be responsible for the maintenance and repair of the fence as part of the Owner's maintenance obligation; provided however, the Declarant, Townhome Associaiton or the Association may, but are not obligated to, repair and maintain any fence installed by or on behalf of Declarant or any Builder, and any expenses or costs associated therewith, including reasonable attorney's fees, may be assessed against such Unit or Lot, regardless of whether or not litigation is filed.

Section 6. Encroachment – Common Elements. If any portion 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 the 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.

Article XVIII
General Provisions

Section 1. Term. The covenants and restrictions of this Declaration shall run with and bind the Development Property, and shall inure to the benefit of and shall be enforceable by the Association, Townhome Association or the Owner of any Development Property subject to this declaration, their respective legal representatives, heirs, successors, and assigns, for a term of thirty (30) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years, unless an instrument in writing, signed by a majority of the then Owners, has been recorded within the year preceding the beginning of each successive period of ten (10) years, agreeing to change said covenants and restrictions, in whole or in part, or to terminate the same, in which case this Declaration shall be modified or terminated as specified therein.

Section 2. Amendment.

(a) Prior to the conveyance of the first Lot or Unit, Declarant may unilaterally amend this Declaration. After such conveyance and except as otherwise provided under Article XIII, Section 4 herein, the Declarant may unilaterally amend this Declaration so long as it has the unilateral right to annex Additional Property pursuant to Article VIII, Section 1 of this Declaration and so long as the amendment has no material adverse effect upon any right of any Owner. Thereafter and otherwise, this Declaration may be amended only by the affirmative vote (in person or by proxy) or written consent, or any combination thereof, of Members representing three-fourths (3/4) of the total votes of the Association, and the written approval of the Class "B" Members so long as the Class "B" membership exists. However, the percentage of votes necessary to amend a specific clause shall not be less than the prescribed percentage of affirmative votes required for action to be taken under that clause.

(b) If an Owner consents to any amendment to this Declaration or the Bylaws, it will be conclusively presumed that such Owner has the authority so to consent and no contrary provision in any Mortgage or contract between the Owner and a third party will affect the validity of such amendment.

(c) No amendment may remove, revoke, or modify any right or privilege of Declarant without the written consent of Declarant or the assignee of such right or privilege.

(d) Notwithstanding any provision to the contrary in this Section 2, amendments of a material nature must be approved by Owners who represent at least sixty-seven (67%) percent of the total allocated votes in the Association, by fifty-one (51%) percent of Mortgagees, and the written approval of the Class "B" Members so long as the Class "B" membership exists. A change to any of the provisions governing the following will be considered an amendment of a material nature:

(1) Voting rights;
(2) Increases in Assessments that raise the previously assessed amount by more than 25%, Assessment liens, or the priority of Assessment liens;
(3) Reductions in reserves for maintenance, repair, and replacement of Common Areas;
(4) Responsibility for maintenance and repairs of the Common Areas;
(5) Convertibility of Units or Lots into Common Areas or vice versa;
(6) Hazard, liability or fidelity insurance requirements;
(7) Restrictions on the leasing of residences located on the Lots or Units;
(8) A decision by the Association to establish self-management if professional management had been required previously by the Declaration, Bylaws, or by a holder of a Mortgage with respect to a Lot or Unit;
(9) Restoration or repair of the project (after damage or partial condemnation) in a manner other than that specified in the Documents;
(10) Any provisions that expressly benefit holders, insurers, or guarantors of a Mortgage with respect to a Lot or Unit.

The failure of a Mortgagee to respond within sixty (60) days after notice of any written request of the Association for approval of an addition or amendment to the Declaration or Bylaws has been provided shall constitute an implied approval of the addition or amendment.

(e) A copy of each amendment shall be certified by the Association as having been duly adopted and shall be effective when recorded in the Register's Office of Davidson County, Tennessee.

Section 3. Indemnification. The Association and Townhome Association shall indemnify every officer, director, and committee member against any and all expenses, including counsel fees, reasonably incurred by or imposed upon such officer, director, or committee member in connection with any action, suit, or other proceeding (including settlement of any suit or proceeding, if approved by the then Board of Directors or Townhome Board, as applicable) to which he or she may be a party by reason of being or having been an officer, director, or committee member of the Association or Townhome Association, as applicable. The officers, directors, and committee members shall not be liable for any mistake of judgment, negligent or otherwise, except for their own individual willful misfeasance, malfeasance, misconduct, or bad faith. The officers and directors shall have no personal liability with respect to any contract or other commitment made by them, in good faith, on behalf of the Association or Townhome Association (except to the extent that such officers or directors may also be Members of the Association), and the Association or Townhome Association, as applicable, shall indemnify and forever hold each such officer and director free and harmless against any and all liability to others on account of any such contract or commitment. Any right to indemnification provided for herein shall not be exclusive of any other rights to which any officer, director, or committee member, or former officer, director, or committee member may be entitled. The Association and Townhome Association shall, as a common expense, maintain adequate general liability and officers' and directors' liability insurance to fund this obligation, if such insurance is reasonably available.

Section 4. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions, which shall remain in full force and effect.

Section 5. Right of Entry. The Association and Townhome Association shall have the right, but not the obligation, to enter in or onto any Unit, Private Elements, or Lot, as well as Improvements located thereon, for emergency, security, and safety, which right may be exercised by the Association's Board of Directors and Townhome Board, officers, agents, employees, managers, and all policemen, firemen, ambulance personnel, and similar emergency personnel in the performance of their respective duties. Except in an emergency situation, entry shall only be during reasonable hours and after reasonable notice to the Owner. This right of entry shall include the right of the Association or Townhome Association to enter in or onto any Unit, Private Elements, or Lot, as well as Improvements located thereon, to cure any condition which may increase the possibility of a fire or other hazard in the event an Owner fails or refuses to cure the condition upon request by the Board or Townhome Board, as applicable.

Section 6. Perpetuities. If any of the covenants, conditions, restrictions, or other provisions of this Declaration shall be unlawful, void, or voidable for violation of the rule against perpetuities, then such provisions shall continue only until twenty-one (21) years after the death of the last survivor of the now living descendants of Elizabeth II, Queen of England.

Section 7. Litigation. No judicial or administrative proceeding shall be commenced or prosecuted by the Association or Townhome Association unless approved by a vote of seventy-five (75%) percent of the Members of the respective association. This Section shall not apply, however, to (a) actions brought by the Association or Townhome Association to enforce the provisions of this Declaration (including, without limitation, the foreclosure of liens), (b) the imposition and collection of Assessments as provided in Article X hereof, (c) proceedings involving challenges to *ad valorem* taxation, or (d) counterclaims brought by the Association or Townhome Association in proceedings instituted against it. This Section shall not be amended unless such amendment is made by the Declarant or is approved by the percentage votes, and

pursuant to the same procedures, necessary to institute proceedings as provided above.

Section 8. Use of the Words "Belle Arbor". No Person, other than Builder, shall use the words "Belle Arbor", "Belle Arbor Townhomes" or any derivative thereof in any printed or promotional material without the prior written consent of the Declarant. However, Owners may use the term, "Belle Arbor" or "Belle Arbor Townhomes" in printed or promotional matter where such term is used solely to specify that particular property is located within the Development Property.

Section 9. Disclosures. Each Owner acknowledges the following:

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

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

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

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

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

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

[SIGNATURE PAGES TO FOLLOW]

IN WITNESS WHEREOF, the undersigned Declarant, has executed this Declaration as of the day and year first above written.

Eatherly/Ring Joint Venture, a Tennessee Joint Venture

By: _____ Co-MANAGER
Name: _____
Its: _____

STATE OF TENNESSEE)
)
COUNTY OF Williamson)

Before me, the undersigned, a Notary Public in and for State and County aforesaid, personally appeared Tyler Ring, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself to be Co-Manager of Eatherly/Ring Joint Venture, a Tennessee Joint Venture, the within named bargainor, and that he, as Co-Manager of the limited liability company, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the Company by himself as Co-Manager

WITNESS my hand and official seal at Franklin, Tennessee, this 21 day of September 2017.

Marcy L Eibel
NOTARY PUBLIC

My commission expires: 9/3/18

MARCY L. EIBEL
STATE OF TENNESSEE NOTARY PUBLIC
WILLIAMSON COUNTY

INDEX OF EXHIBITS

Exhibit "A"	Legal Description for Development Property
Exhibit "B-1"	Legal Description for Townhome Property
Exhibit "B-2"	Site Plan for Townhome Property
Exhibit "C-1"	Charter of Belle Arbor Homeowners Association, Inc.
Exhibit "C-2"	Charter of Belle Arbor Townhome Owners Association, Inc.
Exhibit "D-1"	Bylaws of Belle Arbor Homeowners Association, Inc.
Exhibit "D-2"	Bylaws of Belle Arbor Townhome Owners Association, Inc.
Exhibit "E"	Attorney's Legal Opinion Letter

EXHIBIT "A"

LEGAL DESCRIPTION FOR DEVELOPMENT PROPERTY

TRACT 1
Land in Davidson County, Tennessee, being all that real property shown as Final Plat for Belle Arbor PUD, Phase 1, on the plan of record as Instrument Number 20091221-0115842, Register's Office for Davidson County, Tennessee, to which reference is hereby made for a more complete and accurate description.

TRACT 2
Land in Davidson County, Tennessee, being all that real property shown as Final Plat Belle Arbor PUD, Phase 2, on the plan of record as Instrument Number 20161222-0134965, Register's Office for Davidson County, Tennessee, to which reference is hereby made for a more complete and accurate description.

TRACT 3
Land in Davidson County, Tennessee, being all that real property shown as Final Plat Belle Arbor PUD, Phase 3, on the plan of record as Instrument Number 20171031-0111612, Register's Office for Davidson County, Tennessee, to which reference is hereby made for a more complete and accurate description.

Being part of the same property conveyed to EATHERLY/RING JOINT VENTURE, a Tennessee joint venture comprised of J.D. Eatherly and John D. Ring, by deed from J. D. EATHERLY and JUSTIN CUTLER, dated June 30, 2010, of record in Instrument No. 20100709-0053862 and Instrument No. 20161011-0107687, Register's Office for Davidson County, Tennessee.

EXHIBIT "B-1"

LEGAL DESCRIPTION FOR TOWNHOME PROPERTY

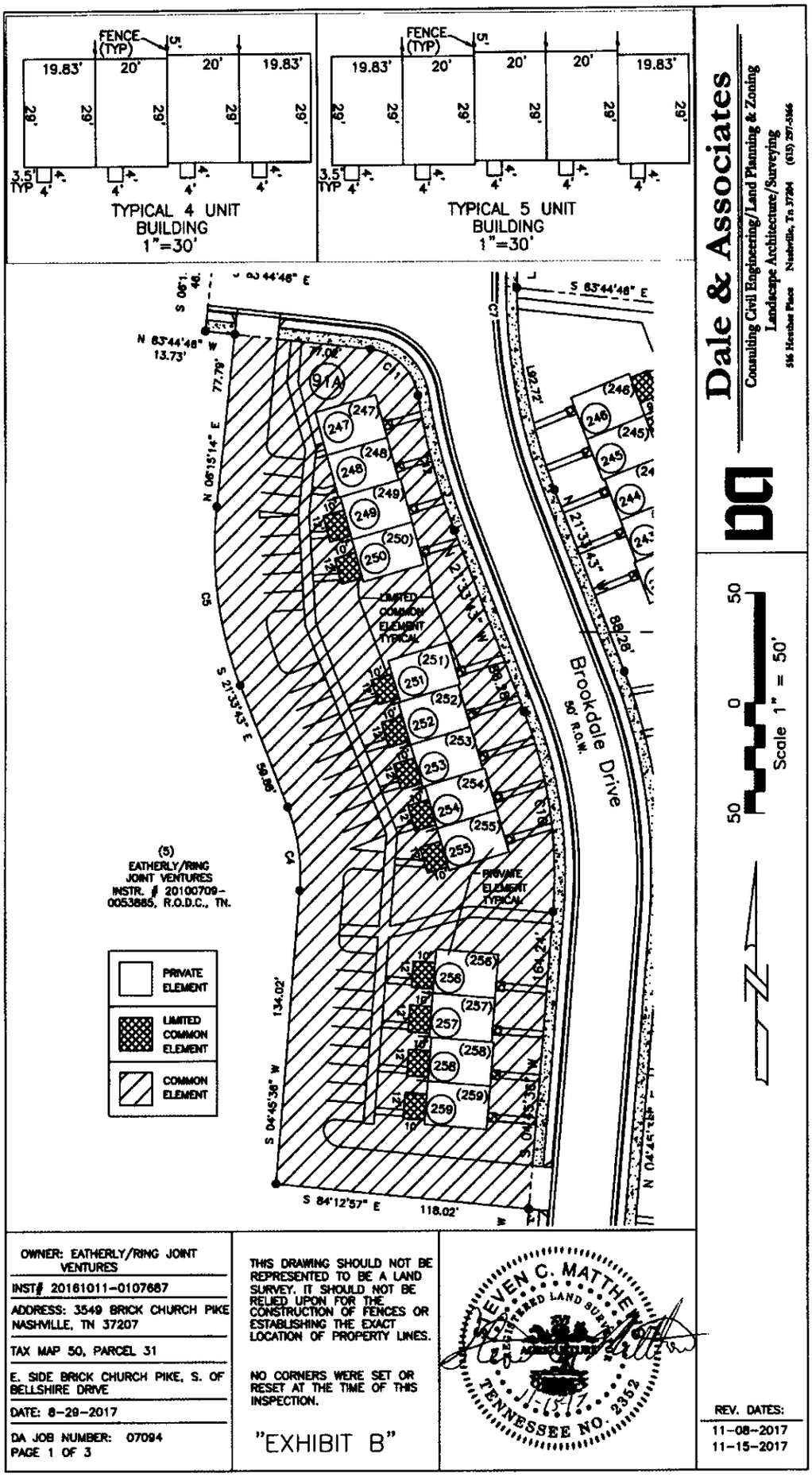
Land in Davidson County, Tennessee, being Lot 94 and Lot 95 shown on the Final Plat Belle Arbor PUD, Phase 3, on the plan of record as Instrument Number 20171031-0111612, Register's Office for Davidson County, Tennessee, to which reference is hereby made for a more complete and accurate description.

Being part of the same property conveyed to EATHERLY/RING JOINT VENTURE, a Tennessee joint venture comprised of J.D. Eatherly and John D. Ring, by deed from J. D. EATHERLY and JUSTIN CUTLER, dated June 30, 2010, of record in Instrument No. 20100709-0053862 and Instrument No. 20161011-0107687, Register's Office for Davidson County, Tennessee.

EXHIBIT "B-2"

SITE PLAN FOR TOWNHOME PROPERTY

[SEE ATTACHED]



Dale & Associates

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

OWNER: EATHERLY/RING JOINT VENTURES

INST# 20161011-0107687

ADDRESS: 3549 BRICK CHURCH PIKE NASHVILLE, TN 37207

TAX MAP 50, PARCEL 31

E. SIDE BRICK CHURCH PIKE, S. OF BELLSHIRE DRIVE

DATE: 8-29-2017

DA JOB NUMBER: 07094
PAGE 1 OF 3

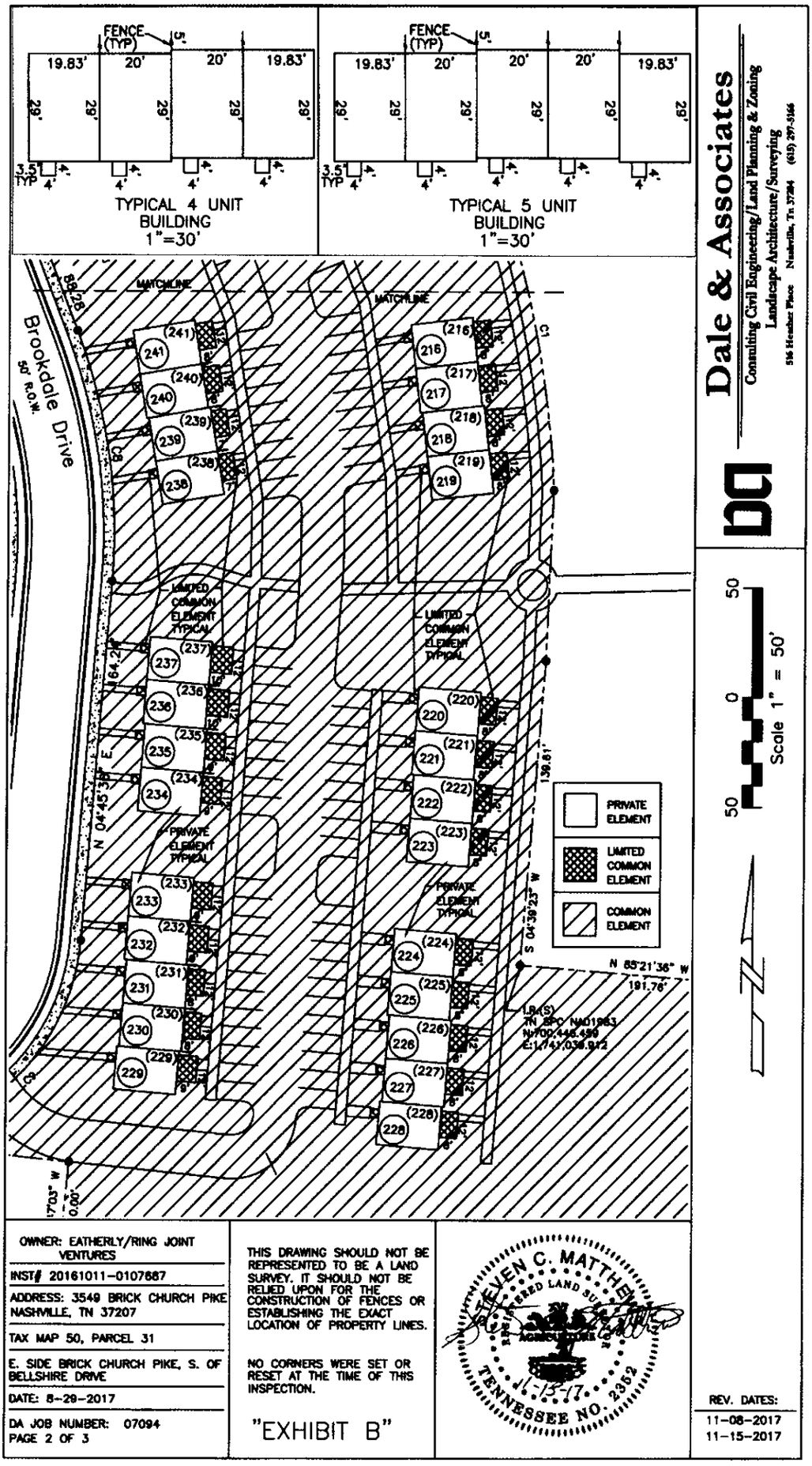
THIS DRAWING SHOULD NOT BE REPRESENTED TO BE A LAND SURVEY. IT SHOULD NOT BE RELIED UPON FOR THE CONSTRUCTION OF FENCES OR ESTABLISHING THE EXACT LOCATION OF PROPERTY LINES.

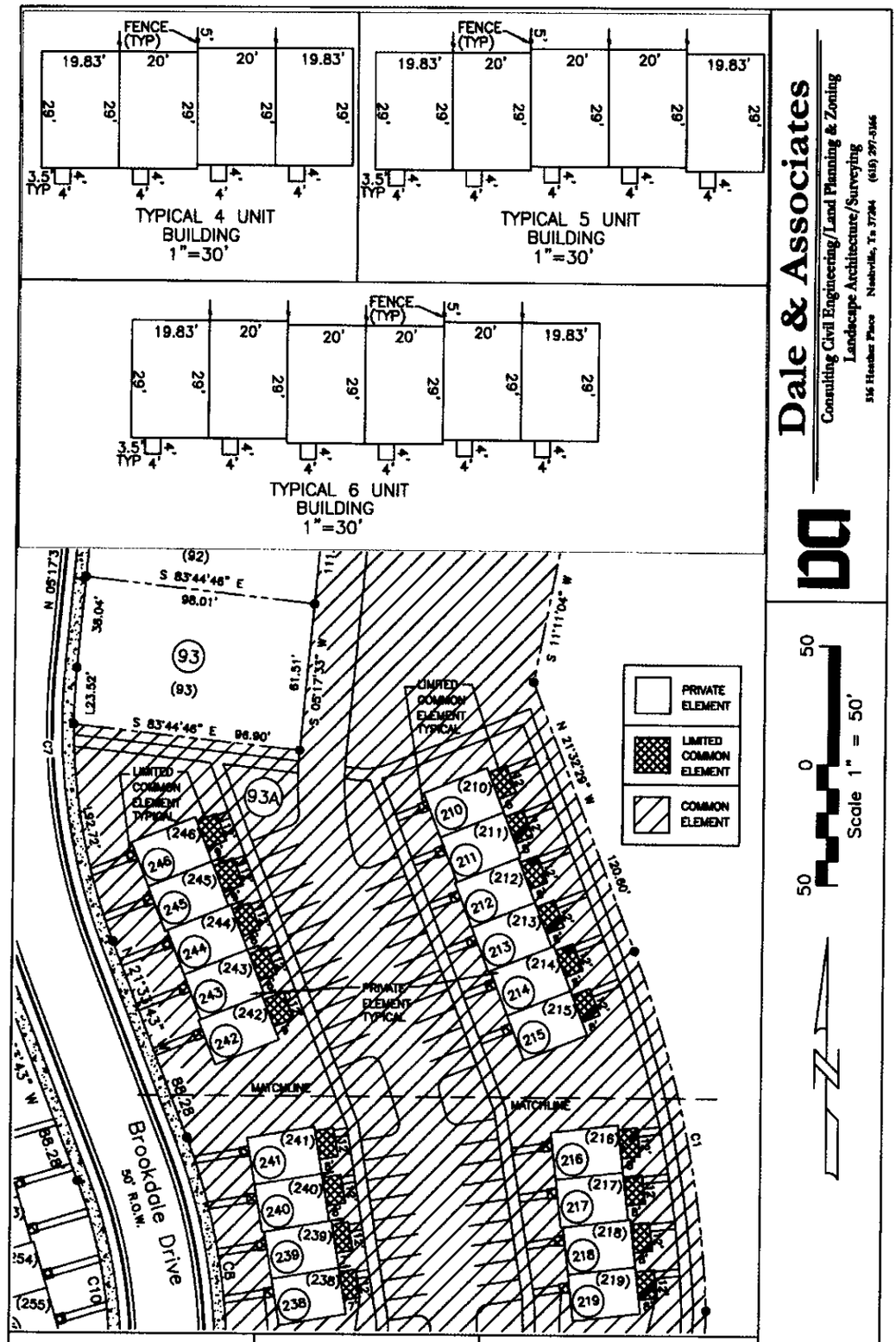
NO CORNERS WERE SET OR RESET AT THE TIME OF THIS INSPECTION.

"EXHIBIT B"

STEVEN C. MATTHEWS
REGISTERED LAND SURVEYOR
TENNESSEE NO. 2352
11-15-17

REV. DATES:
11-08-2017
11-15-2017


FENCE (TYP)
5'
19.83'
20'
20'
19.83'
28'
26'
26'
29'
28'
3.5' TYP
4'
TYPICAL 4 UNIT BUILDING 1"=30'
TYPICAL 5 UNIT BUILDING 1"=30'
Dale & Associates
Consulting Civil Engineering/Land Planning & Zoning
Landscape Architecture/Surveying
516 Heather Place Nashville, Tn. 37204 (615) 297-5166
MATCHLINE
Brookdale Drive
50' R.O.W.
LIMITED COMMON ELEMENT TYPICAL
PRIVATE ELEMENT TYPICAL
PRIVATE ELEMENT
LIMITED COMMON ELEMENT
COMMON ELEMENT
N 04°45'33" E
164.26'
S 04°39'23" W
138.61'
N 85°21'36" W
191.76'
S 17°03' W
0.00'
L.B.(S)
TN SPC NAD1983
N:700,446.490
E:1,741,038.912
Scale 1" = 50'
50
0
50
OWNER: EATHERLY/RING JOINT VENTURES
INST# 20161011-0107687
ADDRESS: 3549 BRICK CHURCH PIKE NASHVILLE, TN 37207
TAX MAP 50, PARCEL 31
E. SIDE BRICK CHURCH PIKE, S. OF BELLSHIRE DRIVE
DATE: 8-29-2017
DA JOB NUMBER: 07094
PAGE 2 OF 3
THIS DRAWING SHOULD NOT BE REPRESENTED TO BE A LAND SURVEY. IT SHOULD NOT BE RELIED UPON FOR THE CONSTRUCTION OF FENCES OR ESTABLISHING THE EXACT LOCATION OF PROPERTY LINES.
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"EXHIBIT B"
STEVEN C. MATTHEWS
REGISTERED LAND SURVEYOR
TENNESSEE NO. 2352
11-15-17
REV. DATES:
11-08-2017
11-15-2017



OWNER: EATHERLY/RING JOINT VENTURES

INST# 20161011-0107687

ADDRESS: 3549 BRICK CHURCH PIKE NASHVILLE, TN 37207

TAX MAP 50, PARCEL 31

E. SIDE BRICK CHURCH PIKE, S. OF BELLSHIRE DRIVE

DATE: 8-29-2017

DA JOB NUMBER: 07094
PAGE 3 OF 3

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

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

"EXHIBIT B"

STEVEN C. MATTHEWS
REGISTERED LAND SURVEYOR
TENNESSEE NO. 2352
11-15-17

REV. DATES:
11-08-2017
11-15-2017

EXHIBIT C-1

CHARTER OF THE ASSOCIATION

[SEE ATTACHED]

CHARTER
NONPROFIT CORPORATION (ss-4418)

Division of Business Services
Tre Hargett, Secretary of State
State of Tennessee
312 Rosa L. Parks AVE, 6th FL
Nashville, TN 37243-1102
(615) 741-2286

Filing Fee: $100

For Office Use Only

Control # 000770391
FILED: Sep 3, 2014 11:18PM
DLN # A0263-2524.001
Tre Hargett,
Secretary of State

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: Belle Arbor Home Owners Assn

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:
J D EATHERLY
STE 600
1720 WEST END AVE
NASHVILLE, TN 37203-2613
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:
Sep 8, 2014 12:00AM **(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 executive office is:
STE 600
1720 WEST END AVE
NASHVILLE, TN 37203-2613
DAVIDSON COUNTY

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

CHARTER
NONPROFIT CORPORATION (ss-4418)

Division of Business Services
Tre Hargett, Secretary of State
State of Tennessee
312 Rosa L. Parks AVE, 6th FL
Nashville, TN 37243-1102
(615) 741-2286

Filing Fee: $100

For Office Use Only

Control # 000770391
FILED: Sep 3, 2014 11:18PM
DLN # A0263-2524.002
Tre Hargett,
Secretary of State

The name of the corporation is: Belle Arbor Home Owners Assn

10. The complete mailing address of the entity (if different from the principal office) is:

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

Title	Name	Business Address	City, State, Zip
	J D Eatherly	1720 WEST END AVE SUITE 600	NASHVILLE, TN 37203

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.)

Sep 3, 2014 11:18PM
Signature Date

Electronic
Incorporator's Signature

J D Eatherly
Incorporator's Name (printed or typed)

EXHIBIT C-2

CHARTER OF THE TOWNHOME ASSOCIATION

[SEE ATTACHED]

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

BELLE ARBOR TOWNHOMES OWNER ASSOCIATION, INC.
390 MALLORY STATION RD
FRANKLIN, TN 37067-8279

October 9, 2017

Filing Acknowledgment

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

SOS Control # :	**000926730**	Formation Locale:	TENNESSEE
Filing Type:	Nonprofit Corporation - Domestic	Date Formed:	10/09/2017
Filing Date:	10/09/2017 1:31 PM	Fiscal Year Close:	12
Status:	Active	Annual Report Due:	04/01/2018
Duration Term:	Perpetual	Image # :	B0448-0601
Public/Mutual Benefit:	Mutual		
Business County:	WILLIAMSON COUNTY		

Document Receipt

Receipt # : 003609722	Filing Fee:	$100.00
Payment-Check/MO - ORTALE, KELLEY, HERBERT & CRAWFORD, NASHVILLE, TN		$100.00

Registered Agent Address:
BELLE ARBOR TOWNHOMES OWNER ASSOCIATION, INC.
390 MALLORY STATION RD
FRANKLIN, TN 37067-8279

Principal Address:
390 MALLORY STATION RD
FRANKLIN, TN 37067-8279

Congratulations on the successful filing of your **Charter** for **BELLE ARBOR TOWNHOMES OWNER 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

Processed By: Alex Maxfield

E9A49-5531 10/30/2017 1:31 PM Received by Tennessee Secretary of State Tre Hargett

CHARTER

OF

FILED

BELLE ARBOR TOWNHOMES OWNERS ASSOCIATION, INC.

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

1. The name of the corporation is BELLE ARBOR TOWNHOMES OWNER ASSOCIATION, INC., a Tennessee nonprofit corporation.
2. The name of the initial registered agent of the corporation is BELLE ARBOR TOWNHOMES OWNERS ASSOCIATION, INC, a Tennessee nonprofit corporation.
3. The address of the initial registered office of the corporation shall be 390 Mallory Station Road, Franklin, TN 37067.
4. The address of the principal office of the corporation in the State of Tennessee shall be 390 Mallory Station Road, Franklin, TN 37067
5. The name and address of the incorporator is Patrick H. Poole, Esq., Ortale Kelley, P.O. Box 198985, 330 Commerce Street, Suite 110, Nashville, Tennessee 37201.
6. The corporation is a mutual benefit corporation.
7. The corporation is not for profit.
8. This corporation is organized for the purpose of providing for the ownership, operation, maintenance, preservation, development, and control of all property known as BELLE ARBOR TOWNHOMES as established by a Declaration of Covenants, Conditions and Restrictions and Bylaws for the benefit and use of the owners and residents of the Units indicated thereon and in pursuit thereof to:

a. Acquire, by gift, purchase or otherwise, own, hold, improve, build upon, operate, maintain, convey, sell, lease, transfer, dedicate for public use, or otherwise dispose of real or personal property in accordance with the law and in connection with the purposes of this corporation;

b. Fix, levy, collect and enforce payment by any lawful means of all charges and assessments levied or assessed against members of the corporation and to pay all expenses incident to the conduct of the business of the corporation including all licenses, taxes, or other charges levied against the property of the corporation;

c. Borrow money and mortgage, pledge, or deed in trust any or all of its real or personal property as security for money borrowed for debts incurred;

d. Contract or otherwise provide for necessary or desired maintenance, or improvement, repair, restoration or alteration of its real and personal property, and to purchase, if necessary, equipment, and employ personnel to achieve these purposes;

e. Represent and promote the welfare of the owners and residents of the Units located within BELLE ARBOR TOWNHOMES and to have and exercise any and all rights, powers, and privileges which a corporation not for profit organized under the Tennessee General Corporation Act may now or hereafter have or exercise; and

f. Generally engage in any other lawful endeavor or activity in furtherance of the foregoing, so long as such endeavor or activity does not prevent the corporation from being, or maintaining its status as, a homeowners association as defined by Section 528(c)(1) of the Internal Revenue Code of 1986 or corresponding section of any future income tax code.

20170523-0059322 Fee: 25.00 Misc Fee: 2.00
05/23/2017 11:31 AM Pages: 58
Received from Tennessee Secretary of State

BK/WP 1553 PG 0447-0453 Instrument: 2007052500147 05/25/2007 11:31 AM Received by: Tennessee Secretary of State Division of Business Services

9. This corporation is to have members. Every person or entity who is a record owner of a fee interest in any Unit located within BELLE ARBOR TOWNHOMES shall be a member of the corporation. Nothing herein is intended to include persons or entities holding any interest intended merely as security for the performance of an obligation. Ownership of a Unit shall be the sole qualification for members, and a membership shall not be transferable other than as it is appurtenant to ownership of a Unit. When more than one (1) person holds an interest in a Unit, only one (1) certificate of membership shall issue and the rights and privileges accruing to such membership shall be assigned among the owners as they may agree.

10. To the extent allowed by the laws of the State of Tennessee, no present or future directors of the corporation (or his or her estate, heirs and personal representatives) shall be liable to the corporation or its members for monetary damages for breach of fiduciary duty as a director of the corporation. Any liability of a director shall be further eliminated to the fullest extent allowed by the laws of the State of Tennessee, as may hereafter be adopted or amended.

11. With respect to claims or liabilities arising out of service as a director or officer of the corporation, the corporation shall indemnify and advance expenses to each present and future director and officer to the fullest extent allowed by the laws of the State of Tennessee, both as now in effect and as hereafter adopted or amended.

12. No part of the net earnings of the corporation shall inure to the benefit of, or be distributable to, its directors, officers, members or other private individuals or persons, except that the corporation shall be authorized and empowered to (a) pay reasonable compensation for goods and services rendered, (b) rebate excess membership dues, fees or assessments, and (c) make payments in furtherance of the purposes set forth herein.

13. Upon dissolution, after all creditors of the corporation have been paid any excess membership dues, fees or assessments have been rebated, its assets shall be distributed to the then current Unit Owners.

14. This Charter may be amended upon the approval of at least three-fourths (3/4) vote of eligible Unit Owners, however, this Charter may be amended unilaterally: (1) by the incorporator up to the date the last Unit is conveyed to an owner other than Declarant or builders holding title solely for purposes of development and sale; or (2) by the Board of Directors at any time as permitted under Tenn. Code Ann. §§ 48-51-101 *et seq.*

DATED this 9 day of October, 2017.

Patrick H. Poole, Incorporator
The Ortale Kelley Law Firm
330 Commerce St. Suite 110
Nashville, Tennessee 37201
Phone: (615) 256-9999
Fax: (615) 726-1494

B2440-3594 10/30/2017 11:34 PM Received by Tennessee Secretary of State for Record

EXHIBIT "D-1"

BYLAWS OF THE ASSOCIATION

[SEE ATTACHED]

BY-LAWS OF

BELLE ARBOR HOMEOWNER'S ASSOCIATION, INC.

ARTICLE 1
DEFINITIONS

The following words, when used here, shall have the following meanings:

Section 1. **"Association"** shall mean Belle Arbor Homeowner's Association, Inc., a Tennessee not-for-profit corporation, its successors and assigns, which has as its members all owners of Lots in the Property. "Charter" shall mean the Articles of Incorporation of the Association as filed with the Office of the Secretary of State for Tennessee.

Section 2. **"Board of Directors"** shall mean the Board Directors of the Association as described in Article IV hereof.

Section 3. **"Declaration"** shall mean the instrument headed "Declaration of Restrictive Covenants for Belle Arbor Subdivision of record as Instrument No. 20100203-0008782 in the Register's Office for Davidson County, Tennessee, as hereafter amended.

Section 4. **"Developer"** shall have the meaning given in Article 1, Section 1.7 of the Declaration.

Section 5. **"Member"** shall mean and refer to those persons entitled to membership in the Association as provided in Article 4 of the Declaration.

Section 6. **"Lot Owner"** shall have the meaning given in paragraph 1.10 of the Declaration.

Section 7. **"Plat"** shall have the meaning given in paragraph 1.14 of the Declaration.

Section 8. **"Properties"** shall have the meaning given in paragraph 1.15 of the Declaration.

ARTICLE II
NAME AND LOCATION

The name of the Association is Belle Arbor Homeowner's Association, Inc. Until the Board of Directors shall otherwise determine, the principal office of the Association shall be located at the address of the Developer. Meetings of members and directors may be held at such places within the State of Tennessee, as may be designated by the Board of Directors.

ARTICLE III
MEETING OF MEMBERS

Section 1. **Annual Meetings.** The first annual meeting of the Members shall be held within one year from the date of incorporation of the Association, and each subsequent regular annual meeting of the Members shall be held within fifteen days of the anniversary of the first regular annual meeting each year thereafter, at a time as determined by the Board of Directors. If the day for the annual meeting of the members is a legal holiday, the meeting will be held at the same hour on the first day following which is not a legal holiday.

Section 2. **Special Meetings.** Special meetings of the Members may be called at any time by the president or by the Board of Directors, or upon written request of the Members who are entitled to vote one-fourth (1/4) of all of the votes of the Class A membership.

Section 3. **Notice of Meetings.** Written notice of each meeting of the Members shall be given by, or at the direction of, the secretary or person authorized to call the meeting, by mailing a copy of such notice, postage prepaid, at least fifteen (15) days before such meeting to each Member entitled to vote at the meeting, addressed to the Member's address last appearing on the books of the Association, or supplied by such Member to the Association for the purpose of notice. Such notice shall specify the place, day and hour of the meeting, and, in the case of a special meeting, the purpose of the meeting.

Section 4. **Quorum.** The presence at the meeting of Members entitled to cast, or of proxies entitled to cast, thirty percent (30%) of the votes of each class of membership shall constitute a quorum for any action except as otherwise provided in the Charter, the Declaration, or these Bylaws. If, however, such quorum shall not be present or represented at any meeting, the Members entitled to vote at the meeting shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum as aforesaid shall be present or be represented.

Section 5. **Proxies.** At all meetings of Members, each Member may vote in person or by proxy. All proxies shall be in writing and filed with the secretary. Every proxy shall be revocable and shall automatically cease upon conveyance by the Member of his Lot.

ARTICLE IV
BOARD OF DIRECTORS

Section 1. **Number.** The affairs of the Association shall be managed by a Board of Directors. The initial Board of Directors of the Association shall consist of three (3) persons, who need not be Members of the Association, who shall be appointed by the Developer and who shall serve until the first annual meeting of the Members. From the first annual meeting of the Members and thereafter, the Board of Directors shall consist of at least three (3) directors who shall be Members of the Association.

Section 2. **Term of Office.** At the first annual meeting, the Members shall elect one (1) director for a term of one (1) year, one (1) director for a term of two (2) years and one (1) director for a term of three (3) years. Thereafter, at each annual meeting the Members shall elect directors for a term of three (3) years for the vacancies that are to be filled.

Section 3. **Removal.** Any director may be removed from the Board, with or without cause, by a majority vote of the Members of the Association, or in the case of the initial Board, by the Developer. In the event of death, resignation or removal of a director, his successor shall be selected by the remaining Members of the Board, or in the case of the initial Board, by the Developer, and shall serve for the unexpired term of his predecessor.

Section 4. **Compensation.** No director shall receive compensation from any service he may render to the Association. However, any director may be reimbursed for his actual expenses incurred in the performance of his duties.

Section 5. **Action Taken Without a Meeting.** The directors shall have the right to take any action in the absence of a meeting, which they could take at a meeting by obtaining the written approval of all the directors. Any action so approved shall have the same effect as though taken at a meeting of the directors.

ARTICLE V
NOMINATION AND ELECTION OF DIRECTORS

Section 1. **Nomination.** Nomination for election to the Board of Directors shall be made by a Nominating Committee. Nomination may also be made from the floor at the annual meeting. The Nominating Committee shall consist of a Chairman who shall be a member of the Board of Directors and two or more Members of the Association. The Nominating Committee shall be appointed by the Board of Directors prior to each annual meeting of the Members, to serve from the close of such annual meeting until the close of the next annual meeting and such appointment shall be announced at each annual meeting. The Nominating Committee shall make as many nominations for election to the Board of Directors

as it shall in its discretion determine, but not less than the number of vacancies that are to be filled. Such nominations may be made from among Members or non-Members.

Section 2. **Election.** Election to the Board of Directors shall be by secret written ballot. At such election the Members or their proxies may caste in respect to each vacancy, as many votes as they are entitled to exercise under the provisions of the Declaration. The persons receiving the largest number of votes shall be elected. Cumulative voting is not permitted.

ARTICLE VI
MEETING OF DIRECTORS

Section 1. **Regular Meetings.** Regular meetings of the Board of Directors shall be held at intervals established by the Board without notice, at such place and hour as may be fixed from time to time by resolution of the Board. Should said meeting fall upon a legal holiday, then that meeting shall be held at the same time on the next day which is not a legal holiday. The Board shall meet at least quarterly for the first year and thereafter as established by the Board.

Section 2. **Special Meetings.** Special meetings of the Board of Directors shall be held when called by the president of the Association, or by any two directors, after not less than three (3) days' notice to each director.

Section 3. **Quorum.** A majority of the number of directors shall constitute a quorum for the transaction of business. Every act or decision done or made by a majority of the directors present at a duly held meeting at which a quorum is present shall be regarded as the act of the Board.

ARTICLE VII
POWERS AND DUTIES

Section 1. **Powers.** The Board of Directors shall have power to:

(a) Adopt and publish rules and regulations governing the maintenance of the Association Easements, and the personal conduct of the Members and their guests thereon, and to establish penalties for the infraction thereof;

(b) Suspend the voting rights of a Member during any period in which such Member shall be in default in the payment of any assessment levied by the Association. Such rights may also be suspended after notice and hearing, for a period not to exceed sixty (60) days for infraction of published rules and regulations;

(c) Exercise for the Association all powers, duties and authority vested in or delegated to this Association and not reserved to the membership by other provisions of these Bylaws, the Charter or the Declaration;

(d) Declare the office of a member of the Board of Directors to be vacant in the event such member shall be absent from three (3) consecutive regular meetings of the Board of Directors.

(e) Employ a manager, an independent contractor, or such other employees as they deem necessary, and to prescribe their duties.

(f) Enforce the provisions of the Declaration and By-Laws to include assessment of fines which can be enforced in the same manner as assessments and to utilize all remedies available at law and equity, including, but not limited, to collection of reasonable attorney fees and costs incurred by the Association.

Section 2. **Duties.** It shall be the duty of the Board of Directors to:

(a) Cause to be kept a complete record of all its acts and corporate affairs and to present a statement thereof to the Members at the annual meeting of the Members, or at any special meeting when such statement is requested in writing by one-fourth (1/4) of the Class A Members who are entitled to vote.

(b) Supervise all officers, agents and employees of the Association, and to see that their duties are properly performed;

(c) As more fully provided in the Declaration, to:

(i) Fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period; and

(ii) Send written notice of each assessment to every Lot Owner subject thereto at least thirty (30) days in advance of each annual assessment period; and

(iii) Foreclose the lien against any property for which assessments are not paid within thirty (30) days after due date or to bring an action at law against the Lot Owner personally obligated to pay the same.

(d) Issue, or to cause an appropriate officer to issue, upon demand by any person, a certificate setting forth whether any assessment has been paid. A reasonable charge may be made by the Board for the issuance of these certificates. If a certificate states an 'assessment has been paid, such certificate shall be conclusive evidence of such payment;

(e) Procure and maintain such insurance coverage for the Association as deemed necessary by the Board of Directors;

(f) Cause all officers or employees having fiscal responsibilities to be bonded, as required by the Declaration;

(g) Cause the Association Easements to be maintained.

ARTICLE VIII
OFFICERS AND THEIR DUTIES

Section 1. **Enumeration of Officers.** The officers of this Association shall be a president and vice-president, who shall at all times be members of the Board of Directors, a secretary/treasurer, and such other officers as the Board may from time to time by resolution create.

Section 2. **Election of Officers.** The election of officers shall take place at the first meeting of the Board of Directors following each annual meeting of the Members.

Section 3. **Term.** The officers of the Association shall be elected annually by the Board and each shall hold office for one (I) year unless he shall sooner resign, or shall be removed, or otherwise disqualified to serve.

Section 4. **Special Appointments.** The Board may elect such other officers as the affairs of the Association may require each of whom shall hold office for such period, have such authority, and perform such duties as the Board may, from time to time, determine.

Section 5. **Resignation and Removal.** Any officer may be removed from office with or without cause by the Board. Any officer may resign at any time by giving written notice to the Board, the president or the secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 6. **Vacancies.** A vacancy in any office may be filled by appointment by the Board. The officer appointed to such vacancy shall serve for the remainder of the term of the officer he replaces.

Section 7. **Multiple Offices.** The offices of secretary and treasurer may be held by the same person. No person shall be simultaneously hold more than one of any of the other offices except in the case of special offices created pursuant to Section 4 of this Article.

Section 8. **Duties.** The duties of the officers are as follows:

(a) **President.** The president shall preside at all meetings of the Board of Directors; shall see that orders and resolutions of the Board are carried out; shall sign all leases, mortgages, deeds and other written instruments and shall co-sign all checks and promissory notes.

(b) **Vice-President.** The vice-president shall act in the place and stead of the president in the event of his absence, inability or refusal to act, and shall exercise and discharge such other duties as may be required of him by the Board.

(c) **Secretary.** The secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board and the Members; serve notice of meetings of the Board and of the Members; keep appropriate current records showing the Members of the Association together with their addresses, and shall perform such other duties as required by the Board.

(d) **Treasurer.** The treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and shall disburse such funds as directed by resolution of the Board of Directors; shall sign all checks and promissory notes of the Association; keep proper books of account; cause an annual audit of the Association's books to be made by a public accountant at the completion of each fiscal year; and shall prepare an annual budget and a statement of income and expenditures to be presented to the membership at its regular annual meeting, and deliver a copy of each to the Members.

ARTICLE IV
COMMITTEES

The Association shall appoint an Architectural Control Committee, as provided in the Declaration, and a Nominating Committee, as provided in these Bylaws. In addition, the Board of Directors shall appoint other committees as deemed appropriate in carrying out its purpose.

ARTICLE X
BOOKS AND RECORDS

The books, records, papers of the Association and the Declaration, Charter and Bylaws shall be available for inspection by any Member or to the holder, guarantor or insurer of any first mortgage at the principal office of the Association, during normal business hours where copies may be purchased at reasonable cost.

ARTICLE XI
ASSESSMENTS

As more fully provided in the Declaration, each member is obligated to pay to the Association annual assessments which are secured by a continuing lien upon the property against which the assessment is made. Any assessments which are not paid when due shall be delinquent. If the assessment is not paid within thirty (30) days after the due date, the assessment shall be subject to a late charge in an amount established by the Board of Directors and shall bear interest from the date of delinquency at the maximum rate allowed by applicable law. The Association may bring an action at law against the Lot owner personally obligated to pay the same or foreclose the lien against the Lot, and interest, costs, and reasonable attorney's fees of any such action shall be added to the amount of such assessment. No Lot Owner may waive or otherwise escape liability for the assessments provided for herein by abandonment of his Lot.

ARTICLE XII
AMENDMENTS

Section 1. These Bylaws may be amended at a regular or special meeting of the Members, by a vote of a majority of a quorum of Members present in person, or by proxy.

Section 2. In the case of any conflict between the Charter and these By-Laws, the Charter shall control; and in the case of any conflict between the Declaration and these By-Laws, the Declaration shall control.

ARTICLE XIII
MISCELLANEOUS

The fiscal year of the Association shall begin on the first day of January and end on the 31st day of December of every year, except that the first fiscal year shall begin on the date of incorporation.

EXHIBIT "D-2"

BYLAWS OF THE TOWNHOME ASSOCIATION

[SEE ATTACHED]

BYLAWS OF

BELLE ARBOR TOWNHOMES

OWNERS ASSOCIATION, INC.

ARTICLE I

Members (Unit Owners)

Section 1. Eligibility. The members of **BELLE ARBOR TOWNHOMES OWNERS ASSOCIATION, INC.**, a Tennessee not-for-profit corporation, shall consist of the Unit Owners of the property known as **BELLE ARBOR TOWNHOMES** located at Nashville, Davidson County, Tennessee (the "Property"). If a Unit Owner is a trust, then the member shall be a beneficiary of such trust, and if a Unit Owner or such a beneficiary is a corporation or partnership, the member may be an officer, partner or employee of such Unit Owner or beneficiary.

Section 2. Secession. The membership of each Unit Owner shall terminate when he ceases to be a Unit Owner, and upon the sale, transfer, or other disposition of his ownership interest in the property, his membership in the Association shall automatically be transferred to the new Unit Owner succeeding to such ownership interest.

Section 3. Regular Meetings. The first regular meeting of the Unit Owners (the "First Meeting") may be held, subject to the terms hereof on any date, at the option of the Board. All such meetings of Unit Owners shall be held at such place in Davidson County, Tennessee, and at such time as specified in the written notice of such meeting which shall be delivered to all Unit Owners at least ten (10) days prior to the date of such meeting.

Section 4. Special Meetings. Special meeting of Unit Owners may be called by a majority of the Unit Owner. Special meetings shall be called by delivering written notice to all Unit Owners not less than ten (10) days prior to the date of the meeting, stating the date, time and place of the special meeting and the matters to be considered.

Section 5. Delivery of Notice of Meetings. Notices of meetings shall be delivered either personally or by mail to Unit Owners at the addresses given to the Board by Unit Owners for such purpose, or to a Unit Owner's Unit if no separate address for such purpose has been given to the Board.

Section 6. Voting. Other than the Developer, each Unit Owner shall have one (1) vote for each Unit it owns. If any Unit Owner consists of more than one (1) person, the voting rights of such Unit Owner shall not be divided, but shall be exercised as if the Unit Owner consisted of only one (1) person in accordance with the proxy or other designation made by the persons constituting such Unit Owner. Developer shall be permitted to a certain amount of votes pursuant to the Declaration.

No Unit Owner who is in default in the payment of his assessments hereunder shall be entitled to exercise his right to vote until he has cured such default. A Unit Owner shall be deemed to be in default if he has not paid his assessments to the Board, its agent, or a paying Unit Owner within fifteen (15) days after the due date thereof. A Unit Owner may protest the amount of the assessment, but it still must be paid during the pendency of his protest to the Board.

Section 7. Quorum. A quorum of Unit Owners for any meeting shall be constituted by Unit Owners represented in person or by proxy and holding all of the votes entitled to be cast at such meeting, which shall include the Developer's votes.

ARTICLE II

Board of Directors

Section 1. Number, Election and Term of Office. The Board of Directors of the Association (referred to in the Horizontal Property Act of the State of Tennessee as the "board of administrators" and sometimes referred to herein as the "Board") shall consist of two (2) members (hereinafter referred to as "Directors"). Every Director shall hold office for a term of three (3) years and until his successor shall be elected and qualified.

Section 2. Qualification. The Directors shall consist of each Unit Owner or spouse of each Unit Owner. Should any Unit Owner Director transfer title to his or her Unit, the respective successor Unit Owner shall assume the transferor's position as Director. If a Director shall cease to meet such qualifications during his term, he shall thereupon cease to be a Director and his place on the Board shall be deemed vacant.

Section 3. Vacancies. Any vacancy occurring in the board shall be filled by majority vote of the remaining members thereof. Any Director so elected or appointed to fill a vacancy shall hold office for a term equal to the unexpired term of the Director whom he succeeds.

Section 4. Meetings. A regular annual meeting of the Board shall be held following the regular annual meeting of Unit Owners, Special meetings of the Board shall be held upon call by the President or by a majority of the Board on not less than forty-eight (48) hours' notice in writing to each Director, delivered personally or by mail or telegram. Any Director may waive notice of a meeting, or consent to the holding of a meeting without notice, or consent to any action proposed to be taken by the Board without a meeting. A Directors attendance at a meeting shall constitute his waiver of notice of said meeting.

Section 5. Removal. Any non-Unit Owner Director may be removed from office with or without cause by the vote of a majority of the Unit Owners.

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

Section 7. Quorum. All of Directors shall constitute a quorum.

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

a) To elect and remove the officers of the Association;

b) To administer the affairs of the Association and the Property;

c) To engage the services of an agent (hereinafter sometimes called the "Managing Agent") to maintain, repair, replace, administer, and operate the Property or any part thereof for all Unit Owners, upon such terms and for such compensation and with such authority as the Board may approve;

d) To formulate policies for the administration, management and operation of the Property and the Common Elements;

e) To adopt rules and regulations, with written notice thereof 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 and to establish reasonable financial assessments for infractions thereof;

f) To provide for the maintenance, repair and replacement of the Common Elements and payments therefore, and to approve payment vouchers or to delegate such approval to the officers or the manager or Managing Agent;

g) 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 Managing Agent (and any such employees or other personnel who may be the employees of a Managing Agent);

h) To appoint committees of the board and to delegate to such committees the Board's authority to carry out certain duties of the Board;

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

j) To fix the estimated annual budget, and to provide the manner of assessing and collecting from Unit Owners their respective shares of such estimated expenses, as hereinafter provided;

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

l) Unless otherwise provided herein or in the Declaration, to comply with the

instructions of a majority of Unit Owners as expressed in resolutions duly adopted at any annual or special meeting of Unit Owners;

m) To be responsible for and maintain all streets, roads, utilities, and any other services of a public nature that are classified as Common Elements in the Declaration.

n) To exercise all other powers and duties of Unit Owners as a group referred to in the Horizontal Property Act of the State of Tennessee or in the Declaration or these Bylaws.

Section 9. Power to Take Any Action. Whenever in these Bylaws the Association is given the power to take any action, it is the intention of these Bylaws that the Board shall act for the Association in all cases, except and to the extent that it is expressly provided that action be taken upon vote of the Unit Owners.

Section 10. Non-Delegation. Nothing in these Bylaws shall be considered to grant to the Board, the Association, or to the officers of the Association, any powers or duties which, by law, have been delegated to Unit Owners.

ARTICLE III

Officers

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

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

b) A Secretary/Treasurer, who shall keep the minutes of all meetings of the Board and of Unit Owners, financial records, and who shall, in general, perform all the duties incident to the office of Secretary/Treasurer;

c) Such additional officers as the Board shall see fit to elect.

Section 2. Powers. The respective officers shall have the general powers usually vested in such officers; provided that the Board may delegate any specific powers to any other officer or impose such limitations or restrictions upon the powers of any officer as the Board may see fit.

Section 3. Term of Office. Each officer shall hold office for the term of one (1) year and until his successor shall have been appointed or elected and qualified.

Section 4. Vacancies. Vacancies in any office shall be filled by the Board by a majority vote of the remaining members thereof at a special meeting of said Board. Any Director so elected to fill a vacancy shall hold office for a term equal to the unexpired term of the officer

he succeeds. Any officer may be removed for cause at any time by majority of the total membership of the Board at a special meeting thereof.

Section 5. Compensation. The officers shall receive no compensation for their services as officers, unless expressly provided for in a resolution duly adopted by Unit Owners.

ARTICLE IV

Assessments

Section 1. Annual Budget. The Board shall establish an annual budget to provide for the needs of the Units. Such budget shall take into account the estimated common expenses and cash requirements for the year, including, but not limited to, salaries, wages, payroll taxes, legal and accounting fees, working capital fund, supplies, materials, parts, services, maintenance, repairs, replacements, landscaping, insurance, fuel, power, and all other common expenses.

Section 2. Lien. It shall be the duty of every Unit Owner to pay his equal share of the common expenses as provided in the Declaration, and as assessed in the manner provided.

If any Unit Owner shall fail or refuse to make any such payment when due, such delinquent payment shall be subject to a late charge in an amount established by the Board, and such delinquent payment shall also bear interest at the highest permissible rate of interest allowed in the State of Tennessee. Such delinquent payment, together with penalty and interest, shall constitute a lien, as provided in the Act and Declaration, enforceable by the Board and/or Paying Unit Owner, on the interest of such Unit Owner in the property.

The Association, acting through the Board or its agents, shall have the right to maintain a suit to foreclose any such lien, and there shall be added to the amount due the costs of said suit and other fees and expenses, together with legal interest and reasonable attorney's fees to be fixed by the court. Furthermore, if any Unit Owner shall fail or refuse to pay when due his proportionate share of the expenses, the Association, acting through its Board, shall have the authority to exercise and enforce any and all rights and remedies as provided for in the Horizontal Property Act, the Declaration, or these Bylaws, or as are otherwise available at law or in equity, for the collection of all unpaid assessments.

Section 3. Records and Statement of Account. The Board shall cause to be kept detailed and accurate records in chronological order of expenditures affecting the Common Elements, specifying and itemizing the common expenses incurred.

Section 4. Discharge of Liens. The Board may cause the Association to discharge any mechanic's lien or other encumbrances which in the opinion of the Board may constitute a lien against the Property or the Common Elements, rather than a lien against only a particular Unit. When less than all the Unit Owners are responsible for the existence of any such lien, the Unit Owners responsible shall be jointly and severally liable for the amount necessary to discharge the same and for all costs and expenses, including attorney's fees, incurred by reason of such

lien.

ARTICLE V

Contractual Powers

No contract or other transaction between this Association and one (1) or more of its Directors, or between the Association and any corporation, firm or association in which one (1) or more of the Directors of the Association are Directors, or are financially interested, is void or voidable because such Director or Directors are present at the meeting of the Board or a committee thereof which authorizes or approves the contract or transaction or because his or their votes are counted, if the circumstances specified in either of the following subparagraphs exists:

a) The fact of the common directorship or financial interest is disclosed or known to the Board or committee and noted in the minutes and the Board or committee authorizes, approves or ratifies the contract or transaction in good faith by a vote sufficient for the purpose without counting the vote or votes of such Director or Directors; or

b) The contract or transaction is just and reasonable as to the Association at the time it is authorized or approved.

Common or interested Directors may be counted in determining the presence of a quorum at a meeting of the Board or a committee thereof which authorizes, approves or ratifies a contract or transaction.

ARTICLE VI

Amendments

These Bylaws may be amended or modified from time to time by action or approval of a majority of the total votes of the Association. Such amendments shall not take effect until they are recorded in the Register's Office of Davidson County, Tennessee.

ARTICLE VII

Indemnification

Section 1. General. To the extent permitted by law, the Association shall indemnify and hold harmless each of its Directors and officers, each member of any committee appointed pursuant to these Bylaws, against all contractual and other liabilities to others arising out of contracts made by, or other acts of such Directors, officers, or committee members on behalf of Unit Owners, or arising out of their status as Directors, officers, or committee members, 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 otherwise, in which any such Director, officer or committee member may be involved by virtue of such person's being or having been such Director, officer, or committee member, 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, or committee member, 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 duties as such Director, officer or committee member.

Section 2. Success on Merits. To the extent that a member of the board, or an officer of the Association, or a member of any committee appointed pursuant to these Bylaws has been successful on the merits or otherwise in defense of any action, suit or proceeding referred to in Section 1, or in defense of any claim, issue or matter therein, he shall be indemnified against expenses (including attorney's fees) actually and reasonable incurred by him in connection therewith.

Section 3. 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 in the specific case upon receipt of an undertaking by or on behalf of the persons or entity seeking such indemnification or payment in advance to repay such amount unless it shall ultimately be determined that he is entitled to be indemnified by the Association as authorized in this Article VII.

Section 4. 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 its 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, officers, or members of such committees, or out of the aforesaid indemnity in favor of the Directors, officers, or members of such committees, 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 Unit Owners in the Common Elements. Every agreement made by the Directors, officers, or members of such committees, or by the Managing Agent on behalf of Unit Owners shall provide that the Directors, officers, members of such committees, or the Managing Agent, as the case may be, are acting only as agents for 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. The indemnification provided by this Article VII shall not be deemed exclusive of any other rights to which those seeking indemnification may be entitled under any statute, agreement, vote of members of the Association, or disinterested members of the Board or

otherwise, both as to action in his official capacity and as to action in another capacity while holding such office. Such right to indemnification shall continue as to a person or entity who has ceased to be a member of the Board, officer of the Association, or a member of such committee, and shall inure to the benefit of their heirs, executors, administrators, successors, and assigns of such person or entity.

ARTICLE VIII

Mortgages

Section 1. Notice to Board. A Unit Owner who mortgages his Unit shall notify the Board of the name and address of his mortgagee and shall file a conformed copy of the note and deed of trust or mortgage with the Board.

Section 2. Notice of Unpaid Charges. The Board, whenever so requested in writing by a mortgagee of a Unit, shall promptly report any then unpaid charges due from, or any other default by, the owner of the mortgaged Unit.

Section 3. Notice of Default. The Board, when giving notice to a Unit Owner of a default in paying charges or other default, shall send a copy of such notice to each holder of a mortgage covering such Unit whose name and address has therefore been furnished to the Board.

Section 4. Examination of Books. Each Unit Owner and each mortgagee of a Unit shall be permitted to examine the books of account of the Association at reasonable times, on business days, but not more often than once a month.

Section 5. Interest of Valid First Mortgagee. The interest of valid first mortgagee shall be superior to the interest of the Board in the event of a default, and nothing in this instrument shall be construed to the contrary. If the first mortgagee has incorporated the terms of these Bylaws, the Declaration and the contract in its deed of trust, then said first mortgagee may at its option declare a default in its deed of trust by reason of any default hereunder, and may proceed to enforce its rights according to the terms of the deed of trust notwithstanding any enforcement instituted by the Board.

ARTICLE IX

Definition of Terms

The terms used in these Bylaws, to the extent they are defined therein, shall have the same meaning as set forth in the Declaration for **BELLE ARBOR TOWNHOMES**, as amended, of record in the Office of the Register of Deeds for Davidson County, Tennessee. The term "member", as used in these Bylaws, means "Unit Owner" as defined in the Declaration.

ARTICLE X

Conflicts

These Bylaws are set forth to comply with the requirements of Tenn. Code Ann. §§66-27-101 *et seq.*, as it may be amended from time to time (the "Act"), and to allow the Bylaws to control in specific situations where such law allows. In the event any of the Bylaws conflict with the provisions of the Act or of the Declaration, the provisions of the Act or of the Declaration, as the case may be, shall control.

[CERTIFICATION PAGE TO FOLLOW]

AMENDED AND RESTATED

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR

BELLE ARBOR

AND

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR

BELLE ARBOR TOWNHOMES

A TOWNHOME PLANNED UNIT DEVELOPMENT

(Horizontal Property Regime with Private Elements)

Prepared by:
THE ORTALE KELLEY LAW FIRM (PHP)
330 COMMERCE STREET, SUITE 110
NASHVILLE, TN 37201

AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR

BELLE ARBOR

AND

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR

BELLE ARBOR TOWNHOMES

A TOWNHOME PLANNED UNIT DEVELOPMENT

(Horizontal Property Regime with Private Elements)

THIS AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR BELLE ARBOR AND BELLE ARBOR TOWNHOMES (the "Declaration") is made effective as of the 9 day of October, 2017, by Eatherly/Ring Joint Venture, a Tennessee joint venture (hereinafter referred to as "Declarant").

Declarant is the owner of the real property located in Nashville, Davidson County, Tennessee ("Development Property"), as more particularly described in Exhibit "A" attached hereto and incorporated herein by reference.

Declarant previously established certain covenants, conditions, and restrictions for property located in Nashville, Davidson County, Tennessee, pursuant to the Declaration of Covenants, Conditions, and Restrictions (the "Original Declaration") for Belle Arbor (the "Subdivision") of record in Instrument Number 20100203-0008782, in the Register's Office for Davidson County, Tennessee (the "Register's Office"); as amended by the Correction and Amendment to the Declaration of Restrictive Covenants for Belle Arbor Subdivision (the "First Amendment"; the Original Declaration, together with the First Amendment and this A&R Declaration, may be collectively referred to herein as the "Declaration"); and

Declarant desires to develop (the "Townhome Property"), as more particularly described on Exhibit "B" attached hereto, as a Townhome Planned Unit Development, a horizontal property regime with Private Elements, pursuant to the Horizontal Property Act of the State of Tennessee, codified at Tenn. Code Ann. § 66-27-101 through 123, establishing and maintaining thereon one or more single-family residential townhomes. The real property described in Exhibit "B", incorporated by reference herein and attached hereto, has been, or by way of this A&R Declaration shall be, annexed and subjected to the Declaration; and

Declarant desires to provide a flexible and reasonable procedure for the overall development of the Development Property, and to establish a method for the administration, maintenance, preservation, use and enjoyment of such Development Property as are now or hereafter subjected to this Declaration.

Declarant has deemed it desirable, for the efficient preservation of the values and amenities in said community, to create an agency to which should be delegated and assigned

the powers of maintaining and administering the community properties and facilities and administering and enforcing the covenants and restrictions and collecting and disbursing the Assessments and charges hereinafter created.

Declarant has caused or will cause to be incorporated under the laws of the State of Tennessee, as a non-profit corporation, Belle Arbor Homeowners Association, Inc. and Belle Arbor Townhomes Owners Association, Inc. for the purpose of exercising the functions aforesaid.

Declarant may annex additional areas from the Development Property and/or purchase additional property adjacent to the Development Property and add same to the Development Property as future phases of the proposed development thereon and subject any such annexed property to this Declaration.

Pursuant to Article 8, Section 8.3 of said Declaration, Declarant now desires to amend and modify the Declaration as set forth herein.

Now, therefore, the Declarant hereby declares that the Development Property is and shall be held, transferred, sold, conveyed and occupied subject to the covenants, conditions, restrictions, easements, charges and liens hereinafter set forth which are for the purpose of protecting the value and desirability of, and which shall run with the real property and be binding upon all parties having any right, title, or interest in the described properties or any part thereof, their heirs, successors or assigns, and shall inure to the benefit of each owner thereof.

Article I
Definitions

Section 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.

Section 2. "Area of Common Responsibility" shall mean and refer to the Common Areas, together with those areas, if any, which by the terms of this Declaration or by contract become the responsibility of the Association. The office of any property manager employed by or contracting with the Association, if located on the Development Property, or any public rights-of-way within or adjacent to the Development Property, may be part of the Area of Common Responsibility.

Section 3. "Assessments" shall mean and refer to any Assessments levied upon the Lots or Units pursuant to the terms and provisions herein, including the Base Assessments, Townhome Assessments and any Special Assessments.

Section 4. "Association" shall mean and refer to Belle Arbor Homeowners Association, Inc., a Tennessee non-profit corporation, and its successors and assigns. Each Owner, including the Owner of a Lot or a Unit, shall be a Member of the Association. See also "Townhome Association" defined below.

Section 5. "Base Assessment" shall mean and refer to Assessments levied against all Lots or Units in the Development Property to fund Common Expenses.

Section 6. "Board" or "Board of Directors" shall be the elected governing body of the Association having its normal meaning under Tennessee corporate law. See also "Townhome Board" defined below.

Section 7. "Builder(s)" shall mean any Person holding fee simple title to a Lot, Building or Unit Pad for purposes of development and construction of a Unit and Improvements thereon to be sold to a third-party purchaser; provided, however, that Declarant shall not be considered a Builder for purposes of the Assessment obligations imposed upon Builders under Article X, Section 10 and the insurance obligations imposed upon Builders under Article V, Section 2 herein.

Section 8. "Bylaws", unless otherwise specified herein, shall mean and refer to the Bylaws of Belle Arbor Homeowners Association, Inc., attached hereto as Exhibit "D-1" and Bylaws of Belle Arbor Townhomes Association, Inc., attached hereto as Exhibit "D-2",and incorporated herein by reference, as they may be amended from time to time.

Section 9. "Charter" shall mean and refer to the Charter of Belle Arbor Homeowners Association, Inc., as filed with the Secretary of State of the State of Tennessee. A copy of the Charter of the Association is attached hereto as Exhibit "C-1".

Section 10. "Charter for Townhome Association" shall mean and refer to the Charter of Belle Arbor Townhomes Owners Association, Inc., as filed with the Secretary of State of the State of Tennessee. A copy of the Charter for Townhome Association is attached hereto as Exhibit "C-2".

Section 11. "Class "B" Control Period" shall mean and refer to the period of time during which the Declarant, as the Class "B" Member, is entitled to appoint at least a majority of the members of the Board of Directors, as provided in Article III, Section 2(b), of the Declaration, and Article III, Section 2 of the Bylaws.

Section 12. "Common Area(s)" shall mean all real and personal property, within the Development Property and components thereof and easements appurtenant thereto, now or hereafter owned by the Association for common use and enjoyment of the Owners, including, but not limited to, all open space, walking trails, entrances, rights-of-way, sign easements, all lawns, any and all private streets, alleys, roads, bridges, parking areas, drainage facilities, open spaces, walking trails, or other common amenities (if any) and all related facilities, ponds, waterways, fences, structures, sidewalks, curbs, signs, lights, common utilities, and other improvements and elements desirable or rationally of common use or necessary to the existence, upkeep and safety, of the Development Property.

Section 13. "Common Element(s)" shall mean and refer to all of the Townhome Property comprising the Townhome Planned Unit Development, except for the Units and the Private Elements appurtenant thereto. All Common Elements shall be exclusively owned by the Townhome Association for the use and benefit of every Owner of a Unit, who shall be a co-owner of the Townhome 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 Townhome Property that are rationally for the common use and benefit of all Owners of Units or necessary to the existence, upkeep and safety of the Townhome Planned Unit 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 Townhome Property that are common to or service two (2) or more Units.

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

Section 14. "Common Expenses" shall mean and include the actual and estimated expenses of operating the Association and maintaining the Common Areas, including any reasonable reserve, all as may be found to be necessary and appropriate by the Board pursuant to this Declaration, the Bylaws, and the Charter of the Association.

Section 15. "Community-Wide Standard" shall mean the standard of conduct, maintenance, or other activity generally prevailing throughout the Development Property. Such standard may be more specifically determined by the Board of Directors and the Architectural Review Committee.

Section 16. "Declarant" shall mean and refer to Eatherly/Ring Joint Venture, or its successors, successors-in-title or assigns who take title to any portion of the property described on Exhibit "A" for the purpose of development and sale and are designated as the Declarant hereunder in a recorded instrument executed by the immediately preceding Declarant.

Section 17. "Declaration" shall mean and refer to this Declaration of Protective Covenants, Conditions and Restrictions for Belle Arbor and Belle Arbor Townhomes applicable to the Development Property and recorded in the Register's Office for Davidson County, Tennessee, as may be amended from time to time.

Section 18. "Documents" shall mean and refer to this Declaration, any exhibits or supplements thereto, including the Bylaws and Charter of the Association and the Townhome Association, the Architectural Guidelines, as well as the rules and regulations adopted by the Association and the Townhome Association, all of which as may be amended and/or supplemented from time to time.

Section 19. "Improvement" shall mean and refer to any infrastructure, building, building addition, outbuilding, garage, barn, running shed, detached structure, landscaping, fence, wall, swimming pool, recreational facility, driveway, parking area, walkway, satellite dish, mailbox, utility service, or such other improvement or structure constructed or located upon all or any portion of the Development Property. It is intended that the definition of "Improvement" be broad in scope and is intended to encompass any man-made alteration of the condition of any portion of the Development Property.

Section 20. "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, any portion thereof serving ay Unit or Units to the exclusion of the other Units, the enjoyment, benefit

and use of which is reserved exclusively to the Owner(s) of such Unit(s) pursuant to this Declaration, any Plat or Site Plan or 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, partitions, columns, utility meter, water heater, condensing units, HVAC equipment, shutters, awnings, 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.

Section 21. "Lot" shall mean a portion of the Development Property, whether developed or undeveloped, intended for the development, use, and occupancy as a detached single family residence. The term shall include all portions of the Lot owned, including any structure thereon. A Lot shall include all easement rights appurtenant to such Lot as set forth herein or as shown on the final subdivision plat for the respective phase or section of Belle Arbor (the "Plat").

Section 22. "Member" shall mean and refer to any Person(s) that shall be an Owner of a Lot or a Unit. An Owner of a Unit shall also be a Member and co-owner of the Townhome Association.

Section 23. "Mortgage" shall mean and refer to a first lien mortgage, a deed of trust, a deed to secure debt, or any other form of security deed encumbering one (1) or more Lots or Units.

Section 24. "Mortgagee" shall mean and refer to any Person that is an institutional lender and that holds a bona fide Mortgage encumbering a Lot or Unit, which has notified the Association or Townhome Association, in writing, of its name and address, and that it holds a Mortgage with respect to a Lot(s) of Unit(s). The term "institutional lender" specifically includes a bank, savings and loan association, a mortgage lending company, an insurance company, and the Federal National Mortgage Association or similar agency.

Section 25. "Mortgagor" shall mean and refer to any Person who gives a Mortgage.

Section 26. "Owner" shall mean and refer to one (1) or more Persons or entities, including Declarant who holds fee simple title to any Lot or Unit, together with the Private Elements and Limited Common Elements appurtenant thereto, which is part of the Development Property, but excluding in all cases any party holding an interest merely as security for the performance of an obligation. If a Lot or Unit is sold under a recorded contract of sale and the contract specifically so provides, then the purchaser (rather than the fee owner) will be considered the Owner.

Section 27. "Person" means a natural person, a corporation, a limited liability company, a partnership, a trustee, a fiduciary, or other legal entity.

Section 28. "Plat" shall mean and refer to the plat(s) to be recorded in the Register's Office for Davidson County, Tennessee subdividing the Property into Lots and reflecting thereon the common areas, utility easements, and other matters normally shown on subdivision plats.

Section 29. "Private Element" shall mean and refer to the lot area upon which a Unit is located and the improvements located thereon as bound by the exterior finished surfaces of each Unit and the center of any foundation, wall or roof that is common to two Units, as further depicted on Exhibit "B" attached hereto and made a part hereof, exclusive of any Common Elements located thereon. 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.

Section 30. "Properties" shall mean and refer to the real property described in Exhibit "A" attached hereto, together with such additional property as is hereafter subjected to this Declaration by Supplemental Declaration.

Section 31. "Site Plan" shall mean and refer to the diagram, plan, survey, or plat of the Townhome Property presently submitted as well as any other diagrams, plans, surveys, or plats as may be submitted to this Declaration and the provisions of the act, which show the number, area and location of each Unit and other data necessary for their identification. The current site Plan for Belle Arbor Townhomes, as may be amended from time to time, is attached hereto as Exhibit "B", and made a part hereof. No dedication to the public is intended by recording any Site Plan with this Declaration, except as otherwise provided by Declarant.

Section 32. "Special Assessments" shall mean and refer to Assessments levied in accordance with Article X, Section 4 of this Declaration.

Section 33. "Supplemental Declaration" shall mean an amendment or supplement to this Declaration which subjects additional property to this Declaration or imposes, expressly or by reference, additional restrictions and obligations on the land described therein, or both.

Section 34. "Townhome Assessments" shall mean and refer to Assessments levied in accordance with Article X, Section 3 of this Declaration

Section 35. "Townhome Association" shall mean and refer to Belle Arbor Townhomes Owners Association, Inc., a Tennessee non-profit townhome corporation, its successors and assigns. The Townhome Association shall be a sub-association of the Association and shall be subject to the Documents of the Association. Any conflict between the Documents of the Association and any Townhome Association document shall be resolved in favor of the governing Documents of the Association. Each Owner of a Unit shall be a Member and co-owner of the Townhome Association in addition to being a Member of the Association.

Section 36. "Townhome Board" shall be the elected governing body of the Townhome Association having its normal meaning under Tennessee corporate law..

Section 37. "Townhome Building" shall mean and refer to any one or all of the building(s) located on the Townhome Property as further set forth and described on the Site Plan for the Townhome Property attached hereto as Exhibit "B" and forming a part of the Townhome Property and each containing Units.

Section 38. "Townhome Property" shall mean and refer to the real property shown and described on Exhibit "B" attached hereto and made a part hereof, as may be amended from time to time for purposes of annexing additional property.

Section 39. "Units" shall mean and refer to the individually numbered portion of any Building, designed and built for use and occupancy as a residence and intended for independent ownership, which is not owned in common with any other 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.

Section 40. "Unit Pad" shall mean and refer to the area of the Development Property upon which a Unit comprising a Building is shown on the Site Plan. Any Unit Pad(s) to be conveyed to Builder(s) for the construction of Units thereon shall not be conveyed separately from all other Unit Pads comprising any Building. Except as otherwise provided herein, Unit Pads, whether developed or to be developed as shown and further depicted (as future phase or otherwise) on Exhibit "B", as may be amended from time to time, shall constitute and/or be considered a "Unit" for the purposes of calculating the total number of Units comprising the Development Property, Membership and co-ownership of the Association and Townhome Association, voting, and Assessments.

Article II
Property Subject to Declaration; Property Rights

Section 1. Property Subject to Declaration. Declarant, for itself and its heirs, legal and personal representatives, successors, and assigns, hereby declares that the property located in Nashville, Davidson County, Tennessee, as is more particularly described and shown on Exhibit "A" attached hereto and made a part hereof, together with any future phases, shall be owned, held, transferred, leased, used, occupied, maintained, altered, and improved subject to the covenants, conditions, restrictions, limitations, reservations, exceptions, equitable servitudes, and other provisions set forth in this Declarations. The covenants and restrictions contained herein constitute covenants running with the land and shall be binding upon and shall inure to the benefit of all parties now owning or hereafter having or acquiring any right, title, or interest in any Lot or Unit within the Development Property or any portion thereof. Every Person hereafter acquiring such property, by acceptance of a deed thereto, shall accept such interest subject to the terms and conditions of this Declaration and the Documents, and by acceptance of same shall be deemed to have consented to any be bound by the terms, conditions, and covenants of this Declaration and the Documents.

Section 2. Purpose of Declaration. This Declaration is executed: (a) in furtherance of a common and general plan for the Development Property, the Townhome Property and for those other parcels of land which may hereafter become part of the Development Property; (b) to protect and enhance the quality, value, desirability, and attractiveness of all land which is or becomes part of the Development Property and Townhome Property; (c) to establish associations to hold, maintain, care for, and manage the Development Property and Townhome Property and to perform functions for the benefit of owners thereof; (d) to define the duties, powers, and rights of the Association and Townhome Association, as applicable; and (e) to define certain duties, powers, and rights of Owners within the Development Property and Townhome Property.

Section 3. Purpose of Declaration – Townhome Property.

a. Establishment. Declarant hereby submits and subjects the Townhome Property to the provisions of the Horizontal Property Act of the State of Tennessee codified at Tenn. Code Ann. § 66-27-101 through 123 and this Declaration, and hereby establishes a Townhome Planned Unit Development to be known as Belle Arbor Townhomes pursuant to Tenn. Code Ann. §66-27-103(b), and hereby declares that the Townhome Property shall be held, sold and enjoyed subject to the easements, restrictions, covenants, and conditions of this Declaration, which are for the purpose of protecting the value and desirability of the Townhome Property, which is within and part of the Development Property and which shall run with the land and be binding upon and inure to the benefit of all parties now or hereafter having any right, title , or interest in the Townhome Property or any part thereof.

b. Site Plan. The Site Plan attached hereto as Exhibit "B" and incorporated herein sets forth the numbers, areas and location of each Unit, the Private Elements appurtenant thereto, as well as any other data necessary for their identification as required by the Act.

c. Units. Each Unit is numbered as shown on the Site Plan and the legal description of each Unit shall consist of the identifying number or symbol of each Unit and its Private Elements as shown and further described on the Site Plan attached hereto as Exhibit "B". Every deed, lease, Mortgage, deed of trust or other instrument shall legally describe a Unit by its identifying number as shown on the Site Plan and every description shall be deemed good and sufficient for all purposes, as provided in the Act. Except as provided by the Act, no Owner shall by deed, plan, court decree or otherwise, subdivide or in any other manner cause his Unit or its Private Elements to be separated into any tracts or parcels different from the whole Unit and its Private Elements as shown on the Site Plan.. The total number of Units contained within the horizontal property regime established hereby may be increased or decreased as a result of the exercise by Declarant of its right to do so; provided, however, that nothing contained herein shall be deemed to obligate the Declarant to so increase or decrease the total number of Units, or be a warranty or representation that Declarant shall do so, such right being at Declarant's sole and absolute discretion.

Section 4. Property Rights. Every Owner shall have a right and easement of enjoyment in and to the Common Area, subject to this Declaration as it may be amended from time to time and to any restrictions or limitations contained in any deed conveying such property to the Association. Any Owner may delegate his or her right of enjoyment to the members of his or her family, tenants and social invitees, as applicable, subject to reasonable regulation by the Board and in accordance with procedures it may adopt. An Owner who leases his or her Lot or Unit shall be deemed to have delegated all such rights to the Owner's lessee.

Declarant reserves the right to amend this Declaration unilaterally at any time, without prior notice and without the consent of any Person, for the purpose of removing certain portions of property within the Development Property or Townhome Property then owned by the Declarant or its affiliates or the Association or Townhome Association from the provisions of this Declaration to the extent originally included in error or as a result of any changes whatsoever in the plans for Belle Arbor desired to be effectuated by the Declarant, provided such withdrawal is not unequivocally contrary to the overall, uniform scheme of development for Belle Arbor. To the extent that any property to be removed from the Development Property or Townhome Property is owned by a Person other than Declarant, such Person's consent must be obtained to said removal, as evidenced by such Person's signature affixed to the Declaration amendment.

Article III
Membership and Voting Rights

Section 1. Membership. Each Owner of a Lot shall be a Member of the Association and each Owner of a Unit shall be a Member of the Association and a Member and co-owner of the Townhome Association.

No Owner, whether one (1) or more Persons, shall have more than one (1) membership per Lot or Unit owned. In the event the Owner of a Lot or Unit is more than one (1) Person, votes and rights of use and enjoyment shall be as provided herein. The rights and privileges of membership may be exercised by a Member or the Member's spouse, subject to the provisions of this

Declaration and the Bylaws. The membership rights of a Lot or Unit owned by a corporation, limited liability company, or partnership shall be exercised by the individual designated by the Owner in a written instrument provided to the Secretary, subject to the provisions of this Declaration and the Bylaws.

Notwithstanding the foregoing, Declarant may at any time assign, pledge, hypothecate or alienate its membership, but any transfer by Declarant of title to a Lot or Unit shall automatically transfer the membership in the Association and membership and co-ownership in the Townhome Association, if applicable, appurtenant thereto, free and clear from such assignment.

Section 2. Voting. The Association and Townhome Association shall each have two (2) classes of membership, Class "A" and Class "B", as follows

(a) Class "A". Class "A" Members shall be all Owners with the exception of the Class "B" Members, if any.

Class "A" Members shall be entitled to one (1) equal vote for each Lot or Unit in which they hold the interest required for membership under Section 1 hereof; there shall be only one (1) vote per Lot or Unit.

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

(b) Class "B". The Class "B" Members shall be the Declarant and any successor of Declarant who takes title for the purpose of development and sale and who is designated as such in a recorded instrument executed by Declarant or its successor. The Class "B" Members shall originally be entitled to two hundred (200) votes plus an additional twenty (20) votes for each Lot or Unit owned. The rights of the Class "B" Members, including the right to approve actions taken under this Declaration and the Bylaws, are specified elsewhere in the Declaration and the Bylaws. The Class "B" Members shall be entitled to, in their sole discretion, appoint the members of the Board of the Association and the Townhome Board during the Class "B" Control Period, subject only to the Bylaws. The Class "B" Control Period shall terminate, and the Class "B" membership shall terminate and become converted to Class "A" membership upon the earlier occurrence of:

(i) six (6) months following the date on which one hundred percent (100%) of the Lots and Units with respect to all phases of Belle Arbor have been conveyed to Owners other than the Declarant or Builders; or

(ii) twenty (20) years after the date on which the first Lot or Unit has been conveyed to an Owner other than the Declarant or Builders; or

(iii) when, in their discretion, the Class "B" Members so determines.

From the happening of this event, the Class "B" Members shall be deemed to be Class "A" Members entitled to one vote for each Lot or Unit in which it holds the interest required for membership under Section 1 hereof. At such time, the Declarant shall call a meeting, as provided in the Bylaws for special meetings, to advise the membership of the termination of

Class "B" status.

Notwithstanding any provisions to the contrary contained in this Declaration or the Bylaws, during the Class "B" Control Period, any action, policy or program of the Association or Townhome Association, as applicable, requiring approval by the vote of the Members of the Association or Townhome Association, as applicable shall not be taken or adopted until also approved in writing by the Class "B" Members.

Article IV
Maintenance

Section 1. Association's Responsibility.

The Association shall maintain and keep in good repair the Common Areas, as further described in Article IX, Section 1 herein, with such maintenance to be funded as hereinafter provided, subject to any insurance then in effect. Maintenance may also include such portions of any additional property included within the Development Property as may be dictated by this Declaration, or by a contract or agreement for maintenance thereof by the Association. Except as otherwise specifically provided herein, all costs associated with the maintenance, repair and replacement of Common Areas shall be a Common Expense to be allocated among all Lots and Units as part of the Base Assessment.

The Association may maintain property which it does not own, including, without limitation, property dedicated to the public, if the Board of Directors determines that such maintenance is necessary or desirable to maintain the Community-Wide Standard.

The Association shall not be liable for any damage, including personal injury or property damage, caused by or stemming from the Association's failure to maintain or repair, or properly maintain or repair, any item for which it has the maintenance and or repair obligation as set forth herein.

Section 2. Townhome Association's Responsibility. Except as otherwise provided herein, maintenance of repairs to and replacements within the Common Elements, including maintenance of lawns and landscaping within the Common Elements, shall be the responsibility of and shall be furnished by the Townhome Association, the cost of which shall be part of the Townhome Assessment assessed to and paid by the Unit Owners benefitted thereby.

Notwithstanding the foregoing, if the need for exterior maintenance and repair by the Townhome Association as required by this paragraph is caused by the willful or negligent conduct or act a Unit Owner, his/her family, guest, invitees, or other Persons using or occupying his/her Unit with his/her express or implied permission, the cost of such repair or maintenance shall be assessed against such Unit Owner and shall be due and payable thirty (30) days from the date of notice thereof, such Assessment to be collected and enforced as provided in Article X of this Declaration. Such Assessment shall not require the approval of any of the Members; provided, however, that any Unit Owner against which any such assessment is levied shall be entitled to notice, a hearing, and an opportunity to do the corrective work required, as provided by Article X, Section 4 hereof, prior to an Assessment being levied against such Unit Owner in accordance with the provisions of this paragraph. For the sole purpose of performing the exterior maintenance upon each Unit required by this Section 2, the duly authorized employees or agents of the Townhome Association shall have the right, after reasonable notice to the Unit Owner, to enter upon any Unit and related Private Elements at reasonable hours of any day except Sunday. Moreover, if, during the course

of performing the maintenance of a Unit or Private Elements, the Townhome Association discovers that maintenance, repair or replacement is required of an item which is the Unit Owner's responsibility, and such maintenance, repair or replacement must be performed for the Townhome Association to properly complete its maintenance project, then the Townhome Association may perform such work on behalf of the Unit Owner and at the Unit Owner's expense without prior notice to the Unit Owner.

In addition, the duly authorized agents or employees of the Townhome Association shall have the right to enter in or upon any Unit and related Private Element, without notice to the Owner thereof, when, in the judgment of the Townhome Association, acting through the Townhome Board, such entrance is necessary to prevent damage to such Unit or surrounding Units or Common Areas by fire, criminal act, natural disaster, or other similar emergency.

Notwithstanding the foregoing, in the event a Unit Owner's lawn is enclosed by a fence, than the enclosed lawn shall thereby be considered "Limited Common Element" and the Unit Owner shall thereafter be responsible for the maintenance of the enclosed lawn. In this event, maintenance of the enclosed lawn shall no longer be the responsibility of the Townhome Association.

Section 3. Owner's Responsibility.

(a) Except as otherwise provided below with respect to Units, each Owner shall maintain his or her Lot, as well as the Improvements located on the Lot in a manner consistent with the Community-Wide Standard and all applicable provisions of the Documents, unless such maintenance responsibility is otherwise assumed by or assigned to the Association.

(b) With respect to Units, each 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.

(c) If the Board or Townhome Board, as applicable, determines that any Owner has failed or refused to properly maintain and keep in good repair and free of debris and rubbish, the Owner's Lot or Unit, and otherwise generally perform his or her maintenance responsibility, then the Association or Townhome Association, if applicable, shall give the Owner written notice of the Owner's failure or refusal and of the Association or Townhome Association's right to provide necessary maintenance, repair, or replacement at the Owner's cost and expense. Unless the Board or Townhome Board, as applicable, determines that an emergency exists, the Owner shall have ten (10) days within which to complete maintenance or repair, or if the maintenance or repair is not capable of completion within such time period, to commence replacement or repair within ten (10) days and diligently pursue such maintenance or repair to completion. If the Board or Townhome Board determines that: (i) an emergency exists or (ii) that an Owner has not complied with the demand given by the Association or Townhome Association, as herein provided, then, the Association or Townhome Association, as applicable, may perform it and assess all costs incurred by the Association or Townhome Association against the Lot or Unit and the Owner thereof, in accordance with Article X, Section 4 of this Declaration, which assessment shall be a lien against said Lot and Owner. If, during the course of performing the maintenance of an Owner's Lot or Unit, the Association or Townhome Association, if applicable, discovers that maintenance, repair or replacement is required of an item which is the Owner's responsibility, and such maintenance, repair or replacement must be performed for the Association or Townhome Association to properly complete its maintenance project, then the Association or Townhome Association, if applicable, may perform such work on behalf of the Owner and at Owner's expense without prior notice to the Owner. The Board or Townhome

Board, as applicable, may alternatively enforce this Section through monetary fines against the Lot or Unit and each day the maintenance, repair, or replacement is not completed shall constitute a separate violation for which fines may be assessed on a daily basis.

Article V
Insurance and Casualty Losses

Section 1. Insurance. The Association's Board of Directors, or its duly authorized agent, shall have the authority to and shall obtain blanket all-risk insurance, if reasonably available, for all insurable improvements on the Common Area. If blanket all-risk coverage is not reasonably available, then at a minimum an insurance policy providing fire and extended coverage shall be obtained, including coverage for vandalism and malicious mischief. Insurance shall be in an amount sufficient to cover one hundred (100%) percent of the replacement cost of any repair or reconstruction of said improvements in the event of damage or destruction from any insured hazard.

The Board shall also obtain a public liability policy covering the Common Area, the Association and its Members for all damage or injury caused by the negligence of the Association or any of its Members or agents. The public liability policy shall have at least a One Million ($1,000,000.00) Dollar single person limit as respects bodily injury and property damage, a Two Million ($2,000,000.00) Dollar limit per occurrence, if reasonably available, and a Five Hundred Thousand ($500,000.00) Dollar minimum property damage limit.

Premiums for all insurance shall be Common Expenses of the Association and shall be included in the Base Assessment, as defined in Article 1 and as more particularly described in Article X, Section 1. The policy may contain a reasonable deductible, and, in the case of casualty insurance, the amount thereof shall be added to the face amount of the policy in determining whether the insurance at least equals the full replacement cost. The deductible shall be paid by the party who would be liable for the loss or repair in the absence of insurance and in the event of multiple parties shall be allocated in relation to the amount each party's loss bears to the total.

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

(a) All policies shall be written with a company licensed to do business in Tennessee which holds a Best's rating of A or better and is assigned a financial size category of XI or larger as established by A. M. Best Company, Inc., if reasonably available, or, if not available, the most nearly equivalent rating.

(b) All policies shall be for the benefit of the Association and its Members and their Mortgagees, as their interests may appear.

(c) Exclusive authority to adjust losses under policies obtained by the Association on the Development Property shall be vested in the Association's Board of Directors; provided, however, no Mortgagee having an interest in such losses may be prohibited from participating in the settlement negotiations, if any, related thereto.

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

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

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

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

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

(iii) a statement that no policy may be cancelled, invalidated, suspended, or subject to nonrenewable on account of the actions of any one or more individual Owners;

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

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

(vi) that the Association will be given at least thirty (30) days' prior written notice of any cancellation, substantial modification, or non-renewal.

In addition to the other insurance required by this Section, the Board shall obtain, as a common expense, worker's compensation insurance, if and to the extent required by law, directors' and officers' liability coverage, if reasonably available, a fidelity bond or bonds on directors, officers, employees, and other Persons handling or responsible for the Association's funds, if reasonably available, and flood insurance, if required. The amount of fidelity coverage shall be determined in the directors' best business judgment but, if reasonably available, may not be less than three (3) months' Assessments on all Lots or Units, plus reserves on hand. Bonds shall contain a waiver of all defenses based upon the exclusion of persons serving without compensation and shall require at least thirty (30) days' prior written notice to the Association of any cancellation, substantial modification, or non-renewal.

Section 2. Individual Insurance.

(a) Lot Owners. Each Owner covenants and agrees with all other Owners and with the Association that each Owner shall carry blanket all-risk casualty insurance on the Lots and all Improvements built thereon, meeting the same requirements as set forth in Section 1 of this Article V for insurance on the Common Area. In addition, each Owner shall carry liability insurance covering the Owner's Lot and Improvements built thereon, for all damage or injury, including bodily injury, death, and property damage, arising from any condition or occurrence on the Owner's Lot or in any Improvements built thereon. The Board shall upon request make available for review by Owners a copy of the Association's insurance policies to allow Owners to assess their personal insurance needs. Each Builder (other than the Declarant) shall, in addition to the other insurance requirements set forth herein, carry liability insurance with

coverage limits reasonably satisfactory to Declarant and the Association for all damage or injury, including bodily injury, death and property damage, arising from the exercise of the Builder Construction Easement granted by Declarant in Article XVII, Section 2. Prior to exercising any rights granted pursuant to said Builder Construction Easement, each Builder shall deliver to the Declarant and the Association a certificate of insurance (i) evidencing that the aforementioned insurance coverage has been obtained and (ii) naming the Declarant and the Association as Additional Insureds.

Each Owner further covenants and agrees that in the event of a partial loss or damage and destruction resulting in less than total destruction of the Unit and other improvements located upon said Owner's Lot, the Owner shall proceed promptly to repair or to reconstruct the damaged structure in a manner consistent with the original construction or such other plans and specifications as are approved in accordance with Article XI of this Declaration. The Owner shall pay any costs of repair or reconstruction which is not covered by insurance proceeds. In the event that the structure is totally destroyed the Owner may decide not to rebuild or to reconstruct, in which case the Owner shall clear the Lot of all debris and return it to substantially the natural state in which it existed prior to the beginning of construction and thereafter the Owner shall continue to maintain the Lot in a neat and attractive condition consistent with the Community-Wide Standard. The provisions of this paragraph shall not apply to the Units.

(b) Units. Each Unit Owner shall be responsible for obtaining insurance for that Owner's Unit and Private Elements, the ownership, possession, enjoyment, benefit, and use of which are reserved exclusively to such 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 insurance replacement costs of the Unit or elsewhere on the Development Property. In addition, each Owner shall be responsible for obtaining his own insurance insuring said Owner personally from liability in connection with the ownership, possession, use, and occupancy of his Unit and the Private Elements. In addition, each Owner shall carry liability insurance covering the Owner's Unit for all damage or injury, including bodily injury, death, and property damage, arising from any condition or occurrence on the Owner's Unit. Such insurance shall not be the responsibility of the Association nor the Townhome 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. Upon request by the Board of the Association or Townhome Association, as applicable, a Unit Owner shall deliver to the Board within ten (10) days a copy of the Certificate of Insurance covering such Owner's Unit. Each Builder (other than the Declarant) shall, in addition to the other insurance requirements set forth herein, carry liability insurance with coverage limits reasonably satisfactory to Declarant and the Townhome Association for all damage or injury, including bodily injury, death and property damage, arising from the exercise of the Builder Construction Easement granted by Declarant in Article XVII, Section 2. Prior to exercising any rights granted pursuant to said Builder Construction Easement, each Builder shall deliver to the Declarant and the Townhome Association a certificate of insurance (i) evidencing that the aforementioned insurance coverage has been obtained and (ii) naming the Declarant and the Townhome Association as Additional Insureds.

Section 3. Insurance for Townhome Property Common Elements. Notwithstanding any provisions to the contrary of Section 2 above, in addition to casualty insurance on the Common Area, the Townhome Association shall, as a Common Expense, obtain and continue in effect adequate blanket all-risk casualty insurance for the Common Elements (exclusive of the Units and the Private Elements appurtenant thereto), if reasonably available, and if not reasonably available, fire and extended coverage, in such form as the Townhome Board deems appropriate for one hundred (100%) percent of the replacement cost of the Townhome Property Common

Elements, excluding the replacement of any fixtures, cabinets, appliances, flooring, improvements installed or supplied by the Owners, or their tenants, or personal property of the Owners, or their tenants, guests, and invitees located within said Units or upon the Unit Pads. The deductible shall be a maintenance expense to be paid by the Person or Persons who would be liable for the loss or repair in the absence of insurance. If the loss affects more than one Unit, the cost of the deductible may be apportioned equitably by the Townhome Board among the parties suffering loss in proportion to each affected party's portion of the total cost of repair, or otherwise as the Townhome Board determines equitable. Notwithstanding the foregoing, if the insurance policy provides that the deductible will apply to each Unit separately or to each occurrence, each Owner shall be responsible for paying any deductible pertaining to his or her Unit. If any Owner fails to pay the deductible when required hereunder, then the Townhome Association may pay the deductible and assess the cost to the Owner. Notwithstanding anything to the contrary herein, in the event of an insured loss under the Townhome Association's policy for which the Townhome Association receives from the insurer payment for a loss sustained by an Owner who is delinquent in the payment of any Assessment or charge owed to the Townhome Association, then the Townhome Association may retain and apply such proceeds to the delinquency. Any surplus remaining after application of the proceeds to any delinquency shall be paid by the Townhome Association to the affected Owner.

Section 3. Damage and Destruction.

(a) Immediately after damage or destruction by fire or other casualty to all or any part of the Properties covered by insurance written in the name of the Association or Townhome Association, the Board of Directors or Townhome Board, as applicable, or its duly authorized agent shall proceed with filing and adjusting all claims arising under such insurance and obtain reliable and detailed estimates of the cost of repair or reconstruction of the damaged or destroyed portion of the Properties. Repair or reconstruction, as used in this paragraph, means repairing or restoring the Properties to substantially the same condition in which they existed prior to the fire or other casualty, allowing for any changes or improvements necessitated by changes in applicable building codes.

(b) Any damage or destruction to the Common Area shall be repaired or reconstructed unless the Members representing at least eighty (80%) percent of the total vote of the Association, shall decide within sixty (60) days after the casualty not to repair or reconstruct. Any damage or destruction to the Townhome Property shall be promptly repaired or reconstructed unless the Members representing one hundred (100%) percent of the total vote of the Owners of the Units within each Townhome Building of connected damaged or destroyed Units, shall decide within sixty (60) days after the casualty not to repair or reconstruct. If for any reason either the amount of the insurance proceeds to be paid as a result of such damage or destruction, or reliable and detailed estimates of the cost of repair or reconstruction, or both, are not made available to the Association within said period, then the period shall be extended until such information shall be made available; provided, however, such extension shall not exceed sixty (60) days. In the event of substantial damage or destruction to a Unit(s), each Mortgagee shall be entitled to written notice of the damage, and nothing in the documents provided shall be construed to afford a priority to any Owner with respect to the distribution of proceeds to any such Unit. No Mortgagee shall have the right to participate in the determination of whether the damage or destruction to Common Area shall be repaired or reconstructed.

(c) In the event that it should be determined in the manner described above that the damage or destruction to the Common Area shall not be repaired or reconstructed and no alternative improvements are authorized, then and in that event the affected portion of the

Properties shall be restored to their natural state and maintained by the Association in a neat and attractive condition consistent with the Community-Wide Standard.

(d) Notwithstanding any provision in the Documents to the contrary, if the damage or destruction to the Common Area is to be repaired or reconstructed, and such insurance proceeds are not sufficient to defray the cost thereof, the Board of Directors shall, without the necessity of a vote of the Members, levy a Special Assessment against all Owners on the same basis as provided for Base Assessments. Additional Assessments may be made in like manner at any time during or following the completion of any repair or reconstruction.

(e) If, after a fire or other casualty causing damage to the Townhome Property, the proceeds of the insurance are not sufficient to defray the estimated costs of reconstruction and repair, as determined by the Townhome Board, or if at any time during the reconstruction and repair or upon completion of reconstruction and repair the funds for the payment of the costs thereof are insufficient, the additional costs shall be assessed against the Owners of the Units damaged in proportion to the damage suffered. If there are surplus funds after repair and reconstruction is completed, such funds shall be common funds of the Townhome Association to be used as directed by the Townhome Board. Any such reconstruction or repair shall be substantially in accordance with the plans and specifications under which the Development was originally constructed, except where changes are necessary to comply with current applicable building codes or where improvements not in accordance with the original plans and specifications as approved by the Townhome Board. To the extent insurance proceeds are available, the Townhome Association may reconstruct or repair Owner improvements damaged as a result of fire or other casualty.

(f) Encroachments upon or in favor of Lots which may be created as a result of such reconstruction or repair shall not constitute a claim or basis for any proceeding or action by the Owner upon whose Lot such encroachment exists, provided that such reconstruction was substantially in accordance with the architectural plans under which the Development Property was originally constructed. Such encroachment shall be allowed to continue in existence for so long as the reconstructed structure shall stand.

Section 4. Disbursement of Proceeds. If the damage or destruction for which the proceeds of insurance policies are paid is to be repaired or reconstructed, the proceeds, or such portion thereof as may be required for such purpose, shall be disbursed in payment of such repairs or reconstruction as herein provided. Any proceeds remaining after defraying such costs of repair or reconstruction to the Common Area or Common Elements, as applicable, shall be retained by and for the benefit of the Association or Townhome Association, as applicable, and placed in a capital improvements account. In the event no repair or reconstruction is made to any portion of the Common Area and/or Common Elements, any proceeds remaining, after making such settlement as is necessary with the Mortgagee, shall be retained by and for the benefit of the Association or Townhome Association, as applicable, and placed in a capital improvements account. In the event no repair or reconstruction is made to any Lot or Unit, any proceeds remaining, after making such settlement as is necessary with the Mortgagee, shall be paid to the respective Owner(s).

Section 5. Construction Fund. The net proceeds of the insurance collected on account of a casualty and the funds collected by the Association or Townhome Association, as applicable, from Assessments against Owners on account of such casualty shall constitute a construction fund which shall be disbursed in payment of the cost of reconstruction and repair as set forth in this Article to be disbursed by the Association or Townhome Association, as applicable, in

appropriate progress payments to such contractor(s), supplier(s), and personnel performing the work or supplying materials or services for the repair and reconstruction designated by the Board or Townhome Board, as applicable.

Article VI
No Partition

Except as is permitted in the Declaration or amendments thereto, there shall be no physical partition of the Common Area or any part thereof, nor shall any Person acquiring any interest in the Development Property or any part thereof seek any judicial partition unless the Development Property have been removed from the provisions of this Declaration. This Article shall not be construed to prohibit the Board of Directors from acquiring and disposing of tangible personal property nor from acquiring title to real property which may or may not be subject to this Declaration.

Article VII
Condemnation

Section 1. Common Areas. Whenever all or any part of the Common Area shall be taken (or conveyed in lieu of and under threat of condemnation by the Board acting on the written direction of Members representing at least two-thirds (2/3) of the total Association vote and the Declarant, as long as the Declarant owns any property subjected to and encumbered by this Declaration) by any authority having the power of condemnation or eminent domain, each Owner shall be entitled to notice thereof. The award made for such taking shall be payable to the Association as trustee for all Owners to be disbursed as follows:

If the taking involves a portion of the Common Area on which improvements have been constructed, then, unless within sixty (60) days after such taking the Declarant, so long as the Declarant owns any property described in Exhibit "A" or seventy-five (75%) percent of the total vote of the Association shall otherwise agree, the Association shall restore or replace such improvements so taken on the remaining land included in the Common Area to the extent lands are available therefore, in accordance with plans approved by the Board of Directors of the Association. If such improvements are to be repaired or restored, the above provisions in Article V hereof regarding the disbursement of funds in respect to casualty damage or destruction which is to be repaired shall apply. If the taking does not involve any improvements on the Common Area, or if there is a decision made not to repair or restore, or if there are net funds remaining after such restoration or replacement is completed, then such award or net funds shall be disbursed to the Association and used for such purposes as the Board of Directors of the Association shall determine.

Section 2. Common Elements. If any Common Elements or interest therein are taken under exercise of power of eminent domain or by purchase under threat thereof, the award in condemnation or the price payable shall be paid to the Townhome Association, except to the extent payable to any other Person with an interest in such Common Elements. The Townhome Association, by and through the Townhome Board, shall have the exclusive right to participate in such condemnation proceedings as they pertain to the Common Elements and to represent the interest of all Unit Owners in such proceedings. Each Unit Owner hereby irrevocably appoints the Townhome Association, by and through the Townhome Board and any such duly appointed trustee as such Unit Owner's attorney-in-fact for such purposes. All condemnation compensation, damages or other net proceeds received by the Townhome

Association shall be payable to the Townhome Board for and on behalf of the Townhome Association. The Townhome 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 decisions of the Townhome Board as to the fairness and reasonableness shall be binding upon all parties, if such decision reasonably relates to the given facts.

Section 3. 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 Declaration, upon acquisition by the condemning authority, unless the decree provides otherwise, each affected Unit shall thereafter be a Common Element and the Townhome Assessment related thereto shall be automatically reallocated to the remaining Units.

Article VIII
Annexation of Additional Property

Section 1. Annexation Without Approval of Class "A" Membership. As the owner thereof, or if not the owner, with the consent of the owner thereof, Declarant shall have the unilateral right, privilege, and option, from time to time at any time until the date that is twenty (20) years from the date on which the first Lot or Unit is conveyed to an Owner other than the Declarant or Builders (the "Declarant Annexation Period"), subject to the provisions of this Declaration and the jurisdiction of the Association, to annex any other real property not described on Exhibit "A" attached hereto and by reference made a part hereof. Such annexation shall be accomplished by filing in the Register's Office of Davidson County, Tennessee, a Supplemental Declaration annexing such property. Such Supplemental Declaration shall not require the consent of Members, but shall require the consent of the owner thereof if such owner is not the Declarant. Any such annexation shall be effective upon the filing for record of such Supplemental Declaration unless otherwise provided therein. Declarant shall have the unilateral right to transfer to any other Person the said right, privilege, and option to annex additional property which is herein reserved to Declarant, provided that such transfer is memorialized in a written, recorded instrument executed by the Declarant.

Section 2. Annexation With Approval of Class "A" Membership. Subject to the consent of the owner thereof, the Association, after the expiration of the Declarant Annexation Period, may annex real property other than that described on Exhibit "A" to the provisions of this Declaration and the jurisdiction of the Association. Such annexation shall require (i) the affirmative vote of Members representing a majority of the Class "A" votes of the Association present at a meeting duly called for such purpose and (ii) the affirmative vote of the Declarant, so long as Declarant owns property subject to this Declaration or which may become subject hereto in accordance with Section 1 of this Article.

Annexation shall be accomplished by filing of record in the Register's Office of Davidson County, Tennessee, a Supplemental Declaration describing the property being annexed. Any such Supplemental Declaration shall be signed by: (i) the Declarant and/or by an officer of the Association, as applicable pursuant to Article XVIII, Section 2 herein, and (ii) by the owner of the property being annexed, if such owner is not the Declarant, and any such annexation shall be effective upon filing unless otherwise provided therein. The relevant provisions of the Bylaws dealing with regular or special meetings, as the case may be, shall apply to determine the time required for and the proper form of notice of any meeting called for the purpose of considering annexation of property pursuant to this Section 2 and to ascertain the presence of a quorum at

such meeting.

Section 3. Acquisition of Additional Common Area. Declarant may convey to the Association additional real estate, improved or unimproved, located within the Development Property which upon conveyance or dedication to the Association shall be accepted by the Association and thereafter shall be maintained by the Association at its expense for the benefit of all its Members.

Section 4. Amendment. This Article shall not be amended without the prior written consent of Declarant during the Class "B" Control Period.

Article IX
Rights and Obligations of the Association

Section 1. Water and Other Utilities in Common Areas Only. The Association shall be responsible for acquiring, providing, and/or paying for, water, sewerage, garbage disposal, electrical, telephone, gas and other necessary utility services for the Common Areas and all utility services to enable the Association to maintain the Area of Common Responsibility

Section 2. Taxes and Assessments.

(a) Association. The Association shall be responsible for paying all real and personal property taxes and Assessments separately levied upon or assessed against the Development Property, Association and/or of the property owned by the Association. Such taxes and Assessments may be contested or compromised by the Association; provided that they are paid or a bond in an amount at least equal such taxes and Assessments is posted prior to the sale or other disposition of any property to satisfy the payment of such taxes or Assessments.

(b) Townhome Association. The Townhome Association shall be responsible for paying all real and personal property taxes and Assessments separately levied upon or assessed against the Townhome Association and/or of the property owned by the Townhome Association.

Townhome Property real estate taxes shall be separately taxed to each 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 taxes to each Owner, but rather are taxed on the Townhome Property as a whole, then each Owner shall pay his proportionate share thereof in accordance with his respective Townhome Assessment liability as shown on Exhibit "E".

Townhome Property utility services for Units shall be separately metered, and all utility charges for the Units shall be assessed against and shall constitute the sole responsibility of the Owners thereof. In the event that such utility charges are not separately metered and charged to each Owner, but rather are charged on the Townhome Property as a whole, then each Owner shall pay his proportionate share thereof in accordance with his respective Townhome Assessment liability as shown on Exhibit "E".

Section 3. Personal Property and Real Property for Common Use. The Association and Townhome Association, through action of its Board of Directors or Townhome Board, may acquire, hold, and dispose of tangible and intangible personal property and real property. The

Board or Townhome Board, acting on behalf of the Association or Townhome Association, as applicable, shall accept any real or personal property, leasehold, or other property interests within the Development Property conveyed to it by the Declarant.

Section 4. Enforcement in General.

(a) Enforcement of the standards as specified in this Declaration may be by any proceedings at law or in equity against any person or persons violating or attempting or threatening to violate a covenant or restriction, either to restrain a violation or to recover damages. In addition, the Association and Townhome Association may establish monetary fines as well as suspend voting rights and usage of the Common Areas for any violations of the restrictions and provisions set forth in the Documents. Any failure by the Declarant, the Association, Townhome Association, or Owner to enforce any restriction or other provisions herein contained shall in no event be deemed a waiver of the rights to do so thereafter nor constitute an acquiescence in or an estoppel against enforcing any, actual or future, breaches or violations of these covenants and restrictions.

(b) In the event any cost or expenses including attorneys' fees and any costs of litigation, are incurred by the Declarant, Association or Townhome Association in connection with the action to correct or abate any violation or breach of the provisions hereof, the Lot or Unit Owner or any occupant thereof, shall pay any such costs or expenses, and provided that reasonable notice to the Owner of the subject Unit(s) or Lot(s) has been given, such cost and expenses shall be a lien against the Unit(s) or Lot(s) of such Owner and such charges shall be subject to the provisions for lien rights and collection as specified in Section 6 below. No such cost or expenses shall be a lien when the nonexistence of a violation or breach hereof has been established by a court of competent jurisdiction.

(c) Unless otherwise specified herein, the Association shall be responsible for enforcing the standards and restrictions specified in Article 11 (Architectural Standards) and Article 12 (Use Restrictions) of this Declaration.

Section 5. Covenant and Creation of the Lien of Personal Obligation for Court Ordered Violation in Section 4. The Declarant for each Unit or Lot owned by him within the Development Property hereby covenants and agrees, and each owner of any Unit or Lot by acceptance of a deed therefore whether or not it shall be so expressed in such deed as the conveyance shall be deemed to covenant and agree, to pay any court ordered violation cost and other costs or expenses incurred in Section 5 above, together with such interest thereon and cost of collection thereof, including attorneys' fees, as provided herein, and shall be a charge on the land and shall be a continuing lien upon the Unit(s) or Lot(s) against which each such obligation is made. It shall also be the personal obligation of each Person who was an Owner of such property at the time of the violation.

Section 6. Rules and Regulations. The Association, through its Board of Directors, may make and enforce reasonable rules and regulations governing the use of the Development Property, which rules and regulations shall be consistent with the rights and duties established by this Declaration. In addition, the Townhome Association may adopt additional Rules and Regulations governing the use of the Townhome Property. Sanctions may include monetary fines, which if unpaid, shall constitute a lien on such Owner's Lot or Unit subject to enforcement as provided under Article X hereunder, as well as suspension of the right to vote and the right to use the recreational facilities. The Board or Townhome Board, as applicable, shall, in addition, have the power to seek relief in any court for violations or to abate nuisances. Such rules and regulations, as amended, shall be binding upon all Owners and occupants until and unless

overruled, cancelled or modified in a regular or special meeting of the Association or Townhome Association, as applicable, by the vote of Members representing a Majority of the total Class "A" votes and with the consent of the Class "B" Members, so long as such membership shall exist.

In case of conflicts between the provisions of the Association's Rules and Regulations and the Townhome Association's Rules and Regulations, the stricter provision shall control.

The Association or Townhome Association, acting through the Board or Townhome Board, as applicable, by contract or other agreement, shall have the right to enforce county ordinances or permit Davidson County, Tennessee, to enforce ordinances on the Development Property for the benefit of the Association and its Members.

Section 7. Implied Rights. The Association or Townhome Association may exercise any other right or privilege given to it expressly by this Declaration or the Bylaws, and every other right or privilege reasonably to be implied from the existence of any right or privilege given to it herein or reasonably necessary to effectuate any such right or privilege, including, but not limited to:

(a) imposing monetary fines and suspending use and voting privileges;

(b) granting permits and licenses, utility easements and other easements, permits or licenses under, through or over the Common Areas or Common Elements, as applicable;

(c) sell, transfer or convey portions of the Common Area or Common Elements, as applicable, but only upon approval of two-thirds (2/3) of the total eligible votes of the Association or Townhome Association, as applicable.

Article X
Assessments

Section 1. Creation of Assessments. There are hereby created Assessments for Association and Townhome Association expenses as may from time to time specifically be authorized by the Board of Directors and Townhome Board to be commenced at the time and in the manner set forth in Section 7 of this Article. There shall be three (3) types of Assessments: (a) Base Assessments to fund Common Expenses for the benefit of all Members of the Association as described in Section 2 below; and (b) Townhome Assessments as described in Section 3 below; and (c) Special Assessments as described in Section 4 below.

Assessments shall be paid in such manner and on such dates as may be fixed by the Board of Directors or Townhome Board, as applicable, which may include, without limitation, acceleration of the annual Base Assessment or Townhome Assessments for delinquents, including Owners delinquent in the payment of fines imposed in accordance with Article IX, Section 5 of this Declaration as well as Article III, Section 21, of the Bylaws. Unless the Board or Townhome Board otherwise provides, the Base Assessment and Townhome Assessments shall be paid in monthly installments.

No Owner, except for the Declarant and a Builder during the Builder Exception Period as discussed in Section 11 below, may waive or otherwise exempt himself from liability for the Assessments provided for herein, including, by way of illustration and not limitation, by non-use of Common Areas, or Common Elements, or abandonment of the Unit or Lot. The obligation to pay Assessments is a separate and independent covenant on the part of each Owner, and each

Owner, by acceptance of his or her deed or recorded contract of sale, is deemed to covenant and agree to pay these Assessments. No diminution or abatement of Assessment or set-off shall be claimed or allowed by reason of any alleged failure of the Association or Townhome Association to take some action or perform some function required to be taken or performed under this Declaration or the Bylaws, or for inconvenience or discomfort arising from the making of repairs or improvements which are the responsibility of the Association or Townhome Association, or from any action taken to comply with any law, ordinance, or with any order or directive of any municipal or other governmental authority.

Section 2. Base Assessments; Computation. Base Assessments shall be levied equally on all Lots and Units, except as otherwise provided under Section 10 below with respect to Common Area and Section 11 below with respect to Declarant and any Builders. It shall be the duty of the Board, at least sixty (60) days before the beginning of each fiscal year, to prepare a budget covering the estimated Common Expenses of the Association during the coming year. The budget may include a capital contribution establishing a reserve fund in accordance with a capital budget separately prepared. The Base Assessment to be levied for the coming year against each Unit and Lot subject to Assessment shall be computed by dividing the budgeted Common Expenses by the total number of Units and Lots subject to Assessment as of sixty (60) days before the end of the current fiscal year. The Board shall cause a copy of the Common Expense budget and notice of the amount of Base Assessment to be levied against each Lot or Unit for the following year to be delivered to each Owner at least thirty (30) days prior to the beginning of the fiscal year. Such budget and Assessment shall become effective unless disapproved at a meeting of the members by the vote of Members representing at least a majority of the total Class "A" vote in the Association, and by the Class "B" Member, if such exists. There shall be no obligation to call a meeting for the purpose of considering the budget except on petition of the Members as provided for special meetings in Article II, Section 4, of the Bylaws.

Notwithstanding the foregoing, however, in the event the proposed budget is disapproved or the Board fails for any reason so to determine the budget for any year, then and until such time as a budget shall have been determined as provided herein, the budget in effect for the immediately preceding year shall continue for the current year.

Section 3. Townhome Assessments for Units. In addition to the Base Assessments authorized in Section 2 above, the Townhome Association shall levy Townhome Assessments for Units to cover the cost of Townhome Property and Common Element maintenance , and any additional administrative costs incurred by the Townhome Association as a result of its maintenance and oversight activities on behalf of the Unit Owners. The Townhome Assessments shall be included in the budget prepared by the Townhome Association and delivered and subject to the same provisions pursuant to Section 2 above, with respect to the Association budget. All Unit Owners shall have full access to all amenities and Common Areas in Belle Arbor and shall pay regular Base Assessments to the Association in the same amount as other Owners in Belle Arbor and shall also pay the Townhome Assessments as discussed herein.

Section 4. Special Assessments. In addition to the other Assessments authorized in this Article, the Association may levy a Special Assessment or Special Assessments from time to time; provided, however, that such Assessment shall have the affirmative vote or written consent of Members representing at least fifty-one (51%) percent of the total vote in the Association and the written consent of the Class "B" Member, if such exists. Special Assessments shall be payable in such manner and at such times as determined by the Board, and may be payable in installments extending beyond the fiscal year in which the Special Assessment is approved, if the Board so determines.

The Board, or Townhome Board, as applicable, may also levy a Special Assessment against any Member, without the necessity of a vote of the Members, to reimburse the Association or Townhome Association, as applicable, for costs incurred in bringing a Member and his Lot or Unit into compliance with the provisions of the Documents, and any amendments thereto, and to pay the deductible provided in Article V, Section 1, which Special Assessment may be levied upon the vote of the Board or Townhome Board after notice to the Member and an opportunity for a hearing.

Section 5. Lien for Assessments; Power of Sale to Enforce Lien.

(a) For and in consideration of the privileges, protections, mutual enjoyment and use of the Common Areas and the Limited Common Areas, the assumption of the obligations of Owners set forth in this Declaration by grantees as required hereunder, the receipt of which is hereby acknowledged, and to secure the payment of Assessments, interest, late charges and attorneys' fees as provided herein (hereinafter collectively referred to as the "Secured Charges"), a lien is expressly retained in favor of the Association or Townhome Association, as applicable, on each and every Owner's Lot or Unit and pro rata interest in the Common Areas.

(b) For the purpose of better and more effectually securing the Secured Charges, rendering unnecessary court proceedings for the enforcement of said lien in the event of the proceedings for the enforcement of said lien in the event of the nonpayment of the Secured Charges, and for the consideration of One Dollar ($1.00) paid in cash, receipt of which is acknowledged, the Owners, their respective heirs, successors, administrators, and assigns (hereinafter sometimes referred to, collectively, as "Trustors" and individually as "Trustor") hereby transfer and convey unto Patrick H. Poole, Trustee, of Davidson County, Tennessee, his successors and assigns, their respective Lots or Units with the appurtenances, estates, titles and interests thereto belonging, upon the uses and trusts set forth in this Section 4.

(c) Each Trustor agrees (i) to pay the Secured Charges attributable to such Trustor's Lot or Unit when due, as provided in this Declaration; (ii) to pay, discharge, or remove, any and all liens (except a first mortgage or deed of trust) which may be hereafter placed against its Lot or Unit and which shall adversely affect the lien of this instrument or enforcement of the terms and provisions hereof; (iii) to comply with all of the terms and conditions of the Documents; and (iv) to pay upon demand of Trustee or the Association or Townhome Association, all the costs and expenses, together with reasonable attorneys' fees, of any court appearance or other proceedings required by Trustee, his successors or the Association or Townhome Association, to enforce any provision of this Declaration and Bylaws or any rule and regulation of the Association or Townhome Association. If any Trustor fails to do any of these things, then Trustee or the Association or Townhome Association may do any or all of those things, and the amounts so paid shall bear interest at the highest rate allowed under applicable law in effect from time to time from the date of payment and shall become a part of the Secured Charges secured hereby.

(d) If the Secured Charges with respect to any Lot or Unit are not paid promptly when due, then the Trustee, or his successor in trust, is hereby authorized and empowered, upon giving twenty (20) days' notice by three (3) publications in any newspaper, daily or weekly, published in Davidson County, Tennessee, to sell said Lot or Unit at the front door of the Court House in said County to the highest bidder for cash, at public outcry, free from the equity of redemption, the statutory right of redemption, homestead, dower and all exemptions of every kind, all of which are hereby expressly waived; and the Trustee, or his successor in

trust, is authorized and empowered to execute and deliver a deed to the purchaser. The Association or Townhome Association, as applicable, may bid at any sale under this trust conveyance. The Association or Townhome Association may, at any time after default in the payment of any of the Secured Charges, enter and take possession of the Lot or Unit, and shall only account for the net rents actually received by it. It is further agreed that, in the event the Association or Townhome Association, as applicable, fails, before instructing Trustee to sell said Lot or Unit, as herein provided, to enter and take possession thereof, the purchaser shall be entitled to immediate possession thereof upon the delivery to him by the Trustee of a deed for said property. In case of sale hereunder, the proceeds shall be applied by the Trustee as follows:

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

(2) Second, to the payment of all taxes which are due but unpaid with respect to such Lot or Unit;

(3) Third, to the payment of all unpaid Secured Charges with respect to such Lot or Unit;

(4) Fourth, the residue, if any, will be paid to the Owner of such Lot or Unit, its order, representatives or assigns;

(e) The Association or Townhome Association, acting on behalf of the Owners, shall have the power to bid for the Lot or Unit at foreclosure sale and to acquire and hold, lease, mortgage, and convey the same. During the period in which a Lot or Unit is owned by the Association or Townhome Association following foreclosure: (i) no right to vote shall be exercised on its behalf; (ii) no Assessment shall be assessed or levied on it; and (iii) each other Lot or Unit shall be charged, in addition to its usual Assessment, its equal pro rata share of the Assessment that would have been charged such Lot or Unit had it not been acquired by the Association or Townhome Association as a result of foreclosure. Suit to recover a money judgment for unpaid common expenses and attorneys' fees shall be maintainable without foreclosing or waiving the lien securing the same.

(f) In the case of the death, absence, inability, or refusal to act of the Trustee, or if the Board or Townhome Board, as applicable, so decides in its sole discretion, at any time when action under the foregoing power and trusts may be required or for any other reason, the Association or Townhome Association, as applicable, are hereby authorized and empowered to name and appoint a successor to the Trustee by an instrument in writing to be recorded in the Register's Office for Davidson County, Tennessee, and the title and rights herein conveyed to the above named Trustee shall be vested in said successor.

Section 6. Capital Budget and Contribution. The Board of Directors may annually prepare a capital budget to take into account the number and nature of replaceable assets, the expected life of each asset, and the expected repair or replacement cost. The Board may set the required capital contribution, if any, in an amount sufficient to permit meeting the projected capital needs of the Association, as shown on the capital budget, with respect both to amount and timing by Assessments over the period of the budget. The capital contribution required, if any, shall be fixed by the Board and included within the Base Assessment and/or Townhome Assessment, as applicable, and distributed with the budget, as provided in Section 2 of this Article.

Section 7. Date of Commencement of Assessments & Effect of Nonpayment of Assessments.

(a) Except as otherwise agreed to in writing by the Association, the Assessments provided for herein shall commence as to all Lots or Units upon conveyance of the first Lot or Unit to an Owner other than the Declarant or a Builder. Assessments shall be due and payable in a manner and on a schedule as the Board of Directors may provide. The first Assessments levied by the Association shall be adjudged according to the number of days remaining in the fiscal year at the time Assessments commence on the Lot or Unit.

(b) All Assessments, together with interest at a rate not to exceed ten (10%) percent or the highest rate allowed by Tennessee law as computed from the date the delinquency first occurs, costs, and reasonable attorney's fees (including post-judgment attorneys' fees from a prior judgment, if any), shall be a charge on the Lot or Unit and shall be a continuing lien upon the Lot or Unit against which each Assessment is made. Each such Assessment, together with interest, costs, and reasonable attorney's fees, shall also be the personal obligation of the Person who was the Owner of such Lot or Unit at the time the Assessment arose, and his or her grantee shall be jointly and severally liable for such portion thereof as may be due and payable at the time of conveyance. No first Mortgagee who obtains title to a Lot or Unit pursuant to the remedies provided in the Mortgage shall be liable for unpaid Assessments which accrued prior to acquisition of title, unless otherwise provided under applicable laws.

(c) The Association or Townhome Association, as applicable, shall, within a reasonable time upon written request, furnish to any Owner, Mortgagee or Person having executed a contract for the purchase of a Lot, or a lender considering a loan to be secured by a Lot, a certificate in writing signed by an officer of the Association or Townhome Association setting forth the amount of Assessments due and unpaid, including any late charges, interest, fines or other charges against a Lot or Unit, if any. Such certificate shall be conclusive evidence of payment to the Association or Townhome Association of such Assessment therein stated to have been paid. The Association and Townhome Association may require the advance payment of a processing fee not to exceed Seventy-Five ($75.00) Dollars for the issuance of such certificate.

Section 8. Subordination of the Lien to First Mortgages. The lien of Assessments, including interest, late charges (subject to the limitations of Tennessee law), and costs (including attorney's fees) provided for herein, shall be subordinate to the lien of any first Mortgage upon any Lot or Unit. The sale or transfer of any Lot or Unit shall not affect the Assessment lien. However, the sale or transfer of any Lot or Unit pursuant to judicial or non-judicial foreclosure of a first Mortgage, or by a deed in lieu of foreclosure, shall extinguish the lien of such Assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot or Unit from lien rights for any Assessments thereafter becoming due. Where the Mortgagee holding a first Mortgage of record or other purchaser of a Lot or Unit obtains title pursuant to remedies under the Mortgage, its successors and assigns shall not be liable for the share of the common expenses or Assessments by the Association and Townhome Association chargeable to such Lot or Unit which became due prior to the acquisition of title to such Lot or Unit by such acquirer. Such unpaid share of common expenses or Assessments shall be deemed to be common expenses collectible from Owners of all the Lots and Units, including such acquirer, its successors and assigns.

Section 9. Capitalization of Association; Working Capital Fund.

(a) Capitalization of Association; Working Capital Fund. In conjunction with the acquisition of record title to any Lot or Unit by the purchaser thereof, other than the Declarant or a Builder, a contribution shall be made by or on behalf of the purchaser at the closing of the purchase of any Lot or Unit to the working capital of the Association in an amount as determined in the Board's discretion, but in any event, shall not be greater than an amount that is equal to the twice the annual Base Assessment

per Lot or, for Units, no more than an amount that is equal to twice the annual Base Assessment per Unit plus twice the annual Townhome Assessment per Unit, as determined by the Board for the year in which the respective closing occurs. This amount shall not be considered an advance payment on the Base Assessment or Townhome Assessment and shall be deposited into the purchase and sales escrow and disbursed therefrom to the Association for use to cover capital and operating expenses, capital repairs or improvements, and other expenses incurred by the Association or Townhome Association, as applicable, pursuant to the terms of this Declaration and the Bylaws. Moreover, when control of the Association or Townhome Association is transferred from the Declarant to the Owners as provided in the Documents, said fund and any remaining proceeds thereof shall be transferred to the Association or Townhome Association, as applicable, to be used for the same aforementioned purposes.

Section 10. Exempt Property. Notwithstanding anything to the contrary herein, all Common Area and property dedicated or otherwise conveyed to and accepted by any governmental authority or public entity, shall be exempt from payment of Assessments.

Section 11. Obligation of Declarant and Builders for Assessments. With respect to any Lots owned by the Declarant, no Assessments shall be levied on such Lots and Unit until such Lots and Units are conveyed to a third-party purchaser that is not holding the property for development or construction of Units and other improvements thereon. However, until the expiration of the Class "B" Control Period, the Declarant shall be obligated for the difference between the amount of Assessments levied on all Lots and Units subject to assessment and the amount of actual expenditures required to operate the Association and Townhome Association during the fiscal year, and any such payments by Declarant shall be considered a subsidy to the Association and Townhome Association (a "Subsidy"). Any Subsidy may be treated, in the Declarant's discretion, as either (i) a voluntary contribution, (ii) a prepayment of Assessments due from the Declarant for unsold Lots and Units owned after the expiration of the Class "B" Control Period, if any, or (iii) a loan from the Declarant to the Association or Townhome Association. A Subsidy may be evidenced by one or more promissory notes from the Association or Townhome Association in favor of the Declarant.

In addition, no Assessments shall be levied on Lots or Units owned by the Declarant or any other Builder until the date that the Lot or Unit is conveyed from such Builder to a third-party purchaser holding title to the Lot or Unit for purposes permitted herein other than the development and construction of a Unit and other improvements thereon.

Section 12. Transfer Fees. In conjunction with the acquisition of record title to a Lot or Unit by the purchaser thereof, other than the Declarant or any Builder, a reasonable one-time contribution shall be made by or on behalf of the purchaser at the closing of the purchase of the Lot or Unit to the management company or Association or Townhome Association, as applicable, to cover certain administrative costs related to establishing the new Owner's account with the Association or Townhome Association.

Article XI
Architectural Standards

No Owner, occupant of an Owner's Lot or Unit, or any other Person, other than the Declarant, may: (i) make any exterior change, alteration, modification, or construction on a Lot, Unit or its Private Elements; (ii) erect, place or post any thing or object which may affect the appearance of a Lot, Unit or its Private Elements; or (iii) change the grade or slope of a Lot or Unit Pad or Private Element without first obtaining the written approval of the Architectural

Review Committee. Further, Unit Owners may not alter (increase or decrease) the size of the deck or patio of the Unit without the written approval of the Architectural Review Committee. The Board of Directors shall have the authority and standing, on behalf of the Association and Townhome Association, to enforce in courts of competent jurisdiction decisions of the Architectural Review Committee established in Section 1 of this Article XI. This Article may not be amended without the Declarant's written consent so long as the Declarant owns any land or Lot or Unit subject to this Declaration or subject to annexation to this Declaration.

The Declarant at the time of sale and/or the plat is recorded for each phase/section of Belle Arbor has the right to establish additional restrictions and/or design-standards with respect to the Units or improvements constructed upon the Lots in that particular phase/section of Belle Arbor.

Section 1. Architectural Review Committee. The Architectural Review Committee ("ARC") shall have exclusive jurisdiction over all original construction on any portion of the Development Property as well as modifications, additions, or alterations made on or to existing Common Elements, Units, Private Elements, Lots or structures and improvements thereon, as well as the Common Areas. The ARC shall prepare and, on behalf of the Board of Directors, shall promulgate design and development guidelines and application and review procedures (the "Architectural Guidelines"). Any amendments to the Architectural Guidelines shall be prospective only and shall not apply to require modifications to or removal of structures previously approved once the approved construction or modification has commenced. Copies shall be available from the ARC for review. The Architectural Guidelines shall be those of the Association and Townhome Association, and the ARC shall have sole and full authority to prepare and to amend the Architectural Guidelines). A copy of the Architectural Guidelines, as well as any amendment, supplement, or modification thereto, shall be provided to all Owners, including any Builders, and developers who seek to engage in development of or construction upon all or any portion of the Development Property, and such Owners, Builders and developers shall conduct their operations strictly in accordance therewith.

Until one hundred (100%) percent of the Lots and Units with respect to all phases as shown on the master plan of the Development Property, as may be revised or amended from time to time, have been developed and conveyed to purchasers in the normal course of development and sale, the Declarant retains the right to appoint all members of the ARC, which shall consist of at least three (3), but no more than five (5), persons. There shall be no surrender of this right prior to that time except in a written instrument in recordable form executed by Declarant. Upon the expiration of such right, the Board of Directors shall appoint the members of the ARC.

In addition to the foregoing, plans and specifications showing the nature, kind, shape, color, size, materials, and location of any initial construction, modifications, additions, or alterations, for all Units or improvements on the Lots, including, but not limited to, any structure, building, fence, wall, driveway, path, or landscaping shall be submitted, prior to any construction, to the ARC for its written approval as to quality of workmanship and design and as to harmony of external design with existing structures, location in relation to surrounding structures, topography, and finish grade elevation. The Board, the ARC, or the Association may establish a reasonable processing and review fee related to the consideration of any submitted architectural review requests. No permission or approval shall be required to repaint in accordance with an originally approved color scheme, or to rebuild in accordance with originally approved plans and specifications. Nothing contained herein shall be construed to limit the right of an Owner to remodel the interior of the residence located within such Owner's Unit or upon such Owner's Lot, or to paint the interior of such Owner's residence any color desired. In the event that the ARC fails to approve

or to disapprove such plans or to request additional information reasonably required within sixty (60) days after submission, the plans shall be deemed approved, unless such construction, modification or improvement otherwise is in violation of the Declaration, the Bylaws, the Architectural Guidelines, the Association's rules and regulations, or applicable zoning ordinances.

The ARC shall be the sole arbiter of the application and may withhold approval for any reason whatsoever, including purely aesthetic considerations. The Association, acting through the Board shall be entitled to stop any construction or modification which is not in conformance with approved plans. In the event that the ARC disapproves any application or part thereof, an Owner shall have the right to appeal the ARC's decision to the Board of Directors, in writing by certified mail. Said notice of appeal must be received by the Board within fourteen (14) days from the date of the ARC's notice to Owner of its decision, otherwise the decision of the ARC shall be final. The Board shall rule on the appeal with thirty (30) days of receiving written notice requesting an appeal from the Owner; and all decisions of the Board shall be final.

Neither the Board nor the ARC shall bear any responsibility for ensuring the design, quality, structural integrity or soundness of approved construction or modifications, nor for ensuring compliance with building codes, zoning regulations and other governmental requirements. Neither the Declarant, Association, the Board, the ARC or any member of any of the foregoing shall be held liable for any injury, damages or loss arising out of the manner, design, or quality of approved construction on or modifications to any Lot or Unit, nor may any action be brought against the Declarant, Association, the Board, the ARC, or any member thereof, for any such injury, damage or loss.

Section 2. No Waiver of Future Approvals. The approval of the ARC of any proposals or plans and specifications or drawings for any work done or proposed, or in connection with any other matter requiring the approval and consent of such Committee, shall not be deemed to constitute a waiver of any right to withhold approval or consent as to any similar proposals, plans and specifications, drawings, or matters whatsoever subsequently or additionally submitted for approval or consent.

Section 3. Variance. The ARC may authorize variances from compliance with any of the provisions of its guidelines and procedures when circumstances such as topography, natural obstructions, hardship, aesthetic, or environmental considerations require, but only in accordance with duly adopted rules and regulations. Such variances may only be granted, however, when unique circumstances dictate and no variance shall (a) be effective unless in writing, (b) be contrary to the restrictions set forth in the body of this Declaration, or (c) estop the Committee from denying a variance in other circumstances. For purposes of this Section, the inability to obtain approval of any governmental agency, the issuance of any permit, or the terms of any financing shall not be considered a hardship warranting a variance.

Section 4. Enforcement of Architectural Standards. Any construction, alteration, or other work done in violation of this Article, the Declaration, the Bylaws, the design standards or any applicable zoning ordinances, codes, or regulations shall be deemed non-conforming, and upon written request from the Board, such non-conforming construction, alteration, or other work shall be removed at the sole expense of the Owner and the Lot or Unit shall be restored to substantially the same condition as existed prior to such construction, alteration or work. Should the Owner fail to do so, the Board or its designees shall have the right, in addition to other remedies provided under Article IX of the Declaration as well as the rules and regulations of the Association and Townhome Association, to enter the Lot or Unit and remove the violation and restore the Lot or Unit, or obtain a court order compelling the violating Owner to do so. All costs thereof, including reasonable attorney's fees, may be assessed against such Lot or Unit, regardless of whether or not litigation is filed. The remedies under this Section 5 shall be in addition to, and not in substitution for, any other remedies provided under the Documents, or at law or in equity.

Article XII
Use Restrictions

Section 1. Signs and Flagpoles. No sign of any kind shall be erected or placed within the Development Property without the written consent of the Board of Directors, except (i) that an Owner may place one (1) sign on such Owner's Lot or Private Element advertising the sale thereof and (ii) as otherwise permitted under Article XIV with respect to Declarant and Builders. Notwithstanding the foregoing, the Board of Directors shall have the right to erect signs as it, in its sole discretion, deems appropriate. No flagpoles shall be erected on any Lot or Private Element, except for Lots or Units owned by the Declarant or any Builder where Units or Improvements located thereon are used as models and sales offices or trailers. To the extent that any of the foregoing provisions of this Section 1, provisions of the Architectural Guidelines adopted by the ARC, or rules and regulations adopted by the Board with respect to flagpoles is not permitted under the "Freedom to Display the American Flag Act of 2005" as codified under 4 U.S.C. § 5 (Executive Order 10834, Section 3), as amended, or any other applicable federal, state, or local laws, such provisions of the applicable Documents shall be interpreted so as to be in compliance with such applicable laws.

Section 2. Parking and Garages. All vehicles must be parked in garages, designated parking spaces, or other areas authorized in writing by the Board. No owner or occupant shall keep vehicles parked on street(s) for a period of more than forty-eight (48) hours at a time. Vehicles shall not be parked on any lawn, Private Element, yard, private street or alley. There shall also be designated parking spaces located upon the Common Area, which shall be utilized for guest parking as well as special parking permits issued by the Board. Parking upon any public streets or dedicated right-of-ways of the Development Property shall be in compliance with applicable laws, ordinances, codes, and regulations of Nashville Metro Davidson County. The Board may also adopt reasonable rules and regulations regarding parking within the Development Property, which shall be in compliance with this section.

Garage doors shall remain closed at all times, except for necessary use, ingress, and egress. Each garage should be maintained in such a manner that parking for the maximum number of motor vehicles for which it was originally designed to hold is allowed and possible with the exception of a garage temporarily converted to a sales center by the Declarant or any Builder.

No vehicle that does not have a current license tag or is inoperable may be parked on or within the Development Property. In addition, no vehicle may be parked upon or within any portion of the Development Property for a period of thirty (30) consecutive days or more without being driven during said period, unless prior written permission has been obtained from the Board of the Association. Boats, trailers, jet-skis and trailers for same, panel trucks, buses, trucks with a load capacity of one (1) ton or more, vans (excluding vans used by handicapped persons, mini-vans or sport utility vehicles used as passenger vehicles and receiving a "cars' or "passenger vehicle" classification by the Tennessee Department of Motor Vehicles), recreational vehicles (including, without limitation, RVs, campers, and motor homes), vehicles used primarily for commercial purposes, and vehicles with commercial writings on their exteriors are also prohibited from being parked upon any portion of the Development Property, except in areas, if any, that may be designated by the Board as parking areas for particular types of vehicles. Notwithstanding the above, trucks, vans, commercial vehicles and vehicles with commercial writings on their exteriors shall be allowed temporarily on the Common Area during normal business hours for the purpose of serving any Lot or Unit or the Common Area; provided, however, no such vehicle shall remain on the Common Area overnight or for any

purpose unless prior written consent of the Board is first obtained. Notwithstanding any provision to the contrary above, all emergency response and local, state, and federal law enforcement vehicles may be parked on the Development Property so long as they are either owned by an Owner or occupant or they are parked on the Development Property in furtherance of emergency response or law enforcement purposes.

If any vehicle is parked on any portion of the Development Property in violation of this subsection or in violation of the Association's rules and regulations, a Board member or other agent of the Association may place a notice on the vehicle specifying the nature of the violation and stating that after twenty-four (24) hours the vehicle may be towed or booted. The notice shall include the name and telephone number of the person or entity that will do the towing or booting and the name and telephone number of a person to contact regarding the alleged violation. If twenty-four (24) hours after such notice is placed on the vehicle the violation continues or thereafter occurs again within six (6) months of such notice, the Board or other agent of the Association may have the vehicle towed or booted in accordance with the notice, without further notice to the Owner or user of the vehicle. If a vehicle is parked in a fire lane or a space designated for handicapped parking, is blocking another vehicle or access to another parking space, is obstructing the flow of traffic, is parked in a parking space which has been assigned as exclusively serving another Lot or Unit, or otherwise creates a hazardous condition or is an obstruction to the safety or health of other persons on the Development Property, no notice shall be required and the Board or agent of the Association may have the vehicle towed immediately. If a vehicle is towed or booted in accordance with this subsection or if a vehicle is seized or towed by any other Person that is not an employee or agent of the Association, then neither the Association nor any officer or agent of the Association shall be liable to any person for any claim of damage as a result of the seizure or towing activity. Also, the Association, and its officers or agents, shall not be liable for any vehicle that is stolen or otherwise unlawfully removed from property within the Development Property by a third party. Notwithstanding anything to the contrary herein, the Board may elect to impose fines or use other available sanctions under the rules and regulations or remedies at law or in equity, rather than exercise its authority to tow or boot.

Section 3. Occupants Bound. All provisions of the Documents which govern the conduct of Owners and which provide for sanctions against Owners shall also apply to all occupants, guests and invitees of any Owner.

Section 4. Animals and Pets. No animals, reptiles, rodents, livestock, birds, fish or poultry of any kind shall be raised, bred, or kept in or on any portion of the Development Property, except as otherwise provided below. Dogs, cats, or other usual and common household pets not to exceed a total of three (3) may be permitted with respect to each Lot or Unit. Pets are not permitted to roam free, and in the sole discretion of the Association, any pets which endanger the health, make objectionable noise, or constitute a nuisance or inconvenience to the Owners of other Lots or Units, or the owner of any portion of the Development Property, shall be removed upon request of the Board. If the Owner fails to honor such request, the pet may be removed by the Board and turned over to the appropriate agency for keeping or disposal. No pets shall be kept, bred, or maintained for any commercial purpose. Dogs which are household pets shall at all times whenever they are outside a residence be confined on a leash held by and under the physical control of a responsible person. Local laws governing leashing, control, etc., of animals shall apply to the residents of Belle Arbor. Homeowners shall be responsible to clean-up after their pet. Any Owner or occupant who keeps or allows any pet on a portion of the Development Property shall be deemed to have indemnified and agreed to hold the Association, its, directors, officers, and agents free and harmless

from any loss, claim, or liability of any kind or character whatever arising by reason of keeping, maintaining, or allowing such pet within the Development Property.

Section 5. Governmental Laws and Nuisance. No portion of the Development Property shall be used, in whole or in part, in violation of any applicable local, state, or federal laws, statutes, regulations, codes, or ordinances ("Governmental Laws"). In the event that any provision of applicable Governmental Laws conflicts with the provisions of this Declaration, the more restrictive provision shall apply.

No portion of the Development Property shall be used, in whole or in part, for the storage of any property or thing that will cause it to appear to be in an unclean or untidy condition or that will be obnoxious to the eye. Moreover, no substance, thing, or material shall be kept upon any portion of the Development Property that will emit foul or obnoxious odors or that will cause any noise or other condition that will or might disturb the peace, quiet, safety, comfort, or serenity of the occupants of surrounding property. No noxious or offensive activity shall be carried on upon any portion of the Development Property, nor shall anything be done thereon tending to cause embarrassment, discomfort, annoyance, or nuisance to any person using any portion of the Development Property. There shall not be maintained any plants or animals or device or thing of any sort whose activities or existence in any way is noxious, dangerous, unsightly, unpleasant, or of a nature as may diminish or destroy the enjoyment of Development Property.

Section 6. Unsightly or Unkempt Conditions. It shall be the responsibility of each Owner to prevent the development of any unclean, unhealthy, unsightly, or unkempt condition on his or her Lot, Unit or Private Element. The pursuit of hobbies or other activities, including specifically, without limiting the generality of the foregoing, the assembly and disassembly of motor vehicles and other mechanical devices which might tend to cause disorderly, unsightly, or unkempt conditions, shall not be pursued or undertaken on any part of the Development Property.

Section 7. Basketball Goals, Clotheslines, Garbage Cans, Irrigation Systems.

(a) No clothes lines, above-ground tanks, and other similar items shall be placed, allowed or maintained upon any portion of the Development Property, including any Lot or Private Element. Lot and Unit Owners shall dispose of rubbish, trash, and garbage in shared dumpsters located on the Development Property. Lot and Unit Owners shall not keep garbage cans and trash receptacles outside of Lots or Units. All rubbish, trash, and garbage shall be regularly removed from the Development Property and shall not be allowed to accumulate thereon.

(b) Portable basketball hoops, backboards and poles will be allowed under the following conditions: (1) the portable basketball hoop, backboard and pole must be taken down and stored out of site when not in actual use; (2) the portable basketball hoop, backboard and pole cannot remain up overnight and must be stored out of site; (3) the above mentioned basketball equipment can be used between the hours of eight (8) a.m. and ten (10) p.m. only; and (4) the portable basketball equipment must be set up and used as far away as feasibly possible from the adjacent Lots or Units. Permanent basketball shall not be permitted to be installed upon any Lot or Private Element within the Development Property, unless prior approval has been obtained from the ARC. Basketball hoops attached or affixed to the residence shall not be permitted upon any portion of the Development Property.

Section 8. Guns. The discharge of firearms within the Development Property is prohibited. The term "firearms" includes "B-B" guns, pellet guns, and other firearms of all types.

Section 9. Lighting. Except for seasonal decorative lights, which may be displayed between Thanksgiving and January 10 only, all exterior lights must be approved in accordance with Article XI of this Declaration.

Section 10. Leasing. Intentionally Omitted

Section 11. Amenities. Any amenities (including, but not limited to parks, playground equipment, and/or walking trails) provided by the Association or erected within the Development Property, if any, shall be used at the risk of the user, and the Association shall not be held liable to any person for any claim, damage, or injury occurring thereon or related to use thereof. The Board may promulgate additional rules and regulations governing the use of such amenities.

Section 12. Residential Use Only. Each Lot and Unit shall be used for residential purposes only and no trade or business may be conducted in or from any Lot or Unit located within Belle Arbor, except that an Owner, or lessee or other occupant of a residence, may conduct business activities within the residence so long as: (a) the existence or operation of the business activity is not apparent or detectable by sight, sound or smell from outside the residence; (b) the business activity conforms to all zoning requirements for the Development Property; (c) the business activity does not involve persons coming onto the Development Property who do not reside in the Development Property or door-to-door solicitation of residents of the Development Property, provided however, this provision shall not preclude delivery of materials or items by U S Postal delivery or by other customary parcel delivery services (UPS, Fed Ex, etc.); and (d) the business activity is consistent with the residential character of the Development Property and does not increase traffic, does not increase insurance premiums paid by the Association or otherwise negatively affect the ability of the Association to obtain insurance coverage, and does not constitute a nuisance, or a hazardous or offensive use, or threaten the security or safety of other residents of the Development Property, as may be determined in the sole discretion of the Board.

The terms "business" and "trade", as used in this provision, shall be construed to have their ordinary, generally accepted meanings, and shall include, without limitation, any occupation, work or activity undertaken on an ongoing basis which involves the provision of goods or services to persons other than the provider's family and for which the provider receives a fee, compensation, or other form of consideration, regardless of whether: (i) such activity is engaged in full or part-time; (ii) such activity is intended to or does generate a profit; or (iii) a license is required therefore. Notwithstanding the above, the leasing of a Unit, or residence located on a Lot in accordance with Section 10 of this Article or the leasing of a model Unit, model home or a sales trailer on a Lot by the Declarant or a Builder shall not be considered a trade or business within the meaning of this section.

Section 13. Garage Sales. No garage sale, yard sale, or similar activity shall be conducted in the Development Property without prior approval of the Board. The Board may additionally permit Development Property garage sale or yard sale days.

Section 14. Antennas and Satellite Dishes. All television antennas, satellite dishes, dishes which receive video programming services via multipoint distribution services and any other device used for the reception of television broadcast signals, direct broadcast satellite services or multi-channel multipoint distribution (wireless cable) services must be twenty-four (24) inches or less in diameter, must be located to the rear of the Unit or Private Element or residence located

on the Lot and not visible from the street (unless such location would preclude reception of an acceptable quality signal) and may not be affixed to any portion of the Common Areas. Television antennas must be located to the rear of the roof ridgeline, cable or centerline of the principal dwelling. Freestanding antennas must be attached to and located behind the rear wall of the main residential structure. No antenna may be erected on a wooden pole. Any deviation from this policy must be approved in advance by the Board of Directors. To the extent that any of the foregoing provisions of this Declaration or provisions of the rules and regulations adopted by the Board with respect to satellite dishes and antennas is not permitted under the Federal Communications Commission ("FCC") rules and regulations, the remaining portion of this Section 14 shall survive independently to the extent permissible under the FCC rules and regulations.

Section 15. Swimming Pools. Swimming pools, whether above or below ground, shall not be constructed or placed upon any Lot or Private Element within the Development Property.

Section 16. Tents, Trailers and Temporary Structures. Except as otherwise permitted with respect to the Declarant and Builders under Article XIV hereunder, no tent, utility, shed, shack, trailer or other structure of a temporary nature shall be placed upon a Lot, Private Element, or any part of the Development Property.

Section 17. Drainage and Septic Systems. Catch basins and drainage areas are for the purpose of natural flow of water only. No obstructions or debris shall be placed in these areas. No Person other than Declarant may obstruct or rechannel the drainage flows after location and installation of drainage swales, storm sewers, or storm drains. Septic systems are prohibited upon or within the Development Property.

Section 18. Subdivision of Lot or Unit. No Lot, Unit, Unit Pad or Private Element shall be subdivided or its boundary lines changed except with the prior written approval of: (a) the Board of Directors of the Association or Townhome Board, as applicable, whose approval shall not be unreasonably withheld or delayed, and (b) the local governmental authorities. Declarant, however, hereby expressly reserves the right to replat any Lot(s) or Unit Pad(s) owned by Declarant. Any such division, boundary line change, or replatting shall not be in violation of the applicable subdivision and zoning regulations. Moreover, any two or more Lots that are combined into one or more Lots or Units by Owners, other than the Declarant, shall continue to be responsible for the Base Assessments and Special Assessments allocated to said Lots or Units as if the combination of Lots or Units had not taken place.

Section 19. Playground Equipment. All playground equipment located upon the Lots or Private Elements, including but not limited to, swingsets, slides, seesaws, playhouses, and/or climbing apparatuses, shall be maintained in good condition, constructed of natural wood, and finished with a natural wood exterior surface, and shall be approved by the ARC prior to installation. No painted wood finish, predominately plastic or metal structures shall be allowed. Any allowable playground equipment must be hidden as much as possible from the street view and from the view of adjoining Owners.

Section 20. Sight Distance at Intersections. All property located at street intersections shall be landscaped so as to permit safe sight across the street corners. No fence, wall, hedge, or shrub planting shall be placed or permitted to remain where it would create a traffic or sight problem.

Section 21. Artificial Vegetation; Yard and/or Outdoor Decorations. No artificial

vegetation shall be permitted on the exterior of any portion of the Development Property. No decorative appurtenances, including, but not limited to, sculptures, birdhouses, birdbaths, fountains or other similar decorative embellishments shall be placed on or in any front yard or on any part of a Lot or Private Element visible from any street or other Lot, unless the placement and design of such embellishments has been approved by the ARC pursuant to the provisions of Article XI.

Article XIII
Mortgagee Provisions

The following provisions are for the benefit of holders of first Mortgages on Lots or Units in the Development Property. The provisions of this Article apply to both this Declaration and to the Bylaws, notwithstanding any other provisions contained therein.

Section 1. Notices of Action. A Mortgagee shall be entitled to timely written notice of:

(a) any condemnation loss or any casualty loss which affects a material portion of the Development Property or which affects any Lot or Unit on which there is a Mortgage held, insured, or guaranteed by such eligible holder;

(b) any delinquency in the payment of Assessments or charges owed by an Owner of a Lot or Unit subject to the Mortgage of such eligible holder, where such delinquency has continued for a period of sixty (60) days; provided, however, notwithstanding this provision, any Mortgagee, upon request, is entitled to written notice from the Association or Townhome Association of any default in the performance by an Owner of a Lot or Unit of any obligation under the Declaration or Bylaws of the Association or Townhome Association which is not cured within sixty (60) days;

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

(d) any proposed action which would require the consent of a specified percentage of Mortgagees.

Section 2. No Priority. No provision of this Declaration or the Bylaws gives or shall be construed as giving any Owner or other party priority over any rights of a Mortgagee of any Lot or Unit in the case of distribution to such Owner of insurance proceeds or condemnation awards for losses to or a taking of the Common Area or Common Elements.

Section 3. Notice to Association or Townhome Association. Upon request, each Owner shall be obligated to furnish to the Association or Townhome Association the name and address of the holder of any Mortgage encumbering such Owner's Lot or Unit.

Section 4. Amendment by Board. Should the U.S. Department of Housing and Urban Development/Federal Housing Administration, Federal National Mortgage Association or the Federal Home Loan Mortgage Corporation subsequently delete any of their respective requirements which necessitate the provisions of this Article or make any such requirements less stringent, the Board, without approval of the Owners, may cause an amendment to this Article to be recorded to reflect such changes.

Section 5. Applicability of Article XIII. Nothing contained in this Article shall be construed to reduce

the percentage vote that must otherwise be obtained under the Declaration, Bylaws, or Tennessee law for any of the acts set out in this Article.

Section 6. Failure of Mortgagee to Respond. Any Mortgagee who receives a written request from the Board to respond to or consent to any action shall be deemed to have approved such action if the Association or Townhome Association does not receive a written response from the Mortgagee within sixty (60) days of the date of the Association or Townhome Association's request.

Section 7. Inspection of Books. The Association and Townhome Association shall permit any holder, insurer, or guarantor of a Mortgage with respect to a Lot or Unit, or any Owner to inspect the project documents, including the Documents, as amended, as well as the records, books, and financial statements of the Association or Townhome Association during normal business hours.

Section 8. Financial Statements. The Association and Townhome Association, if applicable, shall provide any holder, insurer, or guarantor of a Mortgage with respect to a Lot or Unit which submits a written request with a copy of an annual financial statement within one hundred twenty (120) days following the end of each fiscal year of the Association or Townhome Association, and any cost associated with the preparation of said financial statement shall be borne by said holder, insurer, or guarantor of the Mortgage.

Section 9. Conformity with Federal Guidelines. Notwithstanding anything to the contrary contained in the Declaration and Bylaws, all terms, conditions, and regulations now existing, or which may be promulgated from time to time, by the U.S. Department of Housing and Urban Development/Federal Housing Administration, Federal National Mortgage Association or the Federal Home Loan Mortgage Corporation pertaining to planned unit developments are hereby incorporated as terms and conditions of this Declaration and such shall be governing upon the Development Property, so long as such conditions are not inconsistent with the laws of the State of Tennessee and do not impinge on any substantial property rights of individual Owners.

Section 10. Conflicts. This Article XIII is supplemental to, and not in substitution for, any other provisions of the Declaration, but in the case of conflict, the provisions of this Article XIII shall control.

Article XIV
Declarant's Rights

Section 1. Any or all of the special rights and obligations of the Declarant set forth in this Declaration or its Bylaws may be transferred or assigned in whole or in part to any other Person, provided that the transfer shall not reduce an obligation nor enlarge a right beyond that contained herein, and provided further, no such transfer shall be effective unless it is in a written instrument signed by the Declarant and duly recorded in the Register's Office of Davidson County, Tennessee.

Notwithstanding any provisions contained in the Declaration to the contrary, so long as construction and the initial sale of Lots and Units shall continue, it shall be expressly permissible for Declarant, and any Builder to maintain and carry on upon portions of the Development Property, including any Lot or Unit, such facilities and activities as, in the sole opinion of Declarant, may be reasonably required, convenient, or incidental to the construction or sale of such Lots or Unit, including, but not limited to, business offices, signs, model homes, and sales offices or trailers, and the Declarant and such Builder(s) shall have an easement for access to

such facilities. The right to maintain and carry on such facilities and activities shall include specifically the right of Declarant to use designated portions of the Common Area and Lots or Unit owned by the Declarant and the right of any Builder to use Lots or Unit owned by Builder, as models and sales offices or trailers, respectively.

No Person shall (1) institute legal or equitable proceedings involving the alleged defective design or construction of any Unit, structure, or improvement within the Development Property or (2) retain an expert for the purpose of inspecting the design or construction of any Unit, structure, or improvement within the Development Property in connection with or in anticipation of any potential or pending claim, demand, or litigation involving such design or construction, unless Declarant and the respective Builder have been first notified in writing and given an opportunity to meet with the Owner of the Lot or Unit to discuss the Owner's concerns and conduct their own inspection(s). Declarant and the respective Builder(s) reserve the right for themselves and others designated to inspect, monitor, test, redesign and correct any Unit, improvement or condition which may exist on any portion of the Development Property, including the Lots, Units and Common Area, and a perpetual easement of access through the Development Property for such purposes. No entry into a Unit shall be permitted without the express consent of the Owner. Any Person exercising this right shall promptly repair, at such Person's expense, any damage resulting from the exercise thereof.

So long as Declarant continues to have rights under this paragraph, no Person shall record any declaration of covenants, conditions and restrictions, or similar instrument affecting any portion of the Development Property without Declarant's review and written consent thereto, and any attempted recordation without compliance herewith shall result in such declaration of covenants, conditions and restrictions, or similar instrument being void and of no force and effect unless subsequently approved by recorded consent signed by the Declarant.

Section 2. This Article may not be amended, and the rights contained herein may not be terminated, waived, or released, without the express written consent of the Declarant and any Builder, as long as such Builder(s) owns any Lots or Units within the Development Property.

ARTICLE XV
Professional Management

The Association and Townhome Association may, but shall not be required to, hire a professional management agent or agents, at a reasonable compensation established by the Board or Townhome Board, to perform such duties and services as the Board of Directors or Townhome Board shall authorize. Except for agreements entered into with the Declarant during the Class "B" Control Period, any agreement for professional management of the Development Property and Association or Townhome Association shall not have a term greater than three (3) years.

Article XVI
Non-liability of Declarant

The Declarant is the developer of the Development Property with respect to the residential project contemplated herein. However, Declarant may sell all or portions of the Development Property to other parties for purposes of constructing Units or individual residences to be located on the Lots. Consequently, all Owners acknowledge and affirm that the Declarant shall not be liable for any claims or causes of action of any kind whatsoever in law or in equity arising from or in any way relating to the construction of Units or improvements

upon the Lots that was performed by parties other than Declarant, its agents, employees, subsidiaries or other affiliated entities.

To the extent that a claim(s) may be asserted against the Declarant or its affiliates by the Association, Townhome Association or by Owners with respect to the design, construction, sale, maintenance, habitability or, condition of any Lots, Units, Limited Common Elements or the Common Areas of the Development, said claim(s) shall be resolved by a final and binding arbitration hearing conducted in Nashville, Tennessee by a panel of no more than three (3) arbiters with a company actively involved in the dispute resolution business and mutually agreeable to all parties, but if no agreement can be reached, then the hearing will be conducted by a company chosen by the Declarant. The Association and Townhome Association are hereby authorized to act as the exclusive representative of all Owners in asserting any such claims and causes of action relating to the Common Areas of Belle Arbor. Each Owner does hereby appoint the Association or Townhome Association, if applicable, to exclusively act as its power of attorney (which power shall be irrevocable) with respect to the above-referenced claims and causes of action including the right to compromise and settle the same. No Owner shall assert a claim or cause of action relating to the Common Areas except through the Association. Any arbitration award may be confirmed and enforced in any court of competent jurisdiction, and the legal principles of *res judicata* and collateral estoppel shall be applicable to any arbitration award. Any attempt by any such person or entity to enforce this arbitration provision shall constitute conclusive evidence of its intent to be bound hereby. Any portion of this provision that may be held to be unenforceable shall be severable from the balance of this provision so that the remainder of this provision shall remain in full force and effect.

Article XVII
Easements

In addition to, and without limitation of, any other easements or rights reserved elsewhere in this Declaration, the following rights and easements are hereby reserved:

Section 1. Easements for Utilities, etc. There is hereby reserved unto Declarant and any Builder, so long as the Declarant and such Builder(s) owns any property described on Exhibit "A" or any Additional Property subsequently annexed to the Development Property, the Association, the Townhome Association, and the designees or grantees of each (which may include, without limitation, Nashville, Tennessee, Davidson County, Tennessee, Nashville Electric Service, Metro Public Works Water and Sewer Department, and any other public or private utility), blanket easements upon, across, over, and under all, or a portion, of the Common Areas and over the Lots, and any Units located thereon, for ingress, egress, installation, replacing, altering, repairing, and maintaining cable television systems, master television antenna systems, security, and similar systems, roads, walkways, bicycle pathways, drainage systems, street lights, signage, and all utilities, including, but not limited to, water, sewers, meter boxes, telephones, HVAC systems, gas, and electricity. Notwithstanding anything to the contrary contained in this Article, no sewers, electrical lines, water lines, or other utilities may be installed or relocated on the Development Property except as may be approved by the Association's Board of Directors or Townhome Board, as applicable, or as provided by Declarant, or any Builder with respect to utilities to be installed or located upon such Builder's Lot(s), Unit(s) or Unit Pad(s). Within these easements, no structure, planting, or other materials shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may change the direction of flow of drainage channels in the easements, or which may obstruct or retard the flow of water through drainage channels in the easements. Any portion of Belle Arbor property that has been subjected to, or encumbered by, easements granted pursuant

to this Declaration or as shown on the Plat(s) for Belle Arbor shall be maintained by, and at the expense of, the Association. Should any entity furnishing a service covered by the general easements herein provided request a specific easement by separate recordable document, the Board of Directors shall have the right to grant such easement on said Development Property without conflicting with the terms hereof. The easements provided for in this Article shall in no way adversely affect any other recorded easement on the Development Property.

Section 2. Declarant and Builder Easements. (a) Until completion of Declarant's intended development of the Property, an easement is reserved to the Declarant for signage and ingress and egress generally across the Property, including any Lot or Private Element, at reasonable places, for the purpose of completing Declarant's intended development of the Properties, provided that said easement shall be reasonable and shall not interfere with the construction of Units or improvements on a Lot nor the use and enjoyment of a Unit or Lot by an Owner. Declarant, any Builder, the Townhome Association and the Association also reserve any and all easements reasonably required to allow completion, repair and maintenance of any and all utility areas, or improvements. Declarant hereby grants and conveys to any Builder an easement for ingress and egress generally across the Properties reasonably required to allow completion, repair and maintenance of any and all utility areas or improvements upon any Unit Pads or Lots owned by Builder. In addition, Declarant hereby grants and conveys to any Builder a temporary construction easement, 5 feet in width along the side yard boundary lines of any Lot or Unit Pad for the purpose of facilitating home construction on an adjacent Lot or Unit Pad owned by such Builder (the "Builder Construction Easement"), which temporary construction easement shall automatically terminate upon the issuance of a certificate of occupancy for the Unit constructed on the adjacent Lot or Unit Pad by Builder. Builder shall indemnify, defend, and hold harmless the Declarant, the Townhome Association, the Association, and the Owner upon whose Lot or Unit Pad the Builder Construction Easement is located from and against any and all claims, damages, demands, penalties, costs, liabilities, losses, and expenses (including reasonable attorneys' fees and expenses at the trial and appellate levels) that may result from Builder's use of the Builder Construction Easement.

(b) Until completion of Declarant's intended development of the Property, an easement is reserved to the Declarant to enter the Common Areas and to maintain thereon such facilities and perform such operations as in the sole opinion of the Declarant may be reasonably required, convenient or incidental to the intended development of the Property by the Declarant.

(c) Until the expiration of the Class "B" Control Period, Declarant may grant such easements over and across the Common Areas and/or any Unit Pads and Lots owned by Declarant as in the sole opinion of the Declarant may be reasonably required, convenient or incidental to the intended development of the Development Property by the Declarant.

Section 3. Easements for Maintenance, Repair, Emergency, and Other Purposes. A perpetual nonexclusive easement is granted and reserved to the Association and Townhome Association, its officers, agents, employees, including employees of any management company having a contract with the Association, Townhome Association, police, firemen, ambulance personnel and similar emergency personnel in the performance of their duties, over, across, and upon the Common Area, Unit Pads and the Lots for emergency, security, safety and for other purposes reasonably necessary for proper maintenance, operation and repair of the Development Property, including the maintenance of any utilities for which an easement has been granted, and to prevent damage to the Common Area or any Lot or Unit situated thereon. Except in an emergency situation, entry shall be only during reasonable hours and after notice to the Owner or Occupant. This right of entry shall include the right of the Association or

Townhome Association to enter a Unit Pad, Unit, or Lot to cure any violation of the Documents and any condition which may increase the possibility of a fire or other hazard in the event that an Owner fails or refuses to cure the condition upon request by the Board or Townhome Board. The Association shall have the authority to grant easements over the Common Areas for such other purposes as may be determined by the Association, which do not unreasonably interfere with the Owners' use of the Common Areas.

Section 4. Entrance Signage and Landscaping Easement. The Declarant reserves the right to build the entrance sign(s) and landscaping at the entrance(s) for the Development Property, together with any utility or water lines serving the entrance features. Once constructed, the entrance sign and landscaping and utility or water lines shall become the property of the Association, together with the sole liability for maintenance, repair and replacement thereof. The Declarant reserves all rights of ingress and egress onto said Common Area as may be necessary to construct said entrance sign. Additionally, the Association and Townhome Association, as applicable, shall have an easement over any portion of a Unit Pad or Lot on which any entrance feature, including, but not limited to, the Development Property sign and landscaping are located, including utility and waterlines across the Unit Pad or Lot to the entrance features.

Section 5. Fence Easement. Declarant hereby reserves an easement to itself, any Builder, the Townhome Association, and the Association across any Unit Pad or Lot which borders the perimeter of the Development Property and any Unit Pad or Lot that borders or contains a portion of any water facility, detention pond, or retention pond for the purpose of erecting a fence. The Owner of a Unit or Lot on which any portion of a fence is located shall be responsible for the maintenance and repair of the fence as part of the Owner's maintenance obligation; provided however, the Declarant, Townhome Associaiton or the Association may, but are not obligated to, repair and maintain any fence installed by or on behalf of Declarant or any Builder, and any expenses or costs associated therewith, including reasonable attorney's fees, may be assessed against such Unit or Lot, regardless of whether or not litigation is filed.

Section 6. Encroachment – Common Elements. If any portion 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 the 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.

Article XVIII
General Provisions

Section 1. Term. The covenants and restrictions of this Declaration shall run with and bind the Development Property, and shall inure to the benefit of and shall be enforceable by the Association, Townhome Association or the Owner of any Development Property subject to this declaration, their respective legal representatives, heirs, successors, and assigns, for a term of thirty (30) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years, unless an instrument in writing, signed by a majority of the then Owners, has been recorded within the year preceding the beginning of each successive period of ten (10) years, agreeing to change said covenants and restrictions, in whole or in part, or to terminate the same, in which case this Declaration shall be

modified or terminated as specified therein.

Section 2. Amendment.

(a) Prior to the conveyance of the first Lot or Unit, Declarant may unilaterally amend this Declaration. After such conveyance and except as otherwise provided under Article XIII, Section 4 herein, the Declarant may unilaterally amend this Declaration so long as it has the unilateral right to annex Additional Property pursuant to Article VIII, Section 1 of this Declaration and so long as the amendment has no material adverse effect upon any right of any Owner. Thereafter and otherwise, this Declaration may be amended only by the affirmative vote (in person or by proxy) or written consent, or any combination thereof, of Members representing three-fourths (3/4) of the total votes of the Association, and the written approval of the Class "B" Members so long as the Class "B" membership exists. However, the percentage of votes necessary to amend a specific clause shall not be less than the prescribed percentage of affirmative votes required for action to be taken under that clause.

(b) If an Owner consents to any amendment to this Declaration or the Bylaws, it will be conclusively presumed that such Owner has the authority so to consent and no contrary provision in any Mortgage or contract between the Owner and a third party will affect the validity of such amendment.

(c) No amendment may remove, revoke, or modify any right or privilege of Declarant without the written consent of Declarant or the assignee of such right or privilege.

(d) Notwithstanding any provision to the contrary in this Section 2, amendments of a material nature must be approved by Owners who represent at least sixty-seven (67%) percent of the total allocated votes in the Association, by fifty-one (51%) percent of Mortgagees, and the written approval of the Class "B" Members so long as the Class "B" membership exists. A change to any of the provisions governing the following will be considered an amendment of a material nature:

(1) Voting rights;
(2) Increases in Assessments that raise the previously assessed amount by more than 25%, Assessment liens, or the priority of Assessment liens;
(3) Reductions in reserves for maintenance, repair, and replacement of Common Areas;
(4) Responsibility for maintenance and repairs of the Common Areas;
(5) Convertibility of Units or Lots into Common Areas or vice versa;
(6) Hazard, liability or fidelity insurance requirements;
(7) Restrictions on the leasing of residences located on the Lots or Units;
(8) A decision by the Association to establish self-management if professional management had been required previously by the Declaration, Bylaws, or by a holder of a Mortgage with respect to a Lot or Unit;
(9) Restoration or repair of the project (after damage or partial condemnation) in a manner other than that specified in the Documents;
(10) Any provisions that expressly benefit holders, insurers, or guarantors of a Mortgage with respect to a Lot or Unit.

The failure of a Mortgagee to respond within sixty (60) days after notice of any written request of the Association for approval of an addition or amendment to the Declaration or Bylaws has been provided shall constitute an implied approval of the addition or amendment.

(e) A copy of each amendment shall be certified by the Association as having been duly adopted and shall be effective when recorded in the Register's Office of Davidson County, Tennessee.

Section 3. Indemnification. The Association and Townhome Association shall indemnify every officer, director, and committee member against any and all expenses, including counsel fees, reasonably incurred by or imposed upon such officer, director, or committee member in connection with any action, suit, or other proceeding (including settlement of any suit or proceeding, if approved by the then Board of Directors or Townhome Board, as applicable) to which he or she may be a party by reason of being or having been an officer, director, or committee member of the Association or Townhome Association, as applicable. The officers, directors, and committee members shall not be liable for any mistake of judgment, negligent or otherwise, except for their own individual willful misfeasance, malfeasance, misconduct, or bad faith. The officers and directors shall have no personal liability with respect to any contract or other commitment made by them, in good faith, on behalf of the Association or Townhome Association (except to the extent that such officers or directors may also be Members of the Association), and the Association or Townhome Association, as applicable, shall indemnify and forever hold each such officer and director free and harmless against any and all liability to others on account of any such contract or commitment. Any right to indemnification provided for herein shall not be exclusive of any other rights to which any officer, director, or committee member, or former officer, director, or committee member may be entitled. The Association and Townhome Association shall, as a common expense, maintain adequate general liability and officers' and directors' liability insurance to fund this obligation, if such insurance is reasonably available.

Section 4. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions, which shall remain in full force and effect.

Section 5. Right of Entry. The Association and Townhome Association shall have the right, but not the obligation, to enter in or onto any Unit, Private Elements, or Lot, as well as Improvements located thereon, for emergency, security, and safety, which right may be exercised by the Association's Board of Directors and Townhome Board, officers, agents, employees, managers, and all policemen, firemen, ambulance personnel, and similar emergency personnel in the performance of their respective duties. Except in an emergency situation, entry shall only be during reasonable hours and after reasonable notice to the Owner. This right of entry shall include the right of the Association or Townhome Association to enter in or onto any Unit, Private Elements, or Lot, as well as Improvements located thereon, to cure any condition which may increase the possibility of a fire or other hazard in the event an Owner fails or refuses to cure the condition upon request by the Board or Townhome Board, as applicable.

Section 6. Perpetuities. If any of the covenants, conditions, restrictions, or other provisions of this Declaration shall be unlawful, void, or voidable for violation of the rule against perpetuities, then such provisions shall continue only until twenty-one (21) years after the death of the last survivor of the now living descendants of Elizabeth II, Queen of England.

Section 7. Litigation. No judicial or administrative proceeding shall be commenced or prosecuted by the Association or Townhome Association unless approved by a vote of seventy-five (75%) percent of the Members of the respective association. This Section shall not apply, however, to (a) actions brought by the Association or Townhome Association to enforce the provisions of this Declaration (including, without limitation, the foreclosure of liens), (b) the imposition and collection of Assessments as provided in Article X hereof, (c) proceedings

involving challenges to *ad valorem* taxation, or (d) counterclaims brought by the Association or Townhome Association in proceedings instituted against it. This Section shall not be amended unless such amendment is made by the Declarant or is approved by the percentage votes, and pursuant to the same procedures, necessary to institute proceedings as provided above.

Section 8. Use of the Words "Belle Arbor". No Person shall use the words "Belle Arbor", "Belle Arbor Townhomes" or any derivative thereof in any printed or promotional material without the prior written consent of the Declarant. However, Owners may use the term, "Belle Arbor" or "Belle Arbor Townhomes" in printed or promotional matter where such term is used solely to specify that particular property is located within the Development Property.

Section 9. Disclosures. Each Owner acknowledges the following:

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

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

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

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

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

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

[SIGNATURE PAGES TO FOLLOW]

The foregoing Bylaws are hereby adopted as the Bylaws of **BELLE ARBOR TOWNHOMES OWNERS ASSOCIATION, INC.** by the undersigned as of this the 9 day of October, 2017.

By: _____
Name: _____
Its: Secretary

EXHIBIT "E"

ATTORNEY'S LEGAL OPINION LETTER

[SEE ATTACHED]

ORTALEKELLEY LAW FIRM

Patrick H. Poole
ppoole@ortalekelley.com
Direct: (615) 780-7462

October 9, 2017

Belle Arbor Townhomes
Attn: Brandon Crews
390 Mallory Station Road
Franklin, TN 37067

Re: LEGAL OPINION FOR BELLE ARBOR TOWNHOMES

Dear Mr. Crews:

I am an attorney licensed to practice in the State of Tennessee. Pursuant to Tenn. Code Ann. § 66-27-103(b), this letter shall serve as the requisite attorney's opinion in which I certify that upon the recording of this legal opinion and the following additional documents, all legal requirements for the creation of a Planned Unit Development under the terms of the above-referenced statute will have been met:

1) The Declaration of Covenants, Conditions and Restrictions for BELLE ARBOR TOWNHOMES, a Horizontal Property Regime with Private Elements;

2) Charter of BELLE ARBOR TOWNHOMES HOMEOWNERS ASSOCIATION, INC., a not-for-profit corporation;

3) Bylaws of BELLE ARBOR TOWNHOMES HOMEOWNERS ASSOCIATION, INC., a not-for-profit corporation; and

4) The plat for BELLE ARBOR TOWNHOMES, a Horizontal Property Regime with Private Elements, which plat shows the units, private elements, common elements, and limited common elements.

Should you have any questions, please feel free to contact me.

Very truly yours,

ORTALE KELLEY LAW FIRM

Patrick H. Poole