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Prepared by:
Patrick H. Poole
330 Commerce St, Ste. 110
Nashville, TN 37201

ATION OF COVENANTS CONDITIONS AND RESTRICTIONS FOR 100 THOMPSON A HORIZONTAL PROPERTY REGIME PLANNED UNIT DEVELOPMENT

This Declaration of Covenants, Conditions and Restrictions for 100 THOMPSON, a Horizontal Property Regime Planned Unit Development ("Horizontal Property Declaration"), is made effective as of the 6th day of February, 2018, by 100 Thompson, LLC, a Tennessee limited liability company ("Declarant").

WITNESSETH:

WHEREAS, the Property subject to this Horizontal Property Declaration is certain real property located in DAVIDSON COUNTY, Tennessee (the "Development Property"), more particularly described on Exhibit "A" attached hereto;

WHEREAS, Declarant desires to provide for the protection and preservation of the values, desirability and character of the Development Property;

WHEREAS, the Declarant desires that the Property be eligible for a broad range of permanent financing, including but not limited to, financing programs offered under the provisions of the Federal Housing Administration, Veteran's Administration, Federal National Mortgage Association, and the Federal Home Loan Mortgage Corporation; and,

WHEREAS, Declarant desires to provide a system of administration, operation and maintenance of the Property;

WHEREAS, Declarant desires to submit the Development Property, together with all buildings, structures, improvements and other permanent fixtures of any kind whatsoever hereafter constructed thereon, and all rights and privileges belonging or pertaining thereto, to the provisions of this Horizontal Property Declaration and the Horizontal Property Act of the State of Tennessee codified at Tenn. Code Ann.§ 66-27-101 through 123 (the "Act") in order to establish and construct thereon a horizontal property regime to be known as the "100 THOMPSON", consisting of residential dwellings ("Units"), together with certain buildings, structures, driveways, walkways, amenities, improvements and other permanent fixtures thereon as further described on Exhibit "A" attached hereto;

WHEREAS, Declarant desires to establish for its own benefit and for the benefit of all future Owners and Occupants of the Development Property or any portion thereof, certain rights, privileges and easements in, over and upon the Development Property, and to this end, desires to subject the Development Property to certain mutually beneficial covenants, restrictions, obligations, easements, charges and liens for the purpose of enhancing and protecting the value, desirability and attractiveness and well as the proper use, conduct and maintenance of the Property or any part thereof.

NOW, THEREFORE, for the purposes set forth herein above Declarant and Owner, as legal title holder of the Development Property, declare as follows:

ARTICLE I. SUBMISSION OF DEVELOPMENT PROPERTY TO THE ACT

1. **Establishment**. Declarant does hereby submit and subject the Development 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 Horizontal Property Declaration, and does hereby establish a Horizontal Property Regime Planned Unit Development to be known as 100 THOMPSON pursuant to Tenn. Code Ann § 66-

27-103(b), and does hereby declare that the Property shall be held, sold and enjoyed subject to the easements, restrictions, covenants and conditions of this Horizontal Property Declaration, which are for the purpose of protecting the value and desirability 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 Development Property or any part thereof.

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

3. **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 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 Unit Owner shall by deed, plan, court decree or otherwise, subdivide or in any other manner cause his Unit to be separated into any tracts or parcels different from the whole Unit as shown on the 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.

ARTICLE II. DEFINITIONS

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

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

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

3. **"Association"** shall mean and refer to 100 THOMPSON HOMEOWNERS ASSOCIATION, INC, a Tennessee Non-Profit Corporation, its successors and assigns. Each Unit Owner shall be a Member and co-owner of the Association.

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

5. **"Builder"** shall mean and refer to any Person who is in the business of constructing single family and/or multi-family residences and who acquires any Unit building site(s) within the Development Property for the purpose of constructing Unit(s) thereon for sale to a third party customer of the Builder.

6. **"Building"** shall mean and refer to any one or all of the building(s) located on the Site Plan for the Property as shown on Exhibit "A" and forming a part of the Development Property and each containing Units.

7. **"By-Laws"** shall mean and refer to the By-Laws of the Association attached hereto as Exhibit "C" and made a part hereof, as same may be amended from time to time. For purposes of the Act, all provisions contained in the body of this Horizontal Property Declaration dealing with the administration and

maintenance of the Property and other matters which the Act provides are to be dealt with by the By-Laws shall be deemed to be part of the By-Laws.

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

a. The land, devices, improvements, structures, installations or any other elements or part of the Property that are rationally for the common use and benefit of all Unit Owners or necessary to the existence, upkeep and safety of the Planned Unit Development established by this Horizontal Property 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 yards, gardens and landscaping, except as otherwise provided herein;

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

f. All roads, driveways, access roads, walkways, sidewalks, trails, paths, parking areas, open spaces and entrances and exits for ingress and egress to and from and over and across the Development Property and to and from the Units; provided, however, that the term "roads" as used herein shall mean and refer only to private roads serving the Development Property and not to any roads that have been publicly dedicated to and accepted by any governmental body on the Development Property.

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

h. Any common walls or fences, other than privacy fences installed by Unit Owners.

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

10. **"Common Expense Liability"** shall mean and refer to each Unit Owner's equal liability for Common Expenses allocated equally on each Unit

11. **"Declarant" or "Class "B" Member"** shall mean and refer to 100 Thompson, LLC, a Tennessee limited liability company, its successors and assigns, provided such successors and assigns are designated in writing by Declarant as a successor or assign of the rights of Declarant set forth herein. Declarant may and shall have the right to assign all or a portion of its rights, powers, easements and privileges under the Act and this Horizontal Property Declaration as further set forth and reserved to Declarant In the event of

a partial assignment, the assignee shall not be deemed the Declarant but may and shall have the right to exercise such rights, powers, easements and privileges of the Declarant specifically assigned to it. Any such assignment may be made on a non-exclusive basis.

12. **"Delinquency Interest Rate"** shall mean an annual interest rate established by the Board from time to time; provided, however, in no event shall the Delinquency Interest Rate exceed the maximum contract rate of interest allowed to be charged under applicable law as amended from time to time.

13. **"Development Period"** shall mean and refer to the period commencing upon the date hereof and ending on the earlier of the following dates: (a) on the date that one hundred percent (100%) of the Units, with respect to all phases of 100 Thompson, have been conveyed to an initial third party customer / purchaser other than the Declarant or the Builder; or (b) on any such earlier date as the Declarant, in its sole discretion, elects to terminate the Development Period.

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

15. **"Horizontal Property Declaration"** shall mean and refer to this Declaration of Covenants, Conditions and Restrictions for 100 THOMPSON, a Horizontal Property Regime Planned Unit Development applicable to the Development Property and all subsections thereof and recorded in the Register's Office for DAVIDSON COUNTY, Tennessee as may be amended from time to time

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

17. **"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 any Unit or Units to the exclusion of the other Units, the enjoyment, benefit and use of which is reserved exclusively to the Unit Owner(s) of such Unit(s) pursuant to this Horizontal Property 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),

18. **"Majority of Unit Owners"** shall mean and refer to the holders of more than FIFTY PERCENT (50%) of the total Votes of the Members

19. **"Member"** shall mean and refer to any Person(s) that shall be a Unit Owner, and as such, shall be a Member and co-owner of the Association

20. **"Mortgage"** shall mean and refer to any a first priority mortgage encumbering a Unit held by a Mortgagee.

21. **"Mortgagee"** shall mean and refer to any bank, mortgage banker, savings and loan association or other financial institution or pension fund, which is in the business of making mortgages to unaffiliated customers and which is the record holder of a recorded first priority Mortgage encumbering one or more Units or property within the Development Property, which is not affiliated with the Unit Owner and which has given written notice of its Mortgage to the Association.

22. **"Occupant"** shall mean and refer to any Person in possession of a Unit, regardless of whether said Person is a Unit Owner.

23. **"Person"** shall mean and refer to a natural person, as well as a corporation, partnership, firm, association, trust or other legal entity capable of holding title to real property. The use of the masculine pronoun shall include neuter and feminine references as applicable, and use of the singular shall include the plural where the context so requires

24. **"Plans"** shall mean and refer to the detailed plans prepared for construction of any Improvement on or within the Development Property, which shall comply with the architectural control provisions, if any, of this Horizontal Property Declaration..

25. **"Record" and/or "Recording"** shall mean and refer to the recording of an instrument in the Register's Office for DAVIDSON COUNTY, Tennessee.

26. **"Rules and Regulations"** shall mean and refer to the rules and regulations concerning the use of the Units, Limited Common Elements and the Common Elements, as adopted by the Board in accordance with this Horizontal Property Declaration and By-Laws from time to time.

27. **"Site Plan" or "Plat"** shall mean and refer to the diagram, plan, survey or plat of the Development Property presently submitted as well as any other diagrams, plans, surveys or plats as may be submitted to this Horizontal Property 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 100 THOMPSON, 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 Horizontal Property Declaration, except as otherwise provided by Declarant

28. **"Special Assessments"** shall mean additional assessments of Unit Owners made from time to time by the Board pursuant to this Horizontal Property Declaration..

29. **"Supplemental Instrument"** shall mean and refer to any amendment to the Horizontal Property Declaration whereby Declarant submits additional property to the terms of the Horizontal Property Declaration or otherwise amends the Horizontal Property Declaration as provided herein.

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

32. **"Unit"** 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 Unit Owner. Each Unit is numbered as shown on the Plat(s). The boundaries of each Unit shall be and are the unfinished interior surfaces of its perimeter walls, floors, and ceilings, and a Unit includes both the portion of the Buildings so described and the air space so encompassed, excepting Common Elements. It is intended that the term Unit as used in this Horizontal Property Declaration shall have the same meaning as the term "Apartment" as used in the Act.

33. **"Unit Owner"** shall mean and refer to the Person(s) whose estates or interests, individually or collectively, aggregate fee simple ownership of a Unit and Limited Common Elements appurtenant thereto. "Unit Owner" shall not mean the Mortgagee or beneficiary of a recorded Mortgage or deed of trust who holds a lien solely for security purposes and does not have possession of the Unit Declarant shall be deemed a Unit Owner so long as it is the legal title holder of any Unit.

34. **"Vote"** shall mean and refer to the vote in the affairs of the Association to which each Member is entitled, as further set forth herein.

ARTICLE IV. ASSOCIATION MEMBERSHIP AND VOTING RIGHTS

1. **Owners Association.** There has been or will be formed an Association having the name "100 THOMPSON HOMEOWNERS ASSOCIATION, INC.", a Tennessee Non-Profit Corporation, which shall be the governing body for all Unit Owners and shall be operated to provide for the maintenance, repair, replacement, administration, operation and care of the Development Property, as provided in the Act, this Horizontal Property Declaration and the By-Laws. All Common Elements shall be owned by the Association for the use and benefit of the Unit Owners and their family members, invitees, agents, representatives, tenants and licensees for such purposes incidental to the use of the Units. The By-Laws for the Association shall be the By-Laws attached to this Horizontal Property Declaration as Exhibit "C" and made a part hereof. The Charter for the Association is attached hereto as Exhibit "D". The Board shall be elected and serve in accordance with the provisions of the By-Laws. The fiscal year of the Association shall be determined by the Board as may be changed from time to time by the Board. The Association shall not be deemed to be conducting a business of any kind. All activities undertaken by the Association shall be for the sole benefit of Unit Owners, and all funds received by the Association shall be held and applied by it for the use and benefit of the Unit Owners in accordance with the provisions of this Horizontal Property Declaration and the By-Laws.

2. **Membership**. Each Unit Owner shall be a Member and co-owner of the Association. Membership and co-ownership in the Association shall be appurtenant to and may not be separated from ownership of a Unit. A Unit Owner's membership in the Association shall automatically terminate when he ceases to be a Unit Owner. Upon the conveyance or transfer of a Unit Owner's ownership interest to a new Unit Owner, the new Unit Owner shall simultaneously succeed to the former Unit Owner's membership and co-ownership in the Association.

3. **Voting.** The 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 Unit in which they hold the interest required for membership under Section 2 hereof; there shall be only one (1) vote per Unit.

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

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 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 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. on the date that one hundred percent (100%) of the Units, with respect to all phases of 100 Thompson, have been conveyed to an initial third party customer / purchaser other than the Declarant or the Builder; or

ii. fifteen (15) years after the date on which the first Unit has been conveyed to an Owner other than the Declarant or any Builders; or

iii. on any such earlier date as the Declarant, in its sole discretion, elects to terminate the Development Period.

From the happening of this event, the Class "B" Members shall be deemed to be Class "A" Members entitled to one vote for each Unit in which it holds the interest required for membership under Section 2 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 requiring approval by the vote of the Members of the Association shall not be taken or adopted until also approved in writing by the Class "B" Members.

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

5. **Manner of Voting**. Except as specifically provided elsewhere herein, the Board shall have the authority to regulate the procedural rules governing the voting of Members, the acceptance of proxies from Members, the validity of voice Votes, ballot Votes or other manners of voting and any regulation of the solicitation of Votes or proxies.

6. **First Annual Meeting.** The first regular annual meeting of the Members for the election of Directors and such other business as shall come before the Members shall be held on a date to be selected by the Board within THIRTY (30) days following the expiration of the Development Period. Until the first regular annual meeting of the Members, the members of the Board shall be appointed by the Declarant or the Declarant shall act as and on behalf of the Board.

7. **Management of Property.** The Declarant during the Development Period and thereafter the Board shall have the authority to engage the services of an agent (herein sometimes referred to as the "Managing Agent") to maintain, repair, replace, administer and operate the Development Property and to manage the affairs of the Association to the extent deemed advisable by the Declarant during the Development Period and thereafter the Board. The Managing Agent shall be required to have fidelity bond coverage on its employees handling Association funds, and the cost of such services shall be a Common Expense of the Association. Except for agreements entered into with the Declarant during the Development Period, any agreement for professional management of the Development Property and Association shall not have a term greater than three (3) years.

8. **Non-Liability of Declarant, Board and Officers**. To the extent permitted by law, neither the Declarant, the Board nor officers of the Association shall be personally liable to Unit Owners or the

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

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

ARTICLE V. COMMON EXPENSES AND ENFORCEMENT

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

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

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

4. **Working Capital Fund**. In conjunction with the acquisition of record title to any 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 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 Assessment per Unit as determined by the Board for the year in which the respective closing occurs. The amounts paid to the working capital fund by each Unit Owner upon the closing of the sale of the Unit to such Unit Owner shall not be considered as advance payment of any Common Expenses, Impositions or other duly levied charges. The working capital fund shall be held and disbursed for the following purposes in the order of priority:

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

b. To reimburse the Declarant for all amounts loaned by Declarant to the Association to fund any operating deficits.

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

5. **Unit Transfer Fee**. In conjunction with the acquisition of record title to a 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 Unit to the management company or Association, as applicable, to cover certain administrative costs related to establishing the new Owner's account with the Association.

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

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

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

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

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

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

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

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

8. **Creation of Lien**. The Association shall have a lien on a Unit for any Common Expense assessment or Imposition, including fines imposed against the Unit Owner, and such lien may be foreclosed by judicial action and shall have priority as to all other liens and encumbrances on a Unit except (a) liens and encumbrances recorded before the recordation of the Horizontal Property Declaration, (b) a first mortgage or deed of trust recorded before the date on which the Common Expense assessment or Imposition sought to be enforced became delinquent; and (c) liens for real estate taxes and other governmental assessments or charges against the Unit. The Recording of this Horizontal Property Declaration constitutes record notice and perfection of the lien, and no further recordation of any claim of lien for Common Expense assessments or Impositions is required. The lien for unpaid Common Expense assessments or Impositions is extinguished unless proceedings to enforce the lien are instituted within SIX (6) years after the date the lien for same becomes effective (i.e. due and unpaid). Such lien shall bear interest at the Delinquency Interest Rate, together with any reasonable late charge established by the Board and all costs, including reasonable attorney's fees in the collection thereof or in the enforcement of the lien.

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

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

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

ARTICLE VI. USE OF COMMON ELEMENTS

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

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

3. **Delegation of Rights**. Such rights to use the Common Elements and the Limited Common Elements shall extend not only to each Unit Owner but also to his family members, invitees, agents, representatives, tenants and licensees.

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

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

ARTICLE VII. ALTERATIONS AND IMPROVEMENTS

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

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

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

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

ARTICLE VIII. USE AND OCCUPANCY RESTRICTIONS

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

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

3. **Unit Leasing**.

(a) Definition. "Leasing" for purposes of this Horizontal Property Declaration, is defined as regular, exclusive occupancy of a residence located upon a Unit by any person or persons other than the Unit Owner for which the Unit Owner receives any consideration or benefit, including, but not limited to a fee, service, gratuity, or emolument.

(b) General. Units may be rented only in their entirety; no fraction or portion may be rented. There shall be no subleasing of residences or assignment of leases unless prior written approval is obtained from the Board. No transient tenants may be accommodated in any residence or other improvements located upon the Units. All leases shall be in writing and shall be for an initial term of no less than six (6) months, except with the prior written consent of the Board. Notice of any lease, together with such additional information as may be required by the Board, shall be given to the Board by the Unit Owner within ten (10) days of execution of the lease. The Unit Owner must make available to the lessee copies of the Documents. The Association, or managing agent of the Association, may charge the Unit Owner a reasonable review and processing fee with respect to the lease submitted under this subsection.

(c) Compliance with Declaration, By-laws and Rules and Regulations. Every Unit Owner shall cause all occupants of his or her residence to comply with the Documents, and shall be responsible for all violations and losses to the Common Elements caused by such occupants, notwithstanding the fact that such occupants of a residence are fully liable and may be sanctioned for any violation of the Documents.

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

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

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

7. **Garbage Disposal.** The Development Property shall not be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers and shall be disposed of in a clean and sanitary manner. Garbage shall be disposed of in dumpsters located upon the Common Elements. No garbage cans, trash containers, recycling bins nor any other such garbage receptacle shall be permitted in public view, unless stored in structures approved by the Architectural Review Committee.

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

9. **Codes.** Each Unit Owner shall observe all governmental building codes, health restrictions, zoning restrictions and other regulations applicable to his Unit and Limited Common Elements. In the event of any conflict between any provision of such governmental code, regulation or restriction and this Horizontal Property Declaration, the more restrictive provision shall apply.

10. **Parking and Vehicles.** All vehicles must be parked in designated parking spaces, or other areas authorized in writing by the Board. Vehicles shall not be parked on any lawn, yard, private street, or alley. There shall also be designated parking spaces located upon the Common Elements, 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 the Metro Nashville 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.

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 (RVs 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 Element during normal business hours for the purpose of serving any Unit or the Common Element; provided, however, no such vehicle shall remain on the Common Element 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 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.

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

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

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

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

15. Basketball Goals. Portable basketball hoops, permanent basketball hoops, backboards and poles shall not be permitted to be installed upon any Unit, Limited Common Element or Common Element within the Development Property, unless prior approval has been obtained from the Board. Basketball hoops attached or affixed to the residence shall not be permitted upon any portion of the Development Property.

16. **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.

17. **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 and not visible from the street (unless such location would preclude reception of an acceptable quality signal). 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 17 shall survive independently to the extent permissible under the FCC rules and regulations.

18. **Playground Equipment**. Playground equipment including but not limited to, swingsets, slides, seesaws, playhouses, and/or climbing apparatuses, shall not be permitted upon any Common Element or Limited Common Element within the Development Property, unless prior approval has been obtained from the Board.

19. **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 the Unit or Limited Element visible from any street, unless the placement and design of such embellishments has been approved by the Board.

ARTICLE IX. MAINTENANCE

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

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

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

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

ARTICLE X. REMEDIES AND ENFORCEMENT

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

2. **Violation and Non-compliance Fines**. In the event of any violation of the provisions of the Act, this Horizontal Property Declaration, the By-Laws or the Rules and Regulations of the Association by any Unit Owner or any family member, invitee, agent, representative, tenant or licensee of his Unit, the Declarant during the Development Period and thereafter the Board or an authorized agent thereof shall give written notice to the Unit Owner of such non-compliance and the basis therefor. If the violation or non-compliance is not brought into compliance or a satisfactory resolution is presented in writing by the Unit Owner and accepted by the Declarant during the Development Period and thereafter the Board within TEN (10) business days of the delivery of this written notice, then the Declarant during the Development Period and thereafter the Board shall be authorized: (a) to assess reasonable fines related to the violation and/or non-compliance; and/or (b) to make the necessary corrections or to take necessary action to achieve compliance at the Unit Owner's expense. In the event of multiple or continuing violations, fines may be assessed against the Unit Owner without further notice or opportunity to cure, and the Board may make the necessary corrections or to take necessary action to achieve compliance at the Unit Owner's expense.

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

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

ARTICLE XI. DECLARANT AND DEVELOPMENT RIGHTS

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

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

b. To add real property to the Development Property subjecting same to the Planned Unit Development created hereby, or to withdraw real property from the Development Property removing same from this Planned Unit Development and the covenants, restrictions and conditions created hereby.

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

d. To make the Planned Unit Development part of a larger planned community or to make the Planned Unit Development subject to any other master association.

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

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

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

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

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

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

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

e. The right of the Declarant and thereafter the Association to subject the Development Property to such cross easements for ingress, egress, access and utilities as may be necessary or as

may be required by appropriate governmental agency/authority to serve the Development Property and Units.

3. **Builder's Rights.** In addition to all other rights reserved by or otherwise provided in favor of the Builder in this Horizontal Property Declaration, as may be amended from time to time, and the Act, the Builder shall have the following rights:

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

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

ARTICLE XII. RIGHTS AND OBLIGATIONS

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

2. **By-Laws.** All present and future Unit Owners of a Unit shall be subject to and shall comply with the provisions of the By-Laws attached hereto and recorded herewith, as they may be amended from time to time. The acceptance of a deed of conveyance or devise or the entering into occupancy of any Unit shall constitute an agreement that the provisions of the By- laws and any Rules and Regulations, as may be amended from time to time, are assumed, accepted and ratified by such Unit Owner. All such provisions shall be deemed and taken to be covenants running with the land and shall bind any person having at any time any interest or estate in such Unit, as though such provisions were recited and stipulated at length in each and every deed, conveyance or lease thereof.

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

ARTICLE XIII. MORTGAGEE RIGHTS AND PROTECTIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE XIV. EASEMENTS AND ENCROACHMENTS

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

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

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

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

5. **Association.** A blanket, perpetual and non-exclusive easement of unobstructed ingress and egress in, upon, over, across and through the Common Elements, including the Limited Common Elements, is hereby reserved to the Association, the Board, Managing Agent or their respective agents or employees for the purpose of maintaining, repairing, and replacing the Common Elements, the Limited Common Elements or any equipment, facilities or fixtures affecting or servicing or the Common Elements as well as to remedy

any violations of the provisions of this Horizontal Property Declaration, the By-Laws or any Rule and Regulation of the Association; provided that requests for entry are made in advance and that any such entry is at a time reasonably convenient to the Unit Owner. In the case of an emergency or the Unit Owner's uncooperative or untimely response to such request, the right of entry shall be immediate, whether the Unit Owner is present at the time or not.

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

ARTICLE XV. INSURANCE AND RECONSTRUCTION

1. **Common Elements and Limited Common Elements.** The Board shall have the authority to and shall obtain insurance for the Common Elements (exclusive of the Units), against loss or damage by fire, vandalism, malicious mischief and such other hazards as are covered under standard extended coverage provisions for the full insurable replacement cost of the Common Elements and against such other hazards and for such amounts as the Board may deem advisable. Insurable replacement cost shall be deemed the cost of restoring the Common Elements, or any part thereof, to substantially the same condition in which they existed prior to damage or destruction. Such insurance coverage shall be written in the name of the Association, and the proceeds thereof shall be payable to the Board, as the trustee for the Association, and the policy shall include a standard mortgage clause or equivalent endorsement. The policy of insurance shall be a "blanket" or "master" type of policy and should also contain, if possible, a waiver of subrogation rights by the insurer against individual Unit Owners. The premiums for such insurance shall be a Common Expense.

2. **Units and Limited Common Elements.** EACH UNIT OWNER SHALL BE RESPONSIBLE FOR OBTAINING INSURANCE FOR THAT UNIT OWNER'S UNIT AND LIMITED COMMON ELEMENTS that are inseparable appurtenance thereto, the ownership, possession, enjoyment, benefit and use of which are reserved exclusively to such Unit Owner against loss or damage by fire, vandalism, malicious mischief and such other hazards as are covered under standard extended coverage provisions for the full insurable replacement cost of the Unit and Limited Common Elements appurtenant thereto and any personal property of the Unit Owner stored in the Unit or elsewhere on the Development Property. In addition, each Unit Owner shall be responsible for obtaining his own insurance insuring said Unit Owner personally from liability in connection with the ownership, possession, use and occupancy of his Unit and Limited Common Elements appurtenant thereto. Such insurance shall not be the responsibility of the Association and by acceptance of a deed to a Unit, each Unit Owner acknowledges that such insurance is and shall be the sole responsibility of said Unit Owner.

3. **Damage Removal and Reconstruction.** Except as otherwise provided in the preceding two paragraphs, in the event of damage to or destruction of any Common Elements as a result of fire or other casualty covered by insurance proceeds, the Board shall promptly cause debris to be cleared and leave the same in a neat and orderly condition. The Board shall, in its sole and absolute discretion without intervention of any Unit Owner, determine and arrange for prompt repair, restoration and reconstruction of the damaged portion of such Common Elements in substantial accordance with the original plans and specifications therefore. Any change or alteration must be approved by the Board. Where the insurance indemnity is insufficient to cover the cost of such repairs, restoration and reconstruction, the deficit shall be paid by all Unit Owners directly affected by the damage or destruction in a fair proportion as determined

by the Board in its sole and absolute discretion. The Board shall not be responsible for the repair, replacement or restoration of any Unit nor the Limited Common Elements appurtenant thereto or any improvements, furnishings, fixtures, appliances, equipment, decorations or landscaping installed in or for the sole benefit of a Unit by its Unit Owner.

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

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

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

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

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

ARTICLE XVI. CONDEMNATION

1. **Common Elements.** In the event of a taking in condemnation or by eminent domain of a part of the Common Elements, the award made for such taking shall be payable to the Board for and on behalf of the Association. Any and all notices related to or concerning such taking in condemnation or by eminent domain of a part of the Common Elements shall be addressed and sent to the Association, at the attention of the Board. If the Board in its sole and absolute discretion approves the repair and restoration of such Common Elements, the Board shall arrange for the repair and restoration of such Common Elements, and the Board shall disburse the proceeds of such award to the contractors engaged in such repair and restoration in appropriate progress payments. In the event that the Board does not approve the repair and commence restoration of such Common Elements within ONE HUNDRED TWENTY (120) days after receipt of the award, the Board shall disburse the net proceeds of such award on a fair and reasonable basis to the Mortgagees directly affected by the condemnation and the balance to the Unit Owners directly affected thereby. The decision of the Board as to the fairness and reasonableness shall be binding upon all parties, if such decision reasonably relates to the given facts.

2. **Units.** If a Unit or Units are acquired by a taking in condemnation or by eminent domain so as to leave the Unit Owner(s) with a remnant which may not practically or lawfully be used for any purpose permitted by this Horizontal Property Declaration, upon acquisition by the condemning authority, unless the decree provides otherwise, each affected Unit or Units' Common Expense Liability shall be automatically reallocated to the remaining Units. Any remnant of a Unit remaining shall thereafter be a Common Element.

ARTICLE XVII. AMENDMENTS

1. **Members.** Except as otherwise provided herein, the provisions of this Horizontal Property Declaration may be changed, modified or amended by Supplemental Instrument or other written and properly recorded instrument setting forth such change, modification or amendment, upon the affirmative Vote of not less than SIXTY SEVEN PERCENT (67%) of the Members present at a duly called meeting of the Association or the affirmative written consent of such percentage of the Members at which a quorum is present unless a higher percentage Vote is required elsewhere in this Horizontal Property Declaration or the Act. However, any such change, modification or amendment that would change or delete any right, remedy, benefit or privilege afforded to the Declarant under this Horizontal Property Declaration shall require the consent of the Declarant in order to be effective. Any such change, modification, amendment or revocation shall not become effective until the instrument evidencing such change has been recorded in the Register's Office for DAVIDSON COUNTY, Tennessee.

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

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

4. **Termination**. Revocation of this Horizontal Property Declaration and the Planned Unit Development created hereby shall require: (a) the affirmative Vote of SEVENTY- FIVE PERCENT (75%) of all the Members of the Association entitled to Vote at a duly called meeting of the Association or the affirmative written consent of such percentage of the Members at which a quorum is present; and

(b) the affirmative Vote of SEVENTY-FIVE PERCENT (75%) of Mortgagees having first mortgage liens on any Unit(s), however, any such Mortgagee is deemed to have approved the termination, if notice is sent to the last address of such Mortgagee on file with the Association and no objection is received within THIRTY (30) days thereafter.

5. **Discrimination.** No amendment shall discriminate against any Unit Owner or against any Unit or group of Units, unless the Unit Owner(s) so affected shall consent.

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

7. **Perpetuities and Restraints on Alienation.** If any of the options, privileges, covenants or rights created by the Horizontal Property Declaration shall be unlawful, void or voidable for violation of the rule against perpetuities, then such provision shall continue only until twenty-one (21)years after the death of the survivor of the now living descendants of the President of the United States, Donald J. Trump.

ARTICLE XVIII. ARCHITECTURAL STANDARDS

No Owner, occupant of an Owner's Unit, or any other Person, other than the Declarant, may: (i) make any exterior change, alteration, modification, or construction on a Unit; or (ii) erect, place or post anything or object which may affect the appearance of a Unit. The Board of Directors shall have the authority and standing, on behalf of the Association, to enforce in courts of competent jurisdiction decisions of the Architectural Review Committee established in Section 1 of this Article XVIII. This Article may not be amended without the Declarant's written consent so long as the Declarant owns any land 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 100 Thompson has the right to establish additional restrictions and/or design-standards with respect to improvements constructed upon the Units in that particular phase/section of 100 Thompson.

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 Units or structures and improvements thereon, as well as the Common Elements. 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"). Copies shall be available from the ARC for review. The Architectural Guidelines shall be those of the Association, and the ARC shall have sole and full authority to prepare and to amend the Architectural Guidelines. It shall make said Architectural Guidelines available to Owners, 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 Units in the Development Property 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 improvements on the Units, 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. 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 upon such Owner's Unit, 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 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 whatever 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) stop 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 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 this Declaration as well as the rules and regulations of the Association, to enter the Unit and remove the violation and restore the 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 Unit, regardless of whether or not litigation is filed. The remedies under this Section 4 shall be in addition to, and not in substitution for, any other remedies provided under the Documents, or at law or in equity.

ARTICLE XIX. GENERAL PROVISIONS

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

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

3. **Governing Document Conflict**. Except to the extent otherwise expressly provided herein, to the extent that any provision of this Horizontal Property Declaration conflicts with the provisions of the Bylaws, or the Charter, all as amended and supplemented from time to time, the provisions of this Horizontal Property Declaration, the Bylaws, and the Charter in that order, shall control.

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

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

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

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

8. **FHA/VA Approval.** Should Declarant secure mortgage underwriting approval from the Federal Housing Administration (FHA) and/or Veterans Administration (VA) and as long as there is a Class "B" membership, the following actions will require the prior approval of the Federal Housing Administration (FHA) and/or the Veterans Administration (VA); Amendment of this Master Deed (except for amendments pertaining to Development Phasing, as provided in Section A, above) and/or annexation of additional properties (which additional properties are not part of nor described on Exhibit "B" hereto).

[SIGNATURE PAGE TO FOLLOW]

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

100 Thompson, LLC, a
Tennessee limited liability company

By: _____
WILLIAM SNYDER, Manager

STATE OF TENNESSEE)
)
COUNTY OF Davidson)

Before me, the undersigned, a Notary Public in and for State and County aforesaid, personally appeared William Snyder, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself to be Manager of 100 Thompson, LLC, a Tennessee limited liability company, the within named bargainor, and that he, as 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 Manager.

WITNESS my hand and official seal at Nashville, Tennessee, this 6th day of February, 2018.

_____
NOTARY PUBLIC

My commission expires: 9-7-2021

PATRICK H. POOLE
STATE OF TENNESSEE NOTARY PUBLIC
DAVIDSON COUNTY
MY COMMISSION EXPIRES SEPTEMBER 7, 2021

INDEX OF EXHIBITS

Exhibit "A"	Legal Description for Property
Exhibit "B"	Site Plan
Exhibit "C"	Bylaws of 100 THOMPSON HOMEOWNERS ASSOCIATION, INC.
Exhibit "D"	Charter of 100 THOMPSON HOMEOWNERS ASSOCIATION, INC.
Exhibit "E"	Attorney's Opinion Letter

EXHIBIT "A"

LEGAL DESCRIPTION FOR PROPERTY

PHASE 1

Land situated in the 16th council district, Nashville, Davidson County, Tennessee, being parcel 96, (formerly 96 & 97), on Tax Map 119-10, and being more particularly described as follows;

Commencing at the intersection of Dobbs Avenue and Thompson Lane, thence in a northerly direction 52.6+/- feet to a concrete monument at the southeast property corner of O.I.C. Prescott Place Condominiums, Owned by Cumberland Development Group, Inc. as recorded in Deed Book 6477, Page 155, in the Register's Office for Davidson County, Tennessee, also being on the northerly margin of Thompson Lane and being the south west corner of the agreement for dedication of public right-of-way as recorded in Instrument Number 20171117-0118389, in the Register's Office for Davidson County, Tennessee;

Thence leaving said margin with the easterly line of O.I.C. Prescott Place Condominiums, N 06°48'28" E, a distance of 5.00 feet to an iron rod set on the new right of way line of Thompson Lane and being the point of beginning of herein described land;

Thence with the easterly line of O.I.C. Prescott Place Condominiums, N 06°48'28" E, a distance of 337.43 to a concrete monument found at the easterly most southeast property corner, LMS 1, LLC & RDS 1, LLC & AMS 1, LLC as recorded in Instrument. Number. 20150327-0026667, in the Register's Office for Davidson County, Tennessee;

Thence with the easterly line of LMS 1, LLC & RDS 1, LLC & AMS 1, LLC, N 07°04'19" E, a distance of 194.56 feet to an 5/8" iron rod found set by John Kohl Company on the southerly line of Lot 4, Hidden acres 1st addition of record in Plat Book 2083, Page 32, in the Register's Office for Davidson County, Tennessee;

Thence with the southerly lines of Lots 4, 3, 2 & 1 Hidden acres 1st addition, S 61°41'08" E, a distance of 268.27 feet to an uncapped, 3/4" iron rod found on the westerly line of lot 66, Hidden acres of record in Plat Book 1130, Page 89, in the Register's Office for Davidson County;

Thence with the westerly line of lots 66 & 76 of Hidden acres, S 06°50'28" W, a distance of 374.58 feet to an iron rod set on the new phase line;

Thence with the new phase line, N 82°31'09" W, a distance of 198.07 feet to a point;

Thence with the new phase line, S 07°28'51" W, a distance of 62.00 feet to an iron rod set on the northerly margin of the new right of way line;

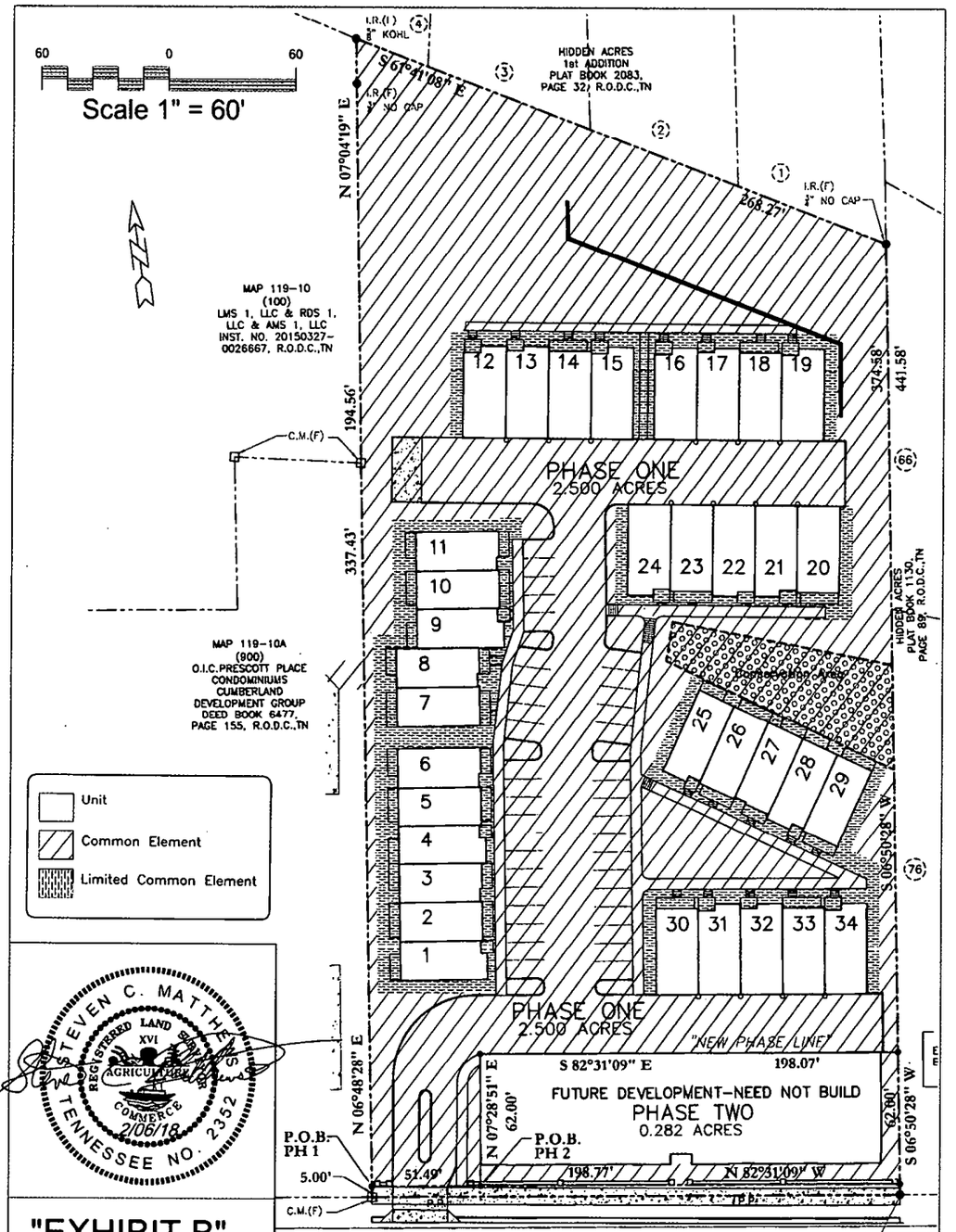
Thence with the new right of line, N 82°31'09" W, a distance of 51.49 feet to the point of beginning, having an area of 108,907.699 square feet, 2.500 acres of land more or less. Information was taken from a February 16, 2017 survey by Dale and Associates and legal description was written on February 5, 2018, under the supervision of Steven C. Matthews, TN. R.L.S. #2352. Project #15208;

Phase 1 being a portion of the same property conveyed to 100 Thompson Lane, LLC, A Tennessee Limited Liability Company, from 100 Thompson Lane, LLC, A Tennessee Limited Liability Company, dated October 27, 2017, as recorded in Quitclaim Deed for combining properties into one map and parcel number, in Instrument Number 20171107-0114433, in the Register's Office for Davidson County, Tennessee; Being revised in Deed of Correction to the Quitclaim Deed for combining properties into one map and parcel number, dated November 13, 2017, in Instrument Number 20171114-0116887, in the Register's Office for Davidson County, Tennessee, reason for the deed correction was that the Grantor & Grantee was shown to be 100 Thompson Lane, LLC, A Tennessee Limited Liability Company, and the Grantor and Grantee should have been 100 Thompson, LLC, A Tennessee Limited Liability Company.

EXHIBIT "B"

SITE PLAN

[SEE ATTACHED]



STEVEN C. MATTHEWS REGISTERED LAND SURVEYOR XVI AGRICULTURE COMMERCE TENNESSEE NO. 2352 2/06/18

"EXHIBIT B"

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.

OWNER:

100 THOMPSON, LLC
INST# 20171114-0116887, R.O.D.C., TN.

ADDRESS: 100 THOMPSON LN
NASHVILLE, DAVIDSON CO, TN 37211

BEING PARCEL 96 ON TAX MAP 119-10

DATE: 2-06-2018

DA JOB NUMBER: 15208

100 THOMPSON

PLANNED UNIT DEVELOPMENT, EXHIBIT FOR PHASE 1 & 2

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

EXHIBIT "C"

BYLAWS OF THE ASSOCIATION

[SEE ATTACHED]

BYLAWS
FOR
100 THOMPSON HOMEOWNERS ASSOCIATION, INC.

Article I
Name, Principal Office, and Definitions

Section 1. Name. The name of the Association shall be 100 Thompson Homeowners Association, Inc. (hereinafter sometimes referred to as the "Association").

Section 2. Principal Office. The initial principal office of the Association in the State of Tennessee shall be located in the County of Davidson. The Association may have such other offices, either within or outside the State of Tennessee, as the Board of Directors may determine or as the affairs of the Association may require.

Section 3. Definitions. Unless otherwise defined herein, capitalized words used in these Bylaws shall have the same meaning as set forth in that Declaration of Covenants, Conditions, and Restrictions for 100 Thompson, (said Declaration, as amended, renewed, or extended from time to time, is hereinafter sometimes referred to as the "Declaration"), unless the context shall prohibit.

Article II

Association: Membership, Meetings, Quorum, Voting, Proxies

Section 1. Membership. The Association shall have two (2) classes of membership, Class "A" and Class "B", as is more fully set forth in the Declaration, the terms of which pertaining to membership are specifically incorporated herein by reference.

Section 2. Place of Meetings. Meetings of the Association shall be held at the principal office of the Association or at such other suitable place convenient to the Members as may be designated by the Board of Directors either within the Properties or as convenient thereto as possible and practical.

Section 3. Annual Meetings. The First annual meeting of the Association shall be held within thirty (30) days from the expiration of the Class "B" Control Period, as provided under Article III, Section 2 of the Declaration. Annual meetings shall be set by the Board so as to occur at least sixty (60) but not more than one hundred twenty (120) days before the close of the Association's fiscal year on a date and at a time set by the Board of Directors.

Section 4. Special Meetings. The President may call special meetings. In addition, it shall be the duty of the President to call a special meeting of the Association if so directed by the resolution of a majority of a quorum of the Board of Directors or upon a petition signed by Members representing at least twenty-five (25%) percent of the total votes of the Association. The notice of any special meetings shall state the date, time, and place of such meeting and the purpose thereof. No business shall be transacted at a special meeting except as stated in the notice.

Section 5. Notice of Meetings. Written or printed notice stating the place, day, and hour of any meetings of the Members shall be delivered, either personally or by regular or electronic mail, to each Member entitled to vote at such meeting, by or at the direction of the President or the Secretary or the officers or persons calling the meeting.

In the case of a special meeting or when required by statute or these Bylaws, the purpose or purposes for which the meeting is called shall be stated in the notice. No business shall be transacted at a special meeting except as stated in the notice.

If sent by regular mail, the notice of a meeting shall be deemed to be delivered when deposited in the United States mail addressed to the Member at his address as it appears on the records of the Association, with postage thereon prepaid. If sent by electronic mail, the notice of a meeting shall be deemed to be delivered upon receipt of a delivery receipt notice by the sender.

Section 6. Waiver of Notice. Waiver of notice of a meeting of the Members shall be deemed the equivalent of proper notice. Any Member may, in writing, waive notice of any meeting of the Members, either before or after such meeting. Attendance at a meeting by a Member shall be deemed waiver by such Member of notice of the time, date, and place thereof, unless such Member specifically objects to lack of proper notice at the time the meeting is called to order. Attendance at a special meeting shall also be deemed waiver of notice of all business transacted thereat unless objection to the calling or convening of the meeting, of which proper notice was not given, is raised before the business is put to a vote.

Section 7. Adjournment of Meetings. If any meeting of the Association cannot be held because a quorum is not present, a majority of the Members who are present at such meeting, either in person or by proxy, may adjourn the meeting to a time not less than five (5) nor more than thirty (30) days from the time the original meeting was called. At the reconvened meeting, if a quorum is present, any business which might have been transacted at the previously adjourned meeting shall be on the agenda for said meeting. If a time and place for reconvening the meeting is not fixed by those in attendance at the original meeting or if for any reason a new date is fixed for reconvening the meeting after adjournment, notice of the time and place for reconvening the meeting shall be given to Members in the manner prescribed for regular meetings.

The Members present at a duly called or held meeting at which a quorum is present may continue to do business until adjournment, notwithstanding the withdrawal of enough Members to leave less than a quorum, provided that Members or their alternates representing at least fifteen (15%) percent of the total votes of the Association remain in attendance, and provided further that any action taken is approved by at least a majority of the Members required to constitute a quorum.

Section 8. Voting. The voting rights of the Members shall be as set forth in the Declaration, and such voting rights provisions are specifically incorporated herein.

Section 9. Proxies. Members may vote by proxy, provided the proxy is signed, dated and filed with the Secretary prior to the meeting for which it is valid.

Section 10. Majority. As used in these Bylaws, the term "majority" shall mean those votes, owners, or other group as the context may indicate totaling more than fifty (50%) percent of the total number.

Section 11. Quorum. Except as otherwise provided in these Bylaws or in the Declaration, the presence in person or by proxy of Members representing twenty percent (20%) of the total vote of the Association shall constitute a quorum at all meetings of the Association, and the votes of a majority of the Members, present or by proxy, at a meeting at which a quorum is present shall constitute the decision of the Members on all business voted upon at such meeting, unless a higher percentage of Members' votes is required under the Declaration or these Bylaws. Any provision in the Declaration concerning quorums is specifically incorporated herein.

Section 12. Conduct of Meetings. The President shall preside over all meetings of the Association, and the Secretary shall keep the minutes of the meeting and record in a minute book all resolutions adopted at the meeting, as well as a record of all transactions occurring at the meeting.

Section 13. Action Without A Meeting. Any action required by law to be taken at a meeting of the Members, or any action which may be taken at a meeting of the Members, may be taken without a meeting if written consent setting for the action so taken is signed by all of the Members entitled to vote with respect to the subject matter thereof, and any such consent shall have the same force and effect as a unanimous vote of the Members.

Article III

Board of Directors: Number, Powers, Meetings

A. Composition and Selection

Section 1. Governing Body, Composition. The affairs of the Association shall be governed by a Board of Directors, each of whom shall have one (1) vote. Except with respect to directors appointed by the Declarant, the Directors shall be Members or spouses of such Members; provided, however, no person and his or her spouse may serve on the Board at the same time. In the case of an Owner which is a corporation or partnership, the person designated in writing to the secretary of the Association as the representative of such corporation or partnership shall be eligible to serve as a director.

Section 2. Directors During Class "B" Control. The Directors shall be selected by the Class "B" Member acting in its sole discretion, subject only to Article III, Section 6, hereof, and shall serve at the pleasure of the Class "B" Member until the first to occur of the following:

(a) on the date that one hundred percent (100%) of the Units with respect to all phases of 100 Thompson have been conveyed to an initial third party customer / purchaser other than the Declarant or the Builder; or

(b) on any such earlier date as the Declarant, in its sole discretion, elects to terminate the Development Period

Within thirty (30) days thereafter, the Class "B" Member shall cause the Board to call a meeting, as provided in Article II, Section 3, of these Bylaws for an annual meeting, to advise the membership of termination of the Class "B" Control Period and to elect Directors from Class "A" Members.

Section 3. Declarant Participation. This Section 3 may not be amended without the express, written consent of the Declarant.

(a) After termination of the Class "B" Control Period, the Declarant shall have the right to participate in the decision-making process and the right to disapprove all actions of the Board, as is more fully provided in this Section if such action by the Board will increase the obligations of the Declarant. These rights shall be exercisable only by the Declarant, its successors, and assigns that specifically take this power in a recorded instrument, and shall terminate one (1)

year from the date of termination of the Class "B" Control Period. During this one-year period, no action authorized by the Board of Directors shall become effective, nor shall any action, policy, or program be implemented until and unless the Declarant has been allowed to participate as follows:

(i) The Declarant shall have been given written notice of all meetings and proposed actions approved at meetings of the Board or any committee thereof by certified mail, return receipt requested, or by personal delivery at the address it has registered with the Secretary of the Association, as it may change from time to time, which notice complies as to the Board of Directors meetings with Article III, Sections 8, 9, and 10, of these Bylaws and which notice shall, except in the case of the regular meetings held pursuant to the Bylaws, set forth in reasonable particularity the agenda to be followed at said meeting; and

(ii) The Declarant shall be given the opportunity at any such meeting to join in or to have its representatives or agents join in discussion from the floor of any prospective action, policy, or program to be implemented by the Board, any committee thereof, or the Association. The Declarant, its representatives or agents shall make its concerns, thoughts and suggestions known to the members of the subject committee thereof, or the Association. The Declarant, its representatives or agents shall make its concerns, thoughts and suggestions known to the members of the subject committee and/or the Board. The Declarant shall have the right to disapprove any policy or program authorized by the Board of Directors or any committee thereof, and any action to be taken by the Board, any committee thereof, the Association, or any individual member of the Association, if Board, committee, or Association, or any individual member of the Association approval is necessary for such action. This right may be exercised by the Declarant, its representatives, or agents at any time within ten (10) days following the meeting held pursuant to the terms and provisions hereof. Notwithstanding any provision herein to the contrary, the Declarant shall not have the right to require any action or counteraction on behalf of any committee, the Board or the Association, and shall not exercise its rights hereunder to reduce the level of services which the Association is obligated to provide or to prevent capital repairs or any expenditure required to comply with applicable laws and regulations.

Section 4. Number of Directors. The number of directors in the Association shall be not less than three (3) or more than five (5).

Section 5. Nomination of Directors. Except with respect to directors selected by the Class "B" Member, nominations for election to the Board of Directors shall be made by a Nominating Committee. The Nominating Committee shall consist of a Chairman, who shall be a member of the Board of Directors, and three (3) or more Members of the Association. The nominating Committee shall be appointed by the Board of Directors not less than thirty (30) days prior to each annual meeting of the Members to serve a term of one (1) year or until their successors are appointed, and such appointment shall be announced at each such 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 in no event less than the number of positions to be filled. Nominations shall also be permitted from the floor.

Section 6. Election and Term of Office. Notwithstanding any other provision contained herein:

(a) At the first annual meeting of the membership after the termination of the Class "B" Control Period and at each annual meeting of the membership thereafter, the directors shall be

selected by vote of the membership. Each Class "A" Member shall be entitled to cast one (1) vote with respect to each vacancy to be filled. The directors elected by the Class "A" Members shall not be subject to removal by the Declarant acting alone and a majority of such open Board positions shall be elected for a term of one (1) year and the remainder shall be elected for a term of two (2) years.

(b) At the expiration of the initial term of office of each member of the Board of Directors, a successor shall be elected to serve for a term of two (2) years. The Directors elected by the Members shall hold office until their respective successors have been elected by the Association. Directors may be elected to serve any number of consecutive terms.

(c) If a Board position is open due to the expiration of such member's term and such position cannot be filled because a quorum cannot be obtained pursuant to Article II, Section 10 to conduct a meeting in order to have an election after two (2) consecutive attempts to hold a meeting, then the Board may appoint a Member to fill such vacant position until an election can be held by the Members at a meeting in which a quorum is present.

Section 7. Removal of Directors and Vacancies. Any director elected by the Class "A" Members may be removed, with or without cause, by the vote of the Class "A" Members representing a majority of the votes entitled to be cast for the election of such director. Any director whose removal is sought shall be given notice prior to any meeting called for that purpose. Upon removal of a director, a successor shall then and there be elected by the Class "A" Members entitled to elect the director so removed to fill the vacancy for the remainder of the term of such director.

Any director elected by the Class "A" Members who has three (3) consecutive unexcused absences from Board meetings or who is delinquent in the payment of any assessment or other charge due the Association or in violation of any restrictions under the Documents for more than sixty (60) days may be removed by a majority of the directors present at a regular or special meeting, at which a quorum is present, and a successor may be appointed by the Board to fill the vacancy for the remainder of the term. In the event of the death disability, or resignation of a director, a vacancy may be declared by the Board and it may appoint a successor to serve the remainder of the term of such director.

B. Meetings

Section 8. Organization Meetings. The first meeting of the Board of Directors following each annual meeting of the membership shall be held within ten (10) days thereafter at such time and place as shall be fixed by the Board.

Section 9. Regular Meetings. Regular meetings of the Board of Directors may be held at such time and place as shall be determined from time to time by a majority of the directors, but at least four (4) such meetings shall be held during each fiscal year with at least one (1) per quarter; provided, however, that the aforementioned requirements regarding meetings of the Board shall not apply during the Class "B" Control Period. Notice of the time and place of the meeting shall be communicated to directors not less than four (4) days prior to the meeting; provided, however, notice of a meeting need not be given to any director who has signed a waiver of notice or a written consent to holding of the meeting.

Section 10. Special Meetings. Special meetings of the Board of Directors shall be held when called by written notice signed by the President of the Association or by a majority of directors. The notice shall specify the time and place of the meeting and the nature of any special

business to be considered. The notice shall be given to each director by one of the following methods: (a) by personal delivery; (b) written notice by first class mail, postage prepaid; (c) by telephone communication, either directly to the director or to a person at the director's office or home who would reasonably be expected to communicate such notice promptly to the director; (d) by telegram, charges prepaid; or (e) by electronic mail with delivery receipt acknowledgment. All such notices shall be given at the director's telephone number or sent to the director's address as shown on the records of the Association. Notices sent by first class mail shall be deposited into a United States mailbox at least four (4) days before the time set up for the meeting. Notices given by personal delivery, telephone, or telegraph shall be delivered, telephoned or given to the telegraph company at least seventy-two (72) hours before the time set for the meeting.

Section 11. Waiver of Notice. The transactions of any meetings of the Board of Directors, however called and noticed or wherever held, shall be as valid as though taken at a meeting duly held after regular call and notice if (a) a quorum is present, and (b) either before or after the meeting each of the directors not present signs a written waiver of notice, a consent to holding the meeting, or an approval of the minutes. The waiver of notice or consent need not specify the purpose of the meeting. Notice of a meeting shall also be deemed given to any director who attends the meeting without protesting before or at its commencement about the lack of adequate notice.

Section 12. Quorum of Board of Directors. At all meetings of the Board of Directors, a majority of the directors shall constitute a quorum for the transaction of business, and the votes of a majority of the directors present at a meeting at which a quorum is present shall constitute the decision of the Board of Directors. A meeting at which a quorum is initially present may continue to transact business, notwithstanding the withdrawal of directors, if any action taken is approved by at least a majority of the required quorum for that meeting. If any meeting of the Board cannot be held because a quorum is not present, a majority of the directors who are present at such meeting may adjourn the meeting to a time not more than thirty (30) days from the date the original meeting was called. At the reconvened meeting, if a quorum is present, any business which might have been transacted at the meeting originally called may be transacted without further notice.

Section 13. Compensation. No director shall receive any compensation from the Association for acting as such unless approved by the Members representing a majority of the total vote of the Association at a regular or special meeting of the Association; provided, any director may be reimbursed for expenses incurred on behalf of the Association upon approval of a majority of the other directors.

Section 14. Conduct of Meetings. The President shall preside over all meetings of the Board of Directors, and the Secretary shall keep a minute book of meetings of the Board of Directors, recording therein all resolutions adopted by the Board of Directors, recording therein all resolutions adopted by the Board of Directors and all transactions and proceedings occurring at such meetings.

Section 15. Action Without a Formal Meeting. An action to be taken at a meeting of the directors or any action that may be taken at a meeting, of the directors may be taken without a meeting if a consent in writing, setting forth the action so taken, shall be signed by all of the directors, and such consent shall have the same force and effect as a unanimous vote.

C. Powers and Duties

Section 16. Powers. The Board of Directors shall be responsible for the affairs of the Association and shall have all of the powers and duties necessary for the administration of the

Association's affairs and, as provided by law, may do all acts and things as directed by the Declaration, Articles, or these Bylaws to be done and exercised exclusively by the Members or the membership generally.

The Board of Directors shall delegate to a Director, the authority to act on behalf of the Board of Directors on all matters relating to the duties of the managing agent or manager, if any, which might arise between meetings of the Board of Directors.

In addition to the duties imposed by these Bylaws or by any resolution of the Association that may hereafter be adopted, the Board of Directors shall have the power to and shall be responsible for the following, in way of explanation, but not limitation:

(a) preparation and adoption of annual budgets in which there shall be established the contribution of each Owner to the common expenses;

(b) making assessments to defray the Common Expenses, establishing the means and methods of collecting such assessments, and establishing the period of the installment payments of the annual assessment; provided, unless otherwise determined by the Board of Directors, the annual assessment for each Unit's proportionate share of the Common Expenses shall be payable in equal monthly installments, each such installment to be due and payable in advance on the first day of each month for said month;

(c) providing for the operation, care, upkeep, and maintenance of all of the Common Elements;

(d) designating, hiring, and dismissing the personnel necessary for the maintenance, operation, repair, and replacement of the Association, its property, and the Common Elements and, where, appropriate, providing for the compensation of such personnel and for the purchase of equipment, supplies, and materials to be used by such personnel in the performance of their duties;

(e) collecting the assessments, depositing the proceeds thereof in a bank depository which it shall approve, and using the proceeds to administer the Association; provided, any reserve fund may be deposited, in the directors' best business judgment, in depositories other than banks;

(f) making and amending rules and regulations;

(g) opening of bank accounts on behalf of the Association and designating the signatories required;

(h) making or contracting for the making of repairs, additions, and improvements to or alterations of the Common Elements in accordance with the other provisions of the Declaration and these Bylaws after damage or destruction by fire or other casualty;

(i) enforcing by legal means the provisions of the Declaration, these Bylaws and the rules and regulations adopted by it and bringing any proceedings which may be instituted on behalf of or against the Owners concerning the Association;

(j) obtaining and carrying insurance against casualties and liabilities, as provided in the Declaration, and paying the premium cost thereof;

(k) paying the cost of all services rendered to the Association or its Members and not chargeable directly to specific Owners;

(l) keeping books with detailed accounts of the receipts and expenditures affecting the Association and its administration, specifying the maintenance and repair expenses and any other expenses incurred;

(m) making available to any prospective purchaser of a Unit, any Owner of a Unit, any first Mortgagee, and the holders, insurers, and guarantors of a first Mortgage on any Unit, current copies of the Declaration, the Charter of the Association, the Bylaws, rules and regulations governing the Subdivision, and all other books, records, and financial statements of the Association; and

(n) permitting utility suppliers to use portions of the Common Elements reasonably necessary to the ongoing development or operation of the Properties.

Section 17. Management Agent.

(a) The Board of Directors may employ for the Association a professional management agent or agents at a compensation established by the Board of Directors to perform such duties and services as the Board of Directors shall authorize. The Board of Directors may delegate to the managing agent or manager, subject to the Board's supervision, all of the powers granted to the Board of Directors by these Bylaws, other than the powers set forth in subsections (a), (b), (f), and (i) (except for the execution and/or filing of documents for the enforcement of Association liens) of Section 16 of this Article. The Declarant, or an affiliate of the Declarant, may be employed as managing agent or manager.

(b) Except as otherwise provided under Article XV of the Declaration, no management contract may have a term in excess of three (3) years.

Section 18. Accounts and Reports. The following management standards of performance will be followed unless the Board by resolution specifically determines otherwise;

(a) accounting as defined by generally accepted accounting principles, shall be employed;

(b) accounting and controls should conform to generally accepted accounting principles;

(c) cash accounts of the Association shall not be commingled with any other accounts;

(d) no remuneration shall be accepted by the managing agent from vendors, independent contractors, or others providing goods or services to the Association, whether in the form of commissions, finder's fees, service fees, prizes, gifts, or otherwise; anything of value received shall benefit the Association;

(e) any financial or other interest which the managing agent may have in any firm providing goods or services to the Association shall be disclosed promptly to the Board of Directors;

(f) commencing at the end of the month in which the first Unit is sold and closed, financial reports shall be prepared for the Association at least quarterly containing:

(i) an income statement reflecting all income and expense activity for the preceding period on an cash basis;

(ii) a statement reflecting all cash receipts and disbursements for the preceding period;

(iii) a variance report reflecting the status of all accounts in an "actual" versus "approved" budget format;

(iv) a balance sheet as of the last day of the preceding period; and

(v) a delinquency report listing all Owners who are delinquent in paying the monthly installments of assessments at the time of the report and describing the status of any action to collect such installments which remain delinquent (A monthly installment of the assessment shall be considered to be delinquent on the fifteenth (15th) day of each month unless otherwise determined by the Board of Directors);

(g) an annual report consisting of at least the following shall be distributed to all Members within one hundred twenty (120) days after the close of the fiscal year: (1) a balance sheet; and (2) an operating (income) statement.

Section 19. Borrowing. The Board of Directors shall have the power to borrow money for the purpose of maintenance, repair or restoration of the Common Elements without the approval of the Members of the Association. The Board shall also have the power to borrow money for other purposes; provided, the Board shall obtain Member approval in the same manner provided in Article X, Section 3, of the Declaration for special assessments in the event that the proposed borrowing is for the purpose of modifying, improving, or adding amenities and the total amount of such borrowing exceeds or would exceed five (5%) percent of the budgeted gross expenses of the Association for that fiscal year.

Section 20. Rights of the Association. With respect to the Common Elements, and in accordance with the Charter and Bylaws of the Association, the Association shall have the right to contract with any person for the performance of various duties and functions. Without limiting the foregoing, this right shall entitle the Association to enter into common management, operational, or other agreements with trusts, condominiums, or cooperatives, and other owners or residents associations, both within and without the Properties; provided, however, that any such agreements shall require the consent of two-thirds (2/3) of all Directors of the Association.

Except for property management contracts entered into pursuant to Article XV of the Declaration as well as any contract, lease, or other agreement entered into by the Declarant on behalf of the Association during the Class "B" Control Period, the Association shall not be bound, either directly or indirectly, by any contract, lease, or other agreement (including any management contract), unless such contract, lease or other agreement contains a right to termination exercisable by either party without penalty at any time, with or without cause, upon not more than ninety (90) days' written notice to the other party.

Section 21. Enforcement. The Board shall have the power to impose reasonable fines against Owners or occupants, which shall be an assessment on the Unit, shall constitute a lien upon the property of the violating Owner, and may be collected in the same manner provided for the collection of assessments in Article X of the Declaration. The Board also shall have the authority to suspend an Owner's right to vote, or to use the Common Elements, and may seek any other available remedy at law or in equity for violation of any duty imposed under the Declaration, these

Bylaws, or any rules and regulations duly adopted hereunder; provided, however nothing herein shall authorize the Association or the Board of Directors to limit ingress and egress to or from a Unit. In the event that any occupant of the residence located upon a Unit violates the Declaration, Bylaws, or a rule or regulation and a fine is imposed, the Board may choose, at the Board's sole discretion, to collect the fine from the occupant or the respective Owner. The failure of the Board to enforce any provision of the Declaration, Bylaws, or any rule or regulation shall not be deemed a waiver of the right, of the Board to do so thereafter.

(a) Additional Enforcement Rights. Notwithstanding anything to the contrary herein contained, the Association, acting through the Board of Directors, may elect to enforce any provision of the Declaration, these Bylaws, or the rules and regulations) or by suit at law or in equity to enjoin any violation or to recover monetary damages or both without the necessity of compliance with the procedure set forth above. In any such action, to the maximum extent permissible, the Owner or occupant responsible for the violation of which abatement is sought shall pay all costs, including reasonable attorney's fees actually incurred.

Article IV
Officers

Section 1. Officers. The officers of the Association shall be a President, Vice President, Secretary, and Treasurer, to be elected from among the members of the Board. The Board of Directors may appoint such other officers, including one or more Assistant Secretaries and one or more Assistant Treasurers, as it shall deem desirable, such officers to have the authority and perform the duties prescribed from time to time by the Board of Directors. Any two (2) or more offices may be held by the same person, except the offices of President and Secretary.

Section 2. Election, Term of Office, and Vacancies. The officers of the Association shall be elected annually by the Board of Directors at the first meeting of the Board of Directors following each annual meeting of the Members, as herein set forth in Article III. A vacancy in any office arising because of death, resignation, removal, or otherwise may be filled by the Board of Directors for the unexpired portion of the term.

Section 3. Removal. Any officer may be removed by the Board of Directors whenever in its judgment the best interests of the Association will be served thereby.

Section 4. Powers and Duties. The officers of the Association shall each have such powers and duties as generally pertain to their respective offices, as well as such powers and duties as may from time to time specifically be conferred or imposed by the Board of Directors. The President shall be the chief executive officer of the Association. The Treasurer shall have primary responsibility for the preparation of the budget as provided for in the Declaration and may delegate all or part of the preparation and notification duties to a finance committee, management agent, or both.

Section 5. Resignation. Any officer may resign at any time by giving written notice to the Board of Directors, the President, or the Secretary. Such resignation shall take effect on the date of the 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. Agreements, Contracts, Deeds, Leases, Checks, Etc. All agreements, contracts, deeds, leases, checks, and other instruments of the Association shall be executed by at least two (2)

officers, unless the Board has specifically designated an officer(s) or other person by resolution of the Board of Directors.

Article V
Committees

Section 1. General. Committees are hereby authorized to perform such tasks and to serve for such periods as may be designated by a resolution adopted by a majority of the Directors present at a meeting at which a quorum is present. Each committee shall operate in accordance with the terms of the resolution of the Board of Directors designating the committee or with rules adopted by the Board of Directors.

Section 2. Covenants Committee. In addition to any other committees which may be established by the Board pursuant to Section 1 of this Article, the Board of Directors may appoint a Covenants Committee consisting of at least three (3) and no more than five (5) members. Acting in accordance with the provisions in the Declaration, these Bylaws, and resolutions the Board may adopt, the Covenants Committee, if established, shall be the hearing tribunal of the Association and shall conduct all hearings held pursuant to Article III of these Bylaws.

Article V
Miscellaneous

Section 1. Fiscal Year. The fiscal year of the Association shall be set by resolution of the Board of Directors. In the absence of such a resolution, the fiscal year shall be the calendar year.

Section 2. Parliamentary Rules. Except as may be modified by Board resolution, Robert's Rules of Order (current edition) shall govern the conduct of Association proceedings when not in conflict with Tennessee law, the Charter of the Association, the Declaration, or these Bylaws.

Section 3. Conflicts. If there are conflicts between the provisions of Tennessee law, the Charter of the Association, the Declaration, and these Bylaws, the provisions of Tennessee law, the Declaration, the Bylaws, and the Charter of the Association (in that order) shall prevail.

Section 4. Books and Records.

(a) Inspection by Members and Mortgagees. The Declaration and Bylaws, membership register, books of account, and minutes of meetings of the Members, the Board and committees shall be made available for inspection and copying by any Mortgagee, Member of the Association, or by his or her duly appointed representative at any reasonable time and for a purpose reasonably related to his or her interest as a Member at the office of the Association or at such other place within the Properties as the Board shall prescribe, provided that the cost of any such copies shall be paid by the requesting party.

(b) Rules for Inspection. The Board shall establish reasonable rules with respect to:
- (i) notice to be given to the custodian of the records;
- (ii) hours and days of the week when such an inspection may be made; and
- (iii) payment of the cost of reproducing copies of the documents requested.

(c) Inspection by Directors. Every Director shall have the absolute right at any reasonable time to inspect all books, records, and documents of the Association and the physical

properties owned or controlled by the Association. The right of inspection by a Director includes the right to make extracts and a copy of relevant documents at the expense of the Association.

Section 5. Notices. Unless otherwise provided in these Bylaws, all notices, demands, bills, statements, or other communications under these Bylaws shall be in writing, and shall be deemed to have been duly given if delivered personally or if sent by:

(a) United States Mail, first class postage prepaid:

(i) if to a Member, at the address which the Member has designated in writing and filed with the Secretary or, if no such address has been designated, at the address of the Unit of such Member; or

(ii) if to the Association, the Board of Directors, or the managing agent, at the principal office of the Association or the managing agent, if any, or at such other address as shall be designated by notice in writing, sent via regular or electronic mail, to the Members pursuant to this Section;

(b) electronic mail to the address provided for the Member or Association, as applicable, with delivery receipt acknowledgment.

Section 6. Amendment. Prior to the conveyance of the first Unit, Declarant may unilaterally amend these Bylaws. After such conveyance, the Declarant may unilaterally amend these Bylaws so long as it has the right to annex Additional Property pursuant to Article VIII, Section 1 of the Declaration and so long as the amendment has no material adverse effect upon any right of any Owner, including any Builder. 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 sixty-seven percent (67%) 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. Notwithstanding the foregoing, any amendments of a "material nature" as set forth under Article XIII, Section 2 of the Declaration shall require the approval of Owners who represent at least sixty-seven (67%) percent of the total allocated votes in the Association and by fifty-one (51%) percent of Mortgagees. No amendment shall be effective until recorded in the Register of Deed's Office of Davidson County, Tennessee.

[CERTIFICATION PAGE TO FOLLOW]

CERTIFICATION

The foregoing Bylaws are hereby adopted as the Bylaws of 100 THOMPSON HOMEOWNERS ASSOCIATION, INC., a Tennessee nonprofit corporation, by the undersigned as of this the 6TH day of FEBRUARY, 2018.

William F. Snyder, SECRETARY

EXHIBIT "D"

CHARTER OF 100 THOMPSON HOMEOWNERS ASSOCIATION, INC.

[SEE ATTACHED]

Tre Hargett
Secretary of State

Bill Garrett Davidson County
Batch# 51700 CHARTER
01/25/2018 04:07:30 PM 5 pgs
Fees: $7.00 Taxes: $0.00
[redacted]
20180125-0008084

Division of Business Services
Department of State
State of Tennessee
312 Rosa L. Parks AVE, 6th FL
Nashville, TN 37243-1102

100 THOMPSON HOMEOWNERS ASSOCIATION, INC.
2610 WESTWOOD DR
NASHVILLE, TN 37204-2710

January 25, 2018

Filing Acknowledgment

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

SOS Control # :	**000943371**	Formation Locale:	TENNESSEE
Filing Type:	Nonprofit Corporation - Domestic	Date Formed:	01/25/2018
Filing Date:	01/25/2018 3:00 PM	Fiscal Year Close:	12
Status:	Active	Annual Report Due:	04/01/2019
Duration Term:	Perpetual	Image # :	B0483-0219
Public/Mutual Benefit:	Mutual		
Business County:	DAVIDSON COUNTY		

Document Receipt

Receipt # : 003762413 Filing Fee: $100.00

Payment-Check/MO - ORTALE, KELLEY, HERBERT & CRAWFORD, NASHVILLE, TN $100.00

Registered Agent Address:
100 THOMPSON HOMEOWNERS ASSOCIATION, INC.
STE 110
330 COMMERCE ST
NASHVILLE, TN 37201-1823

Principal Address:
2610 WESTWOOD DR
NASHVILLE, TN 37204-2710

Congratulations on the successful filing of your **Charter** for **100 THOMPSON HOMEOWNERS ASSOCIATION, INC.** in the State of Tennessee which is effective on the date shown above. You must also file this document in the office of the Register of Deeds in the county where the entity has its principal office if such principal office is in Tennessee. Please visit the Tennessee Department of Revenue website (apps.tn.gov/bizreg) to determine your online tax registration requirements. If you need to obtain a Certificate of Existence for this entity, you can request, pay for, and receive it from our website.

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

Tre Hargett
Secretary of State

Processed By: Cynthia Dunn

FILED

CHARTER

OF

100 THOMPSON HOMEOWNERS 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 100 THOMPSON HOMEOWNERS ASSOCIATION, INC., a Tennessee nonprofit corporation.
2. The name of the initial registered agent of the corporation is100 THOMPSON HOMEOWNERS ASSOCIATION, INC., a Tennessee nonprofit corporation.
3. The address of the initial registered office of the corporation 330 Commerce Street, Suite 110, Nashville, TN 37201.
4. The address of the principal office of the corporation in the State of Tennessee shall be 2610 Westwood Dr. Nashville, TN 37204.
5. The name and address of the incorporator is Patrick H. Poole, Esq., Ortale Kelley, Law Firm, 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 100 THOMPSON 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

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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 100 THOMPSON 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.

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 100 THOMPSON 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 25th day of January, 2018.

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

E2018-00202 01/25/2018 3:00 PM Received by Tennessee Secretary Of State For Verification

Payment Receipt Batch # 51700
Date/Time: 01/25/2018 16:07:33
Method Received: WALK-IN
Clerk: BWELLS

OFFICIAL RECEIPT
Bill Garrett
Davidson County Register Of Deeds

BENNETT

Return Method: HOLD AT COUNTER

Inst # 201801250008084 CHARTERS
Grantor: STATE OF TENNESSEE
Grantee: 100 THOMPSON HOMEOWNERS ASSOCIATION INC

04:07:30 PM
Pages: 5

Recording Fee	5.00
DP Fee	2.00
Doc Total :	**7.00**

TOTAL :	**7.00**
CHECK # 167357	7.00
AMOUNT PAID :	7.00
LESS AMOUNT DUE :	7.00
	0.00

When Receipt Is Paid By Check, This Receipt Is Not Valid Until Check Is Paid By Bank

EXHIBIT "E"

ATTORNEY'S OPINION LETTER

[SEE ATTACHED]

ORTALEKELLEY LAW FIRM

Patrick H. Poole
ppoole@ortalekelley.com
Direct: (615) 780-7513

February 2, 2018

100 THOMPSON
HOMEOWNERS ASSOCIATION, INC
Attn: William F. Snyder
2610 Westwood Dr.
Nashville, TN 37204

Re: LEGAL OPINION FOR 100 THOMPSON, A HORIZONTAL PROPERTY REGIME PLANNED UNIT DEVELOPMENT (PUD)

Dear Mr. Snyder:

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 100 Thompson, a Horizontal Property Regime Planned United Development;

2) Charter of 100 Thompson Homeowners Association, Inc., a not-for-profit corporation;

3) Bylaws of 100 Thompson Homeowners Association, Inc., a not-for-profit corporation; and

4) The plat/site plan exhibits for 100 Thompson, a Horizontal Property Regime Planned United Development, which plat/site plan exhibits show 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