THIS INSTRUMENT PREPARED BY:

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Tax Map 95-02, Parcel 110.00

Bill Garrett Davidson County
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DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR RIVERWALK AT MILL CREEK HOMES, A HORIZONTAL PROPERTY REGIME WITH PRIVATE ELEMENTS

THIS DECLARATION, made and entered into by Riverwalk at Mill Creek Homes, LLC, a Tennessee limited liability company (hereinafter referred to as the "Declarant");

W I T N E S S E T H:

WHEREAS, the Declarant is the record owner and holder of the legal title of a tract or parcel of real property located in Davidson County, Tennessee, and more particularly described on **Exhibit "A"** attached and made a part hereto (hereinafter referred hereto as the "Property");

WHEREAS, the Declarant desires to submit the Property together with all buildings, structures, improvements, and other permanent fixtures of whatever kind thereon, and all rights and privileges belonging or in any way pertaining thereto, to the provisions of the Horizontal Property Act of the State of Tennessee as the same may be amended from time to time for the express purpose of establishing thereon a horizontal property regime with private elements to be known as Riverwalk at Mill Creek Homes; and,

WHEREAS, the Declarant further desires to establish for its own benefit and for the mutual benefit of all future owners and/or occupants of the Property or any part thereof, certain rights, easements, and privileges in, over and upon the Property and certain mutually beneficial restrictions and obligations with respect to the proper use, conduct and maintenance thereof, for the purpose of enhancing and perfecting the value, desirability and attractiveness of the Property.

NOW, THEREFORE, the Declarant declares as follows:

1. **Definitions**. As used herein, unless the context otherwise requires:

(a) "Act" means the Horizontal Property Act of the State of Tennessee, Tennessee Code Annotated, Section 66-27-101, et seq., as the same may be amended from time to time.

(b) "Association" means Riverwalk at Mill Creek Homes Association, Inc., a Tennessee not-for-profit corporation.

(c) "Board" means the Board of Directors of the Association.

(d) "Buildings" mean the buildings located on the Property to be constructed within the Units. The Buildings are delineated on the Plat.

(e) "By-Laws" mean the By-Laws of the Association attached hereto as **Exhibit "B"** and made a part hereof, as amended from time to time. For purposes of the Act, all provisions contained in the body of this Declaration dealing with the administration and maintenance of the Property shall be deemed to be part of the By-Laws.

(f) "Common Elements" shall mean shall mean all of the Property, except the Units and the Private Elements.

(g) "Limited Common Elements" shall mean those portions of the Common Elements designated herein for the exclusive use of the Unit to which it is appurtenant as shown on the Plat.

(h) "Private Elements" shall mean and include the lot area upon which a Unit is located. Exclusive ownership in fee simple title and use of the Private Elements for each Unit is reserved to such Unit. The area of the Private Elements for each Unit is shown on the Plat.

(i) "Declarant" shall refer to Riverwalk at Mill Creek Homes, LLC, a Tennessee limited liability company, its successors and assigns.

(j) "Majority" or "majority of the Unit Owners" mean at least fifty-one (51%) percent of the Owners of the Units.

(k) "Declaration" means this instrument as amended from time to time.

(l) "Occupant" means a person or persons in possession of a Unit, regardless of whether said person is a Unit Owner.

(m) "Master Declaration" means the Declaration of Protective Covenants, Conditions and Restrictions for Riverwalk at Mill Creek recorded at Instrument No. 20180306-0021073 in the Register's Office for Davidson County, Tennessee, which creates the "Master Development and the "Master Association."

(n) "Parcel" means the parcel(s) or tract(s) of real estate described on **Exhibit "A"** attached to this Declaration and submitted hereby to the provisions of the Act.

(o) "Percentage Interest" means each Unit Owner's percentage of ownership associated with his or her membership interest in the Association as set forth on **Exhibit "C"** attached hereto and incorporated herein by this reference.

(p) "Period of Declarant Control" means the period commencing upon the date hereof and ending on the later of the following dates: (a) three (3) years after the first conveyance of a Unit to a purchaser other than the Declarant (or such earlier date as the Declarant may elect by notice to all Owners), or (b) when three-fourths (3/4) of the Units in the Development have been conveyed to purchasers other than the Declarant; provided, however, if necessary to comply with federal Regulations applicable to Mortgagees such period shall end no later than the earlier of the dates prescribed in (a) and (b) above.

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

(r) "Planned Unit Development" means Riverwalk at Mill Creek Homes, a horizontal property regime with private elements.

(s) "Plat" means the Plat, Plats of survey or site plans of the Parcel or Parcels submitted to the provisions of the Act showing the number of each Unit and the exterior boundary of its Private Elements and other data necessary for identification, said Plat or Plats being attached hereto as **Exhibit "D"**.

(t) "Property" means all the land, property and space comprising the Parcel as defined in Item (n) above, and all improvements and structures erected, constructed or contained therein or thereon, including the Buildings and all easements, rights and appurtenances belonging thereto, and all furniture, furnishings, fixtures, and equipment intended for the mutual use, benefit or enjoyment of Unit Owners, submitted to the provisions of the Act.

(u) "Record" or "Recording" refers to the record or recording in the Register's Office for Davidson County, Tennessee.

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

(w) "Unit" shall mean a portion of the Property as shown and designated in the Plat for separate ownership and shall include the Private Elements and the residence and improvements now and hereafter located thereon. The Units are identified by a number on the Plat and may be held and conveyed by reference to such number. Conveyance of a Unit shall automatically convey the membership of each Unit Owner in the Association. Any Unit may be jointly or commonly owned in any state recognized under applicable law. For purposes herein, the term "Unit" shall equate to the same meaning as the term "apartment" in the Horizontal Property Act.

(x) "Unit Owner" means the person or persons whose estates or interests, individually or collectively, aggregate fee simple ownership of a Unit, its respective Private Elements, and of the membership interest in the Association appurtenant thereto, and shall be deemed the same as "co-owner" under the Act. Unless specifically provided otherwise herein, Declarant shall be deemed a Unit Owner so long as it is the legal title holder of any Unit.

2. **Submission of Property to the Act**. The Declarant does hereby submit and subject the Parcel and the Property to the provisions of the Act and does hereby establish a Horizontal Property Regime to be known as Riverwalk at Mill Creek Homes.

3. **Plat**. The Plat sets forth the numbers and location of each Unit and other data as required by the Act.

4. **Units**. The legal description of each Unit shall consist of the identifying number of each Unit as shown on the Plat. Every deed, lease, mortgage, deed of trust, or other instrument shall legally describe a Unit by its identifying number as shown on the Plat and every such description by number shall be deemed good and sufficient for all purposes, as provided in the Act. Except as provided by the

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Act, no Unit Owner shall, by deed, plat, court decree or otherwise, subdivide or in any other manner cause his Unit to be separated into tracts or parcels different from the whole Unit as shown on the Plat.

5. Association of Unit Owners and Administration and Operation of the Property.

(a) The Association. There has been formed an Association having the name Riverwalk at Mill Creek Homes Association, Inc., a Tennessee not-for-profit corporation. The Association shall be the governing body for all Unit Owners, and it shall be operated to provide guidelines for the maintenance, repair, replacement, administration, and operation of the Property, as provided in the Act, this Declaration and the By-Laws. The Unit Owners shall be members of the Association, with each Unit holding a membership interest appurtenant to a Unit being its respective Percentage Interest, subject to the provisions concerning voting hereinafter set forth. The By-Laws for the Association shall be the By-Laws attached to this Declaration as **Exhibit "B"** and made a part hereof. The Board of Directors of the Association 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, and may be changed from time to time as the Board deems advisable. The Association shall not be deemed to be conducting a business of any kind. All activities undertaken by the Association shall be for the sole benefit of the Unit Owners, and any funds received by the Association shall be held and applied by it for the use and benefit of Unit Owners, in accordance with the provisions of this Declaration and By-Laws. A Unit Owner's membership shall automatically terminate when he or she ceases to be a Unit Owner. Upon the conveyance or transfer of a Unit Owner's ownership interest in his or her Unit to a new Unit Owner, the new Unit Owner shall simultaneously succeed to the former Unit Owner's membership interest in the Association. The aggregate number of votes for all members of the Association shall be divided among the respective Unit Owners with one (1) vote granted to each Unit.

(b) 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 (the "First Meeting") shall be held on a date to be selected by the Board within the first one hundred and twenty (120) days following the expiration of the Period of Declarant Control. Until the First Meeting, the members of the Board shall be appointed by the Declarant; but not later than one hundred twenty (120) days after the conveyance of twenty-five percent (25%) of the Units in the Development to Unit Owners other than the Declarant, at least one (1) director must be elected by Unit Owners other than the Declarant.

(c) Management of the Property. The Board shall have the authority to engage the services of an agent (the "Managing Agent") to maintain, repair, replace, administer and operate the Property, or any part thereof, to the extent deemed advisable by the Board, subject to the provisions of subparagraph (d) below. Said agent shall be required to maintain fidelity bond coverage on its employees handling Association funds. The cost of said services shall be a common expense.

(d) Initial Management Contract. The first Board, appointed as provided herein, shall ratify and approve the management agreement between the Declarant (if applicable) on behalf of the Association, and a management corporation, to act as Managing Agent for the Property, for a term as approved by the first Board, but not to exceed one year.

(e) Use by the Declarant or Builder**.** During the period of construction and sale by the Declarant (and or any builders of residences within the Units), the Declarant and/or any such builder or their agents, employees, contractors, etc. shall be entitled to access, ingress, egress from the Buildings and Property as may be required for purposes of construction and sale of residences on the Units.

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(f) Non-Liability of the Directors, Board, Officer and Declarant. To the extent permitted by law, neither the directors nor officers of the Association shall be personally liable to Unit Owners for any mistake of judgment or for any other acts or omissions of any nature whatsoever as such directors or officers, except for any acts or omissions found by a court to constitute gross negligence, fraud, or willful misconduct. The Association shall indemnify and hold harmless each of the directors or officers and their respective heirs, executors, administrators, successors and assigns in accordance with the By-Laws.

6. **Board's Determination Binding**. In the event of any dispute or disagreement between any Unit Owners relating to the Property, or any questions of interpretation or application of the provisions of this Declaration or By-Laws, the determination thereof by the Board shall be final and binding on all Unit Owners.

7. **Ownership of the Common Elements**. Ownership of the Common Elements shall be vested in the Association and each Unit Owner's Percentage Interest in the Association is set forth on **Exhibit "C"**.

8. **Use of the Common Elements**. Each Unit Owner shall have the right to use the Common Elements in common with all other Unit Owners, as may be required for the purposes of access, ingress to, egress from, use, occupancy and enjoyment of the respective Unit owned by such Unit Owner. Such right to use the Common Elements shall extend not only to each Unit Owner, but also to his agent, servants, tenants, family members, customers, invitees, and licenses. However, each Unit Owner shall have the right to the exclusive use and possession of the Private Elements and Limited Common Elements appurtenant to such Unit, and shall be used by each respective Unit Owner subject to the Rules and Regulations of the Association.

9. **Ingress/Egress Easement and Parking Spaces**. Except as otherwise specified on the Plat, parking areas and/or driveways on the Property shall be part of the Common Elements. There shall be an ingress and egress easement which shall benefit both Unit Owners. Parking areas and driveways within the Common Elements shall be used by such Unit Owner (s) subject to the Rules and Regulations of the Association.

10. **Common Expenses and Enforcement**.

(a) Except as specifically provided otherwise herein, each Unit Owner shall pay his or her Percentage Interest of the expenses of the administration and operation of the Common Elements and of any other expenses incurred in conformance with these Declarations and Bylaws (which expenses are herein sometimes referred to as "common expenses"'), including, but not limited to, the maintenance and repair thereof and any and all replacements and additions thereto. Payment of common expenses, including any prepayment thereof required by any contract for a sale of a Unit, shall be in such amounts and at such times as determined in the manner provided in the Bylaws. No Unit Owner shall be exempt from payment of such Unit Owner's proportionate share of the common expenses by waiver or non-use of enjoyment of the Common Elements, or by abandonment of such Owner's Unit. If any Unit Owner shall fail or refuse to make any such payment of the common expenses when due, the amount thereof, together with interest thereon at the maximum permissible contract rate per annum after said common expenses become due and payable, shall constitute a lien on the Unit as provided in the Act.

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Notwithstanding the foregoing, the Declarant shall not be required to expend from its own funds any sums of money for maintenance, improvements, or any other expenses of the administration of the Common Elements, and no Unit owned by the Declarant shall be assessed for common expenses, or otherwise, until such time as construction of such Unit is complete and the Unit is occupied by a tenant of Declarant, or is sold by the Declarant. This paragraph of Section 10(a) may not be modified or amended without the written consent of the Declarant.

(b) Enforcement. In the event any Unit Owner fails to maintain such Owner's Unit, including its Private Elements, and the Limited Common Elements attributable to such Unit, if said Limited Common Elements maintenance responsibility shall be designated to the applicable Unit Owner, or in the event any Unit Owner fails to pay such Owner's proportionate share of any common expense when such is due, then in any such event the Association may after ten (10) days' notice to the defaulting Unit Owner, perform such maintenance, advance and pay such sums, or do any other reasonable act necessary to cure such default. The Association shall have a lien against the Unit of the defaulting Unit Owner securing payment of the sums expended or advanced, and shall be entitled to enforce such lien by filing suit in a court of competent jurisdiction. In the event the Association is successful in such suit, it shall be entitled to recover reasonable attorney fees and costs incurred in such suit and enforcement of its rights.

(c) Deed of Trust Protection. The lien for common expenses payable by a Unit Owner shall be subordinate to the lien of a recorded deed of trust on the interest of such Unit Owner, except for the amount of the proportionate share of common expenses which become due and payable from and after the date on which the beneficiary thereunder either takes possession of the Unit encumbered thereby, accepts a conveyance of any interest therein (other than as security) or forecloses on its deed of trust. This Subsection (c) shall not be amended, changed, modified or rescinded without the prior written consent of all deed of trust beneficiaries of record.

(d) Special Assessments. In addition to the annual assessments for common expenses authorized above, the Association may levy a special assessment for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of capital improvements upon the Common Elements, including fixtures and personal property related thereto. Furthermore, the Association shall levy a special assessment for maintenance, reconstruction of improvements, repair or replacement of improvements to specific Units as expressly provided for in this Declaration.

(e) Interest on Assessments. Any past due assessment shall bear interest at the maximum effective annual rate of interest as determined by the Department of Financial Institutions.

(f) Power of Sale. The Association's lien for assessments may be enforced in like manner as a deed of trust with power of sale in accordance with T.C.A. §35-5-101, et. seq., provided that the Association shall give notice to the Unit Owner and to all lienholders of record prior to the first publication of notice as required under such section and T.C.A. §66-27-415. Subject to compliance with such requirements, the Association may sell the Unit at public auction for cash, and in bar of the statutory right and any equity of redemption, homestead, dower and all other rights and exemptions of every kind, all of which are hereby waived; and the Association shall apply the proceeds from such sale - First, to the payment of all costs and expenses of such sale, including attorneys' and trustees' fees and expenses incurred in connection with the sale and Grantor's default; Second, to the payment of the assessment and interest thereon; Third, the surplus, if any, to the parties legally entitled thereto.

(g) Personal Liability. Each Owner of a Unit (whether one or more persons and including all of the shareholders of any corporation) shall be and remain personally liable for the payment of all assessments which may be levied against such Unit by the Association in accordance with this Declaration and any applicable late charge and accrued interest thereon owed.

11. **Mortgages and Deeds of Trust**. Each Unit Owner shall have the right, subject to the provisions herein, to mortgage his or her Unit together with his respective ownership interest in the Association. No Unit Owner shall have the right or authority to mortgage or place a lien on the other Units or the Common Elements.

12. **Separate Real Estate Taxes**. Real estate taxes shall be separately taxed to each Unit Owner for his Unit and its Private Elements and its corresponding interest in the Association, as provided in the Act. In the event that such taxes for any year are not separately taxed to each Unit Owner by the property assessor, but rather are taxed on the Property as a whole, then each Unit Owner shall pay his or her proportionate share thereof in accordance with such Unit Owner's Percentage Interest in the Association, and, in said event, such taxes shall be deemed a common expense.

13. **Insurance**. The Association and each Unit Owner shall maintain insurance as follows:

(a) The Association shall procure and maintain insurance as follows:

(i) The Association shall maintain liability insurance as described in T.C.A. § 67-27-413 that shall have limits of liability that shall be at least Two Million Dollars ($2,000,000.00) for personal injury or death and One Million Dollars ($1,000,000) for property damage arising out of a single occurrence.

(ii) The Association shall maintain fidelity bonds or insurance coverage against dishonest acts on the part of such persons (including by way of illustration and not limitation, Association members, officers, directors, trustees, managers, agents, employees and volunteers) handling or responsible for funds belonging to or administered by the Association. In the event the Association has delegated some or all of the responsibility for the handling of funds to a management agent, such bonds or insurance coverage shall include officers, employees and agents of such management agent. Such fidelity bond or insurance shall name the Association as the named insured and shall be written in an amount sufficient to cover the maximum funds that will be in the custody of the Association or its managing agent at any time while the bond is in force which is in no event less than one and one-half (1-1/2) times the Association's estimated annual operating expenses, including reserves. In connection with such coverage, an appropriate endorsement to such policy or bond in order to cover any persons who serve without compensation shall be added if the policy would not otherwise cover volunteers. Such fidelity bond or insurance shall also: (i) name the Association as an obligee; (ii) contain waivers by the issuers of the bonds of all defenses based upon the exclusion of persons serving without compensation from the definition of "employees", or similar terms or expressions; and (iii) provide that same may not be cancelled or substantially modified (including cancellation for non-payment of premium) without at least thirty (30) days prior written notice to the Association and all Eligible Mortgagees and the Federal National Mortgage Association, its successors or assigns. A management agent that handles funds for the Association should also obtain its own fidelity bond, which must provide the same coverage required of the Association. The Association should be named as an additional obligee in the management agent's bond.

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(iii) The Association shall maintain worker's compensation and other mandatory insurance, when applicable, to meet the requirements of the State of Tennessee.

(iv) The Association shall maintain flood insurance covering loss or damage to the Common Areas and property of the Association to flood if any of the insured property is located in Flood Zone A or V as defined by the Federal Emergency Management Agency (FEMA). The Association may obtain such insurance through any available governmental programs providing for such coverage.

(v) The named insured on all insurance policies purchased by the Association shall be the Association, individually, and as agent for the Unit Owners covered by the policy, without naming them, and as agent for their mortgagees without naming them. The Unit Owners and their mortgagees shall be named as additional insureds. All policies of insurance must be consistent with state and local insurance laws and equal such coverage as is commonly required by prudent institutional mortgage investors.

(vi) All policies of insurance shall provide that such policies may not be canceled or substantially modified without at least thirty (30) days prior written notice to all of the named insureds and all mortgagees of Units.

(vii) The premiums for insurance maintained by the Association shall be a common expense.

(b) Each Unit Owner shall maintain the property and liability insurance as described in T.C.A. § 67-27-413, subject to the following additional requirements and qualifications:

(1) If the Unit Owner's property includes a Building, such property insurance shall be equal to the full insurable replacement value of the Building and related structures, without deduction for depreciation (i.e., one hundred percent (100%) of current "replacement cost" exclusive of land, foundations, excavation and other items normally excluded from coverages, but including all building service equipment), with a standard extended coverage endorsement, standard all-risk endorsement, an "agreed amount endorsement" or its equivalent, if available, or an "inflation guard endorsement", if available, a construction code endorsement, if applicable and to the extent required by the Federal National Mortgage Association, and steam boiler coverage, if applicable. Notwithstanding the foregoing, in no event shall the aggregate amount of the insurance obtained be less than the amount of the initial principal sum of all Eligible Mortgages in effect from time to time. The insured property shall include all Common and Limited Common Elements, including fixtures and building service equipment and common personal property and supplies belonging to the Association, and the Units. Such insurance shall, if so required by the Federal National Mortgage Association and if and to the extent reasonably available, also cover fixtures, equipment and other personal property inside a Unit if such fixtures, equipment or personal property are financed by a mortgage purchased by the Federal National Mortgage Association.

(2) Such comprehensive liability insurance shall have limits of liability that shall be at least Two Million Dollars ($2,000,000.00) for personal injury or death and One Million Dollars ($1,000,000) for property damage arising out of a single occurrence; provided, however, if the property is a single-family residence the foregoing coverage limits shall be reduced to Three Hundred Thousand Dollars ($300,000) and One Hundred Thousand Dollars ($100,000), respectively.

(3) Each Unit Owner shall maintain flood insurance covering loss or damage to his Building from flood if any of the insured property is located in Flood Zone A or V as defined by the Federal Emergency Management Agency (FEMA). The Unit Owner may obtain such insurance through any available governmental programs providing for such coverage

(4) All policies of insurance shall provide that such policies may not be canceled or substantially modified without at least thirty (30) days prior written notice to all of the named insureds and all affected mortgagees.

(c) All policies of insurance maintained by Unit Owners and the Association should also contain, if possible, a waiver of subrogation rights by the insurer against the Unit Owners and the Association, as the case may be.

(d) In the event of damage to or destruction of any Building constructed within a Unit as a result of fire or other casualty covered by insurance proceeds, the affected Unit Owner shall arrange for the prompt repair and restoration of the damaged portion of the Building substantially in accordance with the original plans and specifications therefor.

14. **Responsibility for Maintenance, Repairs, and Replacements**. Responsibility of Unit Owners and the Association for maintenance, repairs and replacements with respect to the Units and the Common Elements is as follows:

(a) Each Unit Owner is responsible for maintenance, repair, and replacement of the Building constructed on his or her Unit. In addition, the owner of each Unit shall maintain any part of such Unit that is visible from other Units in accordance with standards established by the Board.

(b) The Association shall furnish and be responsible for maintenance, repairs to, and replacement of all Common Elements. All expenses incurred by the Association under this subparagraph (b) shall be part of the common expenses.

(c) The Board shall direct Unit Owners who engage contractors to fulfill their obligations under subparagraph (b) above to procure and deliver to the Association such lien waivers and contractor's and subcontractor's sworn statements as may be required to protect the Property from all mechanic's or materialmen's lien claims associated with such work.

(d) Should the affected Unit Owner fail or refuse to fulfill any of his obligations under subparagraph (a) above, the Association may cause said maintenance, repairs and/or replacements be made for the benefit such Unit and the other Unit Owners, specially assess the expense thereof to the benefitted Unit Owner, and pursue its remedies against such Unit Owner as described in Section 18 hereof.

(e) If, due to the act or neglect of a Unit Owner, or of his agent, servant, tenant, family member, invitee, licensee or household pet, damage shall be caused to other Units or the Common Elements or if failure to maintain his Unit causes damage to the another Unit or the Common Elements, then the responsible Unit Owner shall pay the costs associated with such damage, including any necessary maintenance, repairs and/or replacements.

15. **Easements**. The following Easements are hereby created for the benefit of Unit Owners and the Association:

(a) A joint and mutual easement hereby exists for any installation, maintenance, repair and replacement of any and all pipes, wires, conduits, or other utility lines running through or around any Unit's Private Elements or Limited Common Elements, if applicable. An easement exists for ingress and egress and maintenance in favor of any public utility providing utility services to the Units and to each Unit Owner if necessary to maintain their Unit by accessing the other unit's Private Elements or Limited Common Elements. Reasonable notice to access the adjoining Unit's Private Elements or Limited Common Elements shall be given to the affected Unit Owner unless access is required due to emergency circumstances.

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

(c) If any portions of the Common Elements shall actually encroach upon any Unit or its Private or Limited Common Elements, or if any Unit or its Private or Limited Common Elements shall actually encroach upon any portions of the Common Elements, there shall be deemed to be mutual easements in favor of the owners of the Common Elements and the respective Unit Owners involved, to the extent of such encroachments, so long as the same shall exist.

16. **Alterations, Additions or Improvements**. Except as provided in Section 14(a), no alteration of a Unit or the Common Elements, shall be made by any Unit Owner without the prior written approval of the Board. The Board may authorize alterations, additions and improvements of the Units or the Common Elements as provided in this Declaration or the By-Laws. Any Unit Owner may make alterations, additions or improvements within the Building constructed on his Unit without the prior written approval of the Board, but such Unit Owner shall be responsible for any damage to other Units or the Common Elements resulting from such alterations, additions or improvements. Any alteration and/or maintenance made by a Unit Owner to the exterior or roof of his Unit (including doors, windows, and roofs) shall be in strict conformity to the original architectural design and scheme of the Units unless otherwise approved by the Board.

17. **Use and Occupancy Restrictions**. Subject to the Special Declarant Rights reserved by the Declarant, the following use restrictions apply to all Units and to the Common Elements:

(a) Residential Use. No part of the Units or the Common Elements may be used for purposes other than housing and the related common purposes for which the Planned Unit Development was designed and as allowed by municipal zoning laws. Each Unit, or any two or more adjoining Units used together, shall be used as a residence or such other use permitted by this Declaration, and for no other purpose, except that professional and quasi-professional people may use their residence (not in violation of municipal zoning laws) as an ancillary or secondary facility to an office established elsewhere. The foregoing restrictions as to residence shall not, however, be constructed in such manner as to prohibit the Owner of a Unit from: (i) maintaining a personal professional library; (ii) keeping his personal business or professional records or accounts; (iii) handling his personal business or professional telephone calls or correspondence. Such uses are expressly declared customarily incident to the principal residential use and not in violation of the foregoing restriction.

(b) Improper Activities. No immoral, improper, unlawful or offensive activity shall be carried on in any Unit or upon the Common Elements, nor shall anything be done which may be or become an annoyance or a nuisance to the Owners of Units. A Unit Owner shall not do or permit anything to be done or keep or permit to be kept in his Unit or on the Common Elements that will increase the rate of insurance on the Planned Unit Development.

(c) Signs. No signs or other advertising devices shall be displayed which are visible from the exterior of any Unit or on the Common Elements, including "For Sale" signs, except in conformity with Rules and Regulations promulgated by the Board.

(d) Antennae. No exterior radio, television, microwave, or other antennae or antennae dish or signal capture of distribution device shall be permitted outside any Unit except as expressly permitted by applicable law. The Declarant or the Association may establish one or more exterior audio, television, microwave or other antennae or antennae dish or signal capture and distribution device as a Common Element.

(e) Rules and Regulations. In addition to the restrictions set forth in subparagraphs (a)-(d) of this Section 17, the use of Units, the Common Elements, and the Limited Common Elements shall be subject to such Rules and Regulations as may be adopted by the Board.

(f) Restrictions on Alienation. A Unit shall be subject to the following restrictions on alienation:

(i) A Unit may not be conveyed pursuant to a time-sharing arrangement.

(ii) A Unit may be leased or rented subject to the reasonable requirements of the Board in regard to leases and rental agreements. All leases must be in writing and shall incorporate the provisions of this Declaration and the Bylaws.

(g) Use of Common Elements. The Common Elements, if applicable shall be used only by Unit Owners and their agents, servants, tenants, family members, customers, invitees, and licensees for access, ingress to, and egress from the respective Units and for such other purposes incidental to use of the Units. The use, maintenance and operation of the Common Elements shall not be obstructed, damaged or unreasonably interfered with by any Unit Owner.

18. **Remedies**. The Association or any Unit Owner shall have the right to prosecute any proceedings at law or in equity against any person or persons violating any of the provisions of this Declaration, the bylaws, or any rules and regulations of the Association, and to obtain relief by way of injunction, money damages, or both. No delay or omission on the part of the Association or a Unit Owner in exercising any right, power or remedy herein provided in the event of any breach of the foregoing covenants shall be construed as a waiver thereof or acquiescence therein. In the event any provision of the foregoing covenants shall be held invalid by judgment or court order, it shall not be deemed to affect any of the other covenants contained herein, which shall continue and remain in full force and effect. In the event that any of the foregoing covenants shall be declared void by a court of competent jurisdiction by reason of the period of time herein stated for which the same shall be effective, then the term of such covenant shall be reduced to the maximum period of time allowed by the laws of the State of Tennessee. Should the Association or an aggrieved Co-owner employ counsel to enforce any of the foregoing covenants, the Association or such Co-owner, as the case may be, shall

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be entitled to recover from the breaching Co-owner the attorney's fees and expenses incurred in such action, provided the Association or such Co-owner ultimately prevails in such action.

19. **Amendments**. The provisions of this Declaration may be amended by an instrument in writing, setting forth such amendment, signed by sixty-seven (67%) percent of the Unit Owners; provided, however, that all lien holders of record have been notified by certified mail of such amendment, and an affidavit by the Secretary of the Association certifying to such mailing is made a part of such instrument. However, if the Act, this Declaration or the By-Laws require the consent or agreement of all Unit Owners or of all lien holders for any action specified in the Act or in this Declaration, then any instrument amending any provision of this Declaration with respect to such action shall be signed by all Unit Owners and/or all lien holders or both as required by the Act or this Declaration. Any amendment shall be effective upon the recording of such instrument in the Office of the Register of Davidson County, Tennessee; provided, however, that no provisions in this Declaration may be amended so as to conflict with the provisions of the Act.

20. **Special Declarant Rights**. The Declarant reserves the following Special Declarant Rights:

(a) The right to complete or make improvements indicated on the Plat;

(b) The right to maintain sales offices, management offices, signs advertising the Planned Unit Development, and models in Units during the Period of Declarant Period;

(c) The right to use, and to permit others to use, easements through the Common Areas as may be reasonably necessary for the purpose of discharging the Declarant's development obligations;

(d) The right to appoint or remove any officer of the Association or any Director during the Period of Declarant Period;

(e) The right to exercise any other rights reserved to the Declarant in this Declaration; and

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

21. **Perpetuities and Restraints on Alienation**. If any of the options, privileges, covenants, or rights created by this Declaration shall be unlawful, void or voidable for violation of the rule against perpetuities, when such provision shall continue only until twenty-one (21) years after the death of the survivor of the now living descendants of the Governor of Tennessee holding office as of the date of this Declaration.

22. **Rights and Obligations**. Each grantee of Declarant, by the acceptance of a deed of conveyance, accepts the same subject to all restrictions, conditions, covenants, reservations, liens, and charges, and the jurisdiction, rights, and powers created or reserved by this Declaration. All future Unit Owners and Occupants shall be subject to and shall comply with the provisions of this Declaration.

Any restrictions or rules in the By-Laws which are more than administrative in nature such as, but not limited to, reservations and future rights of Declarant are hereby incorporated into and made a part of this Declaration by reference. All rights, benefits and privileges hereby imposed shall be deemed and taken to be covenants running with the land, and shall bind any person having at any time any interest or estate in said land, and shall inure to the benefit of such grantee in like manner as though the provisions of this Declaration were recited and stipulated at length in each and every deed of conveyance or contract for conveyance.

All present and future Unit Owners and Occupants of a Unit shall be subject to, and shall comply with the provisions of the By-Laws appended hereto and recorded herewith, pursuant to Tennessee Code Annotated, Section 66-27-111, as they may be amended from time to time. The acceptance of a deed of conveyance, devise, or lease to a Unit, or the entering into occupancy of any Unit shall constitute an agreement that the provisions of the By-Laws, and any Rules and Regulations promulgated thereunder, as they may be amended from time to time, are assumed, accepted and ratified by such Unit Owner or Occupant, and all of such provisions shall be deemed and taken to be covenants running with the land and shall bind any person having at any time any interest or estate in such Unit, as though such provisions were recited and stipulated at length in each and every deed, conveyance or lease thereof

The terms and conditions of the Declaration, By-Laws, and rules and regulations of the Association may be incorporated by reference in, and become part of, the agreement between any first mortgagee and any present or future Unit Owner who enters into such an agreement with a first mortgagee. When so incorporated, any default in the terms and conditions of this Declaration, By-Laws, and rules and regulations may be considered by the first mortgagee as a default, whereupon said first 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.

23. **Condemnation**. In the event of a taking of part of the Common Elements in condemnation or by eminent domain, the award made for such taking shall be payable to the Association. If a majority of the Board in their 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 the Board does not approve the repair and commence restoration of such Common Elements within one hundred twenty (120) days after taking by the public or private authority, the Board shall disburse the net proceeds of such award on the basis of such Unit's percentage of ownership in the Association.

24. **Rights Reserved**. Unit Owner's right of enjoyment in the Common Elements shall be subject to:

(a) The right of the Association, as provided in its By-Laws or rules and regulations, to suspend the enjoyment rights of any member for any period during which any assessment remains unpaid, and for such period as it considers appropriate for any infraction of its published rules and regulations;

(b) The right of the Association to charge reasonable fees for the use of any part or parts of the Common Elements;

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(c) The right of the Association to diminish in any way or to dedicate or transfer all or any part of the Common Elements to any public agency or authority for such purposes and subject to such conditions as may be agreed to by the members entitled to vote thereon, provided that no such diminution or dedication or transfer or determination as to the purposes or as to the conditions thereof, shall be effective unless sixty-seven percent (67%) of the members of the Association have agreed to such dedication, transfer, purpose, or condition;

(d) The right of 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 the Units.

25. **Additional Rights of Mortgage Holders and Other Parties**. The following provisions are intended for the benefit of each Mortgage Holder, and to the extent that any other provisions of this Declaration conflict with the following provisions, the following provisions shall control:

(a) Definitions.

(i) "Mortgage" shall refer to any mortgage, deed to secure debt, deed of trust, or other transfer or conveyance of a Unit for the purpose of securing the performance of an obligation including, but not limited to, a transfer or conveyance of fee title for such purpose that has been duly recorded in the Register of Deeds Office for Davidson County, Tennessee.

(ii) "Mortgagee" or "Mortgage Holder" shall mean the holder of any Mortgage.

(b) Consent of Mortgagees Required for Certain Material Changes. In addition to any other provisions of this Declaration that set forth particular requirements for amendment of this Declaration, the consent of Mortgagees that represent at least fifty-one percent (51%) of the votes of Units that are subject to mortgages held by Mortgagees shall be required (i) for any amendment to this Declaration which is of a material adverse nature to the rights of Mortgagees or (ii) to otherwise add or amend any provisions of this Declaration which establish, provide for, govern or regulate any of the following changes hereof:

(i) Reallocation of interests in the Common Elements or Limited Common Elements, or rights to their use;

(ii) Redefinition of any Unit boundaries;

(iii) Convertibility of Units into Common Elements or vice versa;

(iv) Any provisions that expressly benefit mortgage holders, insurers or guarantors;

(v) Voting rights;

(vi) Increases in assessments that raise the previously assessed amount by more than 25%, assessment liens, or the priority of assessments;

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(vii) Reduction in reserves for maintenance, repair and replacement of Common Elements;

(viii) Insurance or fidelity bonds;

(ix) Responsibility for maintenance and repair of the Planned Unit Development.

(x) Leasing of Units (including, without limitation, modifying or imposing restrictions on leasing of Units); and

(xi) Imposition of any restriction on the transfer of a Unit.

(xii) Restoration or repair of the Planned Unit Development (after damage or partial condemnation) in a manner other than that specified in the Declaration;

(xiii) Any provisions that expressly benefit mortgage holders, insurers or guarantors; and

(xiv) Termination of the legal status of the Planned Unit Development after substantial destruction or condemnation.

Notwithstanding the foregoing, the Planned Unit Development may not be terminated except with the written approval of Mortgagees that represent at least sixty-seven percent (67%) of the votes of Units that are subject to mortgages.

(c) Notice to Mortgagees and Guarantors. Each Mortgagee, insurer or guarantor of a mortgage on a Unit, shall be furnished written notice by the Association in the event of the occurrence of:

(i) any material damage to or destruction of the Units or Common Elements (for such purposes, any damage or destruction affecting any portion of the Common Element to the extent of Ten Thousand Dollars ($10,000.00) or more of their value, or, if damage, destruction or taking shall occur to a Unit, to the extent of One Thousand Dollars ($1,000.00) of its value or more, shall be deemed material);

(ii) any condemnation proceeding affecting the Unit or any material portion of the Planned Unit Development;

(iii) any delinquency of sixty (60) days or more in the payment of Assessments or other charges owed by the Owner of any Unit on which such Mortgage Holder holds a mortgage;

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

(v) any proposed action which would require the consent of a specified number of Mortgagees pursuant to the terms of this Declaration.

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(d) First Mortgagee's Rights Confirmed. Notwithstanding any provision of this Declaration or the Bylaws to the contrary, first Mortgagees shall have the following additional rights:

(i) The distribution to a Unit Owner of insurance proceeds of any condemnation award for losses to or a taking of a Unit or Common Elements shall at all times be subject to the terms of the first Mortgage Holder's mortgage, and no provision hereof shall be deemed to give a Unit Owner or any other party priority over any rights of the first Mortgagees of Units pursuant to their mortgages in respect to the distribution of such awards or proceeds.

(ii) Any first Mortgagee who obtains title to a Unit through foreclosure or pursuant to the remedies under its first on such Unit shall not be liable for any Assessments other than six (6) months (or less) of the Unit's unpaid general Assessments, together with the costs of collecting such unpaid general Assessments as is permitted hereunder.

(iii) The right to examine current copies of this Declaration, the By-Laws, the Charter, rules and regulations and the books, records and financial statements of the Association during normal business hours.

(iv) The right to receive, without any charge and within a reasonable time after such request, the annual financial statement which is prepared and distributed by the Association to the Unit Owners at the end of its fiscal year, and if expressly requested by any of the agencies or corporations which has an interest or prospective interest in the Planned Unit Development (HUD, FNMA, FHLMC, or VA) an audited financial statement for the immediately preceding fiscal year.

(e) Deemed Approval by Mortgagees. Any Mortgagee who receives a written proposal to approve amendments or other actions requiring the consent of Mortgagees and fails to deliver or mail to the requesting party a negative response within sixty (60) days following receipt of notice of such proposal shall be deemed to have approved such request, provided that the notice was delivered by certified or registered mail, "return receipt requested."

(f) No Impairment of Mortgagees' Rights. Notwithstanding anything to the contrary herein contained, the provisions of Section 18(f)) governing leases of Units shall not apply to impair the right of any Mortgagee to:

(i) foreclose or take title to a Unit pursuant to remedies contained in its Mortgage; or

(ii) take a deed or assignment in lieu of foreclosure in the event of default by a mortgagor; or

(iii) sell, lease, or otherwise dispose of a Unit acquired by the Mortgagee.

26. **Notice to Association**. Upon request, each Unit Owner shall be obligated to furnish to the Association the name and address of any Mortgagee encumbering such Owner's Unit.

27. **Trustee as Unit Owner**. In the event title to any Unit is conveyed to a land title-holding trust, under the terms of which all powers of management, operation, and control of the Unit remain vested in the trust beneficiary or beneficiaries, then the beneficiaries thereunder shall be considered Unit Owners for all purposes and they shall be responsible for payment of all obligations, liens or

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indebtedness and for the performance of all agreements, covenants and undertakings chargeable or created under this declaration against such Unit. No claim shall be made against any such title-holding trustee personally for payment of any lien or obligation 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.

28. **Notices**. Notices provided for in the Act, Declaration or By-Laws shall be in writing and shall be addressed to the Association, at Riverwalk at Mill Creek Homes Association, Inc., 1900 Wedgewood Ave., Nashville, TN 37212, or at such other address as hereinafter provided. The Association may designate a different address or addresses for notices to it by giving written notice of such change of address to all Unit Owners. Any Unit Owner may designate an address for notices to him by giving written notice to the Association. Notices addressed as above shall be deemed delivered when mailed by United States registered or certified mail, or when delivered in person with written acknowledgement of the receipt thereof. Upon written request to the Board, the holder of any recorded mortgage or trust deed encumbering any Unit shall be given a copy of all notices permitted or required by this Declaration to be given to the Owner or Owners whose Unit is subject to such mortgage or trust deed.

Upon written request to the Association, the holder of any recorded mortgage or trust deed encumbering any Unit shall be given a copy of all notices permitted or required by this Declaration to be given to the Owner or Owners whose Unit is subject to such mortgage or trust deed.

29. **Severability**. If any provision of this Declaration or By-Laws, or any section, sentence, clause, phrase, word, or the application thereof in any circumstance, is held invalid, the validity of the remainder of this Declaration and the By-Laws and of the application of any such provision, section, sentence, clause, phrase, or word in any other circumstances shall not be affected thereby, and the remainder of this Declaration of the By-Laws shall be construed as if such invalid part was never included therein.

30. **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.

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

32. **Attorney's Certificate**. The attorney's opinion as required under the terms of the TCA, Section 66-27-103 is attached hereto as **Exhibit "E"** and made a part hereof.

33. **Fences**. Except as to existing fencing in place at the filing of this document, fencing shall be uniform and comply with Rules and Regulations of the Association.

34. **Master Association**. The following provisions define the relationship of the Association and the Units to the Master Association:

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(a) The powers of the Association in regard to the Common Elements of the Master Development appurtenant to the Planned Unit Development shall be exercised by the Master Association.

(b) The Association shall pay all assessments due with respect to the Planned Unit Development under the Master Declaration, and such assessment shall be part of the common expenses of the Planned Unit Development assessable to the Unit Owners.

(c) The Association shall exercise the rights of the owner of a unit in the Master Development applicable to the Planned Unit Development, including the right to vote for members of the Board of Directors of the Master Association.

(d) The Units shall be subject to the restrictions and other terms and conditions of the Master Declaration as supplemented by this Declaration.

IN WITNESS WHEREOF, the undersigned has executed this Declaration this 7th day of March, 2018.

DECLARANT:

RIVERWALK AT MILL CREEK HOMES, LLC

By: _____
Brett Alan Wesnofske, President

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STATE OF TENNESSEE
COUNTY OF DAVIDSON

Before me, the undersigned Notary Public, of the State and County aforesaid personally appeared Brett Alan Wesnofske, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself to be the President of Riverwalk at Mill Creek Homes, LLC, the within named bargainor, a limited liability company, and that Brett Alan Wesnofske, as such President, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the limited liability company by himself as such President.

Witness my hand and seal this 1st day of March, 2018.

Meghan E. Reed
Notary Public

My Commission Expires: 9/7/2021

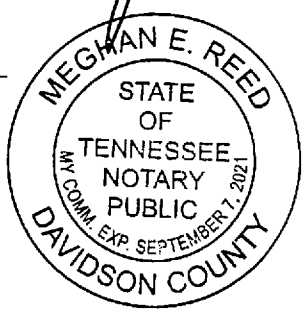


EXHIBIT "A"

Property Description

Unit III of Riverwalk at Mill Creek, a Planned Unit Development created by Declaration filed for record in Instrument No. 20180306-0021073, in the Register's Office for Davidson County, Tennessee.

Being the same property conveyed to Grantor by deed of record at Instrument No. 20180306-0021210, Register's Office for Davidson County, Tennessee.

EXHIBIT "B"

BY-LAWS OF

THE RIVERWALK AT MILL CREEK HOMES ASSOCIATION, INC.

ARTICLE 1.
Members (Unit Owners)

Section 1.1. Eligibility. The members of Riverwalk at Mill Creek Homes Association, Inc., a Tennessee not-for-profit corporation, shall consist of the Unit Owners of the property known as Riverwalk at Mill Creek Homes located at 2140 Lebanon Road, Davidson County, Tennessee (the "Property").

Section 1.2. Succession. The membership of each Unit Owner shall terminate when he ceases to be a Unit Owner, and upon the sale, transfer, or other disposition of his ownership interest in the Property, his membership in the Association shall automatically be transferred to the new Unit Owner succeeding to such ownership interest.

Section 1.3. Regular Meetings. The first regular meeting of the Unit Owners (the "First Meeting") may be held, subject to the terms hereof on any date, at the option of the Board, but no later than one hundred twenty (120) days after the expiration of the Period of Declarant Control. All such meetings of Unit Owners shall be held at such place in Davidson County, Tennessee, and at such time as specified in the written notice of such meeting which shall be delivered to all Unit Owners not less than ten (10) days not more than sixty (60) days prior to the date of such meeting.

Section 1.4. Special Meetings. Special meeting of Unit Owners may be called by a one-third (33.333%) of the Unit Owners. Special meetings shall be called by delivering written notice to all Unit Owners not less than ten (10) nor more than sixty (60) days prior to the date of the meeting, stating the date, time and place of the special meeting and the matters to be considered.

Section 1.5. Delivery of Notice of Meetings. Notices of meetings shall be delivered either personally or by mail to Unit Owners at the addresses given to the Board by Unit Owners for such purpose, or to a Unit Owner's Unit if no separate address for such purpose has been given to the Board.

Section 1.6. Voting. Each Unit shall have one (1) vote. If any Unit Owner consists of more than one (1) person, the voting rights of such Unit Owner shall not be divided, but shall be exercised as if the Unit Owner consisted of only one (1) person in accordance with the proxy or other designation made by the persons constituting such Unit Owner.

No Unit Owner who is in default in the payment of his assessments hereunder shall be entitled to exercise his right to vote until he has cured such default.

Section 1.7. Quorum. A quorum of Unit Owners for any meeting shall be constituted by Unit Owners represented in person or by proxy and holding a majority of the votes entitled to be cast at such meeting.

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ARTICLE 2.
Board of Directors

Section 2.1. Number, Election and Term of Office. The Board of Directors of the Association (referred to in the Horizontal Property Act of the State of Tennessee as the "board of administrators" and sometimes referred to herein as the "Board") shall consist of three (3) members (hereinafter referred to as "Directors"). Every Director, except for members of the first Board who will be appointed by the Declarant and shall serve until the first meeting of Unit Owners, shall hold office for the term of one (1) year or until his successor shall be duly elected and qualified; but not later than one hundred twenty (120) days after the conveyance of twenty-five percent (25%) of the Units in the Development to Unit Owners other than the Declarant, at least one (1) Director must be elected by Unit Owners other than the Declarant.

Section 2.2. Qualification. Each Director must be a member of the Association, an officer or a director of a corporate member, an officer of a limited liability company member, a partner of a partnership that is a member, a member of a limited liability company that is a member, a member or employee of the Declarant, or a beneficiary of a land trust that is a member.

Section 2.3. Vacancies. Any vacancy occurring in the Board shall be filled by majority vote of the remaining members thereof. Any Director so elected or appointed to fill a vacancy shall hold office for a term equal to the unexpired term of the Director whom he succeeds.

Section 2.4. Meetings. A regular annual meeting of the Board shall be held following the regular annual meeting of Unit Owners, Special meetings of the Board shall be held upon call by the President or by a majority of the Board on not less than forty-eight (48) hours' notice in writing to each Director, delivered personally or by text message, telegram, email, or facsimile transmission to an address provided by such Director to the Board. Any Director may waive notice of a meeting, or consent to the holding of a meeting without notice, or consent to any action proposed to be taken by the Board without a meeting. A Director's attendance at a meeting shall constitute his waiver of notice of said meeting.

Section 2.5. Removal. Any Director may be removed from office with or without cause by the vote of a majority of the Unit Owners at a special meeting of the members.

Section 2.6. Compensation. Directors shall receive no compensation for their services as Directors, unless expressly provided for in resolutions duly adopted by the Unit Owners.

Section 2.7. Quorum. A simple majority of Directors shall constitute a quorum.

Section 2.8. Powers and Duties. The Board shall have the following powers and duties:

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

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

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

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

(e) To adopt rules and regulations, with written notice thereof to all Unit Owners, governing the administration, management, operation and use of the Property, the Units, and the Common Elements, and to amend such rules and regulations from time to time and to establish reasonable financial assessments for infractions thereof;

(f) To provide for the maintenance, repair and replacement of the Units and the Common Elements and payments therefor as authorized in the Declaration, and to approve payment vouchers or to delegate such approval to the officers or the manager or Managing Agent;

(g) To provide for the designation, hiring and removal of employees and other personnel, including accountants and attorneys, and to engage or contract for the services of others, and to make purchases for the maintenance, repair, replacement, administration, management, and operation of the Property, the Units, and the Common Elements as provided in the Declaration, and to delegate any such powers to the Managing Agent (and any such employees or other personnel who may be the employees of a Managing Agent);

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

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

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

(k) To borrow money for the purpose of repair or restoration of the Common Elements without the approval of the members of the Association;

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

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

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

(o) To exercise all other powers and duties of Unit Owners as a group referred to in the Horizontal Property Act of the State of Tennessee or in the Declaration or these By-Laws.

Section 2.9. Power to Take Any Action. Whenever in these By-Laws the Association is given the power to take any action, it is the intention of these By-Laws that the Board shall act for the Association in all cases, except and to the extent that it is expressly provided that action be taken upon vote of the Unit Owners.

Section 2.10. Non-Delegation. Nothing in these By-Laws shall be considered to grant to the Board, the Association, or to the officers of the Association, any powers or duties which, by law, have been delegated to Unit Owners.

ARTICLE 3.
Officers

Section 3.1. Designation. At each regular annual meeting of the Board, the Directors present at such meeting shall elect the following officers of the Association by a majority vote:

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

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

(c) A Treasurer, who shall keep and maintain all financial records and who shall, in general, perform all the duties incident to the office of Treasurer.

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

Section 3.2. Powers. The respective officers shall have the general powers usually vested in such officers or corporations; provided that the Board may delegate any specific powers to any other officer or impose such limitations or restrictions upon the powers of any officer as the Board may see fit.

Section 3.3. Term of Office. Each officer shall hold office for the term of one (1) year and until his successor shall have been appointed or elected and qualified or until his resignation or removal from office.

Section 3.4. Vacancies. Vacancies in any office shall be filled by the Board by a majority vote of the remaining members at a special meeting of the Board. Any Director so elected to fill a vacancy shall hold office for a term equal to the unexpired term of the officer he succeeds. Any officer may be removed with or without cause at any time by vote of two-thirds (2/3) of the total membership of the Board at a special meeting thereof.

Section 3.5. Compensation. The officers shall receive no compensation for their services as officers, unless expressly provided for in a resolution duly adopted by Unit Owners.

ARTICLE 4.
Assessments

Section 4.1. Annual Budget. The Board shall establish an annual budget. Such budget shall take into account the estimated common expenses and cash requirements for the year, including, but not limited to, salaries, wages, payroll taxes, legal and accounting fees, working capital fund, supplies, materials, parts, services, maintenance, repairs, replacements, landscaping, insurance, fuel, power, and all other common expenses.

Section 4.2. Assessments. It shall be the duty of every Unit Owner to pay his proportionate share of the common expenses as provided in the Declaration, and as assessed by the Association.

The Association, acting through its Board, shall have the authority to exercise and enforce any and all rights and remedies as provided for in the Horizontal Property Act, the Declaration, or these By-Laws, or as are otherwise available at law or in equity, for the collection of all unpaid assessments.

Section 4.3. Records and Statement of Account. The Board shall cause to be kept detailed and accurate records in chronological order of expenditures affecting the Common Elements, specifying and itemizing the common expenses incurred.

Section 4.4. Discharge of Liens. The Board may cause the Association to discharge any mechanic's lien or other encumbrances which in the opinion of the Board may constitute a lien against the Property or the Common Elements, rather than a lien against only a particular Unit. When less than all the Unit Owners are responsible for the existence of any such lien, the Unit Owners responsible shall be jointly and severally liable for the amount necessary to discharge the same and for all costs and expenses, including attorney's fees, incurred by reason of such lien.

ARTICLE 5.
Use and Occupancy Restrictions

Section 5.1. General. No unlawful, noxious or offensive activities shall be carried on in any Unit or elsewhere on the Property, nor shall anything be done therein or thereon which shall constitute a nuisance or which shall in the judgment of the Board cause unreasonable noise or disturbance to others.

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

Section 5.2. Trash. Trash, garbage and other waste shall be kept only in sanitary containers, and shall be disposed of in a clean and sanitary manner.

Section 5.3. Storage. Articles of personal Property belonging to any Unit Owner, such as baby carriages, bicycles, wagons, toys, furniture, clothing, and other articles, shall not be stored or kept in the General Common Elements, if any.

Section 5.4. Single Family Residence. Each Unit shall be used as a single family residence only except as otherwise expressly permitted in the Declaration.

Section 5.5. Rules and Regulations. Unit Owners shall be subject to such further restrictions as may be contained rules and regulations of the Association concerning the use of Units and the Common Elements which may be enacted from time to time by the Board. Such rules and regulations shall be binding rules and regulations of the Association and copies of such rules and regulations and any amendments or additions thereto shall be furnished to all Unit Owners upon request.

ARTICLE 6.
Contractual Powers

No contract or other transaction between this Association and one (1) or more of its Directors, or between the Association and any corporation, firm or association in which one (1) or more of the

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Directors of the Association are Directors, or are financially interested, is void or voidable because such Director or Directors are present at the meeting of the Board or a committee thereof which authorizes or approves the contract or transaction or because his or their votes are counted, if the circumstances specified in either of the following subparagraphs exists:

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

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

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

ARTICLE 7.
Amendments

These By-Laws may be amended or modified from time to time by action or approval of a majority of the Unit Owners. Such amendments shall be recorded in the Office of the Register's Office of Davidson County, Tennessee.

ARTICLE 8.
Indemnification

Section 8.1. General. To the extent permitted by law, the Association shall indemnify and hold harmless each of its Directors and officers, each member of any committee appointed pursuant to these By-Laws, against all contractual and other liabilities to others arising out of contracts made by, or other acts of such Directors, officers, or committee members on behalf of Unit Owners, or arising out of their status as Directors, officers, or committee members, unless any such contract or act shall have been made fraudulently, with gross negligence or criminal willful misconduct. It is intended that the foregoing indemnification shall include indemnification against all costs and expenses (including, but not limited to, counsel fees, amounts of judgments paid and amounts paid in settlement) reasonably incurred in connection with the defense of any claim, action, suit, or proceeding, whether civil, criminal, administrative or otherwise, in which any such Director, officer or committee member may be involved by virtue of such person's being or having been such Director, officer, or committee member, provided, however, that such indemnity shall not be operative with respect to (1) any matter as to which such person shall have been finally adjudged in such action, suit or proceeding to be liable for gross negligence, fraud or with willful misconduct in the performance of his duties as such Director, officer, or committee member, or (b) any matter settled or compromised, unless, in the opinion of independent counsel selected by or in a manner determined by the Board, there is not reasonable ground for such person's being adjudged liable for gross negligence, fraud or willful misconduct in the performance of his duties as such Director, officer or committee member.

Section 8.2. Success on Merits. To the extent that a member of the Board, or an officer of the Association, or a member of any committee appointed pursuant to these By-Laws has been successful on the merits or otherwise in defense of any action, suit or proceeding referred to in Section 8.1, or in

defense of any claim, issue or matter therein, he shall be indemnified against expenses (including attorney's fees) actually and reasonable incurred by him in connection therewith.

Section 8.3. Advance Payment. Expenses incurred in defending a civil or criminal action, suit or proceeding may be paid by the Association in advance of the final disposition of such action, suit or proceeding as authorized by the Board in the specific case upon receipt of an undertaking by or on behalf of the persons or entity seeking such indemnification or payment in advance to repay such amount unless it shall ultimately be determined that he is entitled to be indemnified by the Association as authorized in this Article 8.

Section 8.4. Miscellaneous. The Association and the Board shall have the power to raise and the responsibility for raising, by special assessment or otherwise, any sums required to discharge its obligations under this Article; provided, however, that the liability of any Unit Owner arising out of any contract made by or other acts of the Directors, officers, or members of such committees, or out of the aforesaid indemnity in favor of the Directors, officers, or members of such committees, shall be limited to such proportion of the total liability hereunder as said Unit Owner's Percentage Interest in the Association bears to the total Percentage Interests of all Unit Owners in the Association. Every agreement made by the Directors, officers, or members of such committees, or by the Managing Agent on behalf of Unit Owners shall provide that the Directors, officers, members of such committees, or the Managing Agent, as the case may be, are acting only as agents for Unit Owners and shall have no personal liability thereunder (except as Unit Owners), and that each Unit Owner's liability thereunder shall be limited to such proportion of the total liability thereunder as his Percentage Interest in the Association bears to the total Percentage Interest of all Unit Owners in the Association. The indemnification provided by this Article 8 shall not be deemed exclusive of any other rights to which those seeking indemnification may be entitled under any statute, agreement, vote of members of the Association, or disinterested members of the Board or otherwise, both as to action in his official capacity and as to action in another capacity while holding such office. Such right to indemnification shall continue as to a person or entity who has ceased to be a member of the Board, officer of the Association, or a member of such committee, and shall inure to the benefit of their heirs, executors, administrators, successors, and assigns of such person or entity.

ARTICLE 9.
Mortgages

Section 9.1. Notice to Board. A Unit Owner who mortgages his Unit shall notify the Board of the name and address of his mortgagee and shall file a conformed copy of the note and deed of trust or mortgage with the Board; and the Board shall maintain such information in a book entitled "Mortgages of Units".

Section 9.2. Notice of Unpaid Charges. The Board, whenever so requested in writing by a mortgagee of a Unit, shall promptly report any then unpaid charges due from, or any other default by, the owner of the mortgaged Unit.

Section 9.3. Notice of Default. The Board, when giving notice to a Unit Owner of a default in paying charges or other default, shall send a copy of such notice to each holder of a mortgage covering such Unit whose name and address has therefore been furnished to the Board.

Section 9.4. Examination of Books. Each Unit Owner and each mortgagee of a Unit shall be permitted to examine the books of account of the Association at reasonable times, on business days, but not more often than once a month.

Section 9.5. Interest of Valid First Mortgagee. The interest of valid first mortgagee shall be superior to the interest of the Association in the event of a default, and nothing in this instrument shall be construed to the contrary. If the first mortgagee has incorporated the terms of these By-Laws, the Declaration and the contract in its deed of trust, then said first mortgagee may at its option declare a default in its deed of trust by reason of any default hereunder, and may proceed to enforce its rights according to the terms of the deed of trust notwithstanding any enforcement proceeding instituted by the Board.

ARTICLE 10.
Definition of Terms

The terms used in these By-Laws, to the extent they are defined therein, shall have the same meaning as set forth in the Declaration for Riverwalk at Mill Creek Homes, of record in the Office of the Register of Deeds for Davidson County, Tennessee.

The term "member", as used in these By-Laws, means a "Unit Owner" as defined in the Declaration.

201803070021557

ARTICLE 11.
Conflicts

These By-Laws are set forth to comply with the requirements of Chapter 27 of Title 66, Tennessee Code Annotated, as it may be amended from time to time, and to allow the By-Laws to control in specific situations where such law allows. In the event any of the By-Laws conflict with the provisions of the statute or the Declaration, the provisions of the statute or the Declaration, as the case may be, shall control.

EXHIBIT "C"

ALLOCATED INTERESTS

UNIT NO.	Percentage Interest in Common Elements	Votes
1	2.00%	1
2	2.00%	1
3	2.00%	1
4	2.00%	1
5	2.00%	1
6	2.00%	1
7	2.00%	1
8	2.00%	1
9	2.00%	1
10	2.00%	1
11	2.00%	1
12	2.00%	1
13	2.00%	1
14	2.00%	1
15	2.00%	1
16	2.00%	1
17	2.00%	1
18	2.00%	1
19	2.00%	1
20	2.00%	1
21	2.00%	1
22	2.00%	1
23	2.00%	1
24	2.00%	1
25	2.00%	1
26	2.00%	1
27	2.00%	1
28	2.00%	1
29	2.00%	1
30	2.00%	1
31	2.00%	1
32	2.00%	1
33	2.00%	1
34	2.00%	1
35	2.00%	1
36	2.00%	1
37	2.00%	1
38	2.00%	1
39	2.00%	1
40	2.00%	1
41	2.00%	1

42	2.00%	1
43	2.00%	1
44	2.00%	1
45	2.00%	1
46	2.00%	1
47	2.00%	1
48	2.00%	1
49	2.00%	1
50	2.00%	1
TOTAL	100.00%	50

EXHIBIT "D"

Plat

201803070021557

OWNER:
RIVERWALK AT MILL CREEK HOMES, LLC

ADDRESS: 786 ELYSIAN FIELDS ROAD

NASHVILLE, DAVIDSON CO, TN 37204

N SIDE LEBANON PIKE W
OF DONELSON HILLS DR

DB–20180306–0021210

BEING PARCEL 110 ON TAX MAP 95–02

DATE: 3–7–18

DA JOB NUMBER: 10079

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.

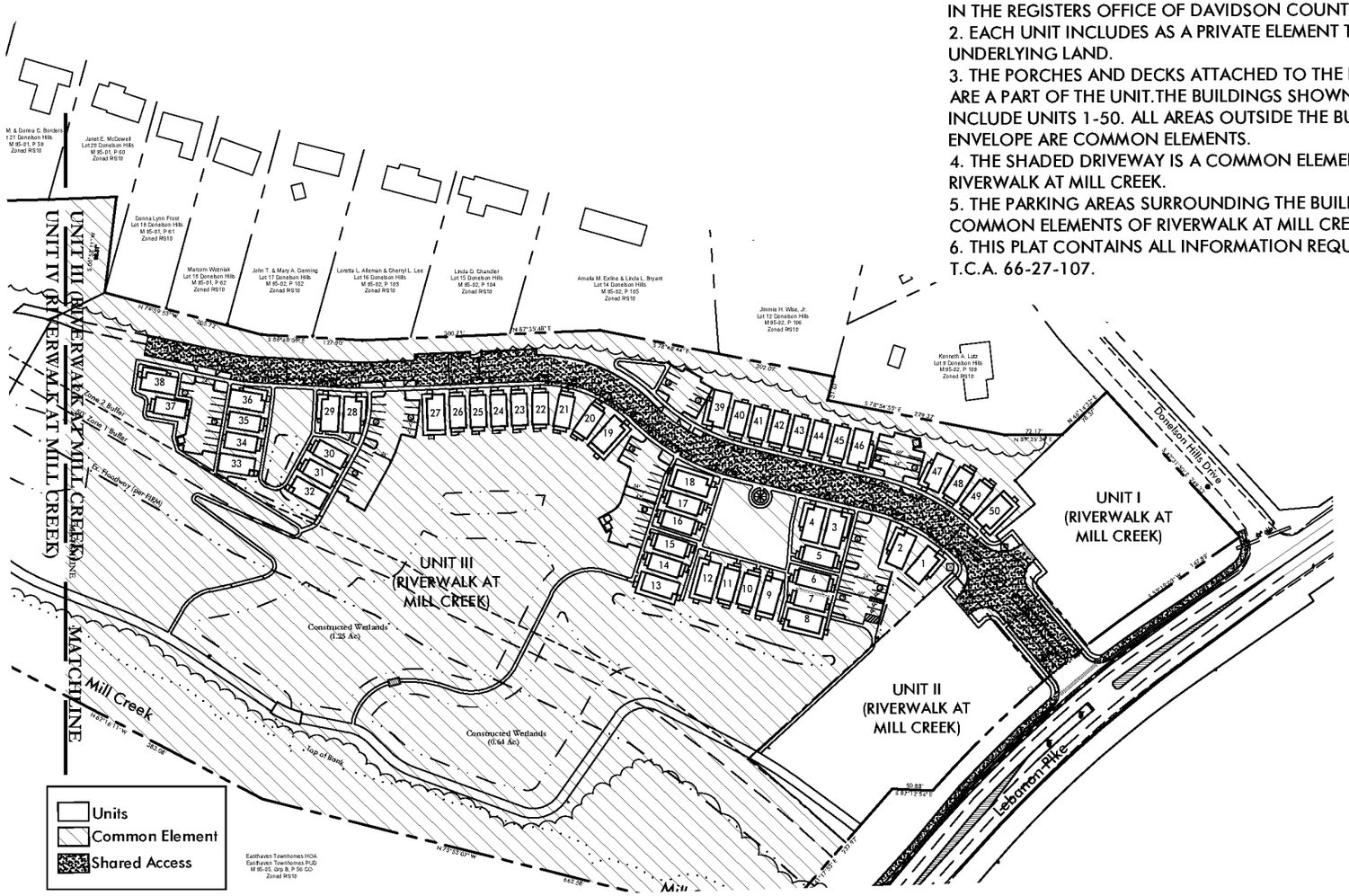
THIS SITE HAS NOT BEEN FIELD RAN BY A SURVEY CREW. BOUNDARIES ARE APPROXIMATE.

"EXHIBIT D"

MICHAEL CHRISTOPHER GARRIGAN
REGISTERED ENGINEER
AGRICULTURE
COMMERCE
NO. 00110726
STATE OF TENNESSEE
2/8/18

NOTES:
1. THE LAND AREA INCLUDED IN THIS PLAT IS UNIT III OF RIVERWALK AT MILL CREEK CREATED BY DECLARATION FILED OF RECORD IN INSTRUMENT NO. 20180306-0021073 IN THE REGISTERS OFFICE OF DAVIDSON COUNTY.
2. EACH UNIT INCLUDES AS A PRIVATE ELEMENT THE UNDERLYING LAND.
3. THE PORCHES AND DECKS ATTACHED TO THE BUILDINGS ARE A PART OF THE UNIT.THE BUILDINGS SHOWN HEREON INCLUDE UNITS 1-50. ALL AREAS OUTSIDE THE BUILDING ENVELOPE ARE COMMON ELEMENTS.
4. THE SHADED DRIVEWAY IS A COMMON ELEMENT OF RIVERWALK AT MILL CREEK.
5. THE PARKING AREAS SURROUNDING THE BUILDINGS ARE COMMON ELEMENTS OF RIVERWALK AT MILL CREEK HOMES.
6. THIS PLAT CONTAINS ALL INFORMATION REQUIRED BY T.C.A. 66-27-107.

UNIT IV (RIVERWALK AT MILL CREEK)



PLAT OF RIVERWALK AT MILL CREEK HOMES
A HORIZONTAL PROPERTY REGIME
WITH PRIVATE ELEMENTS

200 0 200
Scale 1" = 200'

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

20180306-0021557

EXHIBIT "E"

TO

RIVERWALK AT MILL CREEK HOMES

A HORIZONTAL PROPERTY REGIME

WITH PRIVATE ELEMENTS

ATTORNEY'S CERTIFICATE

This document is intended to serve as the attorney's opinion which is required under the terms of Tennessee Code Annotated, Section 66-27-103. The undersigned, an attorney licensed to practice law in the State of Tennessee, hereby declares that the engineer for preparation of the Plat for Riverwalk at Mill Creek Homes is Michael Christopher Garrigan (the "Engineer"), a licensed engineer in the State of Tennessee with Dale & Associates, located at 516 Heather Place, Nashville, TN 37201, Phone (615) 297-5166. As certified by the Engineer, all improvements for Riverwalk at Mill Creek Homes upon completion in accordance with the plans will be in substantial compliance with local building codes for planned unit developments. Upon proper recording of this certificate and the following additional documents, all legal requirements for the creation of a Planned Unit Development under the terms of the Tennessee Horizontal Property Act, a Tennessee Code Annotated, Section 66-27-103(b) et seq., will have been met:

1. The Declaration of Covenants, Conditions and Restrictions for Riverwalk at Mill Creek Homes, a Horizontal Property Regime with Private Elements.

2. By-laws of Riverwalk at Mill Creek Homes Association, Inc.

3. The Plat for Riverwalk at Mill Creek Homes, a Horizontal Property Regime, which Plat shows Private Elements.

4. The Charter of the Riverwalk at Mill Creek Homes Association, Inc.

Witness my hand this 7th day of March, 2018.

John H. Roe, Jr.

CERTIFICATE OF AUTHENTICITY

I, Anna Edge, do hereby make oath that I am the custodian of the electronic version of the attached document tendered for registration herewith and that this is a true and correct copy of the original document executed and authenticated according to law.

Anna Edge

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Before me, the undersigned, a Notary Public in and for the County and State aforesaid, personally appeared, Anna Edge, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who acknowledges this certification of an electronic document is true and correct.

WITNESS my hand and seal at office in Nashville, Tennessee, this 7th day of March, 2018.

Notary Public

My Commission Expires: 11-8-21

TRACI SELLERS STATE OF TENNESSEE NOTARY PUBLIC DAVIDSON COUNTY, TENN.

NOTARY PUBLIC
Traci Sellers
My Commission Expires
November 8, 2021
STATE OF TENNESSEE