Bill Garrett Davidson County
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03/22/2018 03:39:51 PM 21 pgs
Fees: $107.00 Taxes: $0.00
20180322-0027277

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR

26TH AND CLARKSVILLE COMMONS, A HORIZONTAL PROPERTY REGIME

This Declaration made and entered into by Urban Housing Solutions, Inc., a Tennessee nonprofit corporation, hereinafter referred to as the "Developer."

Whereas, the Developer is the owner in fee simple of the real property in Davidson County, Tennessee, and more particularly described on Exhibit "A," attached hereto (hereinafter referred to as the "Property"); and

Whereas, the Developer desires to submit the Property, together with all buildings, structures, improvements, and other permanent fixtures of whatever kind, to the provisions of the Horizontal Property Act of the State of Tennessee (the "Act"), as the same may be amended from time to time, for the purpose of establishing thereon a horizontal property regime to be known as 26th and Clarksville Commons.

NOW, THEREFORE, the Developer 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 26th and Clarksville Commons Owners Association.
2. Submission of Property to the Act. The Developer does hereby submit and subject the property shown on the attached plat to the provisions of the Horizontal Property Act of the State of

Tennessee, as amended from time to time, and does hereby establish a Horizontal Property Regime to be known as 26th and Clarksville Commons.

3. Plat. The Plat sets forth the number and location of each unit and other data as required by the Act and is attached hereto as Exhibit B.

4. Units. The legal description of each Unit shall consist of 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.

5. (a) Association of Unit Owners and Administration and Operation of Property. There has been formed an Association having the name 26th and Clarksville Commons Owners Association, which Association shall be the governing body for all the unit owners. The unit owners shall be members of the Association with each unit owner holding an undivided interest in the common area and having voting rights in the Association as follows: Unit 1 having 27% (as a result of containing 23 apartments)and Unit 2 having 73% (as a result of containing 63 apartments and/or commercial spaces). The By-Laws for the Association shall be attached to this Declaration as Exhibit "C" 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. Upon the conveyance or transfer of a unit owner's ownership interest to a new unit owner, the new unit owner shall simultaneously succeed to the former unit owner's membership in the Association. The percentage of the total voting right for each member of the Association shall be amended as future development takes place, based strictly upon the number of apartments and/or commercial spaces contained in future units.

(b) 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. Said agent shall be required to maintain fidelity bond coverage on its employees handling Association funds.

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 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.

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.

9. Common Expenses. Except as specifically provided otherwise herein, each unit owner shall pay a share of the expenses of the administration and operation of the Common Elements and of any other expenses incurred in conformance with theses Declarations and By-Laws (sometimes referred to as "common expenses") equal to its percentage of the total voting rights of the Association. 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 rate of Ten (10%) Percent per annum, after said common expenses become due and payable, shall constitute a lien against the interest of such unit owner in the unit as provided in the Act.

10. Enforcement. In the event any unit owner fails to maintain such owner's unit, then in any such event, the Board may after ten (10) days' notice to the 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 payments of

the funds 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.

11. Mortgages and Deeds of Trust. Each unit owner shall have the right, subject to the provisions herein, to mortgage its unit together with its respective ownership interest in the Association.
12. Separate Real Estate Taxes. Real estate taxes shall be separately taxed to each unit owner.
13. Insurance. The Board may obtain insurance for the Property and Common Elements against loss or damage by fire, vandalism, malicious mischief and other hazards as are covered under standard extended coverage provisions, for the full insurable replacement cost of the Property and the Common Elements, and against such other hazards and for such amounts as the Board may deem advisable. The Board may also obtain such other insurance as it deems desirable, in such amounts from such sources and in such forms as it deems desirable. Each unit owner shall be responsible for obtaining hazard insurance which includes liability coverage on its unit and shall be required to list the Association as an additional insured.
14. Maintenance, Repairs, Replacements and Easements. Each unit owner, at its own expense, shall furnish and be responsible for all maintenance of, repairs to, and replacements for its own unit. 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 Common Elements. 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 its unit.
15. Alterations, Additions or Improvements. Any unit owner may make alterations, additions or improvements within its unit without the prior written approval of the Board, but such unit

owner shall be responsible for any damage caused 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 of its unit shall be of the same quality of the units as originally constructed and in conformity with the architectural design as originally constructed.

16. Remedies. In the event of any violation of the provisions of the Act, this Declaration, By-Laws, or rules and regulations of the Association by any unit owner (either by its own conduct or by the conduct of the occupants of its unit), the Association, or its successors or assigns, shall have all rights and remedies which may be provided for in the Act, this Declaration, By-Laws, or said rules and regulations, or which may be available at law or in equity. All expenses in connection with any successful action or proceeding, including Court costs and attorney fees, shall be charged and assessed against such defaulting unit owner.

17. 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 that all lien holders have been notified by certified mail of such amendment.

18. Rights and Obligations. Each grantee of Developer, by 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 present and future unit owners and occupants of the units shall be subject to and shall comply with the provisions of the By-Laws appended hereto and recorded herewith, pursuant to T.C.A. Section 66-27-111, as they may be amended from time to time.

19. Condemnation. In the event of a taking of part of the Common Elements in condemnation or by eminent domain, the award for such taking shall be payable to the Association.

20. Notices. Notices provided for in the Act, Declaration or By-Laws shall be in writing and shall be addressed to the Association c/o Urban Housing Solutions, 822 Woodland Street, Nashville, Tn. 37206, or at such other address as hereinafter provided.

21. 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 By-Laws shall not be affected thereby, and the remainder of this Declaration and By-Laws shall be construed as if such invalid part never existed.

In Witness Whereof, the undersigned has executed this Declaration this _____ day of March, 2018.

URBAN HOUSING SOLUTIONS, INC.

BY: _____
Rusty Lawrence, Executive Director

State of Tennessee
County of Davidson

Personally appeared before me, the undersigned, a Notary Public for said County and State, Rusty Lawrence, known personally to me, as Executive Director of Urban Housing Solutions, Inc., a corporation, who acknowledged that he, as such Executive Director, being so authorized, signed the foregoing document on behalf of said corporation.
Witness my hand in Nashville, Tennessee on this 22 day of March, 2018

_____
NOTARY PUBLIC

Comm. Exp. 9/7/21

Prepared by: Alan D. Mazer (3877)
822 Woodland Street
Nashville, Tn. 37206

ALAN D. MAZER
STATE OF TENNESSEE NOTARY PUBLIC
DAVIDSON COUNTY

EXHIBIT A

New Owner	Tax Bills	Map 081-02-0 Parcel 3.00
Urban Housing Solutions, Inc. 822 Woodland Street Nashville, Tn. 37206	SAME	

BILL GARRETT, Davidson County
Trans:T20140094408 DEEDTRS
Recvd: 12/17/14 11:32 3 pgs
Fees:18.00 Taxes:288.60
[redacted]
20141217-0115378

Prepared by
Alan D. Mazer
822 Woodland Street
Nashville, Tn. 37206

SUBSTITUTE TRUSTEE'S DEED

This indenture made on the 5th day of December, 2014, by and between Alan D. Mazer, Substitute Trustee (party of the first part) and Urban Housing Solutions, Inc., (party of the second part).

WHEREAS, on the 19th day of November, 2007, Epandco Holdings, LLC executed a Deed of Trust, of record in Instrument 20071121-0136183, Register's Office for Davidson County, Tennessee, in which was conveyed to Mark B. Leedom, Trustee, the following parcel in Davidson County, Tennessee:

Being a parcel of land in the First Civil District of Nashville, Davidson County, Tennessee, located in the southwesterly quadrant of the intersection of Twenty-Sixth Avenue North and Clarksville Pike, being Lot 1, as shown on Ebony Subdivision of record in Plat Book 4715, page 42, R.O.D.C. and further described by survey dated May 5, 1998, revised May 7, 1998, prepared by Crawford Land Surveyors, William C. Cockrill, Land Surveyor, License No. 1401, Job No. 98064c. Reference is hereby made to said Plat for a more complete description of metes and bounds.

Being the same property conveyed to Grantor by deed of record in Instrument Number 20071121-0136182, Register's Office for Davidson County, Tennessee,

commonly known as 2121 26th Avenue North, Nashville, Tn. 37208;

AND, WHEREAS, URBAN HOUSING SOLUTIONS, INC. became the holder of said Deed of Trust and the note secured thereby by Assignment of record in Instrument Number 20140922-0086934, said Register's Office, and appointed Alan D. Mazer, Substitute Trustee, by instrument of record in Instrument Number 20140930-0090026, said Register's Office;

AND, WHEREAS, on the 5th day of December, 2014, at 12:00 noon at 501 Broadway, Nashville, Tennessee 37203, the said property was offered for sale at public auction for cash in hand and in bar of the right and equity of redemption as provided in said Deed of Trust, and Urban Housing Solutions, Inc. made the highest and best bid of Seventy-Eight Thousand ($78,000.00) Dollars, which sum was in hand paid and identified as defined by said Deed of Trust;

NOW, THEREFORE, in consideration of the premises, and the sum so aforesaid bid and paid, the party of the first part hereto, Alan D. Mazer, Substitute Trustee, does hereby bargain, sell, transfer and convey to the party of the second part, Urban Housing Solutions, Inc., the parcel or lot of land herein described, to have and to hold the same, together with all the hereditaments, improvements, buildings, easements and appurtenances thereon, and thereunto belonging and appertaining, as an inheritance and fee, and free from all right and equity of redemption of the maker of said note and all persons claiming under them. The party of the first part affirms that, as Substitute Trustee, he is lawfully seized of said property, has good right to convey it, and warrants unto said party of the second part, its heirs and assigns, the title of said property as against all persons claiming by, through, or under party of the first part, but no further or otherwise.

WITNESS the hand of the party of the first part on this 5th day of December, 2014.

ALAN D. MAZER, Substitute Trustee

State of Tennessee
County of Davidson

Personally appeared before me, the undersigned, Alan D. Mazer, Substitute Trustee, who is personally known to me and who acknowledged that he executed the within instrument for the purposes therein contained.

Witness my hand and official seal at Nashville, Tennessee, this 5 day of December, 2014.

NOTARY PUBLIC

Comm. Exp: 11/6/17

BRENT ELROD
STATE OF TENNESSEE NOTARY PUBLIC
COUNTY OF DAVIDSON

State of Tennessee
County of Davidson

The actual consideration or value, whichever is greater, for this transaction is $ 78,000.00

AFFIANT

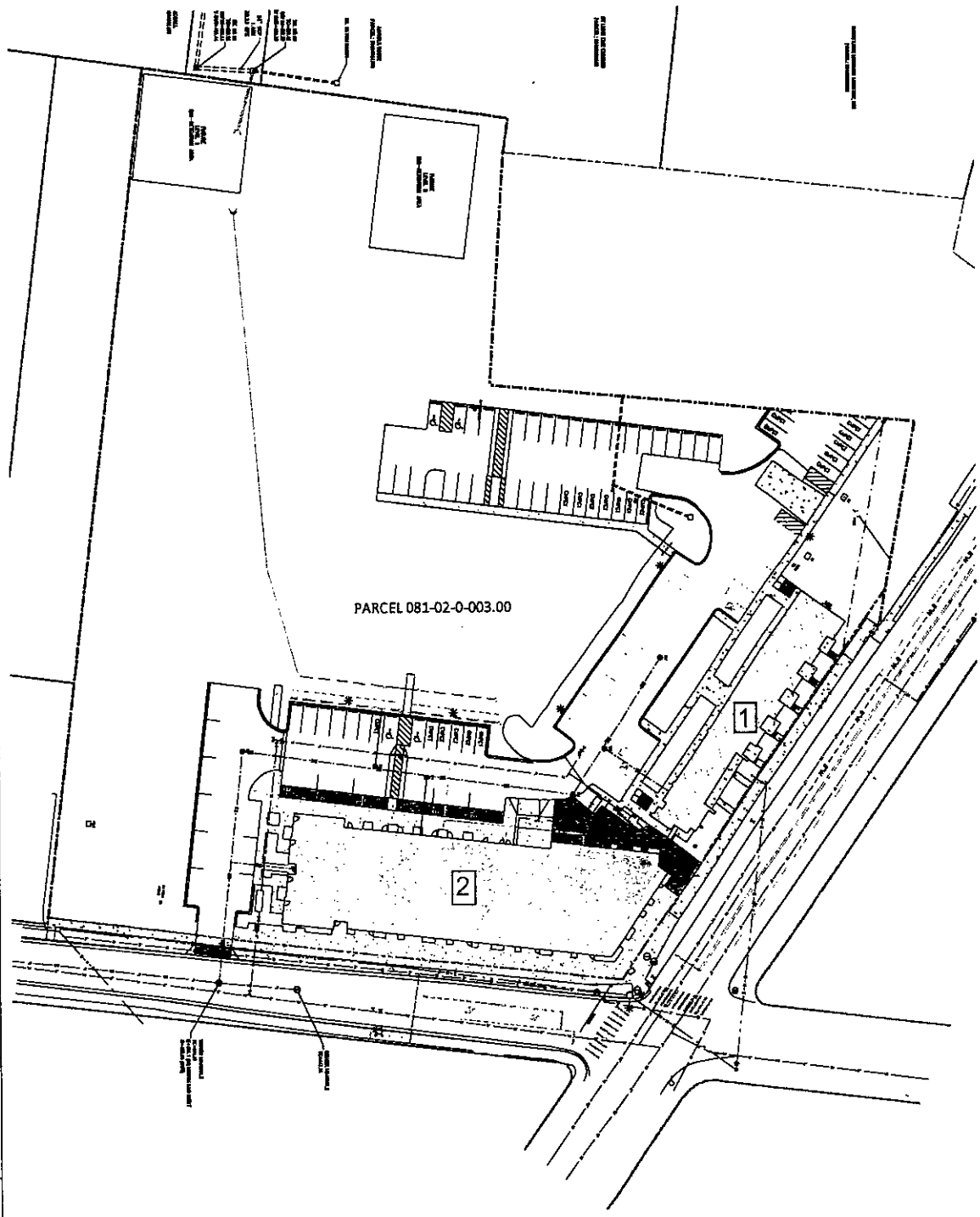
Subscribed and sworn to before me on this 5 day of December, 2014.

NOTARY PUBLIC

Comm. Exp: 11/6/17

BRENT ELROD
STATE OF TENNESSEE NOTARY PUBLIC
COUNTY OF DAVIDSON

EXHIBIT B



26th and Clarksville Apartments - Phase 2
Urban Housing Solutions, Inc.
Nashville, Tennessee

ISSUE FOR CONSTRUCTION

C-1.00
OVERALL SITE PLAN
Mar 2, 2018

EXHIBIT "C"

BY-LAWS OF

26th & CLARKSVILLE COMMONS OWNERS ASSOCIATION

ARTICLE I

Members (Unit Owners)

Section 1. Eligibility. The members of 26th and Clarksville Commons Owners Association shall consist of the Unit Owners of the property known as **26th and Clarksville Commons**, located at Nashville, Davidson County, Tennessee (the "property"). Pursuant to T.C.A. Section 66-27-403 (c) (1), it is acknowledged That Urban Housing Solutions, Inc., as Developer and as Declarant of the Master Deed of which these By-Laws are a part, will exercise control over the activities of the Association and the Board of Directors provided for herein. Said control will terminate immediately upon the sale of units representing 75% of the voting rights of the Association.

Section 2. Regular Meetings. The first regular meeting of the Unit Owners (the "First Meeting") may be held, subject to the terms hereof on any date, at the option of the Board. All such meetings of Unit Owners shall be held at such place in Davidson County, Tennessee, and at such time as specified in the written notice of such meeting which shall be delivered to all Unit Owners at least ten (10) days prior to the date of such meeting.

Section 3. Special Meetings. A special meeting of Unit Owners may be called by a majority of the Unit Owners. Special meetings shall be called by delivering written notice to all Unit Owners not less than ten (10) days prior to the date of the meeting, stating the date, time and place of the special meeting and the matters to be considered.

Section 4. 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 5. Voting. Each Unit shall have voting rights in the same proportion as its owner's undivided interest in the common area.

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 6. 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.

ARTICLE II

Board of Directors

Section 1. Number, Election and Term of Office. The Board of Directors of the Association (referred to in the Horizontal Property Act of the State of Tennessee as the "board of administrators" and sometimes referred to herein as the "Board") shall consist of the Unit Owners **(hereinafter referred to as "Directors").**

Section 2. Qualification. The Directors shall consist of Unit Owners.

Section 3. Meetings. A regular annual meeting of the Board shall be held and special meetings of the Board shall be held upon call by the President or by a majority of the Board on not less than forty-eight (48) hours' notice in writing to each Director, delivered personally or by mail or telegram. Any Director may waive notice of a meeting, or consent to the holding of a meeting without notice, or consent to any action proposed to be taken by the Board without a meeting. A Director's attendance at a meeting shall constitute his waiver of notice of said meeting.

Section 4. Removal. Any Director may be removed from office with or without cause by the vote of a majority of the Unit Owners.

Section 5. Compensation. Directors shall receive no compensation for their services as Directors, unless expressly provided for in resolutions duly adopted by Unit Owners.

Section 6. Quorum. A simple majority of Directors shall constitute a quorum.

Section 7. Powers and Duties. The Board shall have the following power 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;

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

e.) To adopt rules and regulations, governing the administration, management, operation and use of the property from time to time and to establish reasonable financial assessments for infractions thereof;

f.) To provide for the maintenance, repair and replacement of the Common Elements;

g.) To provide for the designation, hiring and removal of employees and other personnel, including accountants and attorneys, and to engage of contract for the services of others, and to make purchases for the maintenance, repair, replacement, administration, management, and operation of the property;

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

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

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

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

l.) 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.

m.) 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 8. 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.

ARTICLE III

Officers

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

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

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

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

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

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

Section 4. Vacancies. Vacancies in any office shall be filled by the Board by a majority vote of the remaining members thereof at a special meeting of said Board. Any Director so

elected to fill a vacancy shall hold office for a term equal to the unexpired term of the officer he succeeds. Any officer may be removed for cause at any time by vote of two-thirds (2/3) of the total members hip of the Board at a special meeting thereof.

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

ARTICLE IV

Assessments

Section 1. Annual Budget. The Board shall establish an annual budget to provide for the needs of the units.

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

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

Section 2. 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, and itemizing the common expenses incurred.

ARTICLE V

Use and Occupancy Restrictions

Section 1. General. Each Unit Owner shall maintain such Owner's Unit in good condition and in good order and repair, at such Owner's expense, and shall not do or allow anything to be done in such Owners Unit which may increase the cost or cause the cancellation of any insurance on the General Common Elements, if applicable.

Section 2. Architectural Control. The exterior of the units shall not be altered in a manner that is not in keeping with the quality of the units as originally constructed.

Section 3. Rules and Regulations. Unit Owners shall be subject to such further restrictions as may be contained in the 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 VI

Contractual Powers

No contract or other transaction between this Association and one (1) or more of its Directors, or between the Association and any corporation, firm or association in which one (1) or more of the Directors of the Association are Directors, or have a financial interest, is void or voidable

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

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

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

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

ARTICLE VII

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 VIII

Indemnification

Section 1. General. To the extent permitted by law, the Association shall indemnify and hold harmless each of its Directors and officers, each member of any committee appointed pursuant to these 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 or with gross negligence or criminal intent.

Section 2. Miscellaneous. The Association and the Board shall have the power to raise and the responsibility of raising, by special assessment or otherwise, any sums required to discharge its obligations under this Article; provided, however, that the liability of any Unit Owner arising out of any contract made by or other acts of the Directors, officers, or members of such committees, or out of the aforesaid indemnity in favor of the Directors, officers, or members of such committees, shall be limited to such proportion of the total liability hereunder as said Unit Owner's percentage of interest in the Common Elements bears to the total percentage interest of all Unit Owners in the Common Elements.

ARTICLE IX

Mortgages

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

trust or mortgage with the Board; and the Board hall maintain such information in a book entitled "Mortgage of Units".

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

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

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

ARTICLE X

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 **26th and Clarksville Commons**, of record in the Office of the Register of Deeds for Davidson County, Tennessee.

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

ARTICLE XI

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 B-Laws conflict with the provisions of said state or of the Declaration, the provisions of said statute or of the Declaration, as the case may be, shall control.