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DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR BROOK HOLLOW RESIDENCES, A HORIZONTAL PROPERTY REGIME WITH PRIVATE ELEMENTS

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DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR BROOK HOLLOW RESIDENCES, A HORIZONTAL PROPERTY REGIME WITH PRIVATE ELEMENTS

This DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS (this "Declaration") is made effective the 1st day of August, 2018, by MAGNOLIA PROPERTIES, a Tennessee general partnership ("Declarant").

WITNESSETH:

WHEREAS, Declarant is the owner of the real property located in Davidson County, Tennessee, described in Exhibit A attached hereto and incorporated herein by reference (the "Property"); and

WHEREAS, Declarant intends to submit the Property, together with all buildings, structures, improvements, driveways, walkways, open areas, and permanent fixtures of whatever kind whatsoever located thereon, and all rights and privileges appurtenant thereto, to the provisions of the Tennessee Horizontal Property Act, Tennessee Code Annotated ("T.C.A.") § 66-27-101 *et seq.*, for the purpose of establishing on the Property a horizontal property regime with private elements, limited common elements and common elements to be known as Brook Hollow residences; and

WHEREAS, Declarant further desires to establish the horizontal property regime for its own benefit and for the mutual benefit of all future owners or occupants of the Property or any part thereof, and for all future owners, occupants, mortgagees and other persons claiming any interest in the all or a part of the Property, their heirs, successors and assigns, and that all such persons holding any interest in the Property subject to flexible and ordered procedure for the overall development of the Property and a method for the administration, maintenance, preservation, use and enjoyment of the Property; and

WHEREAS, Declarant intends by this Declaration to impose upon the Development mutually beneficial restrictions, covenants and easements under a general plan of improvements for the benefit of all owners and/or occupants of the Property and all persons or entities having any interest in the Property, by the recording of this Declaration; and

WHEREAS, as part of the general plan of improvement of the Development, Declarant desires to create an Association (as defined herein) to manage the Property; and

WHEREAS, Declarant desires that the Property be held, sold and conveyed subject to the provisions of this Declaration and the horizontal property regime established hereby.

NOW, THEREFORE, Declarant hereby declares that all of the Property shall be held, sold, and conveyed subject to the horizontal property regime established hereby and to the following easements, restrictions, covenants and conditions. Such easements, restrictions, covenants and conditions are for the purpose of protecting the value and desirability of the Property, and shall run with the real property submitted to this Declaration. They shall be binding on all parties having any right, title, or interest in the Property, or any part thereof, their heirs, successors, successors in title, and assigns, and shall inure to the benefit of each owner thereof.

ARTICLE I
DEFINITIONS

Section 1. "Act" means the Horizontal Property Act of the State of Tennessee, T.C.A. §66-27-101 *et. seq.*, as such Act may be hereafter amended or modified.

Section 2. "Assessments" shall mean assessments for Common Expenses provided for herein or by any amendment hereto, which shall be used for the purposes of promoting the recreation, health, safety, welfare, common benefit, and enjoyment of the Owners and occupants of all or any portion of the Development and of maintaining the Development, all as may be specifically authorized from time to time by the Board of Directors and as more specifically authorized below, and also any other assessment or other amounts due from a Unit Owner. The term "Assessments" shall include, without limitation, General Assessments and Special Assessments.

Section 3. "Association" shall mean and refer to the Brook Hollow Residences Homeowners Association, Inc., a Tennessee nonprofit corporation, its successors and assigns.

Section 4. "Board of Directors" or "Board" shall be the elected body responsible for managing the affairs of the Association. Actions required of or permitted by the Board herein may be taken or fulfilled by a committee or other designee as may be established or appointed by the Board in accordance with the Bylaws of the Association.

Section 5. "Builder" means any Person who purchases one or more Units for the purpose of constructing a residence thereon and sale to a third party.

Section 6. "Bylaws" shall mean the Bylaws of the Association attached hereto as Exhibit C and made a part hereof, as may be amended from time to time.

Section 7. "Charter" shall mean the Charter of the Association attached hereto as Exhibit B and incorporated herein by this reference, as may be amended from time to time.

Section 8. "Common Elements" shall mean all real and personal property within the Property, but excluding the Private Elements and components thereof and easements appurtenant thereto, now or hereafter owned by the Association for the common use and enjoyment of the Owners, including, but not limited to, the Common Elements shown on any recorded plat of the Property and any and all pedestrian bridges, parking areas, lakes, waterways, landscaping and irrigation systems, fences, structures, sidewalks, community signage, walls, monuments, illumination of Common Elements, common utilities, storm water system, wells, fountains, and other improvements located on such Common Elements. Declarant shall hereafter convey the Common Elements to the Association.

Section 9. "Common Expenses" shall mean and include the actual and estimated expenses of operating the Association and maintaining the Common Elements, including any reasonable reserves, all as may be found to be necessary and appropriate by the Board pursuant to this Declaration and the Bylaws of the Association.

Section 10. "Common Maintenance Assessment" means any Assessment in addition to the General Assessment for the additional maintenance, insurance or obligations incurred by the Association on behalf of the Common Maintenance Units only.

Section 11. "Common Maintenance Unit" shall mean any Unit designated by this Declaration or any Supplemental Declaration as a Common Maintenance Unit. Units 1-5 are hereby designated Common Maintenance Units.

Section 12. "Community-Wide Standard" shall mean the standard of conduct, maintenance, or other activity generally prevailing in the subdivision developed on the Property as established in the reasonable discretion of Declarant or the Board of Directors.

Section 13. "Declarant" means Magnolia Properties, a Tennessee general partnership, its successors and assigns.

Section 14. "Declarant Control Period" means the period ending on the earlier of (i) one hundred twenty (120) days after conveyance of ninety-five percent (95%) of the Units that may be created within the Development to Unit Owners other than Declarant or Builders; or (ii) the date that the Declarant voluntarily relinquishes control of the Association.

Section 15. "Development" means the residential community to be developed on the Property to be known as Brook Hollow Residences, as may be modified, amended, expanded or contracted from time to time.

Section 16. "Limited Common Element" shall mean any Common Elements contiguous to and serving a single Unit or a certain number of Units to the exclusion of other Units, as an inseparable appurtenance thereto, the enjoyment, benefit or use of which is reserved to the lawful Owner or occupants of such Unit or Units either as set forth in this Declaration, on the Plat, or by a majority of all Owners.

Section 17. "Loans" shall have the meaning given in Article IX, Section 2 of this Declaration.

Section 18. "Member" shall mean and refer to a person or entity entitled to membership in the Association, as provided herein.

Section 19. "Mortgage" shall include a deed of trust or mortgage encumbering any Unit.

Section 20. "Mortgagee" shall include a beneficiary under or holder of a note secured by a Mortgage who has provided actual, written notice to the Association of such interest.

Section 21. "Mortgagor" shall include the trustor or grantor of a Mortgage.

Section 22. "Operating Budget" shall have the meaning given in Article IX, Section 3 of this Declaration.

Section 23. "Owner" shall mean and refer to one or more Persons or entities, including Declarant, who holds or hold the record title to any Unit, but excluding in all cases any party holding an interest merely as security for the performance of an obligation. The term "Owner"

shall have the same meaning as the term "co-owner" is given in the Act. For the purpose of this Declaration, the Owner of a Unit that is under lease shall be as follows: for the purpose of membership, including matters related to voting and assessments and the obligations of Member, the record owner or owners of the Unit; for the purpose of use and enjoyment of common facilities and amenities that are part of the Common Elements, the tenant or tenants residing in the Unit. The Board of Directors may promulgate reasonable regulations conditioning such use upon registration of the names of tenants with the Association. In addition to any other restriction, the regulations may limit the number of guests entitled to use of the Common Elements.

Section 24. "Person" shall mean a natural person, a corporation, a partnership, a limited liability company, a trust, a trustee, or any other legal entity.

Section 25. "Plat" means the plat of the Units attached hereto as Exhibit A-1 and incorporated herein by reference, as may be amended or supplemented from time to time by any amendment to this Declaration or Supplemental Declaration, and which sets for the numbers, areas, locations and other information regarding the Units and Common Elements as required by the Act.

Section 26. "Private Elements" means the lot area on which each Unit is located and the improvements now or hereafter located thereon. The Private Elements for each Unit are shown on the Plat. Exclusive ownership and use of the Private Elements for each Unit is reserved to such Unit. Notwithstanding any representation on the Plat, the Private Elements shall be deemed to include the entirety of any residence or improvements constructed on a Unit. Further, any balcony constructed on a Unit shall be deemed a Private Element even if such balcony overhangs or extends into Common Elements.

Section 27. "Property" shall mean and refer to the real property described in Exhibit A attached hereto, and any additional real property submitted to this Declaration from time to time pursuant to a Supplemental Declaration.

Section 28. "Unit" or "Units" shall mean, individually or collectively, a separate parcel of the Property now or hereafter set forth as a Unit on the Plat, including the Private Elements located thereon and any improvements or residences located thereon. All Units shall be shown and identified as numbered Units on the Plat. The term "Unit" as used in this Declaration shall have the same meaning as the term "Apartment" is used in the Act.

Section 29. "Supplemental Declaration" shall mean an amendment to this Declaration, including the addition of additional Units or Common Elements subjected to this Declaration. Such Supplemental Declaration may, but is not required to, impose, expressly or by reference, additional restrictions and obligations to the provisions of this Declaration. The term "Declaration" as used herein shall include this Declaration, together with any and all subsequent amendments.

ARTICLE II
PROPERTY RIGHTS

Section 1. Common Elements. Every Owner shall have a right and easement of enjoyment in and to the Common Elements appurtenant to the title to such Owner's Unit, subject

to the use of Limited Common Elements and to any restrictions or limitations contained in this Declaration or in any Deed or amendment thereto conveying the Common Elements to the Association or subjecting the Common Elements to this Declaration. Any Owner may delegate his or her other right of enjoyment to the members of his or her family, tenants, and social invitees subject to reasonable regulation by the Board and in accordance with procedures the Board may adopt from time to time.

Section 2. Sidewalks. Every Owner shall have a right and easement of enjoyment in and to the sidewalks adjacent to streets and drive lanes located on each Unit, whether located within a Limited Common Element of a Unit, subject to any restrictions or limitations contained in this Declaration or subjecting such Unit to this Declaration. Any Owner may delegate their right of enjoyment to the members of his or her family, tenants, and social invitees subject to reasonable regulation by the Board and in accordance with procedures the Board may adopt from time to time.

ARTICLE III
MEMBERSHIP AND VOTING RIGHTS

Section 1. Membership in the Association. Every Person who is the record owner of a joint or undivided fee interest in any Unit shall be deemed to be a member of the Association (each such person or entity, a "Member"). Membership shall be appurtenant to and may not be separated from such fee interest ownership, and any transfer of a Unit shall operate automatically to transfer to the new record owner thereof the membership in the Association appurtenant thereto. The foregoing is not intended to include persons who hold an interest merely as security for the performance of an obligation, and the giving of a security interest shall not terminate that Member's membership.

Notwithstanding the foregoing, Declarant may at any time assign, pledge, hypothecate or alienate its membership and/or Declarant's rights as Declarant herein, but any transfer by Declarant of title to a Unit shall automatically transfer the membership in the Association appurtenant thereto, free and clear from any such assignment, pledge, hypothecation or alienation.

ARTICLE IV
MAINTENANCE

Section 1. Association's Responsibility; Common Maintenance Units. The Association shall be responsible for the following maintenance obligations:

(a) The Association shall provide for the maintenance, care, repair, and replacement of the following portions of the Common Maintenance Units only: the exterior landscaping and walkways, porches, located upon or about each Unit. The Association also shall maintain the exterior of the Common Maintenance Units as follows: painting, maintenance, and nonstructural repair of exterior building surfaces as the Board shall deem necessary and proper, including roofs, gutters, downspouts, exterior building surfaces, trees, shrubs, grass, walks, replacement of trim, caulking and other repairs to roof covers (to include the repair and replacement of all non-structural components of the roof of each Unit), and other miscellaneous repairs of a nonstructural nature. Such exterior maintenance shall not include glass surfaces (weather windows or

sliding glass doors), HVAC equipment, storm doors, front or rear entry doors, garage doors, fences, screens, or patio covers. The balance of the Common Maintenance Units and other improvements located on the respective Private Elements, if any, shall be maintained by the Owner of the particular Lot involved.

(b) Notwithstanding the foregoing, if the need for exterior maintenance and repair by the Association as required by this section is caused by the willful or negligent conduct or act an Owner, his/her family, guest, invitees, or other Persons using or occupying his/her Unit with his/her express or implied permission, the cost of such repair or maintenance shall be assessed against such Owner as a Special Assessment under the provisions of Article IX, Section 4 of the Declaration and the provisions of this Declaration, and shall be due and payable thirty (30) days from the date of notice thereof, such Assessment to be collected and enforced as provided in the Declaration. Such Special Assessment shall not require the approval of any of the Members; provided, however, that any Owner against which any such Assessment is levied shall be entitled to notice, a hearing at a time and place set by the Board in its sole discretion, and an opportunity to do the corrective work required (provided that the work is performed by a competent contractor mutually agreeable to both parties and in a manner and quality agreed to by the Board), prior to a Special Assessment being levied against such Owner in accordance with the provisions of this subsection. For the sole purpose of performing the exterior maintenance upon each Unit required by this Section 1(b), the duly authorized employees or agents of the Association shall have the right, after reasonable notice to the Owner, to enter upon any Lot and into any Unit at reasonable hours of any day, subject to the provisions of Section 1(c) below .

(c) Notwithstanding any provision to the contrary in subsection (a) above, the duly authorized agents or employees of the Association shall have the right to enter in or upon any Unit, without notice to the Owner thereof, when, in the judgment of the Association, acting through its Board of Directors, such entrance is necessary to prevent damage to such Unit or surrounding Units or Common Elements by fire, criminal act, natural disaster, or other similar emergency.

(d) Notwithstanding the obligations of the Association with respect to maintenance of certain portions of the exterior of such Common Maintenance Units, the Association shall have no obligation to repair interior or structural portions of any Unit that is lost or damaged as a result of construction defects, damage or maintenance issues of exterior portions of any Unit, including without limitation damage resulting from water leaks, foundational issues, or settling or structural matters. Each Owner shall bear full responsibility for obtaining and maintaining such insurance as may be desired for protection against such losses.

(e) The Association shall as a Common Maintenance Expense obtain and continue in effect adequate blanket all-risk casualty insurance, if reasonably available, and if not reasonably available, fire and extended coverage, in such form as the Board deems appropriate for one hundred (100%) percent of the replacement cost of the Common Maintenance Units, excluding the replacement of any finishes, fixtures, cabinets, appliances, flooring, or other improvements installed or supplied by the Owners, or their tenants, or personal property of the Owners, or their tenants, guests, and invitees located within such Units.

Section 2. Association Responsibility; Other Units. The Association shall maintain and keep in good repair the Common Elements. Such maintenance shall include, without limitation, maintaining, repairing, and replacing, subject to any insurance then in effect, all trees, landscaping and other flora, structures, irrigation system, storm water control and any other improvements situated upon the Common Elements. The Association shall also plant, maintain and replace when necessary all trees located between the street and the sidewalk on each Unit, though such trees are not part of the Common Elements.

(a) The Association shall maintain any landscape easement area that serves as a buffer to adjacent properties, even if such landscape or buffer area is located wholly or partially on a Unit, and each such affected Unit owner grants to the Association an easement for such maintenance.

Section 3. Owner's Responsibility. Except as provided in Article IV, Section 1 above, the Owner of each Unit shall have the sole responsibility for maintenance of the Unit. Each Owner shall maintain said portions of its Unit in a manner consistent with the Community-Wide Standard, the applicable covenants set forth in this Declaration, and such rules and regulations as may be established by the Board from time to time.

ARTICLE V
INSURANCE AND CASUALTY LOSSES

Section 1. Insurance. The Board of Directors for the Association, or its duly authorized agent, shall have the authority to and shall obtain insurance for all insurable improvements on the Common Elements against loss or damage by fire or other hazards, including extended coverage, vandalism, and malicious mischief. This insurance shall be in an amount sufficient to cover the full replacement costs of any repair or reconstruction in the event of damage or destruction from any such hazard.

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

(b) Premiums for all insurance required by this Article V to be maintained by the Association shall be Common Expenses of the Association and shall be included in the General Assessment, as defined in Article IX, Section 1. The policy or policies may contain a reasonable deductible, and the amount thereof shall be added to the face amount of the policy in determining whether the insurance at least equals the full replacement cost.

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

(i) All policies shall be written with a company licensed to do business in Tennessee and holding a rating of BBB+ or better in the Financial Category as established by A. M. Best Company, Inc., if reasonably available, or, if not available, the more nearly equivalent rating.

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

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

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

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

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

(iii) that no policy may be canceled, invalidated or suspended on account of the conduct of any one or more individual Owners;

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

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

(vi) that no policy may be canceled or substantially modified without at least thirty (30) days' prior written notice to the Association of any cancellation of such policy for reasons other than non-payment and at least ten (10) days prior to cancellation for non-payment of premium thirty (30) days' prior.

(e) In addition to the other insurance required by this Section, the Board shall obtain, as a Common Expense, worker's compensation insurance, if and to the extent necessary, and a fidelity bond or bonds on directors, officers, employees, and other persons handling or responsible for the Association's funds. The amount of fidelity coverage shall be determined in the directors' best business judgment, but may not be less than three months' Assessments, plus reserves on hand. Bonds shall contain a

waiver of all defenses based upon the exclusion of persons serving without compensation and may not be canceled or substantially modified without at least thirty (30) days' prior written notice to the Association. The Board shall also obtain, as a Common Expense, a reasonably available amount of Directors and Officers Errors and Omissions insurance.

Section 2. Disbursement of Proceeds. Proceeds of insurance policies shall be disbursed as follows:

(a) If the damage or destruction for which the proceeds are paid is to be repaired or reconstructed, the proceeds, or such portion thereof as may be required for such purpose, shall be disbursed in payment of such repairs or reconstruction as hereinafter provided. Any proceeds remaining after defraying such costs of repairs or reconstruction to the Common Elements, or, in the event no repair or construction is made, after making such settlement as is necessary and appropriate with the affected Owner or Owners and their Mortgagees shall be retained by and for the benefit of the Association and placed in a capital improvements account. This is a covenant for the benefit of any Mortgagee of a Unit and may be enforced by such Mortgagee.

(b) If it is determined, as provided for in Section 3 of this Article, that the damage or destruction for which the proceeds are paid shall not be repaired or reconstructed, such proceeds shall be disbursed in the manner as provided for excess proceeds in Section 2(a)(i) hereof.

Section 3. Damage or Destruction.

(a) Immediately after the damage or destruction by fire or other casualty to all or any part of the Property covered by insurance written in the name of the Association, the Board of Directors, or its duly authorized agent, shall proceed with the filing and adjustment of all claims arising under such insurance and obtain reliable and detailed estimates of the costs of repair or reconstruction. Repair or reconstruction, as used in this paragraph, means repairing or restoring the Property to substantially the same condition in which it existed prior to the fire or other casualty.

(b) Any damage or destruction to the Common Elements shall be repaired or reconstructed unless at a Special Meeting (as descried in Article I, Section 5 the Bylaws) called in accordance with the Bylaws at least seventy-five percent (75%) of the total eligible vote of the Association shall decide within sixty (60) days after the casualty not to repair or reconstruct. If for any reason either the amount of the insurance proceeds to be paid as a result of such damage or destruction, or reliable and detailed estimates of the costs of repair or reconstruction, or both, are not made available to the Association within the sixty (60) day period referenced above, then the period shall be extended until such information shall be made available; provided, however, such extension period shall not exceed sixty (60) days. No mortgagee shall have the right to participate in the determination of whether the damage or destruction to the Common Elements shall be repaired or reconstructed. In the event that it should be determined by the Association in the manner described above that the damage or destruction of the Common Elements shall not be repaired or reconstructed and no alternative improvements are authorized, then the damaged portions of the Common Elements shall be restored to its natural state and maintained as an undeveloped portion of the Common Elements by the Association

in a neat and attractive condition, including appropriate landscaping, and the remaining insurance proceeds shall be delivered pro rata to the Owners of each Unit.

Section 4. Repair and Reconstruction. If the damage or destruction to the Common Elements for which the insurance proceeds are paid is to be repaired or reconstructed, and such proceeds are not sufficient to defray the cost thereof, the Board of Directors shall, without the necessity of a vote of the Members, use reserve or capital improvements account funds, or may levy a Special Assessment against all Owners. Additional Assessments may be made in like manner at any time during or following the completion of any repair or reconstruction.

Section 5. Annual Review of Policies. At least annually, the Board shall review all insurance policies that are required by this Declaration to be maintained by the Association in order to ascertain whether the coverage contained in the policies is sufficient. If the Board deems such coverage to be insufficient, the Board may expand the coverage to the extent it reasonably deems necessary.

ARTICLE VI
NO PARTITION

There shall be no physical partition of the Common Elements or any part thereof. This Article shall not be construed to prohibit the Board from acquiring and disposing of tangible personal property nor from acquiring title to real property which may or may not be subject to this Declaration, or to prohibit the Board from granting easements over the Common Elements, or to prohibit the Declarant or Board from adjusting plat or other boundary lines for any Unit adjacent to Common Elements.

ARTICLE VII
CONDEMNATION

Whenever all or any part of the Common Elements shall be taken (or conveyed in lieu of and under threat of condemnation by the Board acting on the written direction of all Owners) by any authority having the power of condemnation or eminent domain, each Owner shall be entitled to participate in the proceedings incident thereto, unless otherwise prohibited by law. The award made for such taking shall be payable to the Association as Trustee for all Owners to be disbursed as follows: If the taking involves a portion of the Common Elements on which improvements have been constructed, then, unless within sixty (60) days after such taking the Declarant and at least seventy-five percent (75%) of the total eligible vote of the Association shall otherwise agree, the Association shall restore or replace such improvements so taken on the remaining land included in the Common Elements to the extent lands are available therefor, in accordance with plans approved by the Board and the Board. If such improvements are to be repaired or restored, the above provisions in Article V hereof regarding the disbursement of funds in respect to casualty damage or destruction shall apply. If the taking does not involve any improvements on the Common Elements, or if there is a decision made not to repair or restore, or if there are net funds remaining after any such restoration or replacement is completed, then such award or net funds shall be disbursed to the Association and used for such purposes as the Board shall determine.

ARTICLE VIII
RIGHTS AND OBLIGATIONS OF THE ASSOCIATION

In addition to the powers delegated to the Association by its Charter, the Association shall be empowered to perform each of the following duties related to the Property and Common Elements:

Section 1. Operation and Maintenance of Common Elements. To operate, maintain and otherwise manage or provide for the operation, maintenance and management of the Common Elements, together with all easements for operation and maintenance purposes and for the benefit of the Association or its Members over and within the Common Elements and/or the Units; to keep all improvements, if any, of whatever purpose from time to time located on the Common Elements in good order, condition, and repair; and to borrow money as approved by the Board for such purposes. Said maintenance shall include, but not be limited to, the maintenance obligations set forth in Article IV, Section 1. Any other provision of this Declaration or the Bylaws notwithstanding, the Association always shall maintain lien free title to the Common Elements, excepting only a lien for current year taxes, provided, however, that the Association may mortgage or convey the Common Elements with an affirmative vote of at least sixty-seven percent (67%) of the Directors; and provided, further, that the Association may accept a conveyance of the Common Elements subject to a lien or other encumbrance.

Section 2. Maintenance of Units. To maintain the Common Maintenance Units pursuant to Article IV of this Declaration.

Section 3. Water and Other Utilities. To acquire, provide, and/or pay for, water, sewerage, garbage disposal, electrical, telephone, gas, and other necessary utility services for the Common Elements. The Association may elect to establish common areas for the collection of garbage containers, and Owners shall place all garbage or other refuse in approved containers in such designated areas upon the direction of the Association.

Section 4. Taxes and Assessments. To pay all real and personal property taxes and assessments separately levied upon or assessed against the Association and/or the property owned by the Association. Such taxes and assessments may be contested or compromised by the Association; provided, however, that they are paid or a bond in an amount at least equal to such taxes and assessments is posted prior to the sale or other disposition of any property to satisfy the payment of such taxes or assessments.

Section 5. Insurance. To obtain from reputable insurance companies qualified to do business in the State of Tennessee the insurance set forth in Article IV and Article V of this Declaration, and to maintain in force at all times such insurance as is required by this Declaration.

Section 6. Personal Property and Real Property for Common Use. The Association, through action of its Board of Directors, may acquire, hold, and dispose of tangible and intangible personal property and real property. The Board, acting on behalf of the Association, shall accept any real or personal property, leasehold, or other property interests within Davidson County conveyed to it by the Declarant as permitted herein.

Section 7. Rules and Regulations. The Association, through its Board of Directors or otherwise, may make and enforce reasonable rules and regulations governing the use of the Property, which rules and regulations shall be consistent with the rights and duties established by this Declaration. Sanctions for violations of the rules and regulations may include reasonable monetary Fines (as hereinafter defined), suspension of the right to vote and suspension of the right to use the Common Elements. The Board shall, in addition, have the power to seek relief in any court for violations or to abate nuisances. In addition, the Association, through the Board or otherwise, may, by contract or other agreement, enforce city or county ordinances or permit the City to enforce ordinances on the Property for the benefit of the Association and its Members.

Section 8. Implied Rights. The Association may exercise any other right or privilege given to it expressly by this Declaration or the Bylaws, and every other right or privilege reasonably to be implied from the existence of any right or privilege given to it herein or reasonably necessary to effectuate any such right or privilege.

Section 9. Traffic Control. The Board may make rules and regulations concerning driving and parking within the Property, subject to applicable governmental requirements and restrictions. To the extent permitted by local governmental authority, the Association may construct traffic calming devices and post speed limits or other traffic signs and take other measures deemed necessary to discourage excessive speed and to promote a safe environment. The Association may enforce such rules and regulations with penalties, Fines or towing, and shall have all remedies set forth in this Declaration.

ARTICLE IX
ASSESSMENTS

Section 1. Creation of Assessments. There shall be created annual Assessments as may be from time to time specifically authorized by the Board of Directors as follows (collectively, the "Annual Assessments"):

(a) The Board may levy general assessments for expenses determined by the Board to benefit the Association and/or the Units as a whole, including without limitation, expenses incurred by the Association in fulfilling its maintenance obligations set forth in Article IV, Section 1 ("General Assessments"). General Assessments shall be allocated equally among all Units.

(b) The Board may levy Common Maintenance Assessments against Common Maintenance Units only. Common Maintenance Assessments shall be allocated equally among all Common Maintenance Units.

Section 2. Assessment Obligation. Each Owner, by acceptance of his or her Deed, is deemed to covenant and agree to pay all Assessments levied by the Association pursuant to this Declaration, whether or not such obligation is so expressed in such Deed. A budget for the first year of the Association, including contemplated General Assessments, Common Maintenance Assessments and Special Assessments (as defined below) and a breakdown thereof shall be developed prior to the first sale of a Unit to a person other than a Builder (the "Base Budget"). Each Unit shall be subject to the Assessments set forth in the Base Budget or subsequently adopted Operating Budget when conveyed to a party other than Declarant, with Assessments being prorated as of the date of closing of the sale of the Unit. Notwithstanding any other

provision of this Declaration, no Assessments shall be levied against Units owned by the Declarant, its successors or assigns.

During the Declarant Control Period, the Declarant shall from time to time loan to the Association any amounts required to make up any shortfall in the Base Budget for each year, and any subsequent Budget (as defined below), to the extent that such shortfall arises from (a) actual operating costs (including amounts allocated to or drawn from reserve funds) exceeding budgeted operating costs, or (b) budgeted operating costs (including amounts allocated to or drawn from reserve funds) exceeding actual income. To the extent a shortfall arises from subsection (b) of this paragraph and the lack of income results from the failure of any Owner to pay Assessments that are payable hereunder, the Declarant shall not be obligated to make up such shortfall. All amounts loaned to the Association by the Declarant pursuant to the provisions of this paragraph (collectively, the "Loans") shall bear interest at the Wall Street prime interest rate plus three hundred basis points from the time contributed until repaid and shall be repaid no later than three (3) years after end of the Declarant Control Period.

All Assessments, together with interest at the highest rate allowable under the laws of Tennessee from time to time relating to usury for residential real estate loans (or if no such rate is established, sixteen percent (16%) per annum) ("Interest"), costs, and reasonable attorneys' fees, shall be a charge on the land and shall be a continuing lien upon the Unit against which each Assessment is made. Each Assessment, together with Interest, costs, and reasonable attorneys' fees, shall also be the personal obligation of the Person who was the Owner of such Unit at the time the Assessment arose, and his or her grantee shall be jointly and severally liable for such portion thereof as may be due and payable at the time of conveyance, except no first Mortgagee who obtains title to a Unit pursuant to the remedies provided in the Mortgage shall be liable for unpaid Assessments which accrued prior to such acquisition of title in excess of six (6) months accrued Assessments.

Assessments shall be paid in such manner and on such dates as may be fixed by the Board. The manner of payment fixed by the Board may include, without limitation, acceleration of the Assessment levied on a particular Unit on account of delinquent payment of such Assessment or monthly installment thereof. Unless the Board otherwise provides, Annual Assessments shall be paid in quarterly installments.

Section 3. Computation of Annual Assessment. It shall be the duty of the Board to prepare a budget covering the estimated costs of operating the Association during the coming year (the "Operating Budget"). The Operating Budget shall include a capital contribution establishing a reserve fund in accordance with a Capital Budget separately prepared, as more particularly described in Article IX, Section 6 below. The Board shall set Assessments based on the Operating Budget and the Capital Budget. The Board shall cause a copy of the Operating Budget, and the amount of each General Assessment to be levied against each Unit for the following year, to be delivered to each Owner at least ten (10) days prior to the annual meeting of the Association. The Operating Budget, together with the Capital Budget and the Annual Assessments (collectively, the "Budget"), shall be adopted by the Board at a duly called meeting of the Board.

Notwithstanding the foregoing, however, in the event a Budget is not established for any reason for any year, then and until such time as a Budget shall have been determined as provided herein, the Budget in effect for the then current year shall continue for the succeeding year. No

failure to provide the Operating Budget or Assessments as required hereunder shall relieve any Owner from payment of such Assessments once established.

Section 4. Special Assessments. In addition to the Annual Assessments authorized above, the Board may levy, during any calendar year, but in no event prior to the first annual meeting of the Members, special assessments, applicable only to that year, to be used solely to defray, in whole or in part, the cost of any construction, reconstruction, or unexpected repair or replacement of a capital improvement, including the necessary fixtures and personal property related thereto ("Special Assessments"). The Board may levy a Special Assessment against all Units for such expenses determined by the Board to benefit the Association and/or the Units as a whole, and may levy a Special Assessment against particular portions of the Property for such expenses as may be determined by the Board to benefit less than the Association as a whole. The Board may also levy a Special Assessment against particular Units to reimburse the Association for costs incurred in maintaining such Units upon failure of the Owner to do so, as set forth in this Declaration. Except for Special Assessments imposed upon particular Units to reimburse the Association for costs incurred in maintaining such Units upon failure of the Owner to do so and except for Special Assessments imposed under Article V, Section 4 and Article XII, Section 6(f) hereof, a Special Assessment must be approved by vote or written consent of (a) a simple majority of the Members in the Association present and voting, either in person or by proxy, and entitled to vote at a meeting of the Members of the Association called for such purpose at which a quorum is present; or (b) a simple majority of the Unit Owners directly affected or benefited by the Special Assessment, in the opinion of the Board, if less than all of the Owners are benefited.

Section 5. Lien for Assessments. To secure the payment of any Assessment and/or fine imposed by the Association pursuant to Article X, Section 6 of this Declaration (each such fine, a "Fine"), a lien is expressly retained in favor of the Association on each and every Unit in the Association. Such lien shall be prior and superior to all other liens, except all taxes, bonds, assessments, first mortgage liens, and other levies which by law would be superior thereto.

For the purposes of rendering unnecessary court proceedings for the enforcement of said lien in the event of the nonpayment of Assessments and/or Fines, and for the consideration of one dollar paid in cash, receipt of which is acknowledged, the Owners, their heirs, successors, administrators, and assigns, hereinafter referred to as "Trustors," hereby transfer and convey unto J. Bryan Echols, Trustee, his successors and assigns, their respective Units with the appurtenances, estate, title and interest thereto belonging upon the use and trusts set forth in this paragraph.

If each Trustor shall pay his Assessments and Fines when due, then this trust conveyance shall be of no further force or effect with respect to such Trustor's Unit. If the Assessments and Fines with respect to any Unit are not paid promptly when due, this trust conveyance shall remain in full force and effect, and the said Trustee, or his successor in trust, is hereby authorized and empowered, upon giving twenty (20) days' notice by three (3) publications in any newspaper, daily or weekly, published in Davidson County, Tennessee to sell said Unit at the front door of the Court house in said County to the highest bidder for cash, at public outcry, free from all statutory, equitable and other rights of redemption, homestead, dower and all exemptions of every kind, which are hereby expressly waived; and the said Trustee, or his successor in trust, is authorized and empowered to execute and deliver a deed to the purchaser. The Association may bid at any sale under this trust conveyance. The Association may, at any

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

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

(b) Second, to the payment of all taxes which may be unpaid with respect to such Unit;

(c) Third, to the payment of all unpaid Assessments and Fines with respect to such Unit; and

(d) Fourth, the residue, if any, will be paid to the Owner of such Unit, to his order, representatives, heirs or assigns or to any other person legally entitled thereto.

In the case of the death, absence, inability, or refusal to act of said Trustee at any time when action under the foregoing power and trusts may be required or for any other reason, the Association is hereby authorized and empowered to name and appoint a successor to the Trustee by an instrument in writing to be recorded in the Register's Office for Davidson County, Tennessee, and the title herein conveyed to the above named Trustee shall be vested in said successor.

The Association, acting on behalf of the Owners, shall have the power to bid for the Unit at foreclosure sale, and to credit bid any amounts owed by the Owner of such Unit, and to acquire and hold, lease, mortgage, and convey the same. Any funds required for purchase of a Unit at foreclosure shall be assessed as a Special Assessment, subject to all of the requirements in Article IX, Section 4 hereof. With respect to any Unit owned by the Association following foreclosure: (1) no right to vote shall be exercised on behalf of the foreclosed Unit; (2) no Assessment shall be assessed or levied on the foreclosed Unit; and (3) each other Unit shall be charged, in addition to its usual Assessment, its equal pro rata share of the Assessment that would have been charged such Unit had it not been acquired by the Association as a result of foreclosure. Suit to recover a money judgment for unpaid Common Expenses and attorney's fees shall be maintainable without foreclosing or waiving the lien securing the same. The Board may temporarily suspend the voting rights and rights to use all or portions of the Common Elements of a Member who is in default of payment of any Assessment or any installment payment thereof after notice and hearing.

Nothing in this Section shall preclude the Association from recording and enforcing its lien without exercising its rights arising from the foregoing trust conveyance.

Section 6. Capital Budget and Contribution. The Board of Directors shall annually prepare a Capital Budget that shall take into account the number and nature of replaceable assets,

the expected life of each asset, and the expected repair or replacement cost for the Common Elements (the "Capital Budget"). The Board shall set the required capital contribution, if any, in an amount sufficient to permit meeting the projected capital needs of the Association, as shown on the Capital Budget, with respect both to amount and timing by Assessments over the period of the Budget. The capital contribution required shall be fixed by the Board and included within the Operating Budget and Assessment, as provided in Section 3 of this Article. The Capital Budget shall also provide for the establishment of separate reserve accounts to hold the proceeds of the Assessments imposed for capital expenditures for the Common Maintenance Units, for which a Common Maintenance Assessment shall be imposed. A copy of the Capital Budget for the Common Elements and the Common Maintenance Units shall be distributed to each member in the same manner as the Operating Budget.

Section 7. Certificate of Payment. The Board shall, upon request and for a reasonable charge not to exceed $25.00, furnish to any Person a certificate, signed by an officer of the Association, setting forth whether or not all Assessments, whether General or Special, on a specified Unit have been paid. Such certificate shall be conclusive evidence of payment of any Assessment therein stated to have been paid.

Section 8. Startup Assessment. Each Unit Owner who takes title to a Unit shall pay to the Association at closing a start-up assessment fee equal to the lesser of (a) three (3) month's General Assessment or (b) an amount established by the Board from time to time (the "Start-up Assessment"). This one time Start-up Assessment shall be in addition to and not a prepayment of the regular Assessments provided for above. All receipts for Start-up Assessments shall first be applied to repayment of any Loans, and thereafter may be applied to the Budget or to reserves.

Section 9. Transfer Assessment. The Board may establish an assessment to be paid by the purchaser of any Unit within the Property on transfer or conveyance of such Unit from time to time (the "Transfer Assessment"). The amount of such Transfer Assessment shall be established by the Board from time to time, but may not exceed the amount of the then-applicable Start-Up Assessment, or if no Start-Up Assessment has been established, the amount that could be imposed under Section 8 above. The Transfer Assessment shall not be due on any closing of a Unit in which the Start-Up Assessment is paid. All receipts for Transfer Assessments shall first be applied to repayment of any Loans, and thereafter may be applied to the Budget or to reserves.

Section 10. Administrative Fee. In addition to the Transfer Assessment, the Board may establish an administrative fee that the purchaser of any Unit within the Property shall be obligated to pay. The purpose of the Administrative Fee is to pay for the administrative actions of the Association or its agent resulting from the change in Unit ownership.

ARTICLE X
ARCHITECTURAL STANDARDS

Section 1. Construction Subject to Review.

(a) Applicability. The initial construction of Units shall be made by Declarant or its agents or contractors. This Article X shall apply to construction or alteration of Unit following conveyance from Declarant to an Owner.

(b) Review of Plans. Prior to construction, the Board must review and approve construction plans and specifications for all improvements on any Unit within the Property. No construction on any Unit shall begin and no improvements on any Unit shall be modified except in accordance with an approved plan. Once a plan is approved, any modification to that plan, or any modification to the finished improvement, must also be reviewed and approved.

(c) Common Elements. Construction of any improvement upon the Common Elements (other than initial construction by the Declarant), or modification of any existing structure, as well as any material alteration of the landscaping or topography of any Common Elements, must be approved in advance by the Board.

(d) Scope. The review of the Board shall include all aspects or improvement on any Unit visible from the outside, including without limitation the size and shape of the building, its roof, windows, doors, porches and other components, placement on the Unit, fences, drainage, paving and landscaping and all finish materials. Review shall include materials and color selection and selection and placement of any ornamentation or functional accessories, including but not limited to the following:

(i) Materials and color selection for the main building and any outbuilding (including roof, doors, windows and trim);

(ii) Driveways, walks, patios and other ground surface materials;

(iii) Antennas, satellite dishes or receivers, solar panels or other devices that are visible from outside the Unit;

(iv) Fountains, swimming pools, whirlpools or other pools;

(v) Privacy walls or other fences and gates;

(vi) Awnings, flower boxes, shelves, statues, or other outdoor ornamentations, and window coverings visible through the window;

(vii) Construction trailers or other trailers, temporary structures, tents, shacks, and sheds;

(viii) Signage of any type;

(ix) Grills or fire pits; and

(x) Permanent or semi-permanent play equipment, whether or not secured, such as tree houses, trampolines, basketball hoops, skateboard ramps and swing sets.

The listing of a category does not imply that such construction is permitted.

(e) Exception. Interior construction and modifications not affecting the external structure or appearance of any building and not visible from the exterior are not subject to review.

(f) Trees and Hedges. The Association may plant street trees and hedges on Units or within Common Elements or public rights-of-way adjacent, in accordance with the direction of the Board, maintain street trees and hedges, and replace street trees or hedge plants that die or that become damaged or diseased for the benefit of Owners, the cost of which will be part of the Assessments. The cutting, removal or intentional damage of new or existing trees or hedges (including neglect, excessive pruning or failure to use due care with equipment or when removing other trees permitted to be removed) shall be strictly regulated. The Board may require the relocation and replanting of trees or hedges that must be removed for construction. If particularly significant trees are found within the building setback lines, the Board shall determine whether the placement of the building should be altered to accommodate the trees, or whether the trees may be removed. If trees, hedges or other growth block sidewalks or other areas, the Owner may be required to prune, trim or remove such growth. The Association may also take action to keep sidewalks and other areas clear, including pruning, trimming and removal of limbs on trees within a Unit, and may enter any Unit for such purpose.

(g) Drainage. All plans shall comply with and Owners shall be solely responsible for applicable drainage, water conservation, erosion control and stormwater detention requirements. No alteration of existing grade or any planting, fences or other improvements that alter the flow of water shall be permitted without the express consent of the Board, which approval shall be for the exclusive benefit of the Declarant or Association, as applicable, and shall not remove or alter the responsibility of any Owner or builder for compliance with such requirements. Notwithstanding any other provision of this Declaration, neither the Declarant nor the Association shall have the responsibility to ensure that drainage or grading of Units is properly accomplished. Each Owner shall be solely responsible to ensure that grading and drainage are in compliance with all applicable laws, codes, regulations and other requirements, including without limitation any easements for drainage, whether or not shown on any recorded plat.

(h) Modifications. Modifications after completion of construction, or additions or changes to the approved plans during construction, must be reviewed and approved. However, review is not required to paint with originally approved materials and colors, or to replace the roof or other components with duplicates of the original material. Significant new landscaping, grading and any removal of trees or plants must be approved in advance.

Section 2. Review Procedure.

(a) Application. The plans to be submitted for approval shall all items required by the Board. Plans and specifications for review shall be submitted in the form required by the Board.

(b) Uniform Procedures. The Board may establish forms and procedures for the review of applications, including review costs and fees, if any, to be paid by the applicant, which may include costs for consultants. The Board may provide lists of approved materials and may allow for staff review and approval of routine or minor matters.

(c) Basis for Decision. Applications shall be approved or denied based upon overall quality of design, including purely aesthetic considerations at the discretion of the Board. If the Board rejects an application due to overall design quality or aesthetic considerations, the Board may make suggestions for improving the design.

(d) Variances. The Board may grant approval notwithstanding normal guidelines based on existing topographical or landscape conditions, existing trees, or architectural merit. Any such variance must be in writing. Approval of a variance does not constitute a precedent for other applications, and such requests may be arbitrarily denied.

(e) Notification; Construction; Inspection. The Board shall make best efforts to notify the applicant of its decision within the time allowances set out in its design approval process guidelines. However, a delay in reviewing an application shall not be deemed consent to construction. If approval is given, construction of the improvements may begin. All construction must comply with the submitted plans. The Board or its agent may inspect the property during construction but has no obligation to make any such inspection. Any inspection made by the Board is made for the benefit of the Board or Declarant, and is not made for the benefit of or to be relied upon by any third party or Owner.

(f) Governmental Compliance. Owners are responsible for making sure that construction conforms to governmental regulations and all local building codes. If the Board notes noncompliance, the Owner will be required to make the necessary changes. However, the Board is not responsible for compliance with governmental requirements.

Section 3. Enforcement.

(a) Fines. The Board may require the Owner to post a deposit from which the Board may deduct Fines for failure to comply with the approved plans and specifications, tree regulations and rules for Owner conduct. The collection of a Fine shall not in any way diminish the available remedies at law or equity.

(b) Suit Permitted. If any construction is begun that has not been approved or that deviates from approved plans and specifications, the Board or the Declarant may require the Owner to resolve the dispute through binding arbitration or may bring suit seeking damages, specific performance, declaratory decree and/or injunction, or any other remedy at law or in equity. The Board shall be empowered to bring suits on behalf of the Association. If suit is brought and the court finds that the construction was not approved or that the construction deviated from the approved plans or specifications, then the party bringing suit shall also be awarded reasonable attorney's fees, even if the relief requested is not granted.

(c) Drainage. After reasonable notice (except in an emergency), the Declarant or the Association shall have the right but not the obligation to enter onto a Unit and correct improper grading or other modification to the Unit which causes drainage problems. Such corrections shall be made at the cost and expense of the Owner of the Unit, who shall promptly reimburse the Declarant or the Association, as applicable. The Unit shall be subject to a lien for the cost if not paid. The Declarant or the Association,

as applicable, shall not be required to repair or replace landscaping or other improvements after such action.

(d) No Waiver. Failure to enforce any provision of this Declaration shall not be deemed a waiver of the right to do so at any time thereafter.

Section 4. Liability. The Board is concerned primarily with aesthetic considerations, and are not responsible for compliance with governmental requirements or design or construction defects or use of materials affecting the safety or structural integrity of the building. Approval by the Board of an application shall not constitute a basis for any liability of the consultants, Declarant or members of the Board, the Directors or the Association for failure of the plans to conform to any applicable building codes or inadequacy or deficiency in the plans resulting in defects in the improvements, or for the performance or quality of work of any builder or architect approved by it, or for non-compatible or unstable soil conditions or soil erosion, or any other condition of the property.

Section 5. Satellite Dish and Antenna Installation. In accordance with the rule adopted by The Federal Communications Commission (the "FCC") at Title 47 of the Code of Federal Regulations, Section 1.4000 (the "FCC Rule") limiting or preempting certain association restrictions on the installation, maintenance and use of certain antennas for direct broadcast satellite service, local television broadcast, multipoint distribution service and fixed wireless signals via satellite, as may be amended or replaced from time to time, the provisions of this Article I, Section 8 shall govern the installation of satellite dishes and antennas within the Development.

(a) Antenna Size and Type.

(i) Antennas. Subject to approval by the Board as to size and location, antennas may be installed on or within Units.

(b) Location.

(i) Notification. Before or upon installation of an antenna, Owners are required to notify the Board in writing of the type of antenna, the manner of installation and the placement on the Unit, provided, however, that no notification shall be required for installation of any antenna located within the interior of a Unit.

(ii) Compliance by Owner. Owners are required to follow this Declaration and Board direction as to the placement of the antenna unless such placement unreasonably delays the antenna's installation, unreasonably increases the cost of its installation, maintenance or use, or prevents the Owner from obtaining an acceptable quality signal.

(iii) Preferred Locations. Any antenna shall be installed in locations in the following order of preference:

(1) If acceptable quality signals can be received by placing antennas inside a Unit without unreasonable delay or unreasonable cost increase, then outdoor installation is prohibited.

(2) Antennas must be installed solely within the boundaries of the Unit, not including any Common Elements or other area of non-exclusive control.

(3) Antennas shall be located in a place shielded from view from other Units to the maximum extent possible; provided, however, that nothing in this rule would require installation in an area where an acceptable quality signal cannot be received. This section does not permit installation on Common Elements, even if an acceptable quality signal cannot be received from an individually-owned Unit.

(iv) Visibility. Antennas may not obstruct a driver's view of an intersection or street.

(c) Aesthetic Requirements.

(i) Extension Beyond Structures. Antennas or masts may not extend above a roof line or beyond a railing or fence unless no acceptable quality signal may be received from this location.

(ii) Ground Locations. Antennas situated on the ground and visible from the street or from other Units must be camouflaged by existing landscaping or fencing, if an acceptable quality signal may be received from such placement. If no such existing landscaping or screening exists, the Association may require antennas to be screened by new landscaping or screening of reasonable cost.

(iii) Painting. Antennas, masts, and any visible wiring must be painted to match the color of the structure on which it is installed.

(d) Enforcement. In addition to any other right of enforcement set forth in the Declaration or Bylaws, the Association shall have the right to file a petition with the Federal Communications Commission. If the Association believes these rules are violated, the Association may bring an action for declaratory relief with the FCC or any court of competent jurisdiction after notice and an opportunity to be heard. If the court or FCC determines that the Association rule is enforceable, a fine may be imposed pursuant to the Declaration. To the extent permitted by law, the Association shall be entitled to reasonable attorney fees, costs, and expenses incurred in the enforcement of this policy.

(e) Separateness. In the event that any part of provision of this Article X, Section 8 shall be judged unlawful or unenforceable under Tennessee law or the FCC Rule, the remainder of this Resolution shall nonetheless survive and remain in full force and effect.

ARTICLE XI
USE RESTRICTIONS

Section 1. Use Restrictions. In addition to all other covenants contained herein, the use of the Property is subject to the following:

(a) Residential Use. Except as otherwise provided in this Declaration, including Section 1(q) of this Article, each Unit shall be used as a residence and for no other purposes, and there shall not be constructed or maintained upon any Unit more than one single-family residence. Except as otherwise provided in this Declaration, the Common Elements shall be used for recreational, social and other purposes directly related to the single-family use of the Units authorized hereunder.

(b) Maintenance of Exterior and Interior. Except as provided in Article IV, each Owner shall be responsible for the maintenance of, and shall maintain, the exterior and interior of its Unit, including interior walls, exterior and interior windows, glass, ceilings, floors, doors, windows, and permanent fixtures and appurtenances thereto, in a clean, sanitary, and attractive condition.

(c) Maintenance of Unit. Except as provided in Article IV or to the extent that maintenance is performed by the Association, each Owner shall keep its Unit free from rubbish and litter and in good physical appearance and repair.

(d) Association to Landscape Common Elements. Except as otherwise provided herein, the Association shall have the right and the obligation at any time to plant, replace, maintain, and cultivate shrubs, trees, grass, plantings, and other landscaping upon the Common Elements located on the Property, and, subject to the conditions stated below, on all or any portion of a Unit maintained by the Association under Article IV. No Owner shall remove, alter, or injure in any way any shrubs, trees, grass, plants or other landscaping placed upon or about a Unit by Declarant or the Association, without first obtaining the written consent of the Board.

(e) Signs and Billboards; Exterior Lights. No sign or billboard of any kind shall be displayed to the public view on any Unit or portion of the Common Elements, except for (1) directional or informational signs, established by Declarant or the Association, (2) signs used by Declarant, or by its successors or assigns, to advertise the Property, provided such signs are located on the Common Elements or on Units owned by Declarant, and (3) signs not in excess of six square feet per side erected by an Owner upon that Owner's Unit to advertise the sale of that Unit, provided that the Board may establish or require a common signage system for such purposes and such system shall prevail over the general provisions of this subsection. No floodlights, directional lights or lights that cast illumination on the exterior of the Owner's Unit shall be permitted on any Unit or Unit.

(f) Holiday Decorations. Holiday decorations within and on the exterior of Units and on Units are permitted, subject to the following: (i) No decoration that includes lights or sound may constitute a nuisance or undue interference with the quiet enjoyment of neighbors, as determined by the Board or the managing agent on behalf of the Board. In making such determination, the Board may reasonably consider such factors as sound

level, flashing or strobe lighting effects, and the offensive nature of decorations to a reasonable person (by way of example, particularly graphic Halloween decorations); (ii) no display with illumination or sound may remain on past 10:00 p.m. or such other time limit as may be established by the Board from time to time; and (iii) no decoration shall remain on display or be visible from the exterior of the Unit, whether illuminated or not, for more than fifteen (15) days after the holiday event. The Board shall have the authority to establish such dates in the event of any question.

(g) Quiet Enjoyment. No noxious, offensive or illegal activity shall be carried on, in or upon any Unit or any part of the Property, nor shall anything be done thereon that may be or may become an annoyance or nuisance to the neighborhood, that shall interfere in any way with any Owner's quiet enjoyment of its respective Unit, or that shall increase the rate of insurance in any way.

(h) Temporary Structures. No structure of a temporary character or other out-building shall be used on any Unit or the Common Elements at any time as a residence or otherwise, either temporarily or permanently. Notwithstanding the foregoing, Declarant or its agents shall have the right to conduct any business necessary for the sale of Units, including showing model Units and maintaining a sales and/or construction office on the Common Elements or in any Unit owned by Declarant. In furtherance thereof Declarant shall have an easement over all of the Common Elements for ingress, egress and parking for itself, its agents, employees, and prospective buyers of Units for so long as Declarant or any subsidiary or affiliated company owns any interest in the Property, and Declarant may block or restrict access over and across roadways so long as access to a particular Unit owned by a Person other than Declarant is not prohibited.

(i) Animals. No animals, reptiles, rodents, livestock, birds, or poultry of any kind shall be raised, bred or kept in or on any Units, except that a maximum of two dogs, cats or such other household pets approved by the Association (or a combination thereof not to exceed a total of two pets) may be kept in a Unit, provided such pets are not kept, bred or maintained for any commercial purposes. Notwithstanding the foregoing, no household animal may be kept in or about any Unit if such keeping results in an annoyance or is obnoxious to residents in the vicinity. In any event, each Owner shall be absolutely liable to all remaining Owners, their families, guests, invitees and tenants and to the Association for any and all damage to person or property caused by any pets brought or kept in or upon any Unit or on the Common Elements by any Owner or by members of its family, guests or invitees. Each Owner shall be responsible for cleaning up after its pet. No pet may be off-leash when not within the Owner's Unit, except to the extent that the Association maintains designated off-leash areas. The Board shall determine conclusively, in its sole and absolute discretion, whether, for the purpose of this subparagraph (i), an animal is appropriately considered as a household pet or not, and whether any household pet is a nuisance and therefore to be removed from the Property. The Board may permit variances to the restrictions set forth in this subsection in the Board's sole discretion; provided only that the Board treat similarly situated Owners in a similar manner. The Board may further establish rules and regulations for control of animals and household pets, and may impose Fines for violations in addition to requiring removal of animals from the Development.

(j) Garage and Driveways. Every garage door shall be equipped with a remote-controlled garage door opener, and every garage door shall be kept closed except when the garage is being entered or exited. All driveways shall be paved with a hard-surfaced material.

(k) Vehicles. No truck, trailer, camper, boat, van or similar equipment or disabled car shall be permitted to remain upon or within the Common Elements unless on a space designated for such use by the Association. No such equipment may be stored or permitted to remain upon a Unit or any portion of the Common Elements for more than forty-eight (48) hours unless stored in an enclosed garage.

(l) Exterior Structures. No fences, ornamental screens, awnings, screen doors, sunshades, walls, or hedges shall be erected or permitted upon the Property, except such as are installed in accordance with the initial construction of the improvements or approved by the Association as provided in Article X. No building, including out-buildings, patios, fences, and porches, shall be removed from, erected on, placed or altered on any Unit, or any portion of the Common Elements, until the construction plans and specifications and a plan showing the exact location of the structure or improvements have been approved in writing by the Board with respect to quality of workmanship and materials, harmony of external design with existing structure or structures, and location as provided in Article X. Any alteration in the exterior color of any structural improvement shall likewise be subject to the prior approval of the Association. The prohibitions set forth herein shall not apply to Declarant.

(m) Garbage Collection. All rubbish, trash, and garbage shall be removed from the Property regularly and shall not be allowed to accumulate thereon. All refuse containers, clothes lines, woodpiles, storage areas, machinery, or equipment shall be kept in such a manner as not to be visible from neighboring property or contiguous streets. No incinerators shall be kept or maintained on any Unit. Refuse containers placed outside for trash pickup shall be returned to non-visible areas no later than the end of the day on which pickup is made.

(n) Taxes and Utilities. Each Owner shall pay any real and personal property taxes or charges assessed against his respective Unit and the utility charges for said Unit.

(o) Infections, Plant Diseases or Insects. No Owner shall permit anything or condition to exist upon any portion of such Owner's Unit that shall induce, breed, or harbor infections, plant diseases, vermin or noxious insects.

(p) Reasonable Inspection and Entry. The Board shall have the right of inspection and entry onto Units in order to perform the duties and obligations of the Board under this Declaration and under the Bylaws. In addition, the Declarant, the Association, and their designees shall have the right to enter upon a Unit for the purpose of cutting grass, hedges and shrubbery and providing maintenance agreed upon with the Owner thereof.

(q) Trade or Business. No gainful profession, occupation, trade or other nonresidential use shall be conducted in any Unit or upon the Common Elements or any portion thereof without the prior approval of the Board. The Board may disapprove such

a trade or business in the event that it determines that the trade or business would have a negative impact on the Property, including, without limitation, creating problems related to traffic, parking or security. In determining whether to approve a trade or business conducted in a Unit, the Board shall be provided with detailed information on (i) the type of trade or business and (ii) the activities related thereto that could potentially affect the Property. In the event that the Board approves a certain trade or business (the "Approved Use"), then so long as the activities related to that Approved Use do not materially change from the activities described to and approved by the Board, the Board (whether or not the composition of the Board changes) shall not have the right to disapprove the Approved Use after the date of the original approval, subject to subparagraph (r) below.

(r) Compliance with Law. The Association and each Owner shall comply promptly with all laws, statutes, ordinances, rules and regulations of federal, state or municipal governments or authorities applicable to use, occupancy, construction and maintenance of any improvements upon the Units.

(s) Damage from Plants. No Owner shall permit any plant, tree, shrubbery or other similar item to exist upon any portion of such Owner's Unit that shall damage or create a nuisance on another Unit or that has not been approved by the Board. The Board shall determine conclusively, in its sole and absolute discretion, whether, for the purpose of this paragraph, a particular plant, tree, shrubbery, or other similar item is a nuisance and therefore to be removed from the Property.

(t) Window Coverings. Any drapes or window treatments in any Unit which can be seen from the exterior of a Unit shall be lined or backed with material which is white, off-white or neutral so that no other color other than these hereinabove set out can be seen on the window treatment from the exterior, except as may be approved by the Board.

(u) Wells. No private wells may be drilled or maintained on any Unit without the prior written consent of the Board.

(v) Laundry. Without the express permission of the Board, no Owner, guest, or tenant, shall hang laundry from any area within or outside a Unit if such laundry is within the public view, or hang laundry in full public view to dry, such as on balcony or terrace railings.

Section 2. Firearms and Other Weapons. Discharge of firearms and other weapons is prohibited; provided, the Board shall have no obligation to take action to prevent or stop such discharge. For this purpose, firearms and weapons shall be deemed to include any instrument that may or is designed to propel or discharge bullets, arrows, or other objects by use of explosive force, compressed air, elastic contraction or other means, including without limitation handguns, rifles, shotguns, pellet guns, BB guns, cross-bows, and long or compound bows. This definition shall be broadly construed, and the Declarant and Board of Directors shall have discretion to determine whether a particular object or instrument is a firearm or weapon in its sole discretion.

Section 3. Additional Restrictions. The Board of Directors shall be entitled to invoke additional rules and regulations from time to time for the operation, use and maintenance of the

Property located within its jurisdiction, including the Units and the Common Elements, provided such rules and regulations are not inconsistent with this Declaration.

Section 4. Rentals. Rentals of Units may be made only in conformity with all applicable laws, ordinances, rules and regulations of applicable governmental authorities.

ARTICLE XII
GENERAL PROVISIONS

Section 1. Term. The covenants and restrictions of this Declaration shall run with and bind the Property, and shall inure to the benefit of and shall be enforceable by the Association or the owner of any of the Property subject to this Declaration, their respective legal representatives, heirs, successors and assigns, for a term of thirty (30) years from the date this Declaration is recorded. After the initial thirty (30) year term has expired, the term of this Declaration shall be automatically extended for successive periods of ten (10) years, unless an instrument in writing, signed by sixty-seven percent (67%) of the then Owners, has been recorded within the year preceding the beginning of each successive ten-year period, agreeing to change said covenants and restrictions, in whole or in part, or to terminate the same.

Section 2. Amendment. This Declaration may be amended by a sixty-seven percent (67%) affirmative vote of the Members present at any duly called meeting, and the written approval of the Declarant during the Declarant Control Period. Any amendment shall not become effective until recorded in the Register's Office for Davidson County, Tennessee. No amendment may remove, revoke, or modify any right or privilege of Declarant without the written consent of Declarant or the assignee of such right or privilege. During the Declarant Control Period, Declarant may unilaterally amend this Declaration. After such conveyance, the Declarant may unilaterally amend this Declaration so long as such amendment is designed to comply with any law, regulation or provision of the Federal Home Loan Mortgage Corporation or Federal National Mortgage Association.

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

Section 4. Delegation of Use. Any Owner may delegate, in accordance with the Bylaws of the Association, his or her right of enjoyment to the Common Elements and facilities to the members of his or her family, tenants and social invitees, subject to such rules and regulations as the Board of Directors may adopt.

Section 5. Easements of Encroachment. There shall be reciprocal appurtenant easements of encroachment as between each Unit and such portion or portions of the Common Elements adjacent thereto or as between adjacent Units, due to the unintentional placement or settling or shifting of the improvements constructed, reconstructed or altered thereon (in accordance with the terms of this Declaration) to a distance of not more three (3) feet, as measured from any point on the common boundary between each Unit and the adjacent portion of the Common Elements or as between said adjacent Units, as the case may be, along a line perpendicular to such boundary at such point; provided, however, in no event shall an easement for encroachment exist if such encroachment occurred due to willful conduct on the part of an owner, tenant or the Association. There also shall be reciprocal appurtenant easements of encroachment as between each Unit and such portion or portions of the Common Elements adjacent thereto or as between adjacent Units, due to the placement or settling or shifting of roof overhangs, downspouts, gutters, eaves, foundations or fireplaces/chimneys constructed, reconstructed, or altered thereon (in accordance with the terms of this Declaration) to a distance of not more than three (3) feet, as measured from any point on the common boundary between each Unit and the adjacent portion of the Common Elements or as between said adjacent Units, as the case may be, along a line perpendicular to such boundary at such point.

In the event that any streets or roadways granting ingress or egress to a Unit are included in the Common Elements, all Owners of such Units shall have a permanent easement for ingress and egress over such streets or roadways. Any conveyance or encumbrance of such streets or roadways shall be subject to such easement.

Section 6. Easements for Utilities, Etc.

(a) There is hereby reserved unto Declarant, so long as the Declarant owns any property intended for inclusion in the Development, the Association and the designees of each (which may include, without limitation, the City, and any utility), blanket easements upon, across, over, and under all of the Common Elements and, to the extent shown on any plat, over the Units for ingress, egress, installation, replacing, repairing, and maintaining cable television systems, master television antenna systems, security, and similar systems, roads, walkways, bicycle pathways, drainage systems, street lights, signage, and all utilities, including, but not limited to, water, sewers, meter boxes, telephones, gas, and electricity.

(b) Declarant hereby reserves unto itself and the Association, or their duly authorized agents and representatives, such easements as are necessary to perform the duties and obligations of the Association as set forth in this Declaration, Bylaws and Association rules.

(c) Notwithstanding anything herein to the contrary, this Declaration and the conveyance of each Unit shall be subject to all easements heretofore or hereafter granted by Declarant or by the Board for the installation and maintenance of utilities and drainage facilities necessary for the development of the Property.

(d) Whenever sanitary sewer connections, water connections, or electricity, data, television, gas or telephone lines are installed within the Property, which connections or any portion thereof lie in or upon the Common Elements or Units owned by Owners other than the Owners of the Units served by said connections, the Owner of each Unit served by said connections shall have the right, and hereby is granted an easement to the full extent necessary therefor, to enter upon or have the utility companies enter upon the Unit or Common Elements upon which said connections, or any portion thereof, lie for the purpose of repairing, replacing and generally maintaining said connections as and when the same may be necessary.

(e) Whenever sanitary sewer connections, water connections, or electricity, data, television, gas or telephone lines are installed within the Property, which connections serve more than one Unit, the owner of each Unit served by said connections shall be entitled to full use and enjoyment of such portions of said connections as serve his Unit.

(f) In the event of a dispute between Owners with respect to the repair or rebuilding of said connections, or with respect to the sharing of the cost thereof, then upon the written request to the Association of any one of such Owners, the matter shall be submitted to the Board, which shall decide the dispute and make a Special Assessment against any or all of the Owners involved, which Special Assessment shall be collected and enforced in the manner provided by Article IX of this Declaration.

(g) Each of the easements provided for in this Declaration shall be deemed established upon the recordation of this Declaration and thenceforth shall be deemed covenants running with the land for the use and benefit of the Units and the Common Elements, as the case may be, superior to all other encumbrances applied against or in favor of any portion of the Property.

Section 7. Yard Easements. To allow the most efficient use of a Unit, while complying with governmental setback requirements, a portion of a Unit along a Unit line may be subject to an easement for use by the adjoining Unit Owner. Such easements may be designated on the Plat, a Supplemental Declaration, or on the deed from the Declarant to an Owner.

Section 8. Construction and Sale by Declarant. Notwithstanding any provisions contained in the Declaration to the contrary, so long as construction and initial sale of Units shall continue, it shall be expressly permissible for Declarant to construct, maintain and carry on upon portions of the Property, other than Units owned by persons other than Declarant, such facilities and activities as, in the sole opinion of Declarant, may be reasonably required, convenient, or incidental to the construction or sale of such residences, including, but not limited to, business offices, signs, Units, utilities, model units, and sales offices, and the Declarant and its invitees shall have an easement for access to such facilities. The right to maintain and carry on such facilities and activities shall include specifically the right to use Units owned by the Declarant as models and sales offices. Declarant may further delegate all of the privileges set forth in this Section 8 to any Builder or other party in the discretion of Declarant. This Section may not be amended without the express written consent of the Declarant.

Section 9. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions, which shall remain in full

force and effect. Each covenant and restrictions shall be enforced to the fullest extent permitted by law.

Section 10. Right of Entry. The Association shall have the right to enter into any Unit for emergency, security, and safety, which right may be exercised by the Association's Board of Directors, officers, agents, employees, managers, and all policemen, firemen, ambulance, personnel, and similar emergency personnel in the performance of their respective duties. Except in an emergency situation, entry shall only be during reasonable hours and after notice to the Owner. It is intended that this right of entry shall include the right of the Association to enter a Unit to cure any condition which may increase the possibility of a fire or other hazard in the event an Owner fails or refuses to cure the condition upon request by the Board. The Board may levy a Special Assessment against such Owner equal to the cost and expense incurred by the Association in curing such condition.

Section 11. Enforcement. The Association, or any Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 12. Use of the Words "Brook Hollow Residences." No Person shall use the words "Brook Hollow residences" in relation to the Development or any derivative thereof in any printed or promotional material without the prior written consent of the Declarant.

Section 13. Right of Action. All Owners hereby acknowledge and agree that the Association shall not be entitled to institute any legal action against anyone on behalf of any or all of the Owners which is based on any alleged defect in any Unit or the Common Elements, or any damage allegedly sustained by any Owner by reason thereof, but rather, that all such actions shall be instituted by the Person(s) owning such Units or served by such Common Elements or allegedly sustaining such damage. Notwithstanding the above, once Declarant no longer has the right to appoint and remove directors and officers, as set forth in the Bylaws, the Board of Directors may negotiate the resolution of any alleged defect(s) in the Common Elements on behalf of the Owners and shall have the right and authority to settle and release on behalf of any and all of the Owner's claims, causes of action, damages and suits involving the same. Any such settlement and release shall bind all Owners and their successors and assigns.

Section 14. Disclosures. Each Owner acknowledges the following:

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

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

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

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

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

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

ARTICLE XIII
DECLARANT'S RIGHTS

Section 1. Withdrawal or Addition of Property. The Development may occur in phases, and Declarant reserves the right to amend this Declaration, for the purpose of removing any portion of the Property that has not yet been improved with structures from the coverage of this Declaration or to add additional property to be subject to this Declaration by Supplemental Declaration. Such amendment shall not require the consent of any Person other than the Owner(s) of the property to be withdrawn, if not the Declarant. If the property is Common Elements, the Association shall consent to such withdrawal. The inclusion of real property in the term "Development" or on Exhibit A-1 to this Declaration shall not be deemed to obligate Declarant to acquire such real property or to include such property within the Property or the Development except in the sole discretion of Declarant.

Section 2. Marketing and Sales Activities. Declarant and builders authorized by Declarant may construct and maintain upon portions of the Development and the Common Elements such facilities and activities as, in Declarant's sole opinion, may be reasonably required, convenient, or incidental to the construction or sale of Units, including, but not limited to, business offices, signs, model units, and sales offices. Declarant and authorized Builders shall have easements for access to and use of such facilities at no charge.

Section 3. Right to Develop. Declarant and its employees, agents, and designees shall have a right of access and use and an easement over and upon all of the Common Elements for the purpose of making, constructing and installing such improvements to the Common Elements as it deems appropriate in its sole discretion.

Section 4. Right to Approve Changes in Design Standards. No amendment to or modification of any restrictions and rules or architectural guidelines shall be effective without prior notice to and the written approval of Declarant so long as Declarant owns property subject to this Declaration or which may become subject to this Declaration in accordance with this Article.

Section 5. Right to Transfer or Assign Declarant Rights. Any or all of Declarant's special rights and obligations set forth in this Declaration or the Bylaws may be transferred in whole or in part to other Persons; provided, the transfer shall not reduce an obligation nor enlarge a right beyond that which Declarant has under this Declaration or the Bylaws. No such transfer or assignment shall be effective unless it is in a written instrument Declarant signs and records. The foregoing sentence shall not preclude Declarant from permitting other Persons to exercise any right reserved to Declarant in this Declaration as an agent, employee or contractor of Declarant where Declarant does not intend to transfer such right in its entirety, and in such case it shall not be necessary to Record any written assignment unless necessary to evidence Declarant's consent to such exercise. In the event Declarant ceases to act as Declarant and abandons its role as Declarant after the end of the Declarant Control Period, then the Association shall have and may exercise all rights of Declarant without the necessity of a written assignment by the Declarant that fulfilled Declarant's obligations prior to such transfer.

Section 6. Easement to Inspect and Right to Correct. Declarant reserves for itself and others it may designate the right to inspect, monitor, test, redesign, and correct any structure, improvement, or condition which may exist on any portion of the Property, including Units, and a perpetual nonexclusive easement of access throughout the Property to the extent reasonably necessary to exercise such right. Except in an emergency, entry onto a Unit shall be only after reasonable notice to the Owner, and no entry into a dwelling shall be permitted without the consent of the Owner. The person exercising this easement shall promptly repair, at such person's own expense, any damage resulting from such exercise.

Section 7. Termination of Rights. The rights contained in this Article shall not terminate until the earlier of (a) forty (40) years from the date this Declaration is recorded; or (b) recording by Declarant of a written statement that all development and sales activity has ceased.

ARTICLE XIV
SPECIAL FNMA/FHLMC PROVISION

Section 1. Restrictions on Certain Acts. So long as required by the Federal National Mortgage Association or Federal Home Loan Mortgage Corporation, the following provisions apply in addition to and not in lieu of the foregoing. Unless at least two-thirds (2/3) of the first Mortgagees or Members representing at least two-thirds (2/3) of the total Association vote entitled to be cast thereon consent, the Association shall not:

(a) by act or omission seek to abandon, partition, subdivide, encumber, sell, or transfer all or any portion of the real property comprising the Common Elements which the Association owns, directly or indirectly (the granting of easements for public utilities or other similar purposes consistent with the intended use of the Common Elements shall not be deemed a transfer within the meaning of this subsection);

(b) change the method of determining the obligations, Assessments, dues, or other charges which may be levied against an Owner of a Unit (A decision, including contracts, by the Board shall not be subject to this provision where such decision is otherwise authorized by this Declaration.);

(c) by act or omission change, waive, or abandon any scheme of regulations or enforcement thereof pertaining to the architectural design or the exterior appearance and maintenance of Units and of the Common Elements (The issuance and amendment of architectural standards, procedures, rules and regulations, or use restrictions shall not constitute a change, waiver, or abandonment within the meaning of this provision.);

(d) fail to maintain insurance, as required by this Declaration; or

(e) use hazard insurance proceeds for any Common Elements losses for other than the repair, replacement, or reconstruction of such property.

Section 2. Rights of First Mortgagees. First Mortgagees may, jointly or singly, pay taxes or other charges that are in default and that may or have become a charge against the Common Elements and may pay overdue premiums on casualty insurance policies or secure new casualty insurance coverage upon the lapse of an Association policy, and first Mortgagees making such payments shall be entitled to immediate reimbursement from the Association.

Section 3. No Priority. No provision of this Declaration or the Bylaws gives or shall be construed as giving any Owner or other party priority over any rights of the first Mortgagee of any Unit in the case of distribution to such Owner of insurance proceeds or condemnation awards for losses to or a taking of the Common Elements.

Section 4. Notice to Association. Upon request, each Owner shall be obligated to furnish to the Association the name and address of the holder of any Mortgage encumbering such Owner's Unit.

Section 5. Amendment by Board. Should the Federal National Mortgage Association or the Federal Home Loan Mortgage Corporation subsequently delete any of their respective requirements which necessitate the provisions of this Article or make any such requirements less stringent, the Board, without approval of the Owners, may cause an amendment to this Article to be recorded to reflect such changes.

Section 6. Applicability of Article XIV. Nothing contained in this Article shall be construed to reduce the percentage vote that must otherwise be obtained under this Declaration, Bylaws, or Tennessee law for any of the acts set out in this Article.

Section 7. Failure of Mortgagee to Respond. Any Mortgagee who receives a written request from the Board to respond to or consent to any action shall be deemed to have approved such action if the Association does not receive a written response from the Mortgagee within thirty (30) days of the date of the Association's request.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the undersigned Declarant has executed this Declaration effective as of the date first set forth above.

DECLARANT:

MAGNOLIA PROPERTIES, a Tennessee general partnership

By: _____

Print Name: Kamel Daouk

Title: Managing Partner

STATE OF TENNESSEE)
)
COUNTY OF DAVIDSON)

Before me, Brooke Stackpole, a Notary Public of said County and State, personally appeared Kamel Fabio Daouk, 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 Managing Partner of MAGNOLIA PROPERTIES, the within named bargainor, a general partnership, and that he as such Managing partner executed the foregoing instrument for the purposes therein contained, by personally signing the name of the partnership by himself as Managing partner.

Witness my hand and seal, at Office in Nashville, Tennessee, this 1st day of August, 2018.

BROOKE STACKPOLE
STATE OF TENNESSEE NOTARY PUBLIC
DAVIDSON COUNTY
MY COMMISSION EXPIRES 9-7-2021

_____
Notary Public
My Commission Expires: 9/7/21

EXHIBIT A

PROPERTY DESCRIPTION

Land in Davidson County, Tennessee, being Lot(s) 158, as shown on the map entitled the Plan of Horton Heights, Section III, of record in Plat Book 2133, page 29, Register's Office for Davidson County, Tennessee, to which plan reference is hereby made for a more complete and accurate legal description.

Being the same property conveyed to Magnolia Properties, by deed of record as Instrument No. 20180405-0032255, Register's Office for Davidson County, Tennessee.

EXHIBIT A-1

PLAT OF UNITS

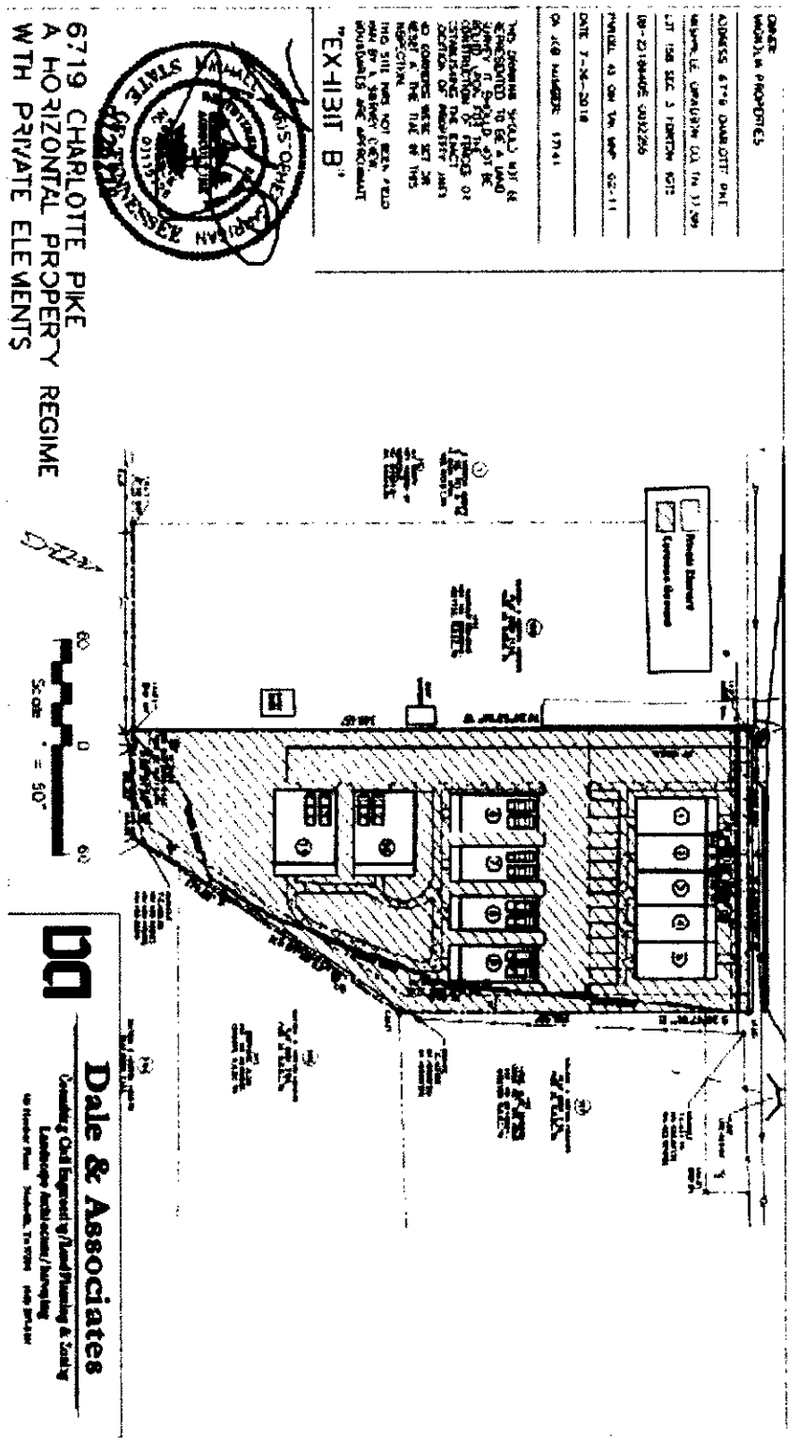


EXHIBIT B

ASSOCIATION CHARTER

(SEE ATTACHED)

Tre Hargett
Secretary of State

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

Brook Hollow Residences Homeowners Association, Inc.
STE 300
4235 HILLSBORO PIKE
NASHVILLE, TN 37215-3344

July 27, 2018

Filing Acknowledgment

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

SOS Control # :	000976513	Formation Locale:	TENNESSEE
Filing Type:	Nonprofit Corporation - Domestic	Date Formed:	07/27/2018
Filing Date:	07/27/2018 10:39 AM	Fiscal Year Close:	12
Status:	Active	Annual Report Due:	04/01/2019
Duration Term:	Perpetual	Image # :	B0574-6772
Public/Mutual Benefit:	Mutual		
Business County:	DAVIDSON COUNTY		

Document Receipt

Receipt # : 004211989 Filing Fee: $100.00

Payment-Credit Card - State Payment Center - CC #: 3736152295 $100.00

Registered Agent Address:
J. BRYAN ECHOLS
STE 200
6100 TOWER CIR
FRANKLIN, TN 37067-1465

Principal Address:
STE 300
4235 HILLSBORO PIKE
NASHVILLE, TN 37215-3344

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

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

Tre Hargett
Secretary of State

000976513

CHARTER
NONPROFIT CORPORATION

SS-4418

Tre Hargett
Secretary of State

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

Filing Fee: $100.00

For Office Use Only
-FILED-
Control # 000976513

The undersigned, acting as incorporator(s) of a nonprofit corporation under the provisions of the Tennessee Nonprofit Corporation Act, adopt the following Articles of Incorporation.

1. The name of the corporation is: Brook Hollow Residences Homeowners Association, Inc.

2. Name Consent: (Written Consent for Use of Indistinguishable Name)
☐ This entity name already exists in Tennessee and has received name consent from the existing entity.

3. This company has the additional designation of: None

4. The name and complete address of its initial registered agent and office located in the State of Tennessee is:
J. BRYAN ECHOLS
STE 200
6100 TOWER CIR
FRANKLIN, TN 37067-1465
WILLIAMSON COUNTY

5. Fiscal Year Close Month: December **Period of Duration:** Perpetual

6. If the document is not to be effective upon filing by the Secretary of State, the delayed effective date and time is:
(none) (Not to exceed 90 days)

7. The corporation is not for profit.

8. Please complete all of the following sentences by checking one of the two boxes in each sentence:
This corporation is a ☐ public benefit corporation / ☑ mutual benefit corporation.
This corporation is a ☐ religious corporation / ☑ not a religious corporation.
This corporation will ☑ have members / ☐ not have members.

9. The complete address of its principal office is:
STE 300
4235 HILLSBORO PIKE
NASHVILLE, TN 37215-3344
DAVIDSON COUNTY

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

B0574-6772 07/27/2018 10:39 AM Received by Tennessee Secretary of State Tre Hargett

CHARTER
NONPROFIT CORPORATION

SS-4418

Tre Hargett
Secretary of State

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

Filing Fee: $100.00

For Office Use Only
-FILED-
Control # 000976513

The name of the corporation is: Brook Hollow Residences Homeowners Association, Inc.

10. The complete mailing address of the entity (if different from the principal office) is:
STE 300
4235 HILLSBORO PIKE
NASHVILLE, TN 37215-3344

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

Title	Name	Business Address	City, State, Zip
Incorporator	J. Bryan Echols	6100 TOWER CIRCLE, SUITE 200	FRANKLIN, TENNESSEE 37067

12. School Organization: (required if the additional designation of "School Organization - Exempt" is entered in section 3.)

☐ I certify that pursuant to T.C.A. §49-2-611, this nonprofit corporation is exempt from the $100 filing fee required by T.C.A. §48-51-303(a)(1).

☐ This nonprofit corporation is a "school support organization" as defined in T.C.A. §49-2-603(4)(A).

☐ This nonprofit corporation is an educational institution as defined in T.C.A. §48-101-502(b).

13. Insert here the provisions regarding the distribution of assets upon dissolution:
In the event of dissolution of the Corporation, all assets will be distributed to another nonprofit organization with a similar purpose.

14. Other Provisions:

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

Electronic
Signature

Incorporator
Title/Signer's Capacity

J. Bryan Echols
Printed Name

Jul 27, 2018 10:39AM
Date

B0574-6773 07/27/2018 10:39 AM Received by Tennessee Secretary of State Tre Hargett

EXHIBIT C

ASSOCIATION BYLAWS

BYLAWS OF

BROOK HOLLOW RESIDENCES

HOMEOWNERS ASSOCIATION, INC.

ARTICLE I
MEMBERS

Section 1. Identity.

(a) These are the Bylaws of BROOK HOLLOW RESIDENCES HOMEOWNERS ASSOCIATION, INC. (the "Association"), a not for profit corporation, incorporated under the laws of the Tennessee Nonprofit Corporation Act.

(b) The Association has been organized for the purpose of serving as the property owners association for the residential development known as Brook Hollow Residences, in accordance with the Declaration of Covenants, Conditions, and Restrictions for Brook Hollow residences, a Horizontal Property Regime With Private Elements dated August 1st, 2018, and filed of record in the Register's Office for Davidson County, Tennessee (as the same may be modified, amended or restated, the "Declaration"). All capitalized terms not otherwise defined herein shall have the meanings set forth in the Declaration.

Section 2. Members. Every Owner shall be deemed to have a membership in the Association. "Owner" shall mean and refer to the Person or entity, including Declarant, who holds the record title to any Unit which is part of the Property, but excluding in all cases any party holding an interest merely as security for the performance of an obligation. If a Unit is sold under a recorded contract of sale and the contract specifically so provides, then the purchaser (rather than the fee owner) will be the Owner. For purposes of these Bylaws, "Member" shall mean the individual Owner or, if there are multiple persons or entities who are Owners of a Unit, the representative of such Owners.

Section 3. Succession. The membership of each Member shall terminate when such Member ceases to be an Owner, and upon the sale, transfer or other disposition of such Member's ownership interest in a Unit, membership in the Association shall automatically be transferred to the new Owner succeeding to such ownership interest.

Section 4. Regular Meetings. The first regular annual meeting of Members (the "First Meeting"), subject to the terms hereof, shall be held on a date to be established by Declarant in the calendar year following the year in which the first Unit has been sold. Subsequent to the First Meeting, there shall be a regular annual meeting of Members within fifteen (15) days before or after each anniversary of the First Meeting. All such meetings of Members shall be held at a location in Davidson County, Tennessee, and at such time as

specified in the written notice of such meeting which shall be sent to all Members at least ten (10) days prior to the date of such meeting.

Section 5. Special Meetings. Special meetings of all Members may be called by the President or by a majority of the Members of the Board, or by Members having at least fifteen percent (15%) of the votes entitled to be cast at such meeting. Said special meetings shall be called by sending written notice to all Members not less than ten (10) days prior to the date of said meeting, stating the date, time and place of said special meeting and the matters to be considered.

Section 6. Voting. No Owner, whether one (1) or more Persons, shall have more than one (1) membership vote per Unit owned, except that the Declarant shall have six (6) votes for each Unit owned by Declarant, whether such Unit has been platted or is set forth on the Plat. In the event the Owner of a Unit is more than one (1) Person, votes and rights of use and enjoyment shall be as provided herein. A Member or the Member's spouse, subject to the provisions of the Declaration and the Bylaws, may exercise the rights and privileges of membership. The membership rights of a Unit owned by a corporation or partnership shall be exercised by the individual designated by the Owner in a written instrument provided to the Secretary, subject to the provisions of the Declaration and the Bylaws. In any situation in which more than one (1) Person holds the interest in a Unit required for membership, the vote for such Unit shall be exercised as those Persons determine among themselves and advise the Secretary of the Association in writing prior to any meeting. In the absence of such advice, the Unit's vote shall be suspended if more than one (1) Person seeks to exercise it. Voting by proxy is allowed on any matter.

Section 7. Quorum. Except as otherwise expressly provided in the Declaration or these Bylaws, a quorum of Members for any meeting shall be constituted by Members represented in person or by proxy and holding at least ten percent (10%) of the votes entitled to be cast at such meeting.

Section 8. Notice, Voting and Attendance by Electronic Means. Any notice to the Members required to be sent or given by the Bylaws shall be deemed to have been sent if such notice is in writing and is delivered to each Member by hand delivery, overnight courier or other form of wire or wireless communication or if sent by U.S. Mail, postage prepaid or by e-mail, to the address provided in writing from time to time by such Member to the Association. If no address is provided, notice to the address of the Unit shall suffice. Unless limited by applicable law, and notwithstanding the foregoing, the Board of Directors may establish rules and procedures from time to time that permit notices of meetings and other matters, the delivery of proxies, and voting by electronic means; provided, however, that such rules and procedures shall in each case (a) provide reasonable safeguards to authenticate electronic means of communication; (b) permit a Member to opt out of electronic procedures by an affirmative choice, in which case the foregoing rules for delivery of notices, proxies and voting shall control with regard to such Member; (c) provide that matters on which electronic votes have been cast may not be amended, unless such amendment is also submitted for vote by electronic and other means; and (d) provide that in the event a Member is physically present at a meeting called for the purpose of voting on an item, the Member may override or withdraw any electronic vote previously cast for the item.

ARTICLE II
BOARD OF DIRECTORS

Section 1. Number, Election and Term of Office. The Association shall be governed by a Board of Directors (the "Board") composed of no less than three (3) and no more than five (5) individuals (the "Directors" and each a "Director") appointed or elected as provided in these Bylaws, except that the Interim Board (as defined below) shall be composed of three (3) individuals. Prior to the First Meeting, the Board shall be an interim board composed of those individuals named in the Charter of this Association (the "Interim Board"). The Interim Board shall have and shall exercise all powers and obligations given to the Board by these Bylaws. At the First Meeting and at each annual meeting thereafter, Directors shall be appointed or elected as follows:

(a) Until the earlier of (i) one hundred twenty (120) days after conveyance of seventy-five percent (75%) of the Units that may be created in the Development to Unit Owners other than Declarant; or (ii) fifteen (15) years after the conveyance of the first Unit to a purchaser other than the Declarant (the "Declarant Control Period"), the Declarant may appoint and remove the officers and members of the Board.

(b) Declarant may voluntarily surrender the right to appoint and remove officers and members of the Board before termination of the Declarant Control Period, but in that event the Declarant may require, for the duration of the Declarant Control Period, that specified actions of the Association or Board, as described in a recorded instrument executed by the Declarant, be approved by the Declarant before they become effective.

(c) Not later than one hundred twenty (120) days following the termination of the Declarant Control Period, the Unit Owners shall elect a Board of Directors of at least three (3) members, at least a majority of whom must be Unit Owners. The Board shall elect the officers. The Board and officers shall take office upon election. At the initial election of Directors by Unit Owners, the terms of such Directors shall be set so that the terms of all Directors do not end on the same year.

(d) Notwithstanding any provision of the Declaration or Bylaws to the contrary, the Unit Owners, by a two-thirds (2/3) vote of all persons present and entitled to vote at any meeting of the Unit Owners at which a quorum is present, may remove any of the Directors with or without cause, other than a member appointed by the Declarant.

Section 2. Term. Each Director shall be elected by majority vote by the Members to serve a one year term, except at the initial election two-year terms may be used in order to have staggered terms of Directors. Voting by proxy is allowed. Any Director so appointed or elected may be appointed or elected to subsequent terms as a Director; provided, however, that no Director may serve more than four (4) consecutive terms.

Section 3. Qualification. If a Director who is a Member shall cease to be a Member during that Director's term, he or she shall thereupon cease to be a Director and the position on the Board shall be deemed vacant.

Section 4. Vacancies. Any vacancy occurring in the Board shall be filled by majority vote of the remaining Directors; except that the Members shall elect a Director whose position has been vacated as the result of a removal by the Members of a sitting Director. Any Director so elected to fill a vacancy shall hold office for the remainder of the unexpired term.

Section 5. Meetings. A regular annual meeting of the Board shall be held not less than ten (10) days following the regular annual meeting of Members. Other meetings of the Board shall be held upon a call by the President or by a majority of the Board, or by request of not less than ten percent (10%) of the Members, on not less than forty-eight (48) hours' notice in writing to each Director, delivered by hand delivery, overnight courier, mail, e-mail, telegram or facsimile transmission or another form of wire or wireless communication. 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 or her waiver of notice of said meeting.

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

Section 7. Quorum. Three (3) Directors shall constitute a quorum.

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

(a) to elect and remove the Officers of the Association as hereinafter provided;

(b) to administer the affairs of the Association and the Common Elements, including the purchasing of casualty and liability insurance authorized by the Declaration;

(c) to formulate policies for the administration, management and operation of the Common Elements;

(d) to adopt rules and regulations, with written notice thereof to all Owners, governing the administration, management, operation and use of the Common Elements;

(e) to provide for the maintenance, repair, and replacement of the Common Elements, and other expenses authorized by the Declaration and payments therefor, to approve payment vouchers or to delegate such approval to the Officers;

(f) 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 Common Elements and other expenses authorized by the Declaration;

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

(h) to make architectural and other decisions as provided in the Declaration;

(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 estimate the amount of the annual budget, and to provide the manner of assessing and collecting from the Members their respective shares of such estimated expenses, as hereinafter provided;

(k) to exercise any other powers and duties ascribed to the Board or the Association in the Declaration;

(l) to borrow money on behalf of the Association, to enter into agreements related to such borrowing, and to pledge funds, property or Common Elements as security for such indebtedness; and

(m) unless otherwise provided herein or in the Declaration, to comply with the instructions of a majority of the Members, as expressed in a resolution duly adopted at any annual or special meeting of the Members.

Section 9. Delegation.

(a) Nothing in this Article or elsewhere in these Bylaws shall be considered to grant to the Board, the Association or to the Officers of the Association any powers or duties which, by law, have been delegated to the Members.

(b) The powers of the Board may be delegated to any person or entity or to a managing agent of the Association by written delegation or authority.

Section 10. Nature of Board Meetings. Board meetings are meetings of the Board of Directors. Members do not have a right to speak or to present matters at any Board meeting; provided, however, that the Board may establish an agenda item consisting of a period for Members to present matters for the Board (an "Open Period"). Matters submitted to the Board during the Open Period shall not be discussed or acted upon by the Board at that meeting unless the Board by majority vote adds the item to the agenda for the meeting. Members shall have a right to attend Board meetings, subject to capacity and occupancy levels of the meeting venue; provided, however, that the Board shall have the right to close the meeting to the Members if the Board desires to discuss matters involving specific Members, including without limitation enforcement actions; matters potentially involving litigation; or other matters on approval of a majority of the Directors present.

ARTICLE III
OFFICERS

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

(a) a President, who shall be a Director and who shall preside over the meetings of the Board and of the Members, 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 the Members, and who shall, in general, perform all the duties incident to the office of Secretary;

(c) a Treasurer, who shall be responsible for financial records and books of account and the manner in which such records and books are kept and reported; and

(d) such additional Officers as the Board shall see fit to elect.

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

Section 3. Term of Office. Each Officer shall hold office for the term of one (1) year and until the 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 Board at a regular or special meeting of said Board. Any officer so elected to fill a vacancy shall hold office for the remaining unexpired term. Any Officer may be removed for cause at any time by vote of three-fifths (3/5) of the total Directors at a special meeting thereof.

Section 5. Compensation. The Officers shall receive no compensation for their services as Officers.

ARTICLE IV
ASSESSMENTS

Section 1. Annual Budget. The Board shall cause to be prepared, at least sixty (60) days before the beginning of the fiscal year and thirty (30) days prior to the meeting at which the budget shall be presented to the Members, a budget covering the estimated costs of operating the Association during the coming fiscal year (the "Operating Budget"), together with a budget that shall take into account the number and nature of replaceable assets of the Association, the expected life of each asset, and the expected repair or replacement cost of each asset for the coming fiscal year, including without limitation such as are applicable to the Common Maintenance Units (the "Capital Budget"), said fiscal year to be determined by the Board. The Operating Budget and the Capital Budget shall be collectively referenced as the "Budget." The Budget shall reflect the allocation of expenses and obligations set forth in the Declaration, including without limitation those matters relating to Common Maintenance Units. The Operating Budget shall include a capital contribution establishing a reserve fund in accordance with the Capital Budget. The Board shall set the required capital contribution, if any, in an amount sufficient to permit meeting the projected capital needs of the Association as shown on the Capital Budget, with respect both to the amount and timing of Assessments over the period of the Budget. To the extent that the assessments and other cash income collected from the Members during the preceding year shall be more or less than the expenditures for such preceding year, the surplus or deficit, as the case may be, shall also be taken into account in preparing the new Budget.

Section 2. The Board shall cause a copy of the Budget, and the amount of each General Assessment, Common Maintenance Assessment and Special Assessment to be levied against each Unit for the following year, to be delivered to each Member at least ten (10) days prior to each annual meeting. The Board shall set Assessments based on the Operating Budget and the Capital Budget. The Budget shall become effective unless disapproved at the meeting by a majority vote of the total Association membership. In the event the Members disapprove the proposed Budget or the Board fails for any reason to determine the Budget for the succeeding year, then and until such time as a Budget shall have been determined as provided herein, the Budget in effect for the then current year shall continue for the succeeding year(s). Each Owner shall pay the assessment relating to such Owner's Units on or before the first day of each applicable period as established by the Board from time to time. Payments shall be made to the Association or as may be otherwise directed by the Board.

Section 3. Assessments. The Board may impose and collect Assessments as set forth in the Declaration

Section 4. Partial Year or Month. For the first fiscal year and thereafter until the First Board is elected, the annual budget shall be approved by the Interim Board. If such first fiscal year, or any succeeding fiscal year, shall be less than a full year, then the monthly or quarterly or annual assessments for each Member shall be proportionate to the number of months and days in such period covered by such budget.

Section 5. Annual Report. Within ninety (90) days after the end of each fiscal year covered by an annual budget, or as soon thereafter as shall be practicable, the Board shall cause to be furnished to each Member a statement for such year so ended, showing the receipts and expenditures and such other information as the Board may deem desirable.

Section 6. Supplemental Budget. In the event that during the course of any year, it shall appear to the Board that the Assessments, determined in accordance with the Budget for such year, are insufficient or inadequate to cover the estimated expenses for the remainder of such year, then the Board shall prepare and approve a supplemental budget covering the estimated deficiency for the remainder of such year, copies of which supplemental budget shall be furnished to each Member, and thereupon a supplemental assessment shall be made to each Member for his proportionate share of such supplemental budget.

Section 7. Records and Statement of Account. The Board shall cause to be kept detailed and accurate records in chronological order of the receipts and expenditures of the Association, specifying and itemizing the Common Expenses incurred. Payment vouchers may be approved in such manner as the Board may determine.

ARTICLE V
AMENDMENTS

During the Declarant Control Period, these Bylaws may be amended by the Declarant, and thereafter by an affirmative vote of at least sixty-seven percent (67%) of the Members, subject to the limitations on amendments without the consent of the Mortgagees or Declarant under the Declaration. Any amendment shall not become effective until recorded in the Register's Office for Davidson County, Tennessee.