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Batch# 192352 DEEDMAST
02/06/2019 01:37:27 PM 67 pgs
Fees: $337.00 Taxes: $0.00
20190206-0011432

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# DECLARATION

# FOR

# PARKVUE CONDOMINIUMS, A CONDOMINIUM

THIS DECLARATION, made as of the 1st day of February, 2019, by PARKVUE DEVELOPMENT, LLC, a Tennessee limited liability company, hereinafter referred to as "Declarant," for itself, its successors, grantees, and assigns.

WITNESSETH:

WHEREAS, Declarant is the owner of certain real property located in Davidson County, Tennessee (the "Development"), more particularly described in that certain Declaration of Covenants, Conditions, and Restrictions for Parkvue, a Horizontal Property Regime With Private Elements, dated February 1st, 2019, and recorded as Instrument Number _____, Register's Office for Davidson County, Tennessee (as amended or modified, including without limitation any Supplemental Declaration pursuant to which additional property is subjected thereto, the "Master Declaration"); and

WHEREAS, the Master Declaration will include up to four (4) parcels designated as a Condominium Parcel and intended for establishment of multi-unit condominium buildings (each a "Condominium Parcel"); and

WHEREAS, the property described on Exhibit A attached hereto and incorporated herein by reference (the "Property") constitutes one (1) designated Condominium Parcel under the Master Declaration, which Declarant desires to develop, together with future designated Condominium Parcels, as a community of up to forty-eight (48) total attached residential units to be known as Parkvue Condominiums, with common facilities and Common Elements for the benefit of said community (the "Project"); and

WHEREAS, Declarant desires to submit the Property, and the improvements constructed thereon, to a condominium form of ownership and use, in the manner provided under the provisions of the Tennessee Code Annotated, Title 66, Chapter 27, Section 201, et seq., as amended, known as "The Tennessee Condominium Act of 2008," which may hereinafter be referred to as the "Act;" and

WHEREAS, Declarant further desires to establish certain easements, rights, privileges and obligations applicable to the Property, for the use and enjoyment of all Owners, as hereinafter defined, and to provide for the use and maintenance of the Project, for the mutual benefit of all Owners and to promote the benefits of the horizontal property regime form of ownership hereinafter set forth; and

WHEREAS, Declarant desires to provide to establish a method for the administration, maintenance, preservation, use and enjoyment of such portions of the Property as are now or may hereafter be submitted to this Declaration; and

WHEREAS, as part of the general plan of improvement of the Property, Declarant desires to create an Association (as defined herein) to manage the Property, to be known as the Parkvue Condominiums Homeowners Association, Inc.; and

WHEREAS, Declarant desires that the Property, and any additional property as is hereafter subjected to this Declaration by Supplemental Declaration (as defined herein), be held, sold and conveyed subject to the provisions of this Declaration.

NOW, THEREFORE, Declarant hereby declares that all of the Property now or hereafter subjected to this Declaration shall be held, sold, and conveyed subject 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.

Declarant further hereby submits the Property, together with the buildings and improvements thereon, or hereafter to be constructed, to the provisions of the Tennessee Condominium Act of 2008, hereby establishing a condominium on the Property.

## ARTICLE 1

## DEFINITIONS

Section 1.1 "Additional Maintenance Area" shall mean those portions of a Unit that the Association is responsible for maintaining, pursuant to Section 9.2 of Article 9 hereof, those portions of a Unit which by contract with any Owner the Association undertakes to maintain, and those areas, whether located within or outside the Property, for which the Association has assumed maintenance responsibility, including without limitation landscaping, roadway and utilities.

Section 1.2 "Assessments" shall mean, collectively or individually, any Master Assessment, the Base Assessment, the Special Assessment or other Assessment imposed on a Unit or Owner hereunder.

Section 1.3 "Assigned Parking Spaces" shall mean any parking spaces that are now or hereafter assigned to a particular Unit pursuant to the Master Association, including without limitation the parking spaces shown on Exhibit A-2 thereto.

Section 1.4 "Association" shall mean and refer to the Parkvue Condominiums Homeowners Association, Inc., a Tennessee nonprofit corporation, its successors or assigns. The Association must be organized no later than the date the first Unit is conveyed by Declarant. The "Directors" or "Board" shall be the elected body having its normal meaning under Tennessee law.

Section 1.5 "Base Assessment" shall mean and refer to Assessments levied against all Units in the Property to fund Common Expenses.

Section 1.6 "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 1.7 "Charter" shall mean and refer to the Charter of Parkvue Condominiums Homeowners Association, Inc., a form of which is attached hereto as Exhibit B and incorporated herein by this reference, as filed with the Secretary of State of the State of Tennessee, as may be amended from time to time.

Section 1.8 "Common Area" shall mean all real and personal property located on the Condominium Parcels, including without limitation any fire suppression systems, but excluding Units, components thereof and easements appurtenant thereto, now or hereafter constructed on the Property for common use and enjoyment of the Owners, including, but not limited to, all hallways, entryways, stairways, elevators, and other improvements.

Section 1.9 "Common Elements" shall mean and refer to the Common Area, together with those areas, if any, which by the terms of this Declaration or by contract becomes the responsibility of the Association, including without limitation the Additional Maintenance Area. The office of any property manager employed by or contracting with the Association, if located on the Property, or any public rights-of-way within or adjacent to the Property, may be part of the Common Elements.

Section 1.10 "Common Expenses" shall mean and include the actual and estimated expenses of operating the Association and maintaining the Common Elements, and those portions of the Additional Maintenance Area which the Association is responsible for maintaining pursuant to Section 9.2 of Article 9, including any reasonable reserve, as found to be necessary and appropriate by the Board pursuant to this Declaration, the Charter, and the Bylaws of the Association. Common Expenses shall also include any amounts due to the Master Association from the Association, if applicable.

Section 1.11 "Community-Wide Standard" shall mean the conduct, maintenance, or other activity generally prevailing throughout the Property. The Board and the Modifications Committee, as hereinafter defined, may more specifically determine such standard.

Section 1.12 "Declarant" shall mean and refer to Parkvue Development, LLC, a Tennessee limited liability company, or its successors, successors-in-title or assigns who take title to any portion of the Property for the purpose of development and sale and are designated as Declarant hereunder in a recorded instrument executed by the immediately preceding Declarant. The Declarant under this Declaration need not be the same Person as the Declarant under the Master Declaration.

Section 1.13 "Development Rights" shall mean and include those rights reserved by Declarant with respect to all of the Property, as set forth in Section 16.1(b).

Section 1.14 "Eligible Mortgage Holder" shall have the meaning given in Section 14.2 of this Declaration.

Section 1.15 "Limited Common Elements" shall mean those Common Elements which are reserved for the use or benefit of a certain Unit or Units to the exclusion of other Units, or are otherwise designated as Limited Common Elements. All terraces, patios, balconies, decks, and stoops that serve an individual Unit are Limited Common Elements. All utilities pipes, conduits and runs that serve only one Unit are Limited Common Elements. Party walls between Units shall be Limited Common Elements. All heating and air conditioning units, equipment or components thereof that serve only one Unit but are located outside that Unit shall be Limited

Common Elements exclusively for that Unit. This Declaration, as amended and supplemented from time to time, may establish certain parking spaces and ground areas contiguous to certain Units as Limited Common Elements.

Section 1.16 "Master Assessments" shall mean any assessments imposed on the Association by the Master Association, in contrast to assessments made by the Master Association on individual Unit Owners.

Section 1.17 "Master Association" shall mean the Parkvue Homeowners Association, Inc.

Section 1.18 "Master Declaration" shall have the meaning given in the Recitals.

Section 1.19 "Member" shall mean and refer to a Person or entity entitled to membership in the Association, as provided herein.

Section 1.20 "Mortgage" shall mean and refer to a mortgage, a deed of trust, a deed to secure debt, or any other form of security deed.

Section 1.21 "Mortgagee" shall mean and refer to a beneficiary or holder of a Mortgage.

Section 1.22 "Mortgagor" shall mean and refer to anyone who gives a Mortgage.

Section 1.23 "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. Wherever an Owner has responsibility hereunder, any tenant, guest, invitee or occupant of a Unit shall be obligated to comply with all rules and requirements of Owners, and each Owner shall be responsible for the behavior of such Persons.

Section 1.24 "Person" means a natural person, a corporation, a limited liability company, a partnership, a trustee, or any other legal entity.

Section 1.25 "Phase" means, with respect to the Project, additional Condominium Parcels and the Units created thereon, designated for development subsequent to the initial development of the Project. Each separate building and the Units contained therein, as set forth on the Plat, shall constitute a separate Phase within the Project.

Section 1.26 "Plat" means, collectively, the plats of the Units attached hereto as Exhibit D and incorporated herein by this reference, and any future Plat establishing Units on the Property and submitted by Supplemental Declaration. If any portion of a Plat designates an area for future development or substantially similar designation, such areas shall not be deemed as Common Areas and may be designated on a Supplemental Declaration as Units.

Section 1.27 "Property" shall have the meaning given in the Recitals, together with such additional property as is hereafter subjected to this Declaration by Supplemental Declaration.

Section 1.28 "Special Assessment" shall mean and refer to Assessments levied in accordance with Section 10.3 of Article 10 of this Declaration.

Section 1.29 "Special Declarant Rights" shall mean and include those rights reserved for the benefit of Declarant, as set forth in Article 16.

Section 1.30 "Special Declarant Rights Period" refers to the period of Declarant control of the Association. Unless earlier terminated by Declarant, the Special Declarant Rights Period terminates one hundred twenty (120) days after the conveyance of ninety percent (90%) of the Units that may be developed in the Project to Persons other than Declarant or a successor Declarant. The number of Units that may be developed in the Project is currently forty-eight (48).

Section 1.31 "Supplemental Declaration" shall mean an amendment or supplement to this Declaration that subjects additional property to this Declaration, imposes, expressly or by reference, additional restrictions and obligations on the land described therein, or both, or that subjects a portion of the Property to the Act for the purpose creating additional Units.

Section 1.32 "Unit" shall mean a portion of the Property (as shown on the Plat), intended for any type of independent ownership, for use and occupancy as a residence by a single family, and not owned in common with the Owners of the other Units, whether a residence is constructed thereon or not. All Units shall be shown and identified as numbered lots or units upon the Plat. Units created under this Declaration shall also be Condominium Units under the Master Declaration. The boundaries of a Unit shall be as set forth in the Act as existing as of the date of this Declaration, as currently set forth in T.C.A. Section 66-27-302.

## ARTICLE 2

## PROPERTY RIGHTS

Section 2.1 Common Elements.

(a) Each Owner shall own an equal undivided share in the Common Elements (the "Percentage Interest"), and Common Expenses shall be allocated pursuant to the provisions of Section 10.2 of this Declaration; provided, however, that the Common Expenses incurred with respect to a Limited Common Element shall be paid by the Owners of the Unit or Units to which such Limited Common Element was assigned. If additional Units shall be added in future Phases, the interests of each Unit shall be reallocated at the time additional Units are established by a Supplemental Declaration.

(b) Any conveyance of an individual Unit shall be deemed to also convey the undivided interest of the Unit Owner in the Common Elements and Limited Common Elements appertaining to such Unit, even if such conveyance does not specifically refer to such individual interest.

(c) 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 any restrictions or limitations contained in this Declaration. Any Owner may delegate his or her 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. An Owner who leases his or her Unit shall be deemed to have delegated rights of enjoyment but not membership or voting rights to the Unit's lessee.

(d) Assigned Parking Spaces. The Assigned Parking Spaces established pursuant to the Master Declaration, as amended, modified, or supplemented from time to time, shall be deemed Limited Common Elements of the Unit with the same number, and exclusively used by the Owner of such Units, their guests or family members.

(e) Amendment by Declarant. Declarant reserves the right to amend this Declaration unilaterally at any time, without prior notice and without the consent of any Person, for the purpose of removing certain portions of the Property then owned by Declarant or its affiliates or the Association from the provisions of this Declaration to the extent originally included in error or as a result of any changes whatsoever in the plans for the Property desired to be effected by Declarant, provided such withdrawal is not unequivocally contrary to the overall, uniform scheme of development for the Property.

Section 2.2 Master Declaration. This Declaration is also a Supplemental Declaration pursuant to the Master Declaration, and the Project is subject to the Master Declaration.

## ARTICLE 3

## MEMBERSHIP AND VOTING RIGHTS

Section 3.1 Membership. Every Owner, as defined in Article 1, shall be deemed to have a membership in the Association.

(a) Each Owner, whether one (1) or more Persons, shall have one but no more than one (1) membership vote per Unit owned. 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 this 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 this 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.

(b) Notwithstanding the foregoing, Declarant may at any time assign, pledge, hypothecate or alienate its membership, but any transfer by Declarant of title to a Unit shall automatically transfer the membership in the Association appurtenant thereto, free and clear from such assignment.

Section 3.2 Voting. Initially, the Association shall have one class of voting membership, composed of all Owners, including Declarant. The Bylaws may set forth additional classifications of membership from time to time.

## ARTICLE 4

## MAINTENANCE

Section 4.1 Association's Responsibility. The Association shall maintain and keep in good repair the Common Areas, and the Additional Maintenance Area, such maintenance to be funded as hereinafter provided, subject to any insurance then in effect. Maintenance may also include such portions of any additional property as may be dictated by this Declaration, or by a contract or agreement for maintenance thereof by the Association.

Except as otherwise specifically provided herein, all costs associated with the maintenance, repair and replacement of Common Areas shall be a Common Expense to be allocated among all Units as part of the Base Assessment.

Section 4.2 Roof Maintenance. Without limiting the foregoing, the following provisions shall apply to the roof Common Elements:

(a) The entire roof of a contiguous block or building of Units shall be replaced when any of the following shall occur:

(i) A roof which is approaching its normal life expectancy (or which the Association deems to be defective) requires repair and the Association determines that it would be more efficient to replace the roof, or

(ii) A portion of the roof has been damaged by casualty, and the Association chooses to replace the roof.

(b) If the roof does not need to be replaced but is causing water leakage or the Association otherwise determines that a roof requires repair, then the Association shall make all necessary repairs.

(c) The cost of roof replacement or repair shall be paid first from any insurance proceeds and then from the reserve fund. If the reserve fund is not sufficient to pay for the repair or replacement, then the Association shall levy a Special Assessment all Units.

(d) If the roof is damaged as the result of casualty, the Owner of the Unit directly underneath the damaged portion shall promptly notify the Association. If the Association is not immediately responsive, the Owner shall also take reasonable steps to obtain emergency bracing and temporary covering for the roof as necessary to protect the Owner's Unit and other Units, the reasonable cost for which shall be reimbursed to the Owner by the Association from insurance proceeds or otherwise. The Association shall pay for the repair or replacement first from insurance proceeds and then from reserves. If the reserves are not sufficient to pay the cost, all Owners shall be subject to Special Assessments for the deficit.

(e) Owners shall promptly report to the Association any water leakage in any Unit.

(f) If any Owner or any of such Owner's guests, tenants, licensees, agents, employees or members of their family damages the roof as a result of negligence or misuse, the Owner hereby authorizes the Association to repair the damage. To the extent not covered by insurance, the cost of repair shall be the responsibility of that Owner and shall become a Special Assessment payable by the responsible Owner. The Association may, but is not required to, seek compensation for damage from the guest, tenant or other party who caused the damage, in which case the Owner shall be jointly and severally liable.

Section 4.3 Owner's Responsibility.

(a) In accordance with this Declaration, and except as provided in Article 9 and Sections 4.1 and 4.2 of this Article 4, the Owner of each Unit shall have the sole responsibility for maintenance of the Unit and all Limited Common Elements other than balconies or patios. Owners shall maintain HVAC units serving only a single Unit, entry doors, windows, and glass, and other improvements not required to be maintained by the Association. 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. Any pipes, ducts, etc., serving a single Unit but not located inside the Unit shall be a Limited Common Element and the Unit Owner's responsibility.

(b) If any Owner fails properly to perform his or her maintenance responsibility, the Association shall have the right, but not the obligation, to accomplish such maintenance after thirty (30) days' notice to such Owner, or upon reasonable notice in the event of any emergency, and shall assess all costs incurred by the Association against the Unit and the Owner thereof, in accordance with Section 10.3.

Section 4.4 Limitation of Liability. Notwithstanding the obligations of the Association with respect to maintenance of certain portions of the exterior of such Residential Units, the Association shall repair only 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 or the Project, including without limitation damage resulting from water leaks, foundational issues, or settling or structural matters, but not interior finishes or personal property. Each Owner shall bear full responsibility for obtaining and maintaining such insurance as may be desired for protection against such losses.

## ARTICLE 5

## INSURANCE AND CASUALTY LOSSES

Section 5.1 Insurance. The Association or its duly authorized agent, shall have the authority to and shall obtain insurance for all insurable improvements on the Common Area and the Units, excluding personal property contents of the Units 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 full replacement cost 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 Area, the Association and its Members for all damage or injury caused by the negligence

of the Association or any of its Members or agents. The public liability policy shall have at least a One Million ($1,000,000.00) Dollar single person limit as respects bodily injury and property damage, a One Million ($1,000,000.00) Dollar limit per occurrence, if reasonably available, and a Five Hundred Thousand ($500,000.00) Dollar minimum property damage limit.

(b) The Association shall, as a Common 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 Elements and the Units, including finishes to the extent of the original Builder-delivered finish as shown on building permits, and including appliances and flooring as originally delivered, but excluding other improvements installed or supplied by the Owners or their tenants, and further excluding personal property of the Owners or their tenants, guests, and invitees located within such Units.

(c) Premiums for all insurance maintained by the Association shall be Common Expenses of the Association and shall be included in the Base Assessment, as defined in Article 1 and as more particularly described in Section 10.1 of Article 10. The policy may contain a reasonable deductible, and, in the case of casualty insurance, the amount thereof shall be added to the face amount of the policy in determining whether the insurance at least equals the full replacement cost. The deductible shall be paid by the party who would be liable for the loss of repair in the absence of insurance and in the event of multiple parties shall be allocated in relation to the amount each party's loss bears to the total.

(d) Certificates for all insurance coverage obtained by the Members shall be issued to the Association and, upon written request, to any Unit Owner or Mortgagee. Such insurance coverage obtained by the Members shall be written in the name of the Association as Trustee for the respective benefited parties, as further identified in (ii) below. The provisions hereinafter set forth shall govern such insurance.

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

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

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

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

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

(vi) The Association shall be required to secure insurance policies which provide that:

1) Each Unit Owner is an insured Person under the policy with respect to liability arising out of his interest in the Common Elements or membership in the Association;

2) The insurer waives the right to subrogation under the policy against any Unit Owner, lessee, or member of the Owner's or lessee's household, unless it can be shown that the willful act with intent to cause the loss of such Unit Owner, lessee, or member of the Owner's or lessee's household was the cause of the loss;

3) No act or omission by any Unit Owner, unless acting in the capacity of a governing Member of the Association, will void the policy or be a condition to recovery under the policy; and

4) If, at the time of a loss under the policy, there is other insurance in the name of a Unit Owner covering the same risk covered by the policy, the Association's policy provides primary insurance.

(vii) Certificates of such insurance coverage must be issued to each Unit Owner and Mortgagee upon request with standard mortgagee clause.

(viii) Each policy must provide for recognition of any insurance trust agreement of the Owners.

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

Section 5.2 Damage and Destruction.

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

(b) Any damage or destruction to the Common Area shall be repaired or reconstructed unless the Members representing at least eighty (80%) percent of the total vote of the Association shall decide within sixty (60) days after the casualty not to repair or reconstruct; provided, however, that any portion of the Common Area that provides access to any Unit shall be restored in every case. If for any reason either the amount of the insurance proceeds to be paid as a result of such damage or destruction, or reliable and detailed estimates of the cost of repair or reconstruction, or both, are not made available to the Association within said period, then the period shall be extended until such information shall be made available; provided, however, such extension shall not exceed sixty (60) days. No Mortgagee shall have the right to participate in the determination of whether the damage or destruction to Common Area shall be repaired or reconstructed.

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

(d) As to the Unit fire and casualty insurance, but not as to the Common Elements, the insurance proceeds shall be used to repair and restore the damaged Unit unless:

(i) More than eighty percent (80%) of the Units must be reconstructed; and

(ii) At a Special Meeting called in accordance with the Bylaws, at least eighty percent (80%) of the total eligible vote of the Owners (of the affected Units) shall decide within sixty (60) days after the casualty not to repair or reconstruct.

(e) In the event of fire or casualty, if insurance is insufficient to repair or reconstruct a Unit or Units, the Owner or Owners of said Unit or Units shall be responsible for paying any shortage to repair the construction. The shortage amount shall be allocated by the proportion that the repair cost of each individual Unit bears to the total repair cost.

Section 5.3 Disbursement of Proceeds.

(a) If the damage or destruction for which the proceeds of insurance policies are paid is to be repaired or reconstructed, the proceeds, or such portion hereof as may be required for such purpose, shall be disbursed in payment of such repairs or reconstruction as herein provided. Any proceeds remaining after defraying such costs of repair or reconstruction to the Common Area or Units shall be retained by and for the benefit of the Association and placed in a capital improvements account. In the event no repair or reconstruction is made, any proceeds remaining after making such settlement as is necessary and appropriate with the affected Owner or Owners and their Mortgagee(s) as their interests may appear, 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 5.2 of this Article, that the damage or destruction to the Common Area for which the proceeds are paid shall not be repaired or reconstructed, such proceeds are to be disbursed in the manner as provided for excess proceeds in Section 5.3(a) hereof.

(c) With regard to insurance proceeds relating to any Additional Maintenance Area, such proceeds are to be used exclusively for the reconstruction and repair of such improvements as are damaged.

Section 5.4 Repair and Reconstruction. If the damage or destruction to the Common Area is to be repaired or reconstructed, and such proceeds are not sufficient to defray the cost thereof, the Board shall, without the necessity of a vote of the Members, levy a special Assessment against all Owners on the same basis as provided for Base Assessments. Additional Assessments may be made in like manner at any time during or following the completion of any repair or reconstruction.

## ARTICLE 6

## NO PARTITION, RELOCATION, OR SUBDIVISION

Section 6.1 No Partition of Common Area. Except as is permitted in the Declaration or amendments thereto, there shall be no physical partition of the Common Area or any part thereof, nor shall any Person acquiring any interest in the Property or any part thereof seek any judicial partition unless the Property have been removed from the provisions of this Declaration. This Article shall not be construed to prohibit the Members 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. Nothing set forth herein shall prevent Declarant from reserving portions of the Property designated on the Plat for future development and the establishment of additional Units.

Section 6.2 No Relocation or Subdivision of Units. There shall be no relocation of boundaries between Units or subdivision of Units by Unit Owners. In the event any Owner of two adjacent Units desires to combine such Units or to provide access from one Unit to the other, Assessments shall always be based on two separate Units, and no such modifications may be made without the prior review and approval of the Modifications Committee.

## ARTICLE 7

## CONDEMNATION AND EMINENT DOMAIN

Section 7.1 Consequences of a Taking. If a Unit is acquired by any condemnation or eminent domain proceeding, or if part of a Unit is acquired by condemnation or eminent domain leaving the Unit Owner with a remnant which may not practically or lawfully be used for all purposes permitted by the Declaration, the award must compensate the Unit Owner for its Unit and its interest in the Common Elements, whether or not any Common Elements are acquired. Upon acquisition, unless the decree otherwise provides, that Unit's allocated interests are automatically reallocated to the remaining Units in proportion to the respective allocated interests of those Units before the taking, and the Association shall promptly prepare, execute, and record an amendment to the Declaration reflecting the reallocations. Any remnant of a Unit remaining after part of a Unit is taken under this Section is thereafter a Common Element.

Section 7.2 Compensation to Unit Owners. Except as provided in Section 7.1, if part of a Unit is acquired by any condemnation or eminent domain proceeding, the award must compensate the Unit Owner for the reduction in value of the Unit and its interest in the Common Elements, whether or not any Common Elements are acquired.

Section 7.3 Compensation to Association. If part of the Common Elements is acquired by any condemnation or eminent domain proceeding, the portion of the award attributable to the Common Elements taken must be paid to the Association. Any portion of the award attributable to the acquisition of a Limited Common Element must be equally divided among the Owners of the Units to which that Limited Common Element was allocated at the time of acquisition.

Section 7.4 Notice of a Taking. In the event that any portion of the Property shall be made the subject matter of any condemnation or eminent domain proceeding or is otherwise sought to be acquired by a condemning authority, then timely written notice of such condemnation shall be given by the Association to each Owner and First Mortgagee.

## ARTICLE 8

## ANNEXATION OF ADDITIONAL PROPERTY

Section 8.1 Annexation Without Approval of Unit Owners. As the owner thereof, or if not the owner, with the consent of the owner thereof, Declarant shall have the unilateral right, privilege, and option, to annex additional property from time to time at any time until all of the Condominium Parcels now or hereafter established by the Master Declaration are annexed and made a part hereof. Such annexation shall be accomplished by filing in the public records of Davidson County, Tennessee, an amendment to this Declaration annexing such property. Such Supplemental Declaration shall not require the consent of Members. Any such annexation shall be effective upon the filing for record of such Supplemental Declaration unless otherwise provided therein. Declarant shall have the unilateral right to transfer to any other Person the said right, privilege, and option to annex additional property which is herein reserved to Declarant, provided that such transferee or assignee shall be the developer of at least a portion of the real property described in Exhibit A and that such transfer is memorialized in a written, recorded instrument executed by Declarant.

(a) Acquisition of Additional Common Area. Declarant may convey to the Association additional real estate, improved or unimproved, located within the property described in Exhibit A which upon conveyance or dedication to the Association shall be accepted by the Association and thereafter shall be maintained by the Association at its expense for the benefit of all its Members.

(b) Amendment. During the Special Declarant Rights Period, this Article 8 shall not be amended without the prior written consent of Declarant.

## ARTICLE 9

## RIGHTS AND OBLIGATIONS OF THE ASSOCIATION

In addition to the powers delegated to it by the Charter and Bylaws, the Association shall have the obligation to perform each of the following duties:

Section 9.1 Common Area. The Association, subject to the rights of the Owners set forth in this Declaration, shall be responsible for the exclusive management and control of the Common Area, together with all easements for operation and maintenance purposes and for the benefit of the Association or its Members over and within the Common Area and all improvements thereon (including, without limitation, furnishings and equipment related thereto and common landscaped areas), the Association shall maintain lien-free title to the Common Area excepting only the lien of current taxes not yet due and payable.

(a) Without limiting the foregoing, the sewer and water utilities within the Common Area will be maintained by the Association or the Master Association and will not be public utilities maintained by the Metropolitan Government of Nashville and Davidson County or any utility company. All costs of such maintenance shall be considered Common Expenses.

Section 9.2 Additional Maintenance Obligations. In addition to the operation, maintenance, and management duties of the Association set forth in Section 9.1 above, the Association shall provide for the maintenance, care, repair, and replacement of the following portions of the Units:

(a) The Master Association shall maintain the exterior walkways outside the Condominium Parcel, and shall maintain the exterior landscaped areas located adjacent to or within Condominium Parcels, including cutting of grass, edging, weeding, fertilizing, and irrigation.

(b) The exterior walkways, porches, and balconies located upon or about each Unit. The Association also shall maintain the exterior of the buildings in which Units are located as follows: painting, maintenance, and repair of exterior building surfaces as the Board shall deem necessary and proper, including roofs, gutters, downspouts, exterior building surfaces, replacement of trim, caulking and other repairs to roof covers. Such exterior maintenance shall not include glass surfaces (whether windows or sliding glass doors, storm doors, front or rear entry doors, screens), or HVAC units serving only one Unit. The balance of the Units and the improvements located thereon shall be maintained by the Owner of the particular Unit involved. In the event that an Owner fails to maintain his/her Unit and the improvements thereon in a manner satisfactory to the Board, the

Board shall have the right but not the obligation, through its agents and employees, to enter upon said Unit and to repair, maintain, and restore and maintain the Unit and the exterior portion of the Unit, and any other improvement situated thereon. The cost of such exterior maintenance shall be a Special Assessment for such Unit.

Notwithstanding the foregoing, if the need for exterior maintenance and repair by the Association as required by this paragraph is caused by the willful or negligent conduct or act of 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 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 this Article 9. 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, and an opportunity to do the corrective work required, as provided by Article 10, Section 10.3 hereof, prior to any Assessment being levied against such Owner in accordance with the provisions of this paragraph. For the sole purpose of performing the exterior maintenance upon each Unit required by this Section 9.2, the duly authorized employees or agents of the Association shall have the right, after reasonable notice to the Owner, to enter upon or into any Unit at reasonable hours of any day except Sunday.

(c) The duly authorized agents or employees of the Association shall have the right to enter in or upon any Unit or into any structure thereon, without notice to the Owner thereof, when, in the judgment of the Association, acting through its Members, such entrance is necessary to prevent damages to such Unit or surrounding Units by fire, criminal act, natural disaster, or other similar emergency.

Section 9.3 Water and Other Utilities for Common Area. To acquire, provide, and/or pay for, water, sewerage, garbage disposal, electrical, telephone, and other necessary utility services for the Common Area and all utility services to enable the Association to maintain the Additional Maintenance Areas as provided in Section 9.2 of this Article 9.

Section 9.4 Taxes and Assessments. To pay all real and personal property taxes and Assessments separately levied upon or assessed against the Association and/or on the property owned by the Association. Such taxes and Assessments may be contested or compromised by the Association; provided that they are paid or a bond in an amount at least equal 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 9.5 Insurance. To obtain from reputable insurance companies qualified to do business in the State of Tennessee and maintain in force at all times such insurance as is required by this Declaration.

Section 9.6 Conveyance or Encumbrance of Common Elements. To convey or place a lien on Common Elements for the purpose of borrowing money for capital improvements or any other reason that the Association deems necessary, so long as Members entitled to cast at least eighty percent (80%) of the Association's votes agree to it. Such an agreement to convey Common Elements or subject them to a security interest must be evidenced by the execution of an agreement in the same manner as a deed by the requisite number of Unit Owners.

Section 9.7 Personal Property and Real Property for Common Use. The Association, through action of its Members, 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 the Property conveyed to it by Declarant.

Section 9.8 Termination of Contracts or Leases. The Association may terminate contracts and leases (a) between Declarant and the Association that are executed before the Board of Directors elected by the Unit Owners takes office, unless the Declarant exercises a Development Right, or (b) any other contract or lease if it was not disclosed prior to the conveyance of the first Unit and the contract is unconscionable.

Section 9.9 Rules and Regulations. The Association, through its Members, 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 breaches of this Declaration or the rules and regulations may include reasonable monetary fines and suspension of the right to vote and the right to use the recreational facilities. The Board shall, in addition, have the power to seek relief in any court for violations or to abate nuisances. The Association, acting through the Board by contract or other agreement, shall have the right to enforce ordinances or permit the Metropolitan Government of Nashville and Davidson County to enforce ordinances on the Property for the benefit of the Association and its Members.

Section 9.10 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.

## ARTICLE 10

## ASSESSMENTS

Section 10.1 Creation of Assessments. There are hereby created Assessments for Common Expenses as may from time to time specifically be authorized by the Members. The Annual Assessment shall be allocated equally among all Units within the Association, including Units owned by Declarant. The Annual Assessments shall be for expenses determined by the Board and this Declaration to be for the benefit of the Association as a whole. Special Assessments may be levied against all Units when all Units are benefited, or against a Unit or Units in particular portions of the Property when, in the opinion of the Board, the Special Assessments benefit less than the Association as a whole. Each Owner, by acceptance of his or her deed, is deemed to covenant and agree to pay these Assessments.

(a) Each such Assessment, together with interest, cost, and reasonable attorney's 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 the title. Assessments shall be paid in such manner and on such dates as may be fixed by the Members which may include, without limitation,

acceleration of the annual Assessment for delinquents; unless the Board otherwise provides, the Assessments shall be paid in monthly installments.

(b) Base Assessments shall be apportioned among the Units as set forth in Section 10.2 below. Special Assessments shall be levied as provided in Section 10.3 below. Each Owner, by acceptance of his or her deed or recorded contract of sale, is deemed to covenant and agree to pay these Assessments.

(c) All Assessments, together with interest at a rate not to exceed ten (10%) percent or the highest rate allowed by Tennessee law as computed from the date the delinquency first occurs, costs, reasonable attorney's fees, and late fees as may established by the Board from time to time, shall be a charge and continuing lien upon the Unit against which each Assessment is made. Each such Assessment, together with interest, costs, and reasonable attorney's fees, shall also be the personal obligation of the Person who was the Owner of such Unit at the time the Assessment arose, but his or her grantee shall not be jointly and severally liable for such portion thereof as may be due and payable at the time of conveyance unless the obligation is expressly assumed by them. 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 acquisition of title.

(d) The Association shall, upon demand at any time, furnish to any Owner liable for any type of Assessment a certificate in writing signed by an officer of the Association setting forth whether such Assessment has been paid as to any particular Unit. Such certificate shall be conclusive evidence of payment to the Association of such Assessment therein stated to have been paid. The Association may require the advance payment of a reasonable processing fee for the issuance of such certificate.

(e) Assessments shall be paid in such manner and on such dates as may be fixed by the Directors which may include, without limitation, acceleration of the annual Base Assessment for delinquents, including Owners delinquent in the payment of fines. Unless the Board otherwise provides, the Base Assessment shall be paid in monthly installments.

(f) No Owner may waive or otherwise exempt himself from liability for the Assessments provided for herein, including, by way of illustration and not limitation, by non-use of Common Areas or abandonment of the Unit. The obligation to pay Assessments is a separate and independent covenant on the part of each Owner. No diminution or abatement of Assessments or set-off shall be claimed or allowed by reason of any alleged failure of the Association or Board to take some action or perform some function required to be taken or performed by the Association or Board under this Declaration or the Bylaws, or for inconvenience or discomfort arising from the making of repairs or improvements which are the responsibility of the Association, or from any action taken to comply with any law, ordinance, or with any order or directive of any municipal or other governmental authority.

(g) The Association is specifically authorized and encouraged to seek public and private funds to help defray, in whole or in part, the expenses for which Assessments would be necessary. To the extent received, such funds shall be used to reduce the Assessments otherwise required by the budget in Section 10.2.

(h) To the extent that the Association submeters water, sewer or other utility charges and passes on such costs to individual Unit Owners based on usage, such costs shall not be deemed Common Expenses; provided, however, the collection of such charges by the Association if not timely paid shall be subject to collection as a Special Assessment pursuant to this Declaration. In passing through any public utility charges to Unit Owners, the Association shall not impose any upcharge higher than that imposed by such public utility, and any administrative expenses associated with such pass through or collection shall be deemed a Common Expense.

Section 10.2 Computation of Annual Assessment. It shall be the duty of the Board, at least sixty (60) days before the beginning of each fiscal year, to prepare a budget covering the estimated Common Expenses of the Association during the coming year. The budget may include a capital contribution establishing a reserve fund in accordance with a capital budget separately prepared. The Base Assessment to be levied for the coming year against each Unit subject to Assessment under Section 10.7 below shall be computed by adding the total of the budgeted Common Expenses by the total number of Units subject to Assessment. The Board shall cause a copy of the Common Expense budget and notice of the amount of Base Assessment to be levied against each Unit for the following year to be delivered to each Owner at least thirty (30) days prior to the beginning of the fiscal year. Such budget and Assessment shall become effective unless disapproved at a meeting of the Members by the vote of Members representing at least a majority of the total Association membership. There shall be no obligation to call a meeting for the purpose of considering the budget except on petition of the Members as provided for special meetings in Article II, Section 4, of the Bylaws.

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

Section 10.3 Special Assessments.

(a) In addition to the Assessments authorized in Section 10.1 of this Article, the Association may levy a Special Assessment or Special Assessments from time to time; provided, the written consent of the Declarant is obtained during Special Declarant Rights Period. Special Assessments shall be payable in such manner and at such times as determined by the Board, and may be payable in installments extending beyond the fiscal year in which the Special Assessment is approved, if the Board so determines.

(b) The Board may also levy a Special Assessment against any Member, without the necessity of a vote of the Members, to reimburse the Association for costs incurred in bringing a Member and his Unit into compliance with the provisions of this Declaration, any amendments thereto, the Charter, the Bylaws, and the Association rules, which Special Assessment may be levied upon the vote of the Board after notice to the Member and an opportunity for a hearing.

Section 10.4 Lien for Assessments.

(a) Upon recording of a notice of lien on any Unit, there shall exist a perfected lien for unpaid Assessments prior and superior to all other liens except (1) liens and encumbrances recorded before the recordation of the Declaration, (2) a first

Mortgage or deed of trust on the Unit, and (3) liens for real estate taxes and other governmental assessments or charges against the Unit.

(b) Such lien has priority that dates back to when the Assessment was due.

(c) Such lien, when delinquent, may be foreclosed by power of sale in the same fashion as a Mortgage.

(d) The Association, acting on behalf of the Owners, shall have the power to bid for the Unit at foreclosure sale and to acquire and hold, lease, mortgage, and convey the same. During the period in which a Unit is owned by the Association following foreclosure: (a) no right to vote shall be exercised on its behalf; (b) no Assessment shall be assessed or levied on it; and (c) 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.

Section 10.5 Capital-Budget and Contribution. The Board may annually prepare a capital budget to take into account the number and nature of replaceable assets, the expected life of each asset, and the expected repair or replacement cost. The Board may set the required capital contribution, if any, in an amount sufficient to permit meeting the projected capital and reserve needs of the Association, as shown on the capital budget, with respect both to amount and timing by annual Assessments over the period of the budget. The capital contribution required, if any, shall be fixed by the Board and included within and distributed with the budget and Assessment, as provided in Section 10.2 of this Article.

Section 10.6 Date of Commencement of Annual Assessments. The Assessments provided for herein shall commence upon acquisition of record title to a Unit by the first purchaser thereof other than Declarant. Assessments shall be due and payable in a manner and on a schedule as the Members may provide. The first annual Assessments shall be adjudged according to the number of days remaining in the fiscal year at the time Assessments commence on the Unit.

Section 10.7 Subordination of the Lien to First Mortgages. The lien of Assessments, including interest, late charges (subject to the limitations of Tennessee law), and costs (including attorney's fees) provided for herein, shall be subordinate to the lien of any first Mortgage upon any Unit. The sale or transfer of any Unit shall not affect the Assessment lien. However, the sale or transfer of any Unit pursuant to judicial or non-judicial foreclosure of a first Mortgage shall extinguish the lien of such Assessments which became due prior to such sale or transfer. No sale or transfer shall relieve such Unit from lien rights for any Assessments thereafter becoming due. Where the Mortgagee holding a first Mortgage of record or other purchaser of a Unit obtains title pursuant to remedies under the Mortgage, its successors and assigns shall not be liable for the share of the Common Expenses or Assessments by the Association chargeable to such Unit which became due prior to the acquisition of title to such Unit. Such unpaid share of Common Expenses or Assessments shall be deemed to be Common Expenses collectible from Owners of all the Units, including such acquirer, its successors and assigns.

Section 10.8 Capitalization of Association. Upon acquisition of record title to a Unit by the first purchaser thereof other than Declarant, a contribution shall be made by or on behalf of

the purchaser to the working capital of the Association in an amount as determined by the Board, but not less than three months of the Base Assessment. This amount may be referred to as a Start-Up Assessment. This amount shall be deposited into the purchase and sales escrow and disbursed therefrom to the Association for use to cover operating expenses and other expenses incurred by the Association pursuant to the terms of this Declaration and the Bylaws. Thereafter, the Management Agent, as employed by the Board, shall be permitted to charge a reasonable transfer fee upon acquisition of record title as to each succeeding Unit purchaser.

Section 10.9 Relationship to Master Association. The Assessments described herein are in addition to and not in lieu of any Assessments that may be imposed by the Master Association or pursuant to the Master Declaration.

## ARTICLE 11

## ARCHITECTURAL STANDARDS

The Board shall have the authority and standing, on behalf of the Association, to enforce in courts of competent jurisdiction decisions of the committees established in Sections 11.1 and 11.2 of this Article 11. This Article may not be amended without Declarant's written consent so long as Declarant owns any land subject to this Declaration or subject to annexation to this Declaration.

No Unit that shares a horizontal boundary with another Unit shall be conveyed to a purchaser until all structural components and mechanical systems integral to that Unit are completed.

Section 11.1 Modifications Committee. The Declarant during the Special Declarant Rights Period and thereafter, the Board, may appoint a Modifications Committee ("MC") to consist of at least three (3) and no more than five (5) Members. The MC, if established, shall have exclusive jurisdiction over modifications, additions, or alterations made on or to existing Units or structures containing Units and the open space, if any, appurtenant thereto.

The MC shall promulgate detailed standards and procedures governing its areas of responsibility and practice. In addition thereto, the following shall apply: Plans and specifications showing the nature, kind, shape, color, size, materials, and location of such modifications, additions, or alterations, shall be submitted to the MC for approval as to quality of workmanship and design and as to harmony of external design with existing structures, location in relation to surrounding structures. Nothing contained herein shall be construed to limit the right of an Owner to remodel the nonstructural interior of his or her Unit, or to paint the interior of his or her Unit any color desired. Notwithstanding the foregoing, floor specifications have been constructed to particular specifications to mitigate noise and vibrations, and no floors may be modified or replaced without the MC's approval as to specifications that match the floors as installed. In the event that the MC fails to approve or to disapprove such plans or to request additional information reasonably required within forty-five (45) days after submission, the request for approval shall be deemed approved.

Section 11.2 No Waiver of Future Approvals. The approval of the MC of any proposals or plans and specifications or drawings for any work done or proposed, or in connection with any other matter requiring the approval and consent of such committee, shall not be deemed to constitute a waiver of any right to withhold approval or consent as to any similar

proposals, plans and specifications, drawings, or matters whatever subsequently or additionally submitted for approval or consent.

Section 11.3 Variance. The MC may authorize variances from compliance with any of the provisions of its guidelines and procedures when circumstances such as topography, natural obstructions, hardship, aesthetic, or environmental considerations require, but only in accordance with duly adopted rules and regulations. Such variances may only be granted, however, when unique circumstances dictate and no variance shall (a) be effective unless in writing, (b) be contrary to the restrictions set forth in the body of this Declaration, or (c) estop the committee from denying a variance in other circumstances. For purposes of this Section, the inability to obtain approval of any governmental agency, the issuance of any permit, or the terms of any financing shall not be considered a hardship warranting a variance.

Section 11.4 Enforcement In General.

(a) Enforcement of the standards as specified in this Declaration may be by any proceedings at law or in equity against any Person or Persons violating or attempting or threatening to violate a covenant or restriction, and may be either to restrain a violation or to recover damages. Owners shall have a right of action against the Association for failure to comply with the Declaration or the Bylaws. Failure by Declarant, Association or any Owner to enforce any restriction herein contained shall in no event be deemed a waiver of the rights to do so thereafter nor constitute an acquiescence in or an estoppel against enforcing any, actual or future, breaches or violations of these covenants and restrictions.

(b) In the event any cost or expenses including attorney's fees, are incurred by Declarant, the Association or any Unit Owner or occupant of a Unit in connection with their action to correct or abate any violation or breach of the provisions hereof, provided reasonable notice to the Owner of the subject Unit or Units to abate said violation or breach has been given, such cost and expenses shall be a lien against the Owner of the Unit or Units committing such a breach or violation and such charges shall be subject to the provisions for lien rights and collection as specified in Section 11.6 below. No such cost or expenses shall be a lien when the nonexistence of a violation or breach hereof has been established by a court of competent jurisdiction. The court shall determine the method of handling a violation.

Section 11.5 Covenant and Creation of the Lien of Personal Obligation for Court Ordered Violation in Section 11.4. Each Owner of any Unit by acceptance of a deed, whether or not it shall be so expressed in such deed of conveyance, shall be deemed to covenant and agree to pay any court ordered violation costs and other costs or expenses incurred pursuant to Section 11.4, together with such interest thereon and costs of collection thereof, including attorney's fees, as provided herein, and same shall be a charge on the land and shall be a continuing lien upon the Unit against which each such obligation is made. It shall also be the personal obligation of each Person who was an Owner of such property at the time of the violation.

Section 11.6 Assignment. The rights and powers retained by Declarant shall be freely assignable and shall inure to the benefit of its successors and assigns. In the event of the permanent dissolution of Declarant without assignment of the rights and powers of Declarant, the Association shall be deemed to have assumed such rights and powers.

## ARTICLE 12

## USE RESTRICTIONS

The Property shall be used only for residential, recreational, and related purposes (which may include, without limitation, offices for any property manager retained by the Association or business or sales offices for Declarant or the Association) as may more particularly be set forth in this Declaration or amendments hereto.

The Association, acting through its Members, shall have authority to make and to enforce standards and restrictions governing the use of the Property.

Section 12.1 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, each Unit shall be used as a residence and for no other purposes; provided, however, that the leasing or renting of Units shall be subject to the terms of the Master Declaration. The Common Area shall be used for recreational, social, and other purposes directly related to the single-family use of the Units authorized hereunder.

(b) Maintenance of Interior. Each Owner shall be responsible for the maintenance of, and shall maintain, the interior of his or her Unit, including interior walls, windows, glass, ceilings, doors (interior and exterior entry), and permanent fixtures and appurtenances thereto, patios and other easement areas appurtenant to such Unit, and such other portions of the Unit for which care and maintenance is his or her responsibility, in a clean, sanitary, and attractive condition, reserving to each Owner, however, complete discretion as to choice of furniture, furnishings, and interior decorating.

(c) Association to Landscape Common Area and Additional Maintenance Areas. 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 Area. The Owners must obtain prior written approval from Declarant or its assigns before modifying any plantings or landscaping improvements.

(d) Signs. No sign of any kind shall be erected and displayed to the public view on any Unit or portion of the Common Area, except for (1) directional or standard "For Sale" or "For Lease" 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 Area or on Units owned by Declarant or its assigns.

(e) Parking. The Board of the Master Association may impose rules and regulations not inconsistent with this Declaration with respect to the maintenance and use of parking spaces provided on the Common Area and the uses, operating and control of motor vehicles thereon.

(f) Occupants Bound. All provisions of the Declaration, Bylaws and of any rules and regulations or use restrictions promulgated pursuant thereto which govern the

conduct of Owners and which provide for sanctions against Owners shall also apply to all occupants, guests and invitees of any Unit.

(g) Animals and Pets. No animals, reptiles, rodents, livestock, birds or poultry of any kind shall be raised, bred, or kept in or on any portion of the Common Area except that dogs and cats or other household pets approved by the Association may be kept in the Unit. Pets may not be kept on balconies or patios. Dogs, cats, or other usual and common household pets not to exceed a total of two (2) may be permitted in a Unit. Pets are not permitted to roam free, and in the sole discretion of the Association, animals that endanger the health, make objectionable noise, or constitute a nuisance or inconvenience to the Owners of other Units or the owner of any portion of the Property shall be removed upon request of the Board; if the Owner fails to honor such request, the pet may be removed by the Board and turned over to the appropriate agency for keeping or disposal. No pets shall be kept, bred, or maintained for any commercial purpose. Dogs shall at all times whenever they are outside a Unit be confined on a leash held by and under the physical control of a responsible person. Each occupant, guest or invitee of any Unit shall clean up waste from a pet, and the Association may impose fines in the event of a failure to do so. No dog runs are allowed. Without limiting the foregoing, the Association may impose regulations on the size and type of pets to be maintained within Units. Each Owner and tenant of a Unit who keeps or maintains any animal within the Property shall be deemed to have agreed to indemnify and does hold Declarant, the Association, and their directors, officers, and agents free and harmless from any loss, claim or liability of any kind or character whatever arising by reason of keeping or maintaining such animal within the Project.

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

(i) Unsightly or Unkempt Conditions. It shall be the responsibility of each Owner to prevent the development of any unclean, unhealthy, unsightly or unkempt condition on his or her Unit, including without limitation any porch, balcony, or other area visible from outside the Unit. The pursuit of hobbies or other activities, including, specifically, without limiting the generality of the foregoing, the assembly and disassembly of motor vehicles and other mechanical devices which might tend to cause disorderly, unsightly, or unkempt conditions, shall not be pursued or undertaken on any part of the Property. Balconies and patios may not be used for storage and shall be limited to such property or plants as may be associated with use of such areas, in the reasonable discretion of the Association.

(j) Antennas. No exterior antennas, aerials, or other apparatus for the transmission of television, radio, or other signals of any kind shall be placed, allowed, or maintained upon any portion of a Common Area or Limited Common Elements. No satellite dishes may be installed upon open space, Limited Common Element or Common Areas. Declarant and/or the Association shall have the right, without obligation, to erect an aerial, satellite dish, or other apparatus for a master antenna or cable system for the benefit of all the Units.

(k) Basketball Equipment, Clotheslines, Garbage Cans, Tanks, etc. No basketball equipment, clothes lines, above-ground tanks, and other similar items shall be placed, allowed or maintained upon any portion of the Common Area, including any Unit. All rubbish, trash, and garbage shall be regularly removed from the Property and shall not be allowed to accumulate thereon.

(l) Firearms and 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.

(m) Grills. No grills, smokers, heaters or other equipment that uses fire or open flame may be used within any Unit or on any balcony or patio.

(n) Drainage. Catch basins and drainage areas are for the purpose of natural flow of water only. No obstructions or debris shall be placed in these areas. No Person other than Declarant may obstruct or re-channel the drainage flows after location and installation of drainage swales, storm sewers, or storm drains. Septic systems are prohibited on the Property.

(o) Lighting. Except for seasonal holiday decorative lights, which may be displayed between December 1 and January 10 only, all exterior lights must be approved in accordance with Article 11 of this Declaration. Maintenance of attached porch lights shall be the responsibility of the Owner. Nothing in this subsection shall be deemed to prevent the Association from establishing rules and limits on holiday or other lighting.

(p) Artificial Vegetation, Exterior Sculpture and Similar Items. No artificial vegetation shall be permitted on the exterior of any portion of any Unit. Exterior sculpture, fountains, flagpoles, flags, and similar items must be approved in accordance with Article 11 of this Declaration.

(q) Energy Conservation Equipment. No solar energy collector panels or attendant hardware or other energy conservation equipment shall be constructed or installed unless it is an integral and harmonious part of the architectural design of a structure, as determined in the sole discretion of the appropriate committee pursuant to Article 11 hereof.

(r) Dumpster. If trash pickup is served by a common disposal point or dumpster, Owners shall be responsible for complying with any Association direction regarding such areas and their use. Each Owner shall deposit all garbage inside such containers, close all doors or lids and take no measures that detract from such areas being maintained in a neat, sightly and clean condition.

(s) Leasing of Units. The provisions of the Master Declaration shall govern leasing of Units.

(t) Business Use. No trade or business may be conducted in or from any Unit, except that an Owner or occupant residing in a Unit may conduct business activities within the Unit so long as: (a) the existence or operation of the business activity is not apparent or detectable by sight, sound or smell from outside the Unit; (b) the business activity conforms to all zoning requirements for the Property; (c) the business activity does not involve persons coming onto the Property who do not reside in the Property or door-to-door solicitation of residents of the Property; and (d) the business activity is consistent with the residential character of the Property and does not constitute a nuisance, or a hazardous or offensive use, or threaten the security or safety of other residents of the Property, as may be determined in the sole discretion of the Board. Uses permitted hereunder shall not be deemed to violate the restriction pertaining to residential uses.

The terms "business" and "trade", as used in this provision, shall be construed to have their ordinary, generally accepted meanings, and shall include, without limitation, any occupation, work or activity undertaken on an ongoing basis which involves the provision of goods or services to Persons other than the provider's family and for which the provider receives a fee, compensation, or other form of consideration, regardless of whether: (i) such activity is engaged in full or part-time; (ii) such activity is intended to or does generate a profit; or (iii) a license is required therefor.

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

(v) Yard Sales. Yard sales shall not be permitted, either within a Unit or upon any portion of the Common Area, without the prior written consent of the Board.

Section 12.2 Additional Restrictions. The Board shall be entitled to invoke additional rules and regulations from time to time for the operation, use, and maintenance of the Property, including the Units and Common Area, provided such rules and regulations are not inconsistent with this Declaration.

## ARTICLE 13

## GENERAL PROVISIONS

Section 13.1 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 Property subject to this Declaration, their respective legal representatives, heirs, successors, and assigns, for a term of fifty (50) years from the date this

Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years, unless an instrument in writing, signed by a majority of the then Owners, has been recorded within the year preceding the beginning of each successive period of ten (10) years, agreeing to change said covenants and restrictions, in whole or in part, or to terminate the same, in which case this Declaration shall be modified or terminated as specified therein.

Section 13.2 Amendment. During the Special Declarant Rights Period, Declarant may unilaterally amend this Declaration without the joinder of any party. After the Special Declarant Rights Period, Declarant may 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. Thereafter, and otherwise, this Declaration may be amended only by the affirmative vote (in Person or by proxy) or written consent, or any combination thereof, of Members representing sixty-seven percent (67%) of the total votes of the Association, and the written approval of the Declarant so long as Declarant owns any Unit. Any amendment to be effective must be recorded in the public records of Davidson County, Tennessee.

(a) Without limiting the foregoing, if the Property shall be constructed in Phases in multiple buildings, Units in such buildings, Common Elements, and Limited Common Elements will not be subjected to this Declaration until such time as such Units, Common Elements and Limited Common Elements are constructed in the discretion of Declarant, and a Supplemental Declaration is recorded subjecting such Units to this Declaration. Declarant shall have the unlimited right at any time until such time as the Property is fully built out to amend this Declaration to provide for the addition of such additional Units, Common Elements and Limited Common Elements, together with any matters related to the addition of such Units under this Declaration.

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

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

Section 13.3 Indemnification. The Association shall indemnify every officer, director, and committee member against any and all expenses, including counsel fees, reasonably incurred by or imposed upon such officer, director, or committee member in connection with any action, suit, or other proceeding (including settlement of any suit or proceeding, if approved by the then Directors) to which he or she may be a party by reason of being or having been an officer, director, or committee member. In the performance of their duties, the officers, directors, and committee members are required to exercise:

(a) If appointed by Declarant, the care required of fiduciaries of the Unit Owners; or

(b) If elected by the Unit Owners, ordinary and reasonable care.

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 Directors 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, director, or committee member, or former officer, director, or committee member 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 13.4 Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions, which shall remain in full force and effect.

Section 13.5 Right of Entry. The Association shall have the right, but not the obligation, to enter into any Unit for emergency, security, and safety, which right may be exercised by the Association's Members, 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 twenty-four (24) hours' notice to the Owner. 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.

(a) In the event that an Owner fails to comply with the provisions of this Article or any other provisions of this Declaration, the Board shall notify such Owner in writing of such lack of compliance, which notice shall specify the nature of such lack of compliance. If, within five (5) days following receipt of such notice, such Owner (1) fails to remedy such lack of compliance and (2) fails to deliver written notice to the Board requesting a hearing before the Board with regard to the matters of non-compliance set forth in such notice, the Association may enter upon such Owner's Unit for the purpose of remedying the non-compliance set forth in such notice and shall not be liable for trespass in connection with such entry. If the Owner timely requests a hearing before the Board, the Board shall promptly hold a hearing and shall provide the Owner with at least seven (7) days' written notice concerning the date, time, and place thereof. The decision of a majority of the members of the Board present at the hearing will be binding upon the Association and the Owner. The cost of remedying an Owner's failure to comply with the provisions of this Article and/or Declaration shall be assessed to the Owner by the Board. Such Assessment shall be due and payable thirty (30) days from the date of the written notice thereof and shall be collected and enforced in the manner provided in Article 10 of this Declaration.

Section 13.6 Perpetuities. If any of the covenants, conditions, restrictions, or other provisions of this Declaration shall be unlawful, void, or voidable for violation of the rule against perpetuities, then such provisions shall continue only until twenty-one (21) years after the death of the last survivor of the now living descendants of Elizabeth II, Queen of England.

Section 13.7 Liability for Judgments and Liens. If a lien other than a Mortgage becomes effective against two or more Units, a Unit Owner may pay his pro rata share of the judgment and is then entitled to a release of the lien against his Unit.

Section 13.8 Litigation by the Association. No judicial or administrative proceeding shall be commenced or prosecuted by the Association unless approved by a vote of eighty percent (80%) of the Directors. This Section shall not apply, however, to (a) actions brought by the Association to enforce the provisions of this Declaration (including, without limitation, the foreclosure of liens), (b) the imposition and collection of Assessments as provided in Article 10 hereof, (c) proceedings involving challenges to ad valorem taxation, or (d) counterclaims brought by the Association in proceedings instituted against it. This Section 13.8 shall not be amended unless such amendment is made by Declarant and is approved by the percentage of votes, and pursuant to the same procedures, necessary to institute proceedings as provided above.

Section 13.9 Litigation against the Association. Any action alleging a wrong done by the Association must be brought against the Association and not against individual Unit Owner(s).

Section 13.10 Arbitration. Each and every claim and cause of action arising out of or related in any way to the design, construction, sale, maintenance, habitability or, condition of any Unit or the Common Elements asserted against the contractor, architect or other party or Declarant or its affiliates by the Association or by Owners shall be resolved by final and binding arbitration in accordance with the terms and provisions set forth herein:

(a) The Association is hereby authorized to act as the exclusive representative of all Owners in asserting any claims and causes of action relating to the Common Elements (including the Limited Common Elements) and to any portion of the Units which is the responsibility of the Association to maintain, repair, and replace. Each Owner does hereby appoint the Association to exclusively act as its power of attorney (which power shall be irrevocable) with respect to the above referenced claims and causes of action including the right to compromise and settle the same. No Owner shall assert a claim or cause of action relating to the Common Elements except through the Association.

(b) All arbitrations in which the Association is a party shall be resolved before a panel of three (3) arbitrators pursuant to the Rules of the American Arbitration Association.

(c) All arbitrations in which an Owner is a party (and the Association is not a party) shall be resolved before one (1) arbitrator pursuant to the Rules of the American Arbitration Association.

(d) The arbitration shall be conducted by a company actively involved in the dispute resolution business and mutually agreeable to all parties. In the event all parties cannot agree on an arbitrator, the arbitration shall be conducted by an arbitrator selected by Declarant.

(e) The arbitration hearing shall be conducted in Nashville, Tennessee. All claims and causes of action of all Persons and entities entitled to enforce (or be bound by) this arbitration provision shall be asserted in a single arbitration proceeding, and multiple

parties may be joined in the arbitration proceeding so that all disputes may be resolved in one forum. No claim or cause of action may be asserted that would be barred by the statute of limitations or the statute of repose.

(f) In any arbitration proceeding, requests for production of documents may be served by each party, and non-privileged, responsive documents that would be discoverable under Rule 34 of the Federal Rules of Civil Procedure (were the claims and causes of action being asserted in United State District Court) shall be produced. Depositions may be taken as allowed by the arbitration panel, which panel shall reasonably limit the number of depositions in order to avoid unnecessary or excessive expense, delay, or harassment.

(g) The arbitration panel shall issue a written decision within thirty (30) days after the final hearing identifying with specificity each claim or cause of action asserted or resolved in any arbitration, and the legal principles of res judicata and collateral estoppel shall be applicable to any arbitration award. Any arbitration award may be confirmed and enforced in any court of competent jurisdiction.

(h) This arbitration provision is expressly intended to benefit and be enforceable by each Person and entity referenced in this Section 13.10, whether or not such Person or entity is bound by this arbitration provision. Any attempt by any such Person or entity to enforce this arbitration provision shall constitute conclusive evidence of its intent to be bound hereby. Any portion of this provision that may be held to be unenforceable shall be severable from the balance of this provision so that the remainder of this provision shall remain in full force and effect. Costs of the arbitration and awards of attorney's fees may be included in the decision of the panel.

(i) No Person shall use the words "Parkvue Condominiums" or any derivative thereof in any printed or promotional material without the prior written consent of the Declarant.

Section 13.11 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. No amendment to this Declaration shall (i) modify, alter, or delete any provision of this Declaration that benefits Declarant or any rights, privileges, easements, protections, or defenses of Declarant; or (ii) alter the rights of the Owners or the Association in relationship to Declarant, without the written consent of Declarant attached to and recorded with such amendment.

Section 13.12 Disclosures.

(a) General Information Provided. The Association, upon request from a Unit Owner, a purchaser, or any lender, shall provide to the requesting party, within ten (10) business days following the Association's receipt of such request, information regarding:

(i) The name and principal address of Declarant (during the Special Declarant Rights Period only), the Association, and the Condominium;

(ii) A copy of the recorded Declaration, Bylaws, Charter, and all amendments of and exhibits to each of the foregoing;

(iii) A copy of the Association's current rules and regulations;

(iv) The most recent balance sheet, income statement, and approved budget for the Association;

(v) Minutes of all meetings of the Members of the Association for the twenty-four (24) month period ending on the date of the request;

(vi) The current monthly Assessment and any Special Assessment applicable to the Unit in question, and the amount of any delinquencies in any Assessments applicable to such Unit;

(vii) Any fees or Assessments due as a result of the transfer of the applicable Unit;

(viii) The amount and nature of any additional fees currently imposed for use by Members of the Common Elements or other amenities;

(ix) A statement of the insurance coverage;

(x) A statement of any unsatisfied judgments and a description of any pending suits filed against the Association;

(xi) A description of any pending suits filed by the Association other than for the collection of delinquent Assessments;

(xii) The total amount of current monthly, annual, or Special Assessments for all Units in the Condominium that are more than sixty (60) days past due, as of the most recent report available, but in no extent more than ninety (90) days prior to the date of the request; and

(xiii) Whether the Board of Directors is still under the Special Declarant Rights Period, and if so, when that period of control ends.

Declarant may be held liable for any false or misleading information required to be submitted, if it had or should have had knowledge of the matter.

(b) Responsibility to Provide General Information. If construction of the Project is not complete at the time a buyer enters into a contract to purchase a Unit, the

information provided in Section 13.12(a), to the extent applicable and available, must be supplied to the buyer at least ten (10) business days prior to closing. If Declarant does not provide the required information, the buyer can rescind its contract or delay closing until the information is supplied. This information may be requested and provided via e-mail.

(c) Specific Information Provided. Each Owner acknowledges the following:

(i) The Project 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.

(ii) 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.

(iii) 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.

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

(v) 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.

(vi) No representations are made that the Unit is or will be soundproof or that sound may not be transmitted from one Unit to another.

(vii) The Plat and Project floor plans and the dimensions and square footage calculations shown thereon are only approximations. Any Owner who is concerned about any representations regarding the floor plans should do his/her own investigation as to the dimensions, measurements and square footage of his/her Unit.

(viii) All Owners acknowledge and understand that Declarant will be constructing/renovating portions of the Project 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 Project, including, without limitation: (i) noise or sound that is objectionable because of its volume, duration, frequency or shrillness; (ii) smoke; (iii) noxious, toxic, or corrosive fumes or gases; (iv) obnoxious odors; (v) dust, dirt or flying ash; (vi) unusual fire or explosion hazards; (vii) temporary interruption of utilities; and/or (v) other conditions that may threaten the security or safety of Persons on the Project. Notwithstanding the foregoing, all Owners agree that such conditions on the Project 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.

(ix) Concrete and hardwood surfaces within a Unit may transmit noise, and such noise shall not be deemed to constitute a use of Unit that interferes with or causes disruption to the use and quiet enjoyment of another Unit by its respective Owner.

(x) Mold and/or mildew can grow in any portion of the Project that is exposed to elevated levels of moisture. The Association and each Owner agree to: (i) regularly inspect the parts of the Project that they respectively maintain, and which are visible and accessible without having to first conduct invasive testing, for the existence of mold, mildew, and/or water intrusion and/or damage; (ii) upon discovery, immediately repair in a good and workmanlike condition the source of any water intrusion in the parts of the Project that they respectively maintain; (iii) remediate or replace any building material located in the parts of the Project that they respectively maintain that has absorbed water or moisture as a result of water intrusion; and (iv) promptly and regularly remediate all mold and/or mildew discovered in the parts of the Project that they respectively maintain in accordance with current industry-accepted methods. In addition. the Association agrees to notify the Units Owners, and each Owner agrees to notify the Association of the discovery of mold, mildew, and/or water intrusion and/or damage in the parts of the Project that they respectively maintain.

## ARTICLE 14

## MORTGAGEE PROVISIONS

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

Section 14.1 Liability for Charges. To the extent permitted by the Act, any holder of a First Mortgage who obtains title to a Unit pursuant to the remedies provided in the Mortgage or foreclosure of the Mortgage is not liable for such Unit's unpaid dues or charges which accrue prior to the acquisition of title to such Unit by the Mortgagee.

Section 14.2 Notices of Action. Upon written request to the Association, identifying the name and address of the holder and the Unit number or address, any holder, insurer or guarantor of a first Mortgage shall be an Eligible Mortgage Holder and shall be entitled to timely written notice of:

(a) any proposed amendment of the Declaration effecting a change in the boundaries of any Unit or the exclusive easement rights appertaining thereto, the interest in the Common Elements or Limited Common Elements appertaining to any Unit or the liability for Common Expenses appertaining thereto, the number of votes in the Association appertaining to any Unit, or the purposes to which any Unit or the Common Elements are restricted;

(b) any proposed termination of the condominium regime established by the Declaration;

(c) any condemnation loss or any casualty loss which affects a material portion of the condominium regime established by the Declaration or any Unit on which there is a first Mortgage held, insured or guaranteed, by such Eligible Mortgage Holder; or

(d) any default by an Owner in the performance of his obligations under this Declaration or the Bylaws or Rules and Regulations or any delinquency in the payment of Assessments or charges owed by an Owner of a Unit subject to a first Mortgage held, insured or guaranteed by such Eligible Mortgage Holder which default or delinquency remains uncured for a period of sixty (60) days; provided, however, notwithstanding this provision, any holder of a first Mortgage, upon request, is entitled to written notice from the Association of any default in the performance by an individual Unit Owner of any obligation under the Declaration which is not cured within sixty (60) days; or

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

(f) any proposed action which would require the consent of a specified percentage of Mortgage holders.

Section 14.3 Financial Statements. Any holder of a first Mortgage shall be entitled, upon written request, to receive within a reasonable time after request, an audited financial statement for the immediately preceding fiscal year, free of charge to the Mortgagee so requesting.

Section 14.4 Attendance. In addition to the rights of Mortgagees elsewhere provided above, each first Mortgagee of a Unit who shall first file with the Association a written request, shall be entitled to receive notice of and to designate a representative to attend and observe all meetings of Unit Owners, but not meetings of the Board of Directors of the Association.

Section 14.5 Inspection. Furthermore, each first Mortgagee of a Unit which is an institutional lender (such institutional lender being defined herein as a bank, savings and loan association, insurance company, FHA approved mortgage lender, pension fund, the Federal National Mortgage Association, the Federal Home Loan Mortgage Corporation, mortgage banker, or other lender generally recognized in the community as an institutional lender) shall, upon request, be entitled to inspect the books and records of the Association during normal business hours.

Section 14.6 Mortgagee Provisions. Unless the holders of the first Mortgagees on Units having at least fifty-one percent (51%) of the total Association vote entitled to be cast thereon consent, the Association shall not:

(a) by act or omission seek to abandon or terminate the condominium form of ownership;

(b) except to the extent permitted hereunder, by act or omission seek to abandon, partition, subdivide, encumber, sell, reallocate as a result of a partial

condemnation, or transfer all or any portion of the real property comprising the Common Area 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 Area shall not be deemed a transfer within the meaning of this subsection);

(c) 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 or provisions of any Declaration subsequently recorded on any portion of the Property shall not be subject to this provision where such decision or subsequent Declaration is otherwise authorized by this Declaration.);

(d) 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 Unit 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.);

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

(f) approve any amendment of a provision of the Declaration or the Bylaws provided for the express benefit of a Mortgagee or that would be of a material adverse nature to Mortgagees;

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

First Mortgagees may, jointly or singly, pay taxes or other charges which are in default and which may or have become a charge against the Common Area 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 14.7 Notice. The Association shall provide timely notice to any Mortgagee that has provided notice to the Association of its interest of the following:

(a) Any condemnation or casualty loss that affects either a material portion of the Project or the Unit securing its Mortgage,

(b) Any sixty (60) day delinquency in the payment of Assessments or charges owned by the Owner of any Unit on which it holds the Mortgage,

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

(d) Any proposed action that requires the consent of a specified percentage of Mortgagees.

Section 14.8 No Priority. No provision of this Declaration or the By-Laws 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 14.9 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 14.10 Intentionally Deleted.

Section 14.11 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, By-Laws, or Tennessee law for any of the acts set out in this Article.

Section 14.12 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 sixty (60) days of the date of the Association's request if delivered by certified or registered mail, with a "return receipt" requested.

## ARTICLE 15

## DECLARANT'S RIGHTS

Section 15.1 Transfer of Rights. Any or all of the special rights and obligations of Declarant may be transferred to other Persons, provided that the transfer shall not reduce an obligation nor enlarge a right beyond that contained herein, and provided further, no such transfer shall be effective unless it is in a written instrument signed by Declarant and duly recorded in the public records of Davidson County, Tennessee.

Section 15.2 Construction in Phases. The construction and development of the Project may occur in Phases. Each building set forth on the Plat shall constitute a separate Phase. Each such Phase shall constitute a separate and distinct legal Phase of the Project.

Section 15.3 Transfer of Rights by Foreclosure. A lender foreclosing on Units owned by Declarant succeeds to the Development Rights held by Declarant, unless the lender disclaims such rights, either in the Mortgage or by recording an instrument of record within one hundred twenty (120) days following the foreclosure. In the event that the succeeding lender records an instrument stating that it is holding such rights solely for transfer to another, such lender is not subject to any liability or obligation as Declarant.

Section 15.4 Sales and Construction Activities. Notwithstanding any provisions contained in the Declaration to the contrary, so long as construction and initial sale of Units shall continue, including without limitation future buildings within the Project, it shall be expressly permissible for Declarant to maintain and carry on upon portions of the Common Area 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 Units, including, but not limited to, business offices, signs, model units, and sales offices, and Declarant shall have an easement for access to such facilities and for such construction activities. The right to maintain and carry on such facilities and activities shall include specifically the right to use Units owned by Declarant and any clubhouse or community center which may be owned by the Association, as models and sales offices, respectively.

Section 15.5 No Alteration of Declarant's Rights. No amendment to this Declaration shall (i) modify, alter, or delete any provision of this Declaration that benefits Declarant or any rights, privileges, easements, protections, or defenses of Declarant; or (ii) alter the rights of the Owners or the Association in relationship to Declarant, without the written consent of Declarant attached to and recorded with such amendment.

Section 15.6 No Recording of Instruments. So long as Declarant continues to have rights under this paragraph, no Person shall record any declaration of covenants, conditions and restrictions, or declaration of condominium or similar instrument affecting any portion of the Property without Declarant's review and written consent thereto, and any attempted recordation without compliance herewith shall result in such declaration of covenants, conditions and restrictions, or declaration of condominium or similar instrument being void and of no force and effect unless subsequently approved by recorded consent signed by Declarant.

Section 15.7 No Amendment. This Article may not be amended without the express written consent of Declarant. The rights contained in this Article shall terminate only upon the recording by Declarant of a written statement that all sales activity has ceased and that Declarant releases such rights by express reference thereto.

## ARTICLE 16

## SPECIAL DECLARANT RIGHTS

Section 16.1 General Provisions. Until the expiration of the Special Declarant Rights Period, Declarant will have the following Special Declarant Rights with respect to all of the Property:

(a) Declarant Rights. The rights set forth in Article 15 of this Declaration.

(b) Construction and Completion of the Project. The right to construct and complete the Project;

(c) Development Rights. The right to exercise all "development rights" (and so referred to here as "Development Rights") with respect to all of the Property, including without limitation the right or combination of rights hereby reserved by Declarant, as follows:

(i) To add real estate to the Property;

(ii) To create Units, Common Elements, or Limited Common Elements within the Property;

(iii) To allocate Limited Common Elements to specific Units, in accordance with Section 2.1;

(iv) To grant licenses for Persons who are not Unit Owners to use portions of the Common Elements or Limited Common Elements (subject to an obligation to pay an equitable share of the Common Expenses attributable to such licensed Common Elements or Limited Common Elements);

(v) To the extent not otherwise permitted as a right held by Unit Owners, to subdivide Units or convert Units into Common Elements;

(vi) To withdraw real estate from the Property; and

(vii) Any other rights of Declarant provided by the Act, whether denominated as Special Declarant Rights or Development Rights.

Declarant alone is responsible for all expenses related to the Property subject to Development Rights. The exercise of any Development Right requires an amendment to the Declaration and a reallocation of interests in the Common Elements and liability for the Common Expenses.

(d) Association Directors and Officers. The right to appoint any officer or director of the Association, as provided in this Declaration or the Bylaws.

Section 16.2 Order of Exercise of Declarant's Rights. The fact that Declarant may exercise one or more of Declarant's Development Rights or other Special Declarant Rights on one portion of the Property will not operate to require Declarant to exercise a Development Right or other Special Declarant Right with respect to any other portion of the Property.

Section 16.3 Easements for Utilities, etc. There is hereby reserved unto Declarant easements throughout the whole of the Property, including Units, as may be required for utility services, ingress, egress, installation, replacing, repairing, and maintaining cable television systems, master television antenna systems, security, and similar systems, and there is additionally reserved easements over the Common Areas and, to the extent shown on any Plat, over Units, for 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.

(a) Without limiting the generality of the foregoing, there are hereby reserved for the local water supplier easements across all Units and on the Common Area for ingress, egress, installation, reading, replacing, repairing, and maintaining water meter boxes.

(b) Notwithstanding anything to the contrary contained in this Section, no sewers, electrical lines, water lines, or other utilities may be installed or relocated on the Property, except as may be approved by the Association's Board or as provided by Declarant. Should any entity furnishing a service covered by the general easement herein provided request a specific easement by separate recordable document, the Board shall have the right to grant such easement on said Property without conflicting with the terms hereof. The easements provided for in this Article shall in no way adversely affect any

Section 16.4 Easements for Encroachments. To the extent that any Unit, Common Element or Limited Common Element encroaches on any other Unit, Common Element, or Limited Common Element, whether by reason of any deviation from the Plat in the original construction, repair, renovation, restoration or replacement of any improvement, or by reason of the settling or shifting of any land or improvement, a valid easement shall exist for the encroachment and/or the maintenance of the same, so long as the encroaching Unit, Common Element or Limited Common Element stands. This easement, however, shall not relieve an

Owner of liability for his or his agent's negligence, intentional acts or willful and intentional misconduct in causing the encroachment. In the event any Unit or any adjoining Common Elements or Limited Common Elements shall be partially or totally destroyed as a result of fire or other casualty or as a result of condemnation or eminent domain proceedings, and then constructed, reconstructed or repaired, encroachment of parts of the Common Elements or Limited Common Elements upon any Unit, or encroachment of any Unit upon any other Units, Common Elements or Limited Common Elements resulting from such construction, reconstruction or repair shall be permitted, and valid easements for such encroachment and the maintenance thereof shall exist so long as the encroaching improvements shall stand.

Section 16.5 Right of Declarant and Association to Own Units and to Use Common Elements. An easement is hereby reserved by Declarant for itself and its successors and assigns and granted to the Association to maintain offices, storage areas, conference areas, and recreational areas for use by the Association within the Common Elements. The Association shall also have the right (but not the obligation) to purchase and own any Condominium Unit for the purpose of maintaining an office for the Association or for any other use which the Association determines is consistent with the operation of the Project. The costs and carrying charges incurred by the Association in purchasing and owning any such Condominium Unit shall be part of the Common Expenses.

Section 16.6 Drainage and Irrigation Easements. Declarant hereby reserves a perpetual easement across the Property for the purpose of irrigation and altering drainage and water flow.

Section 16.7 Nondisturbance of Owners. Any entity using these general easements provided under this Article 16 shall use its best efforts to install and maintain the easements for utilities, drainage, or irrigation ditches without disturbing the uses of the Owners, the Association and Declarant; shall prosecute its installation and maintenance activities as promptly as reasonably possible; and in the case of utility work, shall restore the surface to its original condition as soon as possible after completion of its work. Should any entity furnishing a service covered by these general easements request a specific easement by separate recordable document, either Declarant or the Association shall have, and are hereby given the right and authority to grant such easement upon, across, over, or under any part or all of the Property without conflicting with the terms of this Declaration. This general easement shall in no way affect, avoid, extinguish, or modify any other recorded easement affecting the Property.

Section 16.8 Construction Easement. Declarant hereby reserves an easement for construction purposes over the Common Elements, together with the right to store materials on the Common Elements and to make such other use of the Common Elements as may be reasonably necessary or incident to the construction of Units on the Property.

Section 16.9 Maintenance Easement. An easement is hereby reserved to Declarant, and granted to the Association and any member of the Board of Directors or the manager, as is a right to make such use of the Property as may be necessary or appropriate, in order to make emergency repairs or to perform the duties which they are obligated or permitted to perform, including the right to enter upon any Unit for the purpose of performing maintenance of the Common Elements.

Section 16.10 Remodeling Easement. Declarant hereby retains a right and easement in and about the Property for the construction and installation of any duct work, additional plumbing, or other additional services or utilities in the Common Elements in connection with

the improvement or alteration of any Condominium Unit, including the right of access to such areas of the Common Elements as is reasonably necessary to accomplish such improvements. In the event of a dispute among Owners with respect to the scope of the easement reserved in this Section, the decision of the Board of Directors shall be final.

Section 16.11 General Reservations. Declarant reserves (a) the right to dedicate any access roads and streets serving the Property for and to public use, to grant road easements with respect thereto and to allow such street or road to be used by owners of adjacent land; and (b) the right to enter into, establish, execute, amend, and otherwise deal with contracts and agreements for the use, lease, repair, maintenance, or regulation of parking and/or recreational facilities, which may or may not be a part of the Property for the benefit of the Owners, and/or the Association.

Section 16.12 Easements Deemed Created. Any and all conveyances made by Declarant to the Association or any Owner shall be conclusively deemed to incorporate these reservations of rights and easements, whether or not set forth in such grants.

## ARTICLE 17

## PARTY WALLS

Section 17.1 General Rules of Law to Apply. Each wall or fence built as a part of the original construction of a structure upon the Property and placed on the dividing line between two Units shall constitute a party wall and, to the extent not inconsistent with the provisions of this Article, the general rules of law regarding party walls and liability for property damage due to negligence or willful acts or omissions shall apply thereto.

Section 17.2 Sharing of Repair and Maintenance. The cost of reasonable repair and maintenance of a party wall shall be shared by the Owners who make use of the wall in proportion to such use.

## ARTICLE 18
## CONSTRUCTION STANDARDS

The Unit Owners by taking title to a Unit or units in the Project hereby agree to accept the quality of construction standards of the Project from design to completion.

**[SIGNATURE PAGE TO FOLLOW]**

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

**DECLARANT:**

PARKVUE DEVELOPMENT, LLC, a Tennessee limited liability company

By: _____
BRIAN L. CHASTAIN
President

STATE OF TENNESSEE )
)
COUNTY OF DAVIDSON )

Before me, Patrice Ardery, a Notary Public of said County and State, personally appeared BRIAN L. CHASTAIN, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself to be the President of PARKVUE DEVELOPMENT, LLC, the within named bargainor, a limited liability company, and that he as such President executed the foregoing instrument for the purposes therein contained, by personally signing the name of the limited liability company by himself as President.

Witness my hand and seal, at Office in Nashville, Tennessee, this 21st day of February, 2019.

_____
Notary Public
My Commission Expires: _____

PATRICE ARDERY
STATE OF TENNESSEE NOTARY PUBLIC
SUMNER COUNTY
MY COMMISSION EXPIRES 7-21-2020

# EXHIBIT A

## LEGAL DESCRIPTION

That portion of Lot 1 on that certain Final Plat, Parkvue Subdivision, of record as Instrument Number 20190125-0007493, Register's Office for Davidson County, Tennessee, reference to which plat is made for a more complete description, that consists of Condominium Unit 1, shown on Exhibit A-1 to that certain Declaration of Covenants, Conditions, and Restrictions for Parkvue, a Horizontal Property Regime with Private Elements, dated February 1st, 2019, and recorded as Instrument Number 20190206-0011430, Register's Office for Davidson County, Tennessee.

Being a portion of the property conveyed to PARKVUE DEVELOPMENT, LLC, a Tennessee limited liability company, by Special Warranty Deed from EVELYN WRIGHT FERRELL, dated March 30, 2018, of record as Instrument Number 20180403-0031141, said Register's Office; by Special Warranty Deed from ALLEN TENNESSEE PROPERTIES, LLC, an Arkansas limited liability company, dated March 30, 2018, of record as Instrument Number 20180404-0031407, said Registers Office; by Special Warranty Deed from VICTOR HAZELWOOD, dated March 30, 2018, of record as Instrument Number 20180404-0031415, said Register's Office; and by Special Warranty Deed from CLAUDIA CHRISTINE PATTERSON, formerly known as CLAUDIA CHRISTINE HATCHER, married, and ALISA STEVERSON, married, dated March 30, 2018, of record as Instrument Number 20180404-0031439, said Register's Office.

# EXHIBIT B

## CHARTER OF PARKVUE CONDOMINIUMS HOMEOWNERS ASSOCIATION, INC.

**{ 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

Parkvue Condominiums Homeowners Association, Inc.
AMANDA DAVENPORT
STE 101
400 OVERBECK LN
NASHVILLE, TN 37204-2550

January 30, 2019

## Filing Acknowledgment

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

| | | | |
|---|---|---|---|
| SOS Control # : | 001008194 | Formation Locale: | TENNESSEE |
| Filing Type: | Nonprofit Corporation - Domestic | Date Formed: | 01/30/2019 |
| Filing Date: | 01/30/2019 10:49 AM | Fiscal Year Close: | 12 |
| Status: | Active | Annual Report Due: | 04/01/2020 |
| Duration Term: | Perpetual | Image # : | B0647-4312 |
| Public/Mutual Benefit: | Mutual | | |
| Business County: | DAVIDSON COUNTY | | |

Document Receipt

| | | |
|---|---|---|
| Receipt # : 004504749 | Filing Fee: | $100.00 |
| Payment-Credit Card - State Payment Center - CC #: 3748940317 | | $100.00 |

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

Principal Address:
AMANDA DAVENPORT
STE 101
400 OVERBECK LN
NASHVILLE, TN 37204-2550

Congratulations on the successful filing of your Charter for Parkvue Condominiums 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

001008194

# 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 # 001008194

**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:** Parkvue Condominiums 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
THOMPSON BURTON PLLC
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:**
AMANDA DAVENPORT
STE 101
400 OVERBECK LN
NASHVILLE, TN 37204-2550
DAVIDSON COUNTY

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

SS-4418 (Rev. 1/13) RDA 1678

B0647-4312 01/30/2019 10:49 AM Received by Tennessee Secretary of State Tre Hargett

B0647-4313 01/30/2019 10:49 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 # 001008194

**The name of the corporation is:** Parkvue Condominiums Homeowners Association, Inc.

**10. The complete mailing address of the entity (if different from the principal office) is:**
AMANDA DAVENPORT
STE 101
400 OVERBECK LN
NASHVILLE, TN 37204-2550

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

| Title | Name | Business Address | City, State, Zip |
|---|---|---|---|
| Incorporator | J. Bryan B 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 | Incorporator |
|---|---|
| Signature | Title/Signer's Capacity |
| J. Bryan B Echols | Jan 30, 2019 10:49AM |
| Printed Name | Date |

**EXHIBIT C**

**BYLAWS**

# PARKVUE CONDOMINIUMS HOMEOWNERS ASSOCIATION, INC. BYLAWS

## ARTICLE I
## MEMBERS

Section 1. Identity.

(a) These are the Bylaws of PARKVUE CONDOMINIUMS HOMEOWNERS ASSOCIATION, INC. (the "Association"), a corporation not for profit, 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 project known as PARKVUE CONDOMINIUMS, A CONDOMINIUM, in accordance with the Declaration of Parkvue Condominiums, a Condominium, dated February 1st, 2019, 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.

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 the third Tuesday of October of 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 three-fifths (3/5) 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. Delivery of Notice of Meetings. 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, facsimile transmission or other form of wire or wireless communication or is 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.

Section 7. Voting. Notwithstanding any apportionment of Assessments, each Owner shall have one (1) for each Unit owned. No Owner, whether one (1) or more Persons, shall have more than one (1) membership vote per Unit owned. 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.

Section 8. 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 twenty percent (20%) of the votes entitled to be cast at such meeting.

## 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 not less than three (3) nor more than five (5) individuals (the "Directors" and each a "Director") appointed or elected as provided in these Bylaws, except that the during the Special Declarant Rights Period, the Board shall be composed of three (3) individuals. Directors shall be appointed or elected as follows:

(a) During the Special Declarant Rights Period, the Declarant may appoint up to three (3) Directors each to serve in the discretion of the Declarant. Directors appointed by the Declarant do not have to be Members.

(b) Following the Special Declarant Rights Period, the Directors shall be elected by majority vote of those Members, in person or by proxy, present at a duly called election by the Membership to serve a two year term; provided, however, that for the initial election of the non-Declarant appointed Directors, the Board existing prior to such election may direct that the initial terms may be other than two years for two of the Directors to be elected for the purposes of creating staggered terms for the Directors, and may direct the means of determining which terms will be given a shorter or longer term prior to such election. Directors elected by the Members are required to be Members. Voting by proxy is allowed under procedures approved by the Board.

Any Director so appointed or elected may be appointed or elected to subsequent terms as a Director without limitation.

Section 2. Qualification. Except for any Directors appointed by Declarant, each Director shall be a Member. If a Director shall cease to be a Member during that Director's term, he or she shall thereupon cease to be a Director and such place on the Board shall be deemed vacant.

Section 3. Vacancies. Any vacancy occurring in the Board shall be filled by majority vote of the remaining Directors. Any Director so elected to fill a vacancy shall hold office for the remainder of the unexpired term.

Section 4. Meetings. A regular annual meeting of the Board shall be held not less than ten (10) days following the regular annual meeting of Members. Special meetings of the Board shall be held upon a call by the President or by a majority of the Board on not less than forty-eight (48) hours' notice in writing to each Director, delivered 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 5. Removal. Any Director may be removed from office for cause by the vote of two-thirds (2/3) of the total vote of the Members.

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, certain elements of the Units as set forth in the Declaration 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, certain components of the Units as set forth in the Declaration 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; and

(l) to nominate and elect one or more persons who shall serve as a Condominium Representative for the Master Association.

Section 9. Non-Delegation. 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.

Section 10. Master Association. The Board may select either one (1) person to serve as the Condominium Representative, or may select one (1) person for each occupied building within the Project, up to a maximum of four (4) such persons. Such Condominium Representative(s) shall be entitled to exercise votes on behalf of the Owners of the Units for which such Condominium Representative is elected. During the period in which Declarant appoints Directors, the Declarant shall select a single person to represent the Project Unit Owners. The Declarant-appointed Director need not be a sitting Director of the Association.

## ARTICLE III
## OFFICERS

Section 1. Designation. At the Board meeting following each regular annual meeting of the Association, 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 the remaining Directors thereof at a 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 members of the Board 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 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 (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 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 and Special Assessment to be levied against each Unit for the following year, to be delivered to each Member at least ten (10) days following its adoption. 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. Each Owner shall pay the monthly or quarterly or annual

assessment relating to such Owner's Units on or before the first day of each applicable month to the Association or as may be otherwise directed by the Board.

Section 3. Assessments. Assessments shall be established as set forth in the Declaration.

Section 4. Partial Year or Month. If the 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.

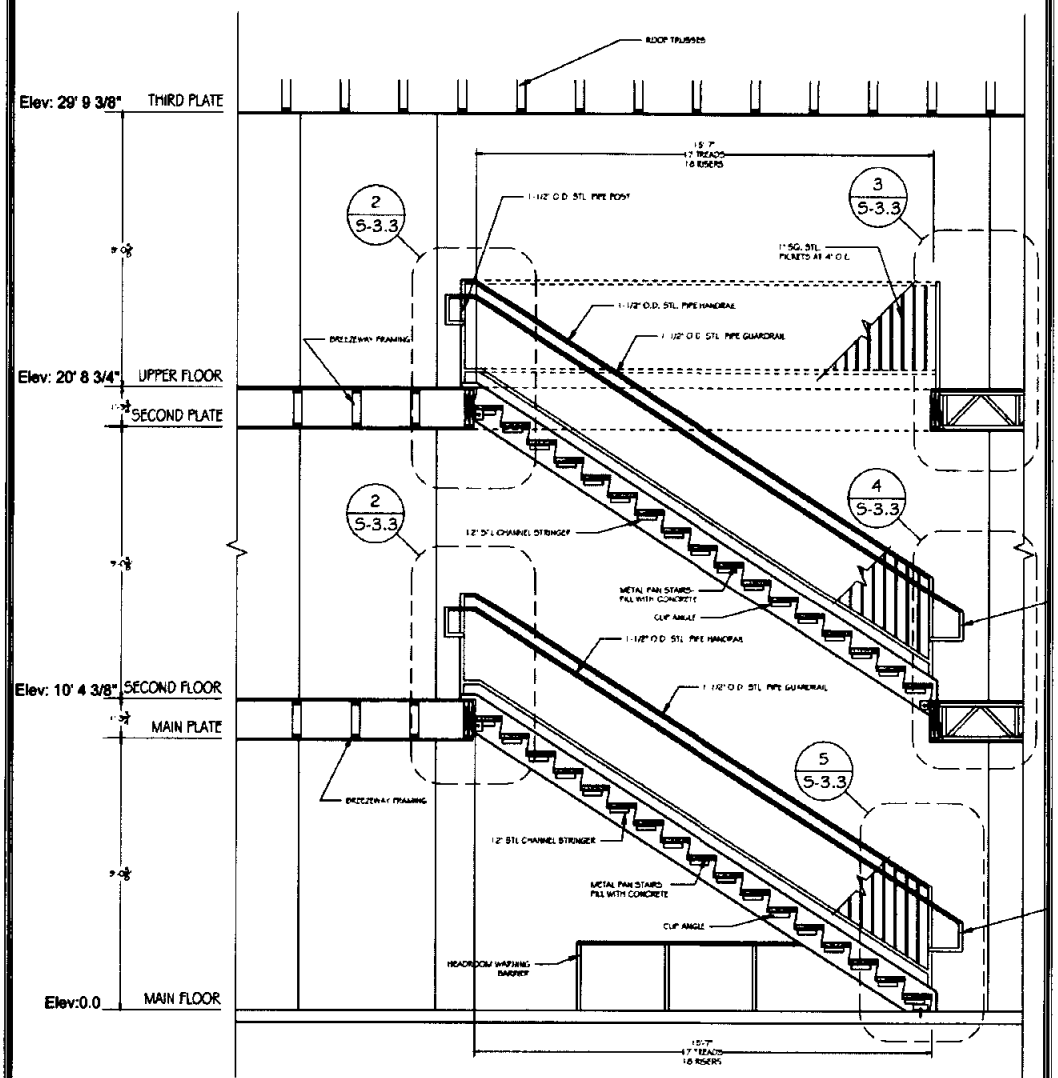
## ARTICLE V
## AMENDMENTS

These Bylaws may be amended by the Declarant during the Special Declarant Rights Period and thereafter by a majority of affirmative vote by 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 of Davidson County, Tennessee.

# EXHIBIT D

## PLAT OF PARKVUE CONDOMINIUMS UNITS

**{ ATTACHED }**



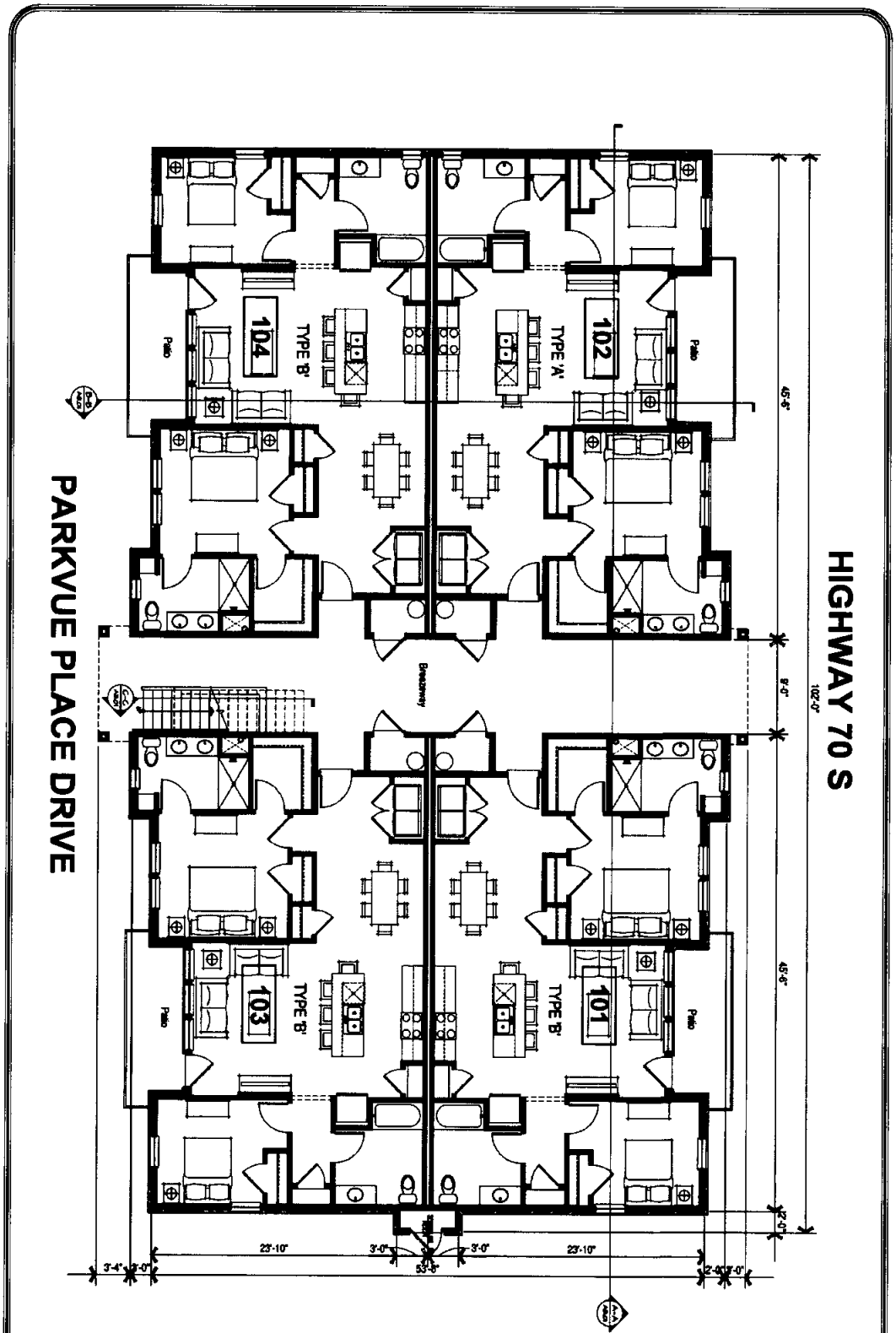

| | |
|---|---|
| DATE | JANUARY 21, 2019 |
| DESIGNED: | TJS |
| DRAWN: | TJS |
| SCALE: | N.T.S. |
| JOB NO. | WK. ORDER |
| 17104 | 0926 |

# PARKVUE CONDOMINIUM
## BUILDING ONE
## FLOOR ELEVATION
HIGHWAY 70 S., NASHVILLE, DAVIDSON COUNTY, TENNESSEE

EXHIBIT

RAGAN·SMITH
LAND PLANNERS • CIVIL ENGINEERS
LANDSCAPE ARCHITECTS • SURVEYORS
Chattanooga Nashville Murfreesboro

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| DATE | JANUARY 21, 2019 |
| DESIGNED: | TJS |
| DRAWN: | TJS |
| SCALE: | N.T.S. |
| JOB NO. | WK. ORDER |
| 17104 | 0926 |

# PARKVUE CONDOMINIUM

BUILDING ONE, FIRST STORY

**7477 HIGHWAY 70 S.,**

NASHVILLE, DAVIDSON COUNTY, TENNESSEE

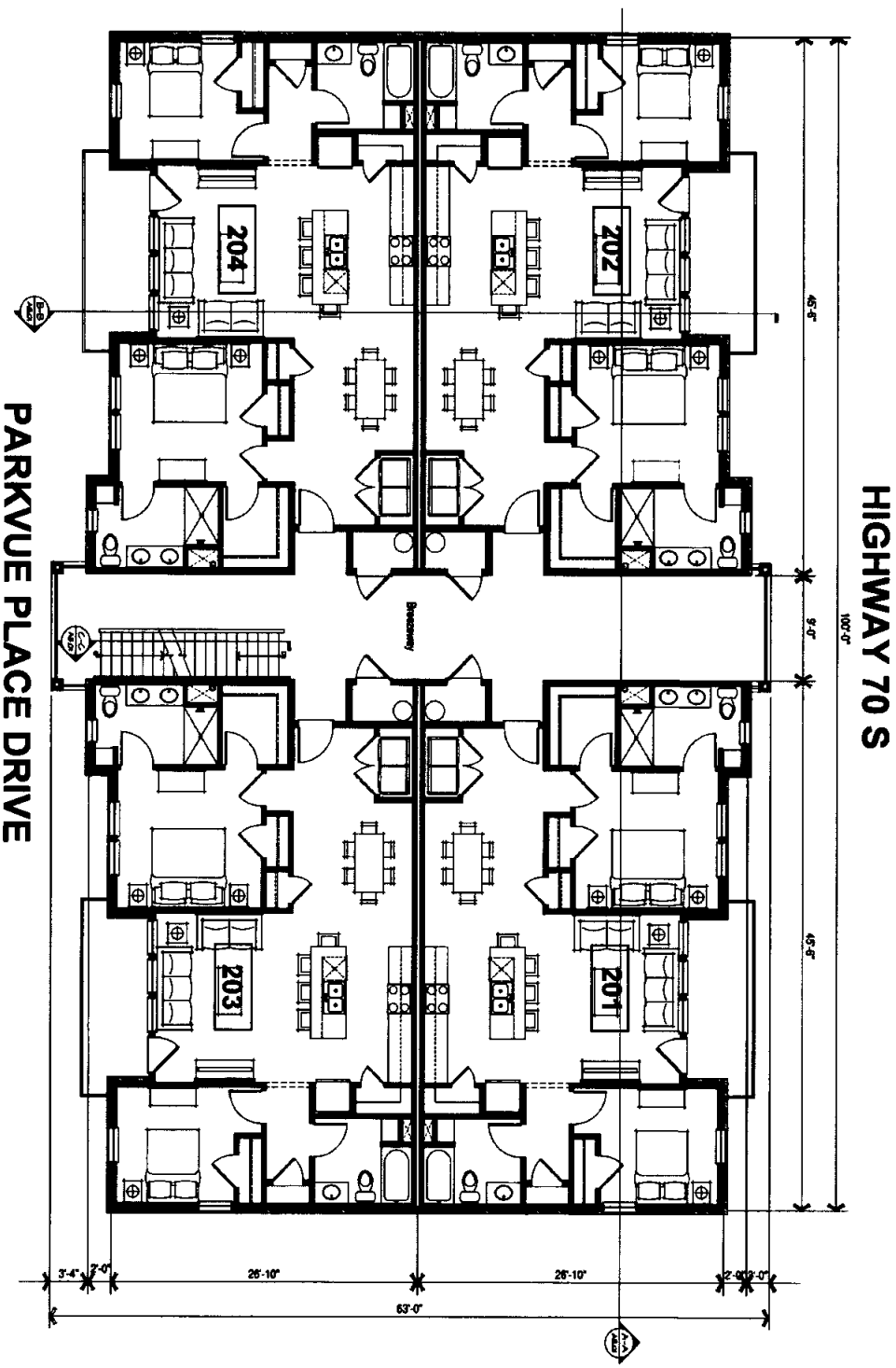
EXHIBIT

RAGAN·SMITH

LAND PLANNERS • CIVIL ENGINEERS
LANDSCAPE ARCHITECTS • SURVEYORS

Chattanooga Nashville Murfreesboro

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| DATE | JANUARY 21, 2019 |
| DESIGNED: | TJS |
| DRAWN: | TJS |
| SCALE: | N.T.S. |
| JOB NO. | WK. ORDER |
| 17104 | 0926 |

# PARKVUE CONDOMINIUM

BUILDING ONE, SECOND STORY

**7477 HIGHWAY 70 S.,**

NASHVILLE, DAVIDSON COUNTY, TENNESSEE

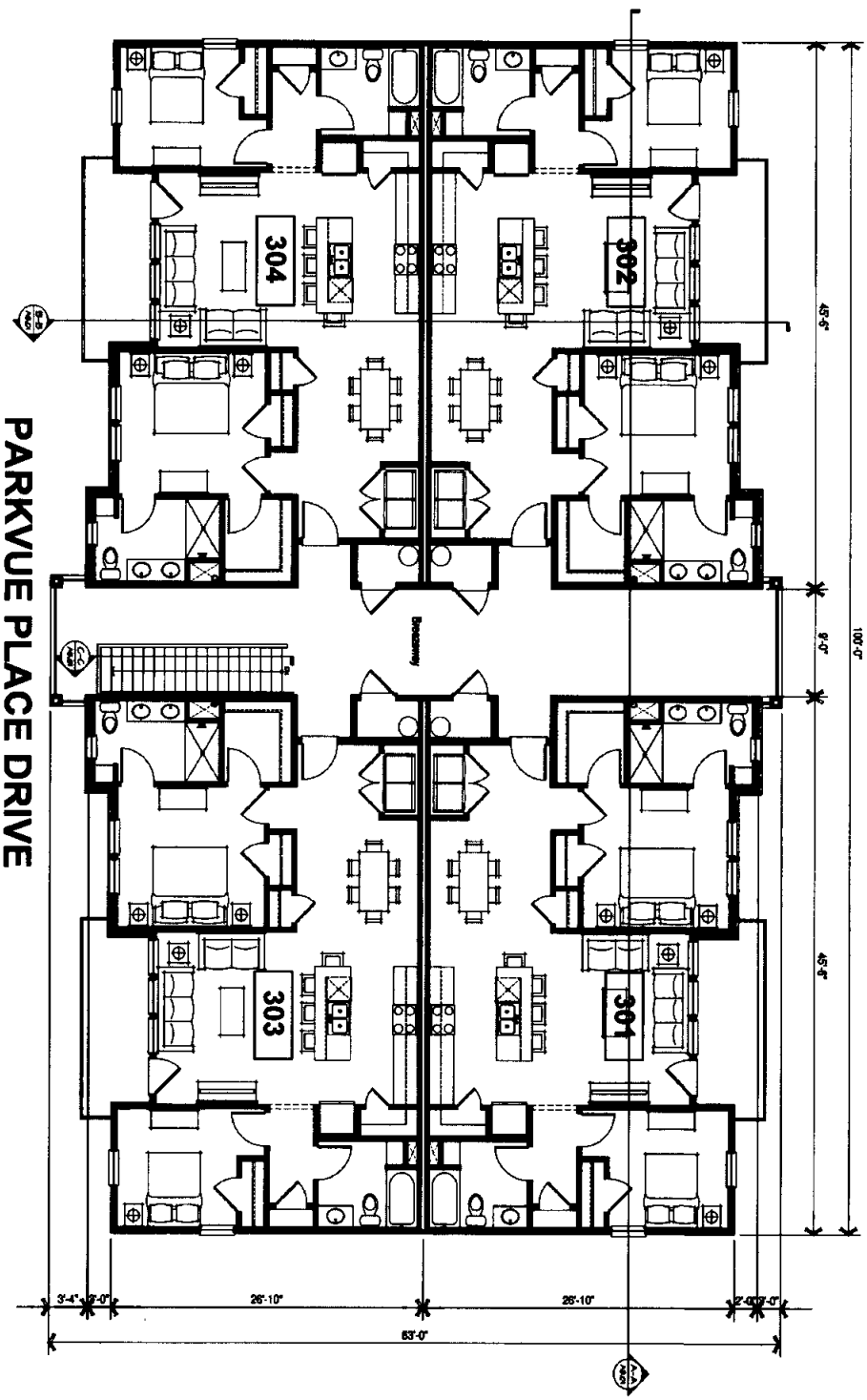
**EXHIBIT**

RAGAN·SMITH

LAND PLANNERS • CIVIL ENGINEERS
LANDSCAPE ARCHITECTS • SURVEYORS

Chattanooga Nashville Murfreesboro

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| DATE | JANUARY 21, 2019 |
| DESIGNED: | TJS |
| DRAWN: | TJS |
| SCALE: | N.T.S. |
| JOB NO. | WK. ORDER |
| 17104 | 0926 |

# PARKVUE CONDOMINIUM

BUILDING ONE, THIRD STORY

**7477 HIGHWAY 70 S.,**

NASHVILLE, DAVIDSON COUNTY, TENNESSEE

EXHIBIT

RAGAN·SMITH

LAND PLANNERS • CIVIL ENGINEERS
LANDSCAPE ARCHITECTS • SURVEYORS

Chattanooga Nashville Murfreesboro

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## CONSENT AND SUBORDINATION OF LIEN HOLDER

UNITED COMMUNITY BANK, a Georgia banking corporation ("Lender"), hereby subordinates that certain Tennessee Deed of Trust, Assignment of Rents, Security Agreement and Fixture Filing dated as of March 30, 2018, and recorded as Instrument Number 20180410-0033783, Register's Office for Davidson County, Tennessee, as amended or modified from time to time (the "Deed of Trust"), to the foregoing Declaration, and all future amendment, modifications or supplemental declarations thereto, including without limitation any Supplemental Declaration pursuant to which additional real property may be submitted to the Declaration (collectively, the "Declaration"). Notwithstanding the foregoing, any amendment, modification or supplemental declaration which in any way affects the rights and privileges applicable to any Eligible Mortgage Holder, Mortgage or Mortgagee as set forth in the Declaration, including without limitation the rights set forth in Article 14, Section 5.1, Section 10.1, and Section 10.7 shall require the consent of Lender.

The Deed of Trust shall be considered a first deed of trust lien on the Premises, as defined in the Deed of Trust, but subordinate to the Declaration, as fully as if the Declaration had been recorded prior to the Deed of Trust. The lien of the Deed of Trust is junior and inferior to that of the Declaration, and notwithstanding any foreclosure of the Deed of Trust the Declaration shall continue to encumber the Land.

The priorities specified herein are applicable irrespective of the time or order of the attachment or perfection of any liens described herein or the time or order of recording the deeds of trust or declarations described herein, or the granting of or failure to give notice hereof.

This Consent and Subordination constitutes consent of Lender as required by that certain Blanket Collateral Assignment of Declarant Rights and Prohibition Against Encumbrances dated March 30, 2018, and recorded as Instrument Number 20180410-0033784, Register's Office for Davidson County, Tennessee.

Lender hereby warrants and represents to Declarant that Lender has not assigned, sold or transferred the Deed of Trust, or any interest therein, to any person or entity.

**[SIGNATURE ON FOLLOWING PAGE]**

**LENDER:**

UNITED COMMUNITY BANK, a Georgia banking corporation

By: _____

Print Name: Gary Guthrie

Title: President, Builder Finance

STATE OF Georgia )
)
COUNTY OF Cherokee )

Before me, Connie Honea, a Notary Public of said County and State, personally appeared Gary Guthrie, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged him self to be the President, Builder Finance of UNITED COMMUNITY BANK, the within named bargainor, a Georgia banking corporation, and that Gary Guthrie as such President, Builder Finance executed the foregoing instrument for the purposes therein contained, by personally signing the name of the banking corporation by himself as President, Builder Finance.

Witness my hand and seal, at Office in Marietta (City), Georgia (State), this 31st day of January, 2019.

_____
Notary Public
My Commission Expires: 3/20/20

CONNIE HONEA NOTARY PUBLIC CHEROKEE COUNTY, GA EXPIRES GEORGIA March 20, 2020

## CONSENT AND SUBORDINATION OF LIEN HOLDER

ALL STAR CAPITAL, LLC, a Tennessee limited liability company, CHARLES R. CHASTAIN, PAMELA S. CHASTAIN, and YEJIA XUE (collectively, "Lender"), hereby subordinates that certain Tennessee Deed of Trust, Assignment of Rents, Security Agreement and Fixture Filing dated as of March 30, 2018, and recorded as Instrument Number 20180410-0033785, Register's Office for Davidson County, Tennessee, as amended or modified from time to time (the "Deed of Trust"), to the foregoing Declaration, and all future amendment, modifications or supplemental declarations thereto, including without limitation any Supplemental Declaration pursuant to which additional real property may be submitted to the Declaration (collectively, the "Declaration").

The Deed of Trust shall be considered a deed of trust lien on the Premises, as defined in the Deed of Trust, but subordinate to the Declaration, as fully as if the Declaration had been recorded prior to the Deed of Trust. The lien of the Deed of Trust is junior and inferior to that of the Declaration, and notwithstanding any foreclosure of the Deed of Trust the Declaration shall continue to encumber the Land.

The priorities specified herein are applicable irrespective of the time or order of the attachment or perfection of any liens described herein or the time or order of recording the deeds of trust or declarations described herein, or the granting of or failure to give notice hereof.

Lender hereby warrants and represents to Declarant that Lender has not assigned, sold or transferred the Deed of Trust, or any interest therein, to any person or entity.

**[SIGNATURE ON FOLLOWING PAGE]**

**LENDER:**

ALL STAR CAPITAL, LLC, a Tennessee limited liability company

By: _____

Print Name: Michael C. Ugla

Title: Operating Manager

STATE OF TN )
)
COUNTY OF DAVIDSON )

Before me, Patrice Arderry, a Notary Public of said County and State, personally appeared Mike Ugla, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself self to be the Operating Manager of ALL STAR CAPITAL, LLC, a Tennessee limited liability company, the within named bargainor, a limited liability company, and that he as such Operating Manager executed the foregoing instrument for the purposes therein contained, by personally signing the name of the banking corporation by himself as Operating Manager.

Witness my hand and seal, at Office in Nashville (City), TN (State), this 5th day of February, 2019.

_____
Notary Public
My Commission Expires: _____

PATRICE ARDERY
STATE OF TENNESSEE NOTARY PUBLIC
SUMNER COUNTY
MY COMMISSION EXPIRES 7-21-2020

CHARLES R. CHASTAIN

STATE OF TN )
)
COUNTY OF Davidson )

Before me, Patrice Ardery, a Notary Public of said County and State, personally appeared CHARLES R. CHASTAIN, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged that he executed the foregoing instrument for the purposes therein contained.

Witness my hand and seal, at Office in Nashville (City), TN (State), this 4th day of February, 2019.

Patrice Ardery
Notary Public
My Commission Expires

PATRICE ARDERY
STATE OF TENNESSEE
NOTARY PUBLIC
SUMNER COUNTY
MY COMMISSION EXPIRES 7-21-2020

Pamela S. Chastain
PAMELA S. CHASTAIN

STATE OF TN )
)
COUNTY OF Davidson )

Before me, Patrice Ardery, a Notary Public of said County and State, personally appeared PAMELA S. CHASTAIN, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged that She executed the foregoing instrument for the purposes therein contained.

Witness my hand and seal, at Office in Nashville (City), TN (State), this 4th day of February, 2019.

Patrice Ardery
Notary Public
My Commission Expires

PATRICE ARDERY
STATE OF TENNESSEE
NOTARY PUBLIC
SUMNER COUNTY
MY COMMISSION EXPIRES 7-21-2020

Yejia Xue
YEJIA XUE

STATE OF TN )
)
COUNTY OF Davidson )

Before me, Patrice Ardery, a Notary Public of said County and State, personally appeared YEJIA XUE, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged that he executed the foregoing instrument for the purposes therein contained.

Witness my hand and seal, at Office in Nashville (City), TN (State), this 4th day of February, 2019.

Patrice Ardery
Notary Public
My Commission Expires:

PATRICE ARDERY
STATE OF TENNESSEE NOTARY PUBLIC
SUMNER COUNTY
MY COMMISSION EXPIRES 7-21-2020