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This Instrument Prepared By:
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DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR 109 N 9TH STREET, A HORIZONTAL PROPERTY REGIME WITH PRIVATE ELEMENTS

(THIS IS A PLANNED UNIT DEVELOPMENT PURSUANT TO TENNESSEE CODE ANNOTATED § 66-27-103(b))

THIS DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR 109 N 9TH STREET, A HORIZONTAL PROPERTY REGIME WITH PRIVATE ELEMENTS, is made and entered into by **VB PROPERTIES, LLC**, a Tennessee limited liability company, effective as of the 29th day of March, 2019 (the "Effective Date").

W I T N E S S E T H:

WHEREAS, Developer (as hereinafter defined) is the owner of certain real property located in Davidson County, Tennessee, and described on Exhibit A, attached hereto and incorporated herein by reference (the "Parcel"); and

WHEREAS, Developer intends to and does hereby submit the Parcel, together with all buildings, structures, improvements, and other permanent fixtures of any kind thereon, and all rights and privileges belonging or in any way pertaining thereto (collectively, the "Property"), to the provisions of the Tennessee Horizontal Property Act, Tennessee Code Annotated § 66-27-101 et seq., for the express purpose of establishing thereon a horizontal property regime with private elements; and

WHEREAS, Developer further desires to establish said horizontal property regime with private elements for Developer's own benefit and for the mutual benefit of all future owners or occupants of the Property or any part thereof and intends that all future owners, occupants, mortgagees, and any other persons hereinafter acquiring any interest in the Property shall hold such interest subject to certain rights, easements, and privileges in, over, and upon the Property and to certain mutually beneficial restrictions and obligations with respect to the proper use, conduct, and maintenance thereof as hereinafter set forth, all of which are declared to be in furtherance of a plan to promote and protect the cooperative aspects of residence on the Property

and are established for the purpose of enhancing the value, desirability, and attractiveness of the Property.

NOW, THEREFORE, Developer declares as follows:

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

(a) "Act" means the Horizontal Property Act of the State of Tennessee, Tennessee Code Annotated § 66-27-101, et seq.

(b) "Association" means 109 N 9th Street Townhouse Corporation, a Tennessee not-for-profit corporation, which is a "Townhouse Corporation" as defined in Tennessee Code Annotated § 66-27-102(a)(15).

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

(d) "Building(s)" means the building(s) located on the Parcel and forming part of the Property and containing the Units. The location(s) of the "Building(s)" is/are and shall be delineated on the Plat.

(e) "Bylaws" means the Bylaws of the Association attached hereto as Exhibit C and incorporated herein by reference, as amended from time to time. For purposes of the Act, all provisions contained in this Declaration dealing with the administration and maintenance of the Property shall be deemed to be a part of the Bylaws.

(f) "Common Elements" means and includes General Common Elements and Limited Common Elements, as those terms are defined herein.

(g) "Declaration" means this Declaration, as amended from time to time.

(h) "Developer" means VB Properties, LLC, a Tennessee limited liability company, and its successors and/or assigns, provided that such successors and/or assigns are designated in writing by VB Properties, LLC as successors and/or assigns of its rights hereunder.

(i) "General Common Elements" means all of the Property, except the Units, the Private Elements, and the Limited Common Elements, if any.

(j) "Limited Common Elements" means any portion of the General Common Elements contiguous to and serving a single Unit or a certain number of Units to the exclusion of any other Unit(s), as an inseparable appurtenance thereto, the enjoyment, benefit, or use of which is reserved to the lawful Occupants of such Unit or Units either in this Declaration, on the Plat, or by later decision of all of the Unit Owners. The area of the Limited Common Elements for each Unit, if any, is as shown on the Plat.

(k) "Majority" or "majority of the Unit Owners" means the owners of more than fifty percent (50.00%) of the voting rights of the Unit Owners.

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

(m) "Parcel" means the parcel(s) or tract(s) of real estate described on Exhibit A attached to this Declaration.

(n) "Person" means a natural individual, corporation, partnership, limited liability company, sole proprietor, trustee, or other legal entity capable of holding title to real property.

(o) "Plat" means the map or drawing of the Parcel submitted pursuant to the provisions of the Act showing the number of each Unit and setting forth its area, location, and other data necessary for identification, including, but not limited to, the area of the Private Elements upon which the Unit is located. The Plat is attached hereto as Exhibit B and is incorporated herein by reference.

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

(q) "Property" means all of the land and space comprising the Parcel and all improvements and structures thereon, including, but not limited to, the Buildings and all easements, rights, and appurtenances belonging thereto, and all furniture, furnishings, fixtures, and equipment intended for the mutual use, benefit, or enjoyment of the Unit Owners, submitted to the provisions of the Act.

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

(s) "Unit" means a portion of the Property as shown and designated in the Plat for separate ownership and shall include the Private Elements and the residence and improvements now or hereafter located thereon. The Units are identified by number or letter on the Plat and may be held and conveyed by reference to such number. Conveyance of a Unit shall automatically convey the undivided membership of each Unit Owner in the Association. Each Unit is numbered or lettered as shown on the Plat. Any Unit may be jointly or commonly owned in any estate recognized under applicable law. The term "Unit," as used in this Declaration, shall have the same meaning as the term "Apartment," as used in the Act, except that ownership shall include Private Elements as part of a planned unit development.

(t) "Unit Owner" means the Person(s) whose estates or interests, individually or collectively, comprise and aggregate fee simple ownership of a Unit and shall be deemed the same as a "co-owner" under the Act. Unless specifically provided otherwise herein, Developer shall be deemed a Unit Owner so long as Developer is the title holder of any Unit.

2. Submission of Property to the Act. Developer, by recording this Declaration, does hereby (a) submit and subject the Parcel and the Property to the provisions of the Act and

(b) establishes a horizontal property regime with private elements as authorized and described in the Act.

3. Plat. The Plat sets forth the numbers, areas, locations, and other data as required by the Act.

4. Units. The legal description of each Unit shall consist of the identifying letter or number of such Unit as shown on the Plat. Every deed, lease, mortgage, deed of trust, or other instrument shall legally describe a Unit by its identifying letter or number as shown on the Plat, and every such description shall be deemed good and sufficient for all purposes, as provided in the Act. Except as provided by the Act, no Unit Owner shall, by deed, plat, court decree, or otherwise, subdivide, partition, or in any other manner cause such Unit Owner's Unit to be separated or divided into any tracts or parcels different from the whole Unit as shown on the Plat.

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

(a) Association. There has been or will be formed an Association having the name of 109 N 9th Street Townhouse Corporation, a Tennessee not-for-profit corporation, which Association shall be the governing body for all of the Unit Owners and shall be operated to provide for the maintenance, repair, replacement, administration, operation, and care of the Property other than the Units, the Private Elements, and the Limited Common Elements, if any, as provided in the Act, this Declaration, and the Bylaws. The Unit Owners shall be members of the Association, with each Unit holding an undivided membership interest in the Association which shall be appurtenant to such Unit, each such membership interest appurtenant to a Unit being in an equal share, subject to the provisions concerning voting hereinafter set forth. The Bylaws for the Association shall be the Bylaws attached to this Declaration as Exhibit C and which are incorporated herein by reference. The Board of the Association shall be elected and shall serve in accordance with the provisions of the Bylaws. The fiscal year of the Association shall be determined by the Board and may be changed from time to time as the Board deems advisable. The Association shall not be deemed to be conducting a business of any kind. All activities undertaken by the Association shall be for the use and benefit of Unit Owners in accordance with the provisions of this Declaration and the Bylaws. Each Unit Owner shall be a member of the Association so long as such Unit Owner is a Unit Owner. A Unit Owner's membership shall automatically terminate when such Unit Owner ceases to be a Unit Owner. Upon the conveyance or transfer of a Unit Owner's ownership interest to a new Unit Owner, the new Unit Owner shall automatically succeed to the former Unit Owner's membership in the Association. The aggregate number of votes for all members of the Association shall be divided among the respective Unit Owners, with one (1) vote granted to each Unit, except as set forth herein.

(b) Voting; Classes of Membership. Class A Members shall be all Unit Owners and shall be entitled to one (1) vote for each Unit owned. When more than one (1) Person holds an interest in any Unit, all such Persons shall be members. The vote for such Unit shall be exercised as they determine, but in no event shall more than one (1) vote be cast with respect to any Unit. The Class B Member shall be Developer, who shall be entitled to five (5)

votes for each Unit owned. The Class B membership shall cease upon the sale of all Units to owner-occupants other than Developer.

(c) Management of Property. The Board shall have the authority, but shall not be required, to engage the services of an agent (the "Managing Agent") to maintain, repair, replace, administer, and operate the Property or any part thereof to the extent deemed advisable by the Board. The Board may require that such Managing Agent have fidelity bond coverage on its employees handling Association funds. The cost of such services shall be a Common Expense.

(d) Use by Developer. During the period of sale by Developer, Developer and Developer's agents, employees, contractors, and subcontractors, and their respective agents and employees, shall be entitled to access, ingress to, and egress from the Buildings and Property as may be required for purposes of sale of the Units. Developer and Developer's employees may maintain customary signs in connection therewith.

(e) Non-Liability of the Board and Officers. The Board and the officers of the Association shall not be personally liable to the Unit Owners for any mistake of judgment or for any other acts or omissions of any nature whatsoever in their capacities as directors or officers, except for any acts or omissions found by a court to constitute gross negligence or fraud. The Unit Owners shall indemnify and hold harmless each of the directors on the Board or the officers and their respective heirs, executors, administrators, successors, and assigns in accordance with the Charter of the Association and the Bylaws.

(f) Interest of Association in Common Elements. Ownership of the Common Elements shall be and hereby is vested in and transferred to the Association.

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

7. Use of the Common Elements. Except as hereinafter set forth, each Unit Owner shall have the right to use the Common Elements (except the Private Elements and any Limited Common Elements) in common with any other Unit Owner(s) as may be required for the purposes of access, ingress to, egress from, use, occupancy, and enjoyment of the respective Unit owned by such Unit Owner. Such right to use the Common Elements shall extend to each Unit Owner and such Unit Owner's agents, guests, tenants, family members, customers, invitees, and licensees. However, each Unit Owner shall have the right to the exclusive use and possession of the Private Elements and any Limited Common Elements attributable to such Unit Owner's Unit. Such rights to use the Common Elements shall be subject to and governed by the provisions of the Act, this Declaration, the Bylaws, and any rules and regulations established by the Association.

8. Common Expenses.

(a) Common Elements. Each Unit Owner shall pay an equal share of any expenses of the administration, operation, maintenance, replacement, and repair of the Common Elements and any additions or replacements thereof (but not of/to the Private Elements or any Limited Common Elements) and of any other expenses incurred in accordance with this Declaration and the Bylaws (which expenses are herein sometimes referred to as a "Common Expense" or "Common Expenses"). Payment of Common Expenses, including any prepayment thereof required by any contract for a sale of a Unit, shall be in such amounts and at such times as determined in the manner provided in the Bylaws. No Unit Owner shall be exempt from payment of such Unit Owner's proportionate share of the Common Expenses by waiver or non-use of enjoyment of the Common Elements or by abandonment of such Unit Owner's Unit. If any Unit Owner shall fail or refuse to make any such payment of the Common Expenses when due, the amount thereof, together with interest thereon at the maximum rate then allowed by applicable law, after said Common Expenses become due and payable, shall constitute a lien on the interest of such Unit Owner in such Unit Owner's Unit as provided in the Act. Each assessment for Common Expenses against a Unit shall also be the personal obligation of the Unit Owner at the time the assessment is due. A successor-in-title to a Unit shall not be personally obligated to pay any unpaid assessments for Common Expenses which have been levied against a Unit unless such successor-in-title expressly assumes the payment of the same; provided, however, any lien encumbering a Unit as above described shall not be affected by transfer of a Unit.

Developer shall not be required to expend from Developer's own funds any sums of money for maintenance, improvements, or other expenses of the administration of the Common Elements, and no Unit owned by Developer shall be assessed for Common Expenses or otherwise assessed until such time as construction of such Unit is completed and the Unit is sold by Developer.

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

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

(d) Special Assessments. In addition to the annual assessments for Common Expenses authorized above, if any, the Association may levy a special assessment for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair, or replacement of capital improvements upon the Common Elements, including, but not limited to, fixtures and personal property related thereto, provided that any such assessment shall be approved by all Unit Owners.

9. Shared Parking Area. As set forth on the Plat attached hereto as Exhibit B, the Units shall share a common parking area labeled on the Plat as the "Common Element (Concrete Parking)" (the "Parking Area"). Maintenance, repair, and replacement of the Parking Area shall be a Common Expense payable by the Unit Owners as set forth in Section 8 above. Any and all replacements of, repairs to, or maintenance of the Parking Area shall be approved in writing by at least a majority of the Unit Owners, and the cost thereof shall be a Common Expense.

10. Mortgages and Deeds of Trust. Each Unit Owner shall have the right, subject to the provisions herein, to mortgage such Unit Owner's Unit, together with such Unit Owner's respective ownership interest in the Association. No Unit Owner shall have the right or authority to make or create, or cause to be made or created, from the date hereof, any mortgage, deed of trust, or other lien on or affecting the Property or any part thereof, except only to the extent of such Unit Owner's Unit and the interest in the Association corresponding thereto.

11. Separate Real Estate Taxes. Real estate taxes shall be separately taxed to each Unit Owner for such Unit Owner's Unit, Private Elements, and corresponding interest in the Association, as provided in the Act. In the event that such taxes for any year are not separately taxed to each Unit Owner, but rather are taxed on the Property as a whole, then each Unit Owner shall pay such Unit Owner's proportionate share thereof in accordance with such Unit Owner's respective percentage of ownership interest in the Association, and, in said event, such taxes shall be a Common Expense.

12. Insurance. Each Unit Owner shall be responsible for obtaining hazard insurance which includes liability coverage on the Unit, the contents of such Unit Owner's Unit, such Unit Owner's Private Elements, and such Unit Owner's Limited Common Elements, if any, as well as additions and improvements thereto, decorations, furnishings, and personal property therein, and personal property stored elsewhere on the Property.

13. Maintenance, Repairs, and Replacements.

(a) Obligations of Unit Owners. Each Unit Owner, at such Unit Owner's expense, shall be responsible for all maintenance of, repairs to, and replacements within and to such Unit Owner's Unit, Private Elements, and Limited Common Elements, if any, and shall pay all expenses associated therewith. Should the Unit Owner fail or refuse to maintain, repair, or replace, as directed by the Board, the exterior of such Unit Owner's Unit, such Unit Owner's Private Elements, and/or such Unit Owner's Limited Common Elements, if any, the Board or any other Unit Owner(s) may cause said maintenance, repairs, or replacements to be made and may exercise remedies as set forth in this Declaration.

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(b) Obligations of Association. The Association shall be responsible for maintenance of and repairs within any Common Elements, if any, other than Private Elements and Limited Common Elements, if any.

(c) Loss Attributable to Unit Owner. Notwithstanding the foregoing, if, due to the act or neglect of a Unit Owner or the agent, guest, tenant, family member, invitee, licensee, or household pet of any Unit Owner, damage shall be caused to the Common Elements or maintenance, repair, or replacement are required which would otherwise be a Common Expense, then such Unit Owner shall pay for such damage or such maintenance, repair, and replacements, as may be determined to be necessary by the Association, to the extent not covered by the Association's insurance or to the extent sufficient proceeds are not collected from the insurance carrier.

14. Decorating. Each Unit Owner, at such Unit Owner's expense, shall furnish such Unit Owner's Unit and be responsible for all decorating and maintenance within such Unit Owner's Unit and Private Elements and the Limited Common Elements, if any, serving such Unit, subject to the terms hereof.

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

The Association shall have the right to grant permits, licenses, and easements over the Common Elements for utilities and for other purposes reasonably necessary or useful for the proper maintenance or operation of the horizontal property regime.

The Units and Common Elements shall have and be subject to the following easements:

(a) An easement shall exist for the maintenance, repair, and replacement of any and all pipes, wires, conduits, or other utility lines running through or around any Unit, which facilities serve more than one Unit and/or are part of the Common Elements.

(b) If any part of the Common Elements encroaches upon any Unit or the Limited Common Elements serving such Unit, if any, an easement shall exist for the encroachment and the maintenance, repair, and replacement thereof, so long as the encroachment continues.

(c) An easement shall exist for any part of a roof, eave, cornice, or gutter as shall encroach over or upon any Unit or the Common Elements as of final construction. Said easement shall also exist for the maintenance, repair, and replacement of said encroaching elements.

(d) Easements shall exist for utilities and for ingress, egress, and maintenance

in favor or any public utility providing public utility service to the Units.

(e) An easement shall exist for the maintenance and repair of each Unit and the Common Elements.

(f) An easement shall exist for drainage for the Units, as initially constructed.

(g) An easement in favor of each Unit Owner for pedestrian and vehicular ingress/egress shall exist over the Parking Area.

16. Association's Right to Purchase at a Foreclosure Sale. The Board shall have the power and authority to bid and purchase, for and on behalf of any Unit or interest therein, at a sale pursuant to a deed of trust or mortgage foreclosure, a foreclosure of the lien for Common Expenses under the Act, or an order or direction of a court, or at any other involuntary sale, upon the consent or approval of all Unit Owners. Such consent shall set forth a maximum price which the Board or its duly authorized agent may bid and pay for said Unit.

The Board shall have authority to make such mortgage arrangements and special assessments proportionately among the respective Unit Owners and other such financing arrangements as the Board may deem desirable in order to close and consummate the purchase or lease of a Unit or interest therein by the Association. However, no such financing arrangement may be secured by an encumbrance on any interest in the Property other than the Unit or interest therein to be purchased or leased and the percentage interest in the Association appurtenant thereto.

17. Use and Occupancy Restrictions. Subject to the provisions of the Bylaws, no part of the Property may be used for purposes other than private single-family housing and the related common purposes for which the Property was designed and as allowed by municipal zoning laws. Each Unit shall be used as a residence or for such other use permitted by this Declaration and for no other purposes, except that professionals may use their residences (not in violation of applicable zoning laws) as a home office. The foregoing restrictions as to residence shall not, however, be construed in such manner as to prohibit a Unit Owner from: (a) maintaining a personal professional library; (b) keeping personal business or professional records or accounts; or (c) handling personal or professional telephone calls or correspondence. Such uses are expressly declared customarily incident to the principal residential use and not in violation of said restrictions, provided that they do not violate the above restrictions. Any Unit lease shall be in writing, shall be structured so to maintain the integrity and property values of the Property, and shall be subject to this Declaration and to the Bylaws. Notwithstanding anything to the contrary contained herein, nothing herein shall prevent any Unit from being rented out through Airbnb or any similar short-term rental marketplace, provided that such use conforms with any and all applicable codes, zoning, and statutory regulations, requirements, and laws.

No Unit or Common Elements or Limited Common Elements may be used in violation of the restrictions and provisions contained herein or in the Bylaws.

The use, maintenance, and operation of the Common Elements shall not be obstructed, damaged, or unreasonably interfered with by any Unit Owner and shall be subject to any lease, concession, or easement, whether presently in existence or entered into by the Board at some future time, affecting any part or all of said Common Elements. Developer is irrevocably empowered, notwithstanding anything herein to the contrary, to sell, lease, or rent any Unit owned by Developer to any Person approved by Developer. Developer shall have the right to transact on the Property any business deemed necessary by Developer to consummate the sale, lease, or resale of the Units. As long as Developer owns a Unit, neither the other Unit Owner(s), nor their use of their Unit(s) shall interfere with the sale of a Unit by Developer.

Any Limited Common Elements shall be maintained by the respective Unit Owner in the same condition, repair, configuration, and layout as at the date of execution hereof.

18. Remedies. In the event of any violation of the provisions of the Act, this Declaration, the Bylaws, or any rules and regulations of the Board or Association by any Unit Owner (either by the Unit Owner's own conduct or by the conduct of any other Occupant of such Unit Owner's Unit), the Association, or its successors or assigns, or the Board, or its agent, or the other Unit Owner(s), as the case may be, shall have each and all of the rights and remedies provided for in the Act, this Declaration, the Bylaws, or any applicable rules and regulations and which may be available, at law or in equity, and may prosecute an action or other proceeding against such defaulting Unit Owner and/or other party or parties for enforcement of any lien and the appointment of a receiver for the Unit and ownership interest of such Unit Owner, for damages or injunction or specific performance, for judgment for payment of money and collection thereof, or for the right to sell the Unit through judicial process as provided hereinbefore, or for any combination of remedies, or for any other relief. All expenses of the Board or other Unit Owner(s) in connection with any such actions or proceedings, including, but not limited to, court costs and attorneys' fees and other fees and expenses and all damages, liquidated or otherwise, together with interest thereon at the maximum rate of interest then allowed by applicable law, until paid, shall be charged to and assessed against such defaulting Unit Owner and shall be added to and deemed part of such Unit Owner's respective share of the Common Expenses, and the Board or other Unit Owner(s) shall have a lien for all of the same, as well as for nonpayment of the Unit Owner's respective share of the Common Expenses, upon the Unit and ownership interest in the Association of such defaulting Unit Owner and upon all of such Unit Owner's additions and improvements thereto and upon all of such Unit Owner's personal property in such Unit Owner's Unit or located elsewhere on the Property; provided, however, that such lien shall be subordinate to the lien of a recorded mortgage or deed of trust on the interest of such Unit Owner, except for the amount of the proportionate share of said Common Expenses which become due and payable from and after the date on which the said mortgage or deed of trust owner or holder either takes possession of the Unit, accepts a conveyance of any interest therein (other than as a security), or files suit to foreclose its mortgage or deed of trust. In the event of any such default by any Unit Owner, the Board or the Managing Agent, if so authorized by the Board, or the other Unit Owner(s) shall have the authority to correct such default and to do whatever may be necessary for such purpose and all expenses in connection therewith shall be charged to and assessed against such defaulting Unit Owner. Any and all such rights and remedies may be exercised at any time and from time to time, cumulatively or otherwise. This paragraph shall not be amended, changed, modified, or

rescinded without the prior consent of all holders of record of mortgages and deeds of trust against Units.

The violation of any restriction or condition or regulation adopted by the Board or the breach of any covenant or provision herein contained shall give the Board or other Unit Owner(s) the right, in addition to any other rights provided for in this Declaration, to enjoin, abate, or remedy by appropriate legal proceedings, either at law or in equity, the continuance of any breach.

If any Unit Owner (either by such Unit Owner's conduct or by the conduct of any other occupant of such Unit Owner's Unit) shall violate the Act or any of the covenants or restrictions or provisions of this Declaration or any rules and regulations adopted by the Board, and if such default or violation shall continue for ten (10) days after notice to the Unit Owner in writing from the Board, the Managing Agent, or the other Unit Owner(s) or shall occur repeatedly during any ten (10)-day period after such written notice or request to cure such violation from the Board, the Managing Agent, or the other Unit Owner(s), then the Board or other Unit Owner(s) shall have the power to issue to said defaulting Unit Owner a notice in writing terminating the rights of the defaulting Unit Owner to continue as a Unit Owner and to continue to occupy, use, or control such Unit Owner's Unit, and thereupon an action in equity may be filed by the Board or other Unit Owner(s) against the defaulting Unit Owner for a decree of mandatory injunction against the defaulting Unit Owner or Occupant, or, in the alternative, for a decree declaring the termination of said defaulting Unit Owner's right to occupy, use, or control the Unit owned by such Unit Owner on account of said violation, which action or injunction shall order that all the right, title, and interest of said defaulting Unit Owner in the Property shall be sold (subject to any existing deed of trust or mortgage) at a judicial sale upon such notice and terms as the court shall determine, except that the court shall enjoin and restrain the said defaulting Unit Owner from reacquiring such Unit Owner's interest at such judicial sale. The proceeds of any such judicial sale shall first be paid to discharge court costs, court reporter charges, reasonable attorneys' fees, and all other expenses of the proceeding and sale, and all such items shall be taxed against the defaulting Unit Owner in said decree. Any balance of proceeds, after satisfaction of such charges, and any unpaid assessments hereunder or any liens, shall be paid to the defaulting Unit Owner. Upon the confirmation of such sale, the purchaser shall thereupon be entitled to a deed to the Unit and the Unit Owner's corresponding percentage of ownership in the Association and to immediate possession of the Unit sold and may apply to the court for a writ of assistance for the purpose of acquiring such possession, and it shall be a condition of any such sale, and the decree shall so provide, that the purchaser shall take the interest in the Unit ownership sold subject to this Declaration.

19. Amendments. The provisions of this Declaration may be changed, modified, or rescinded by an instrument in writing setting forth such change, modification, or rescission and signed by Unit Owners owning not less than all of the total Units and acknowledged; provided, however, that all lien holders of record have been notified by certified mail of such change, modification, or rescission, and an affidavit by the secretary of the Association certifying to such mailing is made a part of such instrument.

Any change, modification, or rescission of this Declaration shall be effective only upon

recording of such instrument in the Register's Office for Davidson County, Tennessee; provided, however, that no provision in this Declaration may be changed, modified, or rescinded so as to conflict with the provisions of the Act.

Notwithstanding the above, Developer shall have the right to make and record any necessary amendments to this Declaration for the express purpose of completion of development or correction of clerical errors or as may be required to obtain FHA/VA, Fannie Mae, and/or FHLMC approval for the horizontal property regime.

20. Notices. Notices provided for in the Act, this Declaration, or the Bylaws shall be in writing and shall be addressed, if to a Unit Owner, to the address of such Unit Owner's Unit, and, if to the Association or Board, as the case may be, to the registered office, as set forth in Charter of the Association or to such other address as may be designated by the Association or the Board from time to time, or at such other address as may be hereinafter provided. The Association or Board may designate a different address or addresses for notices by giving written notice of such change of address to all Unit Owners. Any Unit Owner may designate a different address for notices by giving written notice to the Association. Notices addressed as above shall be deemed delivered when mailed by United States registered or certified mail or when delivered in person with written acknowledgment of the receipt thereof.

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

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

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

23. Rights and Obligations. Each grantee of Developer, by acceptance of a deed of conveyance, accepts the same subject to all restrictions, conditions, covenants, reservations, liens, and charges and the jurisdiction, rights, and powers created or reserved by this Declaration. All future Unit Owners and Occupants shall be subject to and shall comply with the provisions of this Declaration. Any restrictions or rules in the Bylaws which are more than administrative in nature (including, but not limited to, reservations and future rights of Developer) are hereby incorporated into and made a part of this Declaration by reference. All rights, benefits, and privileges of every character hereby imposed shall be deemed and taken to be covenants running with the land and shall bind any Person having at any time an interest or estate in said land and

shall inure to the benefit of such grantee in like manner as though the provisions of this Declaration were recited and stipulated at length in each and every deed of conveyance or contract for conveyance.

All present and future Unit Owners, tenants, and Occupants of a Unit shall be subject to and shall comply with the provisions of the Bylaws appended hereto and recorded herewith as they may be amended from time to time. The acceptance of a deed of conveyance or devise or of a lease to a Unit or the entering into occupancy of any Unit shall constitute an agreement that the provisions of the Bylaws and any rules and regulations promulgated thereunder, as they may be amended from time to time, are assumed, accepted, and ratified by such Unit Owner, tenant, or Occupant, and all of such provisions shall be deemed and taken to be covenants running with the land and shall bind any Person having at any time any interest or estate in such Unit, as though such provisions were recited and stipulated at length in each and every deed, conveyance, or lease thereof.

The terms and conditions of this Declaration, the Bylaws, and any rules and regulations adopted by the Board may be incorporated by reference in and become part of the agreement between any mortgagee and any present or future Unit Owner who enters into such an agreement with a mortgagee. When so incorporated, any default in the terms and conditions of this Declaration, the Bylaws, and any applicable rules and regulations may be considered to be a default by the mortgagee, whereupon said mortgagee, after exercising its option to declare a default, shall then have all of the rights and privileges arising as a result of a default under its agreement with said Unit Owner.

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

25. Condemnation. In the event of a taking in condemnation or by eminent domain of a part of the Common Elements, the award made for such taking shall be payable to each Unit Owner for such Unit Owner's Unit, Private Elements, and Limited Common Elements, if any.

26. Rights Reserved. Each Unit Owner's right of enjoyment of the property commonly owned by the Association, as herein created, shall be subject to:

(a) The right of the Association, as provided in the Bylaws, to suspend the enjoyment and rights of any member for any period during which any assessment remains unpaid

and for such period as it considers appropriate for any infraction of its published rules and regulations;

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

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

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

27. Provisions Relative to Mortgagees' Rights and to Federal Home Loan Mortgage Corporation and Fannie Mae Regulations. Notwithstanding anything to the contrary contained in this Declaration or in the Bylaws, all terms, conditions, and regulations which are now existing or which may be amended from time to time promulgated by the Federal Home Loan Mortgage Corporation ("FHLMC") or Fannie Mae ("Fannie Mae") pertaining to projects of this nature are hereby incorporated as terms and conditions of this Declaration and the Bylaws and shall be governing upon the Property, Developer, and the Association, so long as such terms or conditions are not inconsistent with the laws of the State of Tennessee as found in Tennessee Code Annotated § 66-27-101, et seq., as such may be amended.

Specifically, without limitation of the foregoing, the following provisions shall be fully effective and controlling over any terms of this Declaration or the Bylaws which are in conflict. Any portions of such Declaration or the Bylaws which are in conflict with this paragraph or any portion of the FHLMC and Fannie Mae regulations pertaining to planned unit developments are hereby deleted, and the following rights of mortgagees are itemized as follows:

(a) A first mortgagee and any insurer or guarantor of any mortgage or deed of trust under a Unit, at such party's request, is entitled to a financial statement of the Association for the preceding fiscal year.

(b) Any first mortgagee or other transferee of a Unit who comes into possession of the Unit pursuant to the remedies provided in the mortgage, deed of trust, foreclosure of the mortgage or deed of trust or deed in lieu of foreclosure shall take the property free of any claims for unpaid assessments or charges against the mortgaged Unit which accrue prior to the time such holder comes into possession of the Unit.

(c) Unless all of the first mortgagees (based upon one (1) vote for each mortgage owned) or owners (other than Developer) of Units have given their prior written approval, the Association shall not be entitled to:

(i) Change the percentage interests of ownership of all or any Unit or Unit Owners, except that percentage ownership of the Association may be reduced due to the addition of a phase or phases to the horizontal property regime as provided hereinabove;

(ii) Partition or subdivide any Unit or the Common Elements;

(iii) By act or omission seek to abandon the horizontal property regime or status of the Property or encumber, sell, or transfer the Common Elements, except for the granting of easements for public utilities or for other public purposes consistent with the intended use of the Common Elements; or

(iv) Use hazard insurance proceeds from losses to any Property (whether to individual Units or Common Elements) for any purpose other than the repair, replacement, or reconstruction of such improvements, except as provided in Tennessee Code Annotated § 66-27-118, in case of substantial loss to the Units and/or Common Elements of the horizontal property regime.

(d) Unit Owners, first mortgage holders, and insurers or guarantors of any first mortgage shall have the right to examine the books, records, this Declaration, the Bylaws, and any rules and regulations of the Association during normal business hours and upon request.

(e) An adequate reserve fund for maintenance, repair, and replacement of Common Elements which may be replaced on a periodic basis may be established and funded as necessary upon agreement of all Unit Owners, by regular monthly payments rather than by special assessments.

(f) As set forth in Tennessee Code Annotated § 66-27-120, all taxes, assessments, and charges which may become liens prior to the first mortgage under the laws of the State of Tennessee shall relate only to the individual Unit and not to the horizontal property regime as a whole.

(g) No Unit Owner or any other party shall have priority over any rights of the first mortgagees of Units and/or Common Elements.

(h) Any agreement for professional management of the horizontal property regime, whether it be by Developer, Developer's successors and/or assigns, or any other Person or entity, may be terminated on ninety (90) days' written notice, and the terms of any such contract shall so provide and shall not be of a duration in excess of three (3) years. Prior to passage of control from Developer, the Association shall not be bound, directly or indirectly, to contracts or leases unless there is a right of termination of such upon not more than ninety (90) days' notice without penalty.

(i) Upon written request, the Association shall give to any mortgagee of a Unit, FHLMC, Fannie Mae, any lending institution servicing such mortgages as are acquired by FHLMC or Fannie Mae, or any insurer or guarantor of a mortgage or deed of trust on a Unit timely notice in writing of any loss to or the taking of the Common Elements if such loss or

taking exceeds $10,000.00 or of any other condemnation or casualty loss that affects either a material portion of the project or the Unit securing its mortgage, a lapse, cancellation, or material modification of any insurance policy or fidelity bond maintained by the Association, or any proposed action that requires the consent of a specified percentage of mortgagees. The Association may rely upon the information contained in the book entitled "Mortgages of Units," as must be established pursuant to the Bylaws, for a list of mortgagees to be notified hereby.

(j) The interest of a first mortgagee in a mortgaged Unit shall be superior to the interests of any other Person, group, partnership, corporation, or entity of any kind, including any interest the Board, Developer, or any Unit Owner may have in any portion of the premises, regardless of the nature of the interest or the manner in which it is acquired.

(k) Notwithstanding the above, any first mortgagee shall have all of the rights granted to a first mortgagee herein and, in addition, shall have all of the rights granted to an institutional first mortgagee under its deed of trust and under the laws of the State of Tennessee.

(l) A first mortgagee of a Unit Owner, upon written request, is entitled to written notification from the Association of any default in the performance by such Unit Owner of any obligation under this Declaration and/or the Bylaws which is not cured within sixty (60) days.

(m) The casualty and liability insurance and fidelity bond coverage required to be maintained by the Association shall meet the requirements specified in Fannie Mae Lending Guide, Chapter Three, Part 5, "Insurance Requirements."

28. Legal Opinion. The legal opinion required by Tennessee Code Annotated § 66-27-103 has been issued and delivered to Developer.

{Signature page to follow}

IN WITNESS WHEREOF, Developer has executed this Declaration effective as of the Effective Date.

DEVELOPER:

VB PROPERTIES, LLC,
a Tennessee limited liability company

By: Frank E Neal IV
Frank E. Neal IV, Member

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, **FRANK E. NEAL IV**, with whom I am personally acquainted, and who acknowledged that he executed the within instrument for the purposes therein contained, and who further acknowledged that he is a **MEMBER** of the maker or a constituent of the maker and is authorized by the maker or by its constituent, the constituent being authorized by the maker, to execute this instrument on behalf of the maker.

WITNESS my hand, at office, this 29th day of March, 2019.

Catherine H Gwyn
Notary Public

My Commission Expires: 5-5-20

CATHERINE H. GWYN
STATE OF TENNESSEE NOTARY PUBLIC
DAVIDSON COUNTY
My Commission Expires 05-05-2020

EXHIBIT A

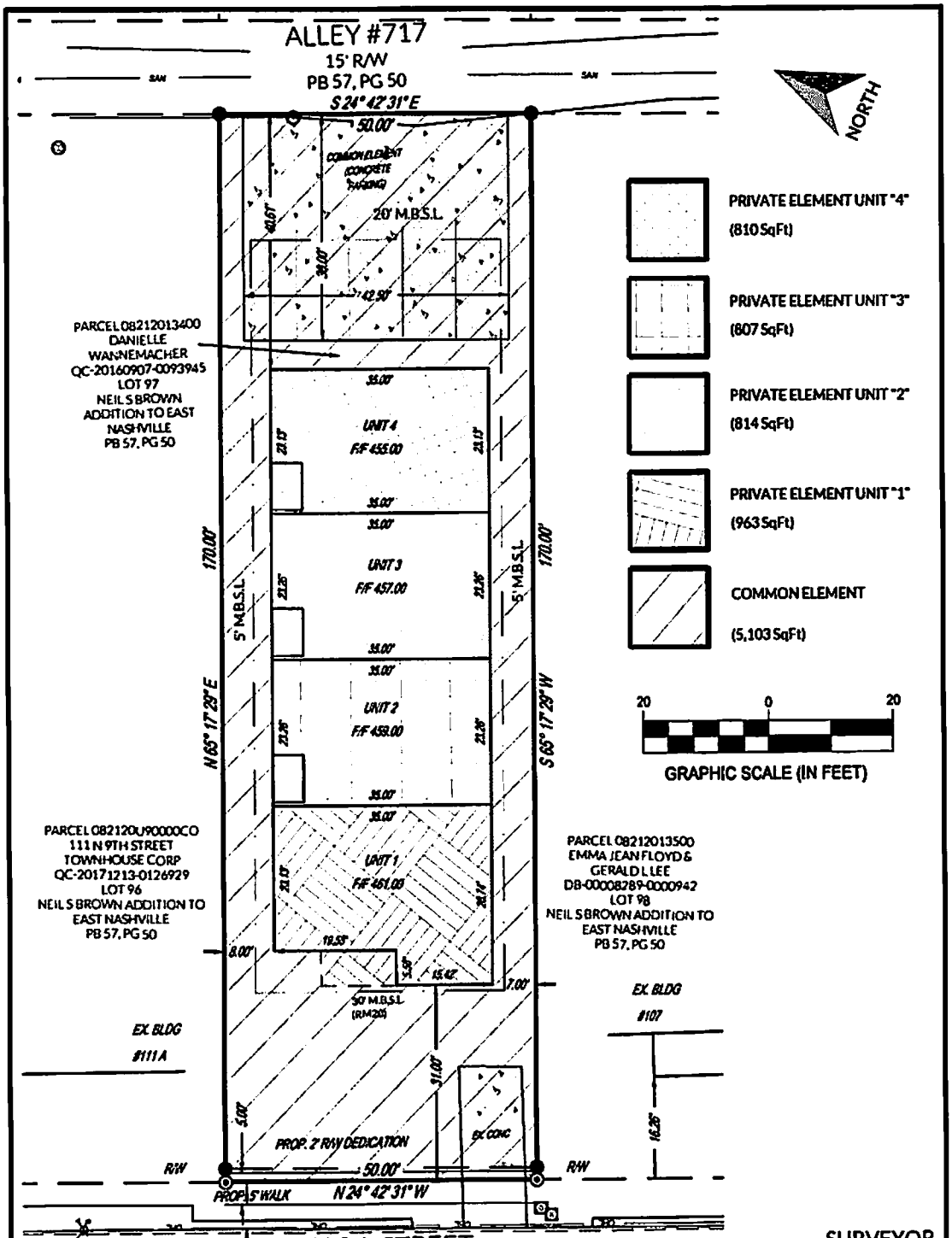
LEGAL DESCRIPTION

Land in Davidson County, Tennessee, being Lot 97, as shown on the map entitled the Plan of Neill S. Brown Addition to East Nashville, of record in Book 57, page 50, Register's Office for Davidson County, Tennessee, to which plan reference is hereby made for a more complete and accurate legal description.

Being the same property conveyed to VB Properties, LLC, a Tennessee limited liability company, by deed from Danielle Wannemacher, of record as Instrument No. ——201903290028738————, Register's Office for Davidson County, Tennessee.

EXHIBIT B

PLAT



SURVEYOR'S CERTIFICATION:

THIS IS TO CERTIFY THAT THIS HORIZONTAL PROPERTY REGIME PLAT AND THE SURVEY ON WHICH IT IS BASED WERE MADE IN COMPLIANCE WITH 0820-03 OF STANDARDS OF PRACTICE BY THE TENNESSEE BOARD OF EXAMINERS OF LAND SURVEYORS AND MEETS OR EXCEEDS THE REQUIREMENTS OF A CATEGORY 1 SURVEY. DATE OF PLAT OR PLAN: 02/28/2019

SIGNED DATE 03/27/2019
DONOVAN BENSON
TN RLS #3046
BENSON@BALANDPROFESSIONALS.COM
937.286.5043

SURVEYOR
BA LAND PROFESSIONALS, LLC
8534 YANKEE STREET
DAYTON, OH 45458
937.535-0855
WWW.BALANDPROFESSIONALS.COM
info@balandprofessionals.com

HORIZONTAL PROPERTY REGIME PLAT

VB PROPERTIES, LLC

109 N 9th ST
NASHVILLE

5TH COUNCIL DISTRICT
DAVIDSON COUNTY, TENNESSEE

SCALE: 1"=20'	DATE: 02/28/2019 REV 03/27/2019
DESIGN: N/A	JOB NO.: 19-0123
DRAWN: DPB	SHEET NO.:
CHECKED: JBA	1 OF 1

BA LAND PROFESSIONALS

Z:\BALAND PROJ\BA LAND PROJECTS\BA LAND PROJECTS - SURVEYING\19-0123 LEGACY 109 N 9TH ST - NASHVILLE\CAD\19-0123 LEGACY 109 N 9TH ST - HPR.DWG - 3/27/2019 10:17 AM

EXHIBIT C

BYLAWS

OF

109 N 9TH STREET TOWNHOUSE CORPORATION

ARTICLE I

Members (Unit Owners)

Section 1. Eligibility. The members of 109 N 9th Street Townhouse Corporation, a Tennessee not-for-profit corporation (the "Association"), shall consist of the respective Unit Owners of 109 N 9th Street, a Horizontal Property Regime with Private Elements (the "Property"). These and other terms are used in these Bylaws as they are defined in the Declaration of Covenants, Conditions, and Restrictions for 109 N 9th Street, a Horizontal Property Regime with Private Elements (the "Declaration"), which Declaration is recorded in the Register's Office for Davidson County, Tennessee. The words "member" or "members" as used in these Bylaws mean and shall refer to a "Unit Owner" or "Unit Owners," as the case may be, as defined in the Declaration. If a Unit Owner is a land title holding trust under the terms of which all powers of management, operation, and control of the Unit remains vested in the trust beneficiary, then the member shall be the beneficiary of such trust.

Section 2. Succession. The membership of each Unit Owner shall terminate when such Unit Owner ceases to be a Unit Owner, and upon the sale, transfer, or other disposition of such Unit Owner's ownership interest in the Property, such Unit Owner's membership in the Association shall automatically be transferred to the new Unit Owner succeeding to such ownership interest.

Section 3. Annual Meetings. An annual meeting of Unit Owners shall be held at the time and place specified in the notice of such meeting, provided that such place shall be within five (5) miles of the Property. The annual meeting of Unit Owners shall be held at a time established by the Board of Directors at least annually. At the annual meeting, the Unit Owners shall elect Directors, receive reports on the activities and financial condition of the Association, and transact such other business as may properly come before the meeting.

Section 4. Special Meetings. The Association may hold a special meeting of the Unit Owners upon the call of the Board of Directors. Any call or demand for a special meeting shall describe the purpose(s) for which the special meeting is to be held.

Section 5. Notice of Meetings. The Association shall notify the Unit Owners of the date, time, and place of each annual and special meeting of Unit Owners no fewer than two (2) nor more than thirty (30) days before the meeting date. The notice of a meeting shall also contain such other information as may be required by these Bylaws.

Section 6. Waiver of Notice. A Unit Owner's attendance at a meeting:

(a) Waives objection to lack of notice or defective notice of the meeting unless the Unit Owner at the beginning of the meeting (or promptly upon arrival) objects to holding the meeting or transacting business at the meeting; and

(b) Waives objection to consideration of a particular matter at the meeting that is not within the purpose(s) described in the meeting notice, unless the Unit Owner objects to considering the matter when it is presented.

Section 7. Voting. Members shall be all Unit Owners and shall be entitled to one (1) vote for each Unit owned. When more than one (1) Person holds an interest in any Unit, all such Persons shall be members. The vote for such Unit shall be exercised as they determine, but in no event shall more than one (1) vote be cast with respect to any Unit.

Notwithstanding the foregoing, no Unit Owner who is in default in the payment of assessments hereunder shall be entitled to exercise the right to vote hereunder until such Unit Owner has cured such default. A Unit Owner shall be deemed to be in default if such Unit Owner has not paid such Unit Owner's assessments within ten (10) days after the date such assessments are due. A Unit Owner may protest the amount of the assessment, but must pay the assessment in full during the pendency of the protest.

Section 8. Quorum. Unless otherwise required by law, a majority of the votes entitled to be cast by Unit Owners must be represented at any meeting of the Unit Owners to constitute a quorum on that matter. If, however, such quorum is not represented at any such meeting, the Unit Owners present at the meeting in person or represented by proxy shall have the power to adjourn from time to time without notice other than announcement at the meeting until the requisite quorum is present or represented, when any business may be transacted which might have been transacted at the meeting as provided in the original notice.

Section 9. Voting Requirements. Except as otherwise provided in these Bylaws, the Declaration, or the Act, action on any matter voted upon at a meeting of the Unit Owners is approved if a majority of the Unit Owners vote in favor of the action.

Section 10. Action by Written Consent. Any action which is required or permitted to be taken at a meeting of the Unit Owners may be taken without such a meeting if all Unit Owners entitled to vote on the action consent to taking such action without a meeting. If all of such Unit Owners so consent, the affirmative vote of the number of votes that would be necessary to authorize or take such action at a meeting shall be the act of the Unit Owners, except as otherwise provided in these Bylaws. Such consent (or counterpart(s) thereof) shall describe the action taken, be in writing, be signed by each Unit Owner entitled to vote on the action, indicate each signing Unit Owner's vote or abstention on the action, and be delivered to the Secretary/Treasurer of the Association and included in the minutes or Association records.

ARTICLE II

Board of Directors

Section 1. Number, Election, and Term of Office. The Board of Directors of the Association (referred to in the Act as the "board of administration," and sometimes referred to herein as the "Board") shall consist of four (4) persons (hereinafter referred to as "Directors"). Directors shall be elected at the annual meeting of the Association's Unit Owners by the vote of Unit Owners as hereinafter provided, except that Developer shall appoint the interim Board of Directors ("Interim Board") until the First Annual Meeting. At the First Annual Meeting, the Unit Owners shall, among other business, elect the members of the first Board of Directors ("First Board"). Those candidates for election as directors who receive the greatest number of votes cast either in person, by ballot, or by proxy at the meeting shall be elected. Directors, except for members of the Interim Board, shall hold office for a term of two (2) years and until their successors shall be elected and qualified.

Section 2. Qualification. Except for those persons making up the Interim Board, each Director shall be a Unit Owner or the spouse of a Unit Owner (or, if a Unit Owner is a trustee of a trust, a Director may be a beneficiary of such trust, and if a Unit Owner or such a beneficiary is a corporation, limited liability company, partnership, or other entity, a Director may be an officer, member, partner, or employee of such Unit Owner or beneficiary). If a Director shall cease to meet such qualifications during such Director's term, such Director shall cease to be a Director, and such Director's place on the Board shall be deemed vacant.

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

Section 4. Regular Meetings. Except as otherwise provided herein, regular meetings of the Board of Directors may be held without notice at such time and place as the Board of Directors shall determine from time to time, but no less frequently than once a year. The first annual meeting (the "First Annual Meeting") shall be called by Developer at such time as, in Developer's discretion, Developer deems best.

Section 5. Special Meetings. Special meetings of the Board of Directors may be called by the President or by any two (2) Directors.

Section 6. Notice of Meetings. Except as otherwise provided herein, regular meetings of the Board of Directors may be held without notice of the date, time, place, or purpose of the meeting. Except as otherwise provided herein, special meetings of the Board of Directors must be preceded by at least two (2) days' notice to each Director of the date, time, and place, but not the purpose, of such special meeting. Notice of any adjourned meeting need not be given if the time and place to which the meeting is adjourned are fixed at the meeting at which the adjournment is taken, and if the period of adjournment does not exceed one (1) month in any one (1) adjournment.

Section 7. Waiver of Notice. If a Director attends or participates in a meeting, such Director waives any required notice of the meeting unless the Director at the beginning of the meeting (or promptly upon arrival) objects to holding the meeting or transacting business at the meeting and does not thereafter vote for or assent to action taken at the meeting.

Section 8. Quorum and Voting. A quorum of the Board of Directors consists of a majority of the Directors then in office before a meeting begins. If a quorum is present when a vote is taken, the affirmative vote of a majority of the Directors present is the act of the Board of Directors, except as otherwise provided in these Bylaws.

Section 9. Vacancy. If a vacancy occurs on the Board of Directors, including a vacancy resulting from a removal of a Director with or without cause:

(a) The Unit Owners may fill the vacancy;

(b) The Board of Directors may fill the vacancy; or

(c) If the Directors remaining in office constitute less than a quorum of the Board, they may fill the vacancy by the affirmative vote of a majority of the Directors remaining in office.

Any Director elected to fill a vacancy shall hold office for a term equal to the unexpired term of the Director succeeded.

Section 10. Removal of Directors. The Unit Owners may remove any Director, with or without cause, at any special meeting which is specifically called for that purpose.

Section 11. Action Without Meeting. Action which is required or permitted to be taken at a meeting of the Board of Directors may be taken without such a meeting if all Directors consent to taking such action without a meeting. If all Directors so consent, the affirmative vote of the number of Directors that would be necessary to authorize or take such action at a meeting shall be the act of the Board, except as otherwise provided in these Bylaws. Such consent(s) shall describe the action taken, be in writing, be signed by each Director entitled to vote, indicate each signing Director's vote or abstention on the action, and be delivered to the Secretary/Treasurer of the Association and included in the minutes filed with the Association's records.

Section 12. Indemnification. With respect to claims or liabilities arising out of service as a Director of the Association, the Association shall indemnify and advance expenses to each present and future Director (and such Director's estate, heirs, and personal representatives) to the fullest extent allowed by the laws of the State of Tennessee, both as now in effect and as hereafter adopted or amended.

Section 13. Immunity. To the fullest extent allowed by the laws of the State of Tennessee, both as now in effect and as hereafter adopted or amended, each present and future Director (and such Director's estate, heirs, and personal representatives) shall be immune from suit arising from the conduct of the affairs of the Association.

Section 14. Compensation. Directors shall receive no compensation for their services as Directors unless expressly provided for in resolutions duly adopted by the Unit Owners.

Section 15. 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 Property;

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

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

(e) to adopt rules and regulations, with written notice thereof to all Unit Owners, governing the administration, management, operation, and use of the Property and the Common Elements and to amend such rules and regulations from time to time;

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

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

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

(i) to determine the fiscal year of the Association and to change said fiscal year from time to time as the Board deems advisable, but only as allowed by law;

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

(k) to borrow money for the purpose of maintenance or repair of Common Elements;

(l) unless otherwise provided herein or in the Declaration, to comply with the

instructions of a majority of the Unit Owners (as said majority is defined in the Declaration), as expressed in a resolution duly adopted at any annual or special meeting of the Unit Owners;

(m) to secure insurance policies as require by the Declaration;

(n) to resolve or mediate disputes, conflicts, or problems between Unit Owners;

(o) when necessary, to interpret the rules and regulations of the Association and the Declaration; and

(p) to exercise all other powers and duties of a board of administration as referred to in the Horizontal Property Act of the State of Tennessee and all powers and duties of the Board of Directors referred to in the Declaration or these Bylaws.

Section 16. Non-Delegation. Nothing in this Article or elsewhere in these Bylaws shall be considered to grant to the Board, the Association, or the officers of the Association any powers or duties which, by law, have been delegated to the Unit Owners.

ARTICLE III

Officers

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

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

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

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

Section 2. Powers. The respective officers shall have the general powers usually vested in such officers; provided that the Board may delegate any specific powers to any other officer or impose such 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 a 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 at a special meeting of said Board. Any Director so elected to fill a vacancy shall hold office for a term equal to the unexpired term of the officer succeeded.

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

Section 6. Removal. The Board of Directors may remove any officer at any time with or without cause.

Section 7. Indemnification. With respect to claims or liabilities arising out of service as an officer of the Association, the Association shall indemnify and advance expenses to each present and future officer (and such officer's estate, heirs, and personal representatives) to the fullest extent allowed by the laws of the State of Tennessee, both as now in effect and as hereafter adopted or amended.

ARTICLE IV

Assessments

Section 1. Annual Budget. The Board may cause to be prepared an estimated annual budget for each fiscal year of the Association. Such budget shall take into account the estimated Common Expenses and cash requirements for the year, including, but not limited to, salaries, wages, payroll taxes, legal and accounting fees, working capital funds, supplies, materials, parts, services, maintenance, repairs, replacements, landscaping, insurance, fuel, power, and all other Common Expenses.

Section 2. Assessments. The estimated annual budget for each fiscal year shall be approved by the Board, and copies thereof shall be furnished by the Board to each Unit Owner not later than thirty (30) days prior to the beginning of such year. On or before the first day of the first month and of each succeeding month of the year covered by the annual budget, each Unit Owner shall pay, as such Unit Owner's respective monthly assessment for the Common Expenses, one-twelfth (1/12) of such Unit Owner's proportionate share of the Common Expenses for such year as shown by the annual budget. Such proportionate share for each Unit Owner shall be in accordance with such Unit Owner's respective ownership interest in the Association as set forth in the Declaration. In the event that the Board shall not approve an estimated annual budget or shall fail to determine new monthly assessments for any year or shall be delayed in doing so, each Unit Owner shall continue to pay each month the amount of such Unit Owner's respective monthly assessment as last determined. Each Unit Owner shall pay such Unit Owner's monthly assessment on or before the first day of each month. No Unit Owner shall be relieved of the obligation to pay such Unit Owner's assessment by abandoning or not using such Unit Owner's Unit, the Common Elements, or the Private Elements.

Section 3. Partial Year or Month. For the first fiscal year and thereafter until the First Board is elected, the annual budget shall be approved by the Interim Board. If such first fiscal year or any succeeding fiscal year shall be less than a full year, then the monthly assessments for each Unit Owner shall be proportionate to the number of months and days in such period covered by such budget. Each Unit Owner shall pay such Unit Owner's assessment for the following month or fraction of a month, which assessment shall be in proportion to the Unit Owner's respective ownership interest in the Association and the number of months and days remaining

of the period covered by the current annual budget, and which assessment shall be computed by the Board.

Section 4. 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 Unit Owner and to any other party required by the Declaration or these Bylaws a statement for the year so ended showing the receipts and expenditures and such other information as the Board may deem desirable.

Section 5. Lien. It shall be the duty of every Unit Owner to pay such Unit Owner's proportionate share of Common Expenses, as provided in the Declaration.

If any Unit Owner shall fail or refuse to make any such payment of the Common Expenses when due, the amount thereof, together with interest thereon at the maximum rate then allowed by applicable law, after said Common Expenses become due and payable, shall constitute a lien, as provided in the Act, enforceable by the Board, on the interest of such Unit Owner in the Property; provided, however, that such lien shall be subordinate to the lien of a recorded deed of trust on the interest of such Unit Owner, except for the amount of the proportionate share of Common Expenses and limited Common Expenses which are due and payable from and after the date on which such deed of trust beneficiary either takes possession of the Unit, accepts a conveyance of any interest therein (other than as security), or files suit to foreclose on its deed of trust. The provisions of this paragraph of this Section 5 shall not be amended, changed, modified, or rescinded in any way without the prior written consent of all such lien holders of record.

The Association and its successors and assigns and the Board and its agents shall have the right to enforce the lien as provided in the Declaration, and there shall be added to the amount due the costs of any suit maintained to enforce the lien and other fees and expenses, together with legal interest and reasonable attorneys' fees. The Board or the Association shall have the authority to exercise and enforce any and all rights and remedies as provided for in the Horizontal Property Act, the Declaration, or these Bylaws or as are otherwise available, at law or in equity, for the collection of all unpaid assessments.

Section 6. Records and Statements of Account. The Board shall cause to be kept detailed and accurate records in a book in chronological order of the receipts and expenditures affecting the Property specifying and itemizing the expenses incurred.

Section 7. Discharge of Liens. The Board may cause the Association to discharge any mechanic's lien or other encumbrance which in the opinion of the Board may constitute a lien against the Property or the Common Elements, rather than a lien against only a particular Unit ownership. When fewer than all the Unit Owners are responsible for the existence of any such lien, the Unit Owner(s) responsible shall be jointly and severally liable for the amount necessary to discharge the same and for all costs and expenses, including attorneys' fees, incurred by reason of such lien.

Section 8. Holding of Funds. All funds collected hereunder shall be held and expended

for the purposes designated herein and (except for such special assessments as may be levied hereunder against less than all the Unit Owners and for such adjustments as may be required to reflect delinquent or prepaid assessments) shall be deemed to be held for the benefit, use, and account of all the Unit Owners.

Section 9. Association Records. The Association shall keep as permanent records minutes of all meetings of its Unit Owners and Board of Directors, a record of all actions taken by the Unit Owners or Board of Directors without a meeting, and all appropriate accounting records.

Section 10. Records at Principal Office. The Association shall keep at all times a copy of the following records at its principal office:

(a) Its Charter and all amendments thereto;

(b) These Bylaws and all amendments thereto;

(c) All resolutions adopted by the Board of Directors relating to the characteristics, qualifications, rights, limitations, and obligations of Unit Owners or any class or category of Unit Owners;

(d) The minutes of all meetings of Unit Owners and the records of all actions taken by Unit Owners;

(e) All written communications to Unit Owners generally within the past three (3) years, including the past three (3) years' annual financial statements;

(f) A list of the names and business or home addresses of its current Directors and officers;

(g) The most recent annual report delivered to the Tennessee Secretary of State;

(h) Its Declaration and all amendments thereto; and

(i) A book entitled "Mortgages of Units" listing the name and address of each deed of trust beneficiary or mortgagee of a Unit of which the Board has notice.

ARTICLE V

Use and Occupancy Restrictions

Section 1. General. No unlawful, noxious, or offensive activities shall be carried on in any Unit or elsewhere on the Property, nor shall anything be done therein or thereon which shall constitute a nuisance or which shall in the judgment of the Board or other Unit Owner(s) cause unreasonable noise or disturbance to others.

Each Unit Owner shall maintain such Unit Owner's Unit and Limited Common Elements, if any, in good condition and in good order and repair at such Unit Owner's expense and shall not do or allow anything to be done to such Unit Owner's Unit or Limited Common Elements, if any, which may increase the cost or cause the cancellation of insurance on the other Unit(s) or on the Common Elements. No Unit Owner shall display, hang, store, or use any clothing, sheets, blankets, laundry, or other articles outside such Unit Owner's Unit or which may be visible from the outside of such Unit Owner's Unit (other than draperies, curtains, or shades of a customary nature and appearance, subject to the rules and regulations of the Board), or paint or decorate or adorn the outside of such Unit Owner's Unit, or install outside such Unit Owner's Unit any canopy, awning, outside radio or television antenna, Citizens Band radio transmitter, satellite dish, or other equipment, fixture, or item of any kind, without the prior written permission of the Board or the written permission of the Managing Agent, acting in accord with the Board's direction, or of the other Unit Owner(s). The foregoing restrictions as to use and occupancy shall not be construed to prohibit a Unit Owner from placing and maintaining outdoor furniture and decorative foliage of a customary nature and appearance on a patio or deck which is a Private Element appurtenant to such Unit Owner's Unit. No Owner of a Unit shall display, hang, store, or use any sign outside such Unit Owner's Unit or which may be visible from the outside of such Unit Owner's Unit without the prior written permission of the Board or the written permission of the Managing Agent, acting in accord with the Board's direction, or of the other Unit Owner(s).

No structure of a temporary character, trailer, motor home, boat, tent, shack, garage, barn, or other out-buildings shall be permitted on the Property at any time, temporarily or permanently, except with the prior written consent of the Board or other Unit Owner(s); provided, however, that temporary structures may be erected for use in connection with the repair or rebuilding of the Buildings or any portion thereof.

Section 2. Animals. No animals shall be raised, bred, or kept in any Unit, except for dogs, household cats, and small birds owned as household pets by a Unit Owner; provided that no pet shall be kept for any commercial purpose and not more than a total of three (3) pets may be kept at any time. All pets shall be kept in strict accordance with any administrative rules and regulations relating to household pets from time to time adopted or approved by the Board, and no pet shall, in the judgment of the Board or other Unit Owner(s), constitute a nuisance to others.

All dogs owned by Unit Owners and kept in a Unit shall be on leash while outside the Unit. All dogs shall be exercised by the Unit Owner at places on the Property which do not interfere with the use and enjoyment of the same by other Unit Owner(s). A Unit Owner shall be responsible for all damage caused by said Unit Owner's pets.

Section 3. Trash. Trash, garbage, and other waste shall be kept only in sanitary containers and shall be disposed of in a clean and sanitary manner as prescribed from time to time in rules and regulations of the Board.

Section 4. Use by Developer. During the period of sale by Developer of any Units, Developer and Developer's agents, employees, contractors, and subcontractors, and their respective agents and employees, shall be entitled to reasonable access, ingress to, and egress

from said Buildings and Property as may be required for purposes of said sale of Units. While Developer owns any of the Units and until each unit sold by it is occupied by the purchasers, Developer and Developer's employees may use and show one or more of such unsold or unoccupied units and may maintain customary signs in connection therewith.

Section 5. Storage. Storage of boats, trailers, campers, and motor homes on the Property shall not be permitted. Garage doors shall be kept closed except when entering or exiting the garage.

ARTICLE VI

Contractual Powers

No contract or other transaction between the Association and one or more of its Directors or between the Association and any corporation, firm, or association in which one or more of the Directors of the Association are directors, members, or are financially interested shall be void or voidable because such Director or Directors are present at the meeting of the Board or a committee thereof which authorizes or approves the contract or transaction or because such Director's or Directors' votes are counted, if the circumstances specified in either of the following subparagraphs exists:

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

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

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

ARTICLE VII

Amendments

These Bylaws may be amended or modified from time to time by action or approval of all Unit Owners. Such amendment(s) shall not be effective until they are recorded in the Register's Office for Davidson County, Tennessee.

ARTICLE VIII

Deeds of Trust

Section 1. Notice to Board. A Unit Owner who mortgages such Unit Owner's Unit shall

notify the Board of the name and address of the deed of trust beneficiary and shall file a copy of the deed of trust with the Board, which shall keep a book listing the mortgages or deeds of trust on the Units.

Section 2. Notice of Unpaid Common Expenses. The Board, whenever so requested in writing by a deed of trust beneficiary of a Unit, shall promptly report any then unpaid assessments, fees, or Common Expenses due from or any default by the Unit Owner of the mortgaged Unit.

Section 3. Notice of Default. The Board, when giving notice to a Unit Owner of a default in paying Common Expenses or any other default, shall send a copy of such notice to each deed of trust beneficiary of record covering such Unit whose name and address has theretofore been furnished to the Board and which has requested in writing to be sent a copy of such notice(s).

Section 4. Examination of Books. Each Unit Owner and any other Persons as specified in the Declaration shall be permitted to examine the books and records of the Association, the Declaration, and these Bylaws, and any rules and regulations of the Association during normal business hours and upon request.

Section 5. Interest of Valid First Deed of Trust. The interest of a valid first deed of trust shall be superior to the interest of the Board in the event of a default, and nothing in this instrument shall be construed to the contrary. If the first deed of trust has incorporated the terms of these Bylaws, the Declaration, and the contract in its deed of trust, then the beneficiary of the first deed of trust may, at its option, declare a default in its deed of trust by reason of any default hereunder and may proceed to enforce its rights according to the terms of the deed of trust notwithstanding any enforcement instituted by the Board.

ARTICLE IX

Definition of Terms

The terms used in these Bylaws, to the extent they are not defined herein, shall have the same definition as set forth in the Declaration, as such may be amended from time to time, which Declaration is recorded in the Register's Office for Davidson County, Tennessee.

The term "member," as used in these Bylaws, generally means "Unit Owner" as defined in the Declaration. "Deed of trust," as used herein, includes a mortgage. "Deed of trust beneficiary" includes a mortgagee and a holder of a deed of trust.

ARTICLE X

Miscellaneous Provisions

Section 1. No Seal. The Association shall have no seal.

Section 2. Notices. Whenever notice is required to be given to Unit Owners, Directors,

or officers, unless otherwise provided by law, the Declaration, the Charter, or these Bylaws, such notice may be given in person, by mail, or by nationally recognized overnight carrier such as FedEx or UPS. If such notice is given by mail, it shall be sent postage prepaid by first class United States mail or by registered or certified United States mail, return receipt requested, and addressed to the respective address which appears for each such Person on the books of the Association. Notice shall be deemed to have been given at the earliest of the following:

(a) When received;

(b) One (1) business day after its deposit with a nationally recognized overnight carrier;

(c) Two (2) business days after its deposit in the United States mail if sent first class, postage prepaid; or

(d) On the date on the return receipt, if sent by registered or certified United States mail, return receipt requested, and the receipt is signed by or on behalf of the addressee.

For the purposes of this Section, the term "business day" shall mean a day other than a Saturday, Sunday, federal holiday, or other day on which commercial banks in Nashville, Tennessee are authorized or required by law or executive order to close.

Section 3. Waiver of Notice. Whenever any notice is required to be given under the provisions of any statute or of the Declaration, the Charter, or these Bylaws, a waiver thereof in writing signed by the Person entitled to such notice, whether before or after the date stated thereon, delivered to the Secretary/Treasurer of the Association and included in the minutes or corporate records, shall be deemed equivalent thereto.

Section 4. Negotiable Instruments. All checks, drafts, notes, or other obligations of the Association shall be signed by such officers of the Association or by such other Person(s) as may be authorized by the Board of Directors.

Section 5. Deposits. The monies of the Association may be deposited in the name of the Association in such bank(s) or financial institution(s) as the Board of Directors shall designate from time to time and shall be drawn out by check signed by the officer(s) or Person(s) designated by resolution adopted by the Board of Directors.

Section 6. Committee Members. With respect to claims or liabilities arising out of service as a member of a committee duly appointed by the Board of Directors of the Association, the Association shall indemnify and advance expenses to each such present and future committee member (and such committee member's estate, heirs, and personal representatives) to the fullest extent allowed by the laws of the State of Tennessee, both as now in effect and as hereafter adopted or amended.

ARTICLE XI

Conflicts

These Bylaws are set forth to comply with the requirements of Chapter 27 of Title 66, Tennessee Code Annotated, as amended from time to time, and to allow these Bylaws to control in specific situations where such law allows. In case any provision of these Bylaws conflicts with the provisions of said statute or of the Declaration, the provisions of said statute or of the Declaration, as the case may be, shall control.

True Copy Certification

I, Catherine H. Gwyn, do hereby make oath that I am a licensed attorney and/or the custodian of the electronic version of the attached document tendered for registration herewith and that this is a true and correct copy of the original document executed and authenticated according to law.

Signature

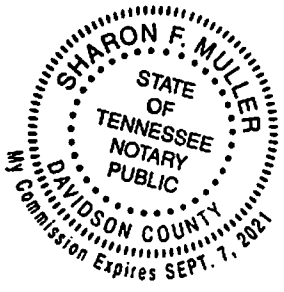
STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, Sharon F. Muller, a notary public for this county and state, Catherine H. Gwyn who acknowledges that this certification of an electronic document is true and correct and whose signature I have witnessed.

Notary's Signature

My Commission Expires: _____

Notary's Seal



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