This instrument prepared by:
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Nashville, TN 37203

Karen Johnson Davidson County
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DECLARATION OF 2807 BILOXI AVENUE, A CONDOMINIUM

ARTICLE I SUBMISSION; DEFINED TERMS

Section 1.1. Submission of Real Estate. Lucy A. Semanchik, (the "Declarant"), owner in fee simple of the real estate described in Section 2.2 and Exhibit "A" located in Davidson County, Tennessee, hereby submits the real estate, together with all easements, rights and appurtenances thereto and the buildings, improvements and other permanent fixtures erected or to be erected thereon, and all rights and privileges belonging or in any way pertaining thereto (collectively, the "Property") to the provisions of the Act.

Section 1.2. Defined Terms. As used herein, the following terms shall have the meanings set forth in this Section:

(a) "Act" means the Tennessee Condominium Act of 2008, T.C.A. §§ 66-27-201 through 507, as amended from time to time.

(b) "Association" The name of the Association is 2807 Biloxi Avenue Owners' Association, an unincorporated association.

(c) "Board" means the board of directors of the Association.

(d) "Common Elements" means and includes all of the Property, except the Units and private elements within each Unit.

(e) "Common Expense" shall mean the expenses of the administration, operation, maintenance, repair and replacement of the Common Elements and any other expenses of the Association.

(f) "Owner" or "Unit Owner" means the person or persons whose estates or interests, individually or collectively, aggregate fee simple ownership of a Unit and of the undivided interest in the Common Elements appurtenant thereto. Unless specifically provided otherwise herein, Declarant shall be deemed a Unit Owner so long as she is the legal title holder of any Unit.

(g) "Percentage Interest" means for each Unit a fraction, the numerator of which is the number of square feet within that Unit and the denominator of which is the number of square feet within all Units within the Condominium. The Percentage Interest of the 1st

Floor Unit is 63.64%, and the Percentage Interest of the 2nd Floor Unit is 36.36%.

(h) "Plat" means the plat, plat of survey or site submitted to the provisions of the Act showing the identification of each separate Unit and the exterior boundary of its private elements and other data necessary for identification, said plats being attached hereto as Exhibit "B".

(i) "Unit" shall mean a portion of the Property as shown and designated on the Plat for separate ownership and shall include the private elements and the improvements now and hereafter located within the Unit. The Units are identified as the 1st Floor Unit and the 2nd Floor Unit and may be held and conveyed by reference to such designations. Conveyance of the fee simple interest in a Unit shall automatically convey the undivided membership of each Unit Owner in the Association. Any Unit may be jointly or commonly owned in any state recognized under applicable law.

Section 1.3 Other Capitalized Terms. Each capitalized term not otherwise defined in this Declaration or in the Plat shall have the meanings specified or used in the Act.

ARTICLE II
NAMES; DESCRIPTION OF REAL ESTATE; PLAT AND PLANS

Section 2.1. Names.

(a) Condominium. The name of the Condominium is 2807 BILOXI AVENUE, A CONDOMINIUM.

(b) Association. The name of the Association is 2807 Biloxi Avenue Owners' Association, an unincorporated association.

(c) Bylaws. The bylaws of the Association are attached hereto as Exhibit "C".

Section 2.2. Real Estate. The Condominium is located in Davidson County, Tennessee. The real estate of the Condominium is described in Exhibit "A".

Section 2.3. Plat. The Plat attached hereto as Exhibit "B" is made a part of this Declaration for the purpose of describing the Condominium and the Units.

ARTICLE III
THE ASSOCIATION

Section 3.1. Authority. The business affairs of the Condominium shall be managed by the Association, which shall be the governing body for all Unit Owners, and shall be operated to provide guidelines for the maintenance, repair, replacement, administration and operation of the Property, as provided in the Act, this Declaration and the Bylaws. The Association shall be governed in accordance with its Bylaws, as amended from time to time. The Board of Directors of the Association shall be elected and 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 sole benefit of the Unit Owners, and any funds received by the Association shall be held and applied by it for the use and benefit of the Unit Owners, in accordance with the provisions of this Declaration and the Bylaws. Upon the conveyance or transfer of a Unit Owner's ownership interest to a new Unit Owner, the new Unit Owner shall simultaneously succeed to the former Unit Owner's membership in the Association.

Section 3.2. Powers. The Association shall have all of the powers, authority and duties permitted pursuant to the Act necessary and proper to manage the business and affairs of the Condominium including, without limitation, those powers enumerated in Section 66-27-402 of the Act.

Section 3.3. Voting. All Unit Owners shall be entitled to one vote per Unit owned, except that the Declarant shall be entitled to three votes per Unit owned. When more than one person holds any interest in any Unit, the vote for such Unit shall be exercised as they determine, but in no event shall more than one vote be cast with respect to any such Unit.

Section 3.4. Indemnification. To the fullest extent permitted by law, neither the directors nor officers of the Association shall 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 respective capacities as directors or officers, except for any acts or omissions found by a court to constitute gross negligence or fraud. To the fullest extent permitted by law, Unit Owners each shall indemnify and hold harmless each of the directors and officers and their respective heirs, personal representatives, successors and assigns from and against any and all any liabilities, demands, claims, actions or causes of action, regulatory, legislative or judicial proceedings or investigations, assessments, levies, losses, fines, penalties, damages, costs and expenses, including, without limitation, reasonable attorneys', accountants', investigators', and experts' fees and expenses arising by reason of any act or omission performed or omitted by such director or officer in good faith and in a manner reasonably believed by the director or officer to be in or not opposed to the best interests of the Unit Owners.

Section 3.5. 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 Board's determination thereof shall be final and binding on all Unit Owners.

Section 3.6. Assessments. In addition to and not to the exclusion of any rights the Association may have under the Act or applicable law, the Association shall have the right to make periodic assessments to the Unit Owners for the payment of Common Expenses and the establishment of a reasonable reserve against future expenses. Assessments will be levied against each Unit in accordance with such Unit's Percentage Interest, except that the Association may levy special assessments against one or more Unit Owners in different proportions if the Association reasonably determines that the assessment is required to address an issue caused by one or more Unit Owners, or that one or more Unit Owners will

benefit disproportionately from the expenditure. Unit Owners shall pay assessments within 30 days or, in exigent circumstances, within such shorter period as the Association may reasonably require. No Unit Owner shall be exempt from payment of any assessment by waiver or non-use of the enjoyment of the Common Elements, or by abandonment of such Owner's Unit. If any Unit Owner shall fail or refuse to pay any assessment when due, the amount thereof, together with interest thereon at the maximum legal rate per annum, shall constitute a lien against the interest of such Unit Owner in the Unit as provided in the Act, and the Association shall have all remedies available at law for the collection of such amounts including, without limitation, those set forth in T.C.A. § 66-27-415. 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 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. The provisions of this Section 3.6. may not be modified or amended without the unanimous written consent of all Unit Owners.

Section 3.7. Enforcement. In the event any Unit Owner fails to maintain such Owner's Unit, including its private elements, or in the event any Unit Owner fails to pay such Owner's proportionate expense of any Common Expense or any other assessment levied by the Association when due, then in any such event the Association may, after 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 default Unit Owner securing payment of all unpaid obligations and all sums advanced or expended by the Association hereunder, and shall be entitled to enforce such lien as provided by law, and to exercise any other right or remedy available as a result of the Unit Owner's default. The defaulting Unit Owner shall pay all costs and expenses, including reasonable attorney's fees, incurred by the Association in exercising any of its remedies hereunder.

Section 3.8. Rights of Mortgagees. The Association's lien for Common Expenses payable by a Unit Owner shall be subordinate to the lien of a properly registered, first priority deed of trust on the interest of such Unit Owner, except for the Unit's proportionate share of Common Expenses which become due and payable from and after the date on which the deed of trust beneficiary either takes possession of the Unit encumbered thereby, accepts a conveyance of any interest therein (other than as security) or forecloses on its deed of trust. This Section 3.8 shall not be amended, changed, modified or rescinded without the prior written consent of all deed of trust beneficiaries of record.

Section 3.9. Insurance, Damage, Reconstruction.

(a) The Association may obtain insurance for the Property and the Common Elements against loss or damage by fire, vandalism and other such hazards as the Association shall determine, for the full insurable replacement cost of the Property and the Common Elements. The Association may also obtain insurance against such other hazards and for such amounts as the Board may deem advisable. Such insurance coverage shall be written in the name of, and the proceeds thereof shall be payable to, the Association as

trustee for the Unit Owners in proportion to the Unit Owners' respective Percentage Interests, and for any mortgagees of the Units, if any. The Association may also obtain such other insurance as it deems desirable, insuring the Property and each member of the Board and officer of the Association, and each member of any committee appointed pursuant to the Bylaws of the Association, from liability arising from the fact that said person is or was a director or officer of the Association, or a member of such committee. The premiums for all such insurance shall be a Common Expense.

(b) In the event of any damage to or destruction of any of the Property or Common Elements as a result of fire or other casualty covered by insurance proceeds, the Board shall, in its sole and absolute discretion, determine and without intervention of any Unit Owner arrange for the prompt repair and restoration of the damaged portions of the Property and Common Elements substantially in accordance with the original plans and specifications therefor. Where the insurance indemnity is insufficient to cover the cost of such repairs and restoration, the deficit shall be paid by all Unit Owners in accordance with their respective Percentage Interests. Notwithstanding the above, the Board shall not be responsible for: the repair, replacement or restoration of any Unit or Private Elements for which the responsibility of maintenance and repair is that of a Unit Owner (except to the extent that the Association's policies of insurance specifically covers and reimburses the Association for such costs); or for furnishings, fixtures, appliances, equipment, inventory and other personal property installed or maintained within a Unit by a Unit Owner or occupant.

(c) Each Unit Owner shall be responsible for obtaining hazard insurance which includes liability coverage on his Unit, the contents of his Unit, those parts of the Unit and Private Elements for which the Unit Owner is responsible for maintenance and repair, and for the Unit Owner's personal property. Each Unit Owner shall list the Association as an additional insured on said Unit's hazard insurance policy.

ARTICLE IV
UNITS

Section 4.1. Identification of Units. The identifying number of each Unit is shown on the Plat.

Section 4.2. Unit Boundaries. The boundaries of each Unit are located as shown on the Plat. Each Unit is more particularly described as a separate floor in a single two-story free-standing building, together with the heating, hot water and air conditioning apparatus exclusively serving the Unit whether or not located within the boundaries of the Unit.

Section 4.3. Construction of Units. Construction of all Units has been completed prior to the recording of this Declaration.

Section 4.4. Alterations of Units. The 1st Floor Unit may be improved or altered as provided in Section 66-27-311 of the Act without the prior approval of the Owner of the other Unit. The 2nd Floor Unit may not be improved or altered without the prior consent of

the Owner of the 1st Floor Unit, and the 2nd Floor Unit Owner and any affected mortgagee shall submit to the Owner of the 1st Floor Unit such application as shall be reasonably required.

Section 4.5. Ownership of the Common Elements. Ownership of the Common Elements shall be vested in the Association.

Section 4.6. Use of the Common Elements. Each Unit Owner shall have the non-exclusive right to use the Common Elements in common with all other Unit Owners as may be required for the purposes of access, ingress to, egress from, use, occupancy and enjoyment of the respective Unit owned by such Unit Owner. Such right to use the Common Elements shall extend not only to each Unit Owner but also its agents, servants, tenants, customers, invitees, and licensees. However, each Unit Owner shall have the exclusive right to the use and possession of the private elements of its Unit, and shall use such private elements subject to the rules and regulations of the Association.

Section 4.7. Storage Areas and Parking Spaces. There shall be no permanent storage of vehicles, boats, etc. in the parking areas. Parking shall be subject to the rules and regulations of the Association.

Section 4.8. Mortgages and Deeds of Trust. Each Unit Owner shall have the right, subject to the provisions of this Declaration, to mortgage its Unit together with its respect ownership interest in the Association. No Unit Owner shall have the right or authority to mortgage or place a lien upon the Property or any part thereof, except to the extent of its own Unit and its interest in the Association.

Section 4.9. Taxes. Real estate taxes shall be separately taxed to each Unit Owner for its Unit, its private elements and its corresponding interest in the Association, as provided in the Act. In the event that such taxes for any year are not separately taxed to each Unit Owner, but rather are taxed on the Property as a whole, then each Unit Owner shall pay its proportionate share thereof in accordance with its Percentage Interest and, in said event, such taxes shall be deemed a Common Expense.

Section 4.10. Encroachments. If any portions of the Common Elements shall actually encroach upon any Unit or its Private Elements, or if any Unit or its Private 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.

Section 4.11. Condemnation. In the event of a taking of part of the Common Elements in condemnation or by eminent domain, the award made for such taking shall be payable to the Association. If a majority of the Board in its sole and absolute discretion approves the repair and restoration of such Common Elements, the Board shall arrange for the repair and restoration of such Common Elements, and the Board shall disburse the proceeds of such award to the contractors engaged in such repair and restoration in

appropriate progress payments. In the event the Board does not approve the repair and commence restoration of such Common Elements within 120 days after taking by the public or private authority, the Board shall distribute the net proceeds of such award of the basis of such Unit's Percentage Interest in the Common Elements.

ARTICLE V
MAINTENANCE, REPAIR AND REPLACEMENT

Section 5.1. Units. The Owner of a Unit shall maintain, repair and replace the Unit, the Private Elements and all property located within a Unit.

Section 5.2. Common Elements. The Association shall maintain, repair and replace the Common Elements and all property located within the Common Elements.

Section 5.3. Expense Allocation. Any Common Expense associated with the maintenance, repair or replacement of a Common Element shall be assessed among the Units in proportion to their respective Percentage Interests in the Association.

Section 5.4. Easements.

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

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

ARTICLE VI
DEVELOPMENT RIGHTS

The Declarant reserves the right to amend this Declaration or the Plat, except for amendments altering the boundaries between adjoining Units, subdividing Units, and changing the allocated percentage of ownership allocated to such Units owned by the Declarant prior to the conveyance of both Units to a person other than the Declarant.

ARTICLE VII

ALLOCATED INTERESTS

The undivided interest in the Common Elements, the Common Expense liability and votes in the Association are allocated to each Unit in proportion to such Unit's Percentage Interest.

ARTICLE VIII
RESTRICTIONS ON USE, ALIENATION AND OCCUPANCY

Section 8.1. Use and Occupancy Restrictions. The following use restrictions apply to all Units and to the Common Elements:

(a) Commercial/Industrial Use. Each Unit shall be used only for commercial and/or industrial purposes and the related common purposes for which the Condominium was designed and as allowed by municipal zoning laws. No part of the Units or the Common Elements may be used for housing or any residential use, or for any other use not permitted by applicable law.

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

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

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

(e) Rules and Regulations. In addition to the restrictions set forth in subparagraphs (a)-(d) of this Section 8.1, the use of Units and the Common Elements shall be subject to such Rules and Regulations as may be adopted by the Association.

Section 8.2. Restrictions on Alienation. A Unit shall be subject to the following restrictions on alienation:

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

(b) A Unit may not be leased or rented for a term of less than six (6) months. All leases and rental agreements shall be in writing and subject to the reasonable requirements of the Association. No Unit may be offered to the public for short term rental or temporary transient accommodations.

ARTICLE IX
EASEMENTS AND LICENSES

Section 9.1. Recording Data. All easements and licenses to which the Condominium is presently subject are shown on the Plat.

ARTICLE X
GENERAL PROVISIONS

Section 10.1. Remedies. In the event of any violation of the provisions of the Act, this Declaration, the Bylaws, or the Association's rules and regulations by any Unit Owner (either by the Owner's own conduct or the conduct of any occupant, guest, or invitee of his Unit), the Association, or its successors and assigns, shall have each and all of the rights and remedies which may be provided for in the Act, this Declaration, the Bylaws, or said rules and regulations, and all other rights and remedies which may be available at law or in equity, and may prosecute an action or other proceedings against such defaulting Unit Owner and/or others for enforcement of any lien and the appointment of a receiver for the Unit and ownership interest of such Unit Owner, or for damages or injunction or specific performance, or for judgment for payment of money and collection thereof, or the right to take possession of the Unit and to sell the same as provided herein, or for any combination of remedies, or for any other relief. All expenses in connection with any such actions or proceedings, including court costs and attorney's fees and other fees and expenses and all damages, liquidated or otherwise, together with interest thereon at the highest lawful rate per annum, until paid, shall be charged to and assessed against such defaulting Unit Owner and shall be added to and deemed part of such Owner's respective share of Common Expenses, and the Association shall have a lien for all of the same, and for nonpayment of Common Expenses, upon the Unit and its appurtenant interest in the Common Elements of such defaulting Unit Owner and upon all additions and improvements thereto and upon all of the Unit Owner's personal property located in the Unit or elsewhere upon the Property; provided, however, that such lien shall be subordinate to the lien of a recorded first mortgage or deed of trust on the Unit, to the extent herein set forth. In the event of any default by a Unit Owner, the Association and all non-defaulting Unit Owners 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, by the Association. This paragraph shall not be amended, changed, modified or rescinded without the prior consent of all holders of record of mortgage and deed of trust liens against the Units.

Section 10.2. Right of Entry. 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 Association the right, in addition to any other rights provided for in these Declarations: (a) to enter (either peaceably or forcibly without liability to such Unit Owner for such entry) upon the Unit, or any portion of the Property upon which or as to which such violation or breach exists, and to summarily abate and remove, at the expense

of the defaulting Unit Owner, any structure, thing or condition that may exist thereon contrary to the intent and meaning of the provisions hereof, and the Association, the Board or their employees or agents, shall not thereby be deemed guilty in any manner of trespass; or (b) to enjoin, abate or remedy by appropriate legal proceedings, either at law or in equity, the continuance of any breach; or (c) to take possession (either peaceably or forcibly without liability to such Unit Owner for such entry) of such Unit Owner's interest in the property and to maintain an action for possession of such Unit in the manner provided by law.

Section 10.3. Continuing Default; Termination; Extraordinary Relief. If any Unit Owner (either by his own conduct or by the conduct of any other occupant, visitor, guest or invitee of the Owner's Unit) shall violate the Act, or any of the covenants or restrictions or provisions of this Declaration, the Bylaws, or the rules and regulations of the Association, and if such default or violation shall continue for thirty days after notice to the Unit owner in writing from the Association, or shall occur repeatedly during any thirty day period after such written notice or request to cure such violation from the Association, then the Association shall have the power to issue to said defaulting Unit Owner a notice in writing terminating the rights of said defaulting Owner to continue as a Unit Owner and to continue to occupy, use or control such Unit, and thereupon an action at law or in equity may be filed by the Association against such defaulting Owner for a decree of mandatory injunction against such defaulting Owner or occupant, or in the alternative, for a decree declaring the termination of said defaulting Owner's right to occupy, use or control its Unit on account of said violation, and ordering that all the right, title and interest of said defaulting Owner in the Property shall be sold (subject to the lien of 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 Owner from reacquiring its interest at such judicial sale. The proceeds of any such judicial sale shall first be paid to discharge court costs, court reporter charges, reasonable attorney's fees, and all other expenses of the proceeding and sale, and all such items shall be taxed against said defaulting Unit Owner in said decree. Any balance of proceeds, after satisfaction of such charges and any unpaid assessments hereunder, or any lines, shall be paid to said 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 Common Elements, 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 these Declarations.

Section 10.4. Amendments. These Declarations may be amended by an instrument in writing, setting forth such amendment, signed by all Unit Owners; provided, however, that all lien holders of record have been notified by certified mail and such amendment, and an affidavit by the Secretary of the Association certifying to such mailing is made a part of such instrument. Any amendment shall be effective upon the recording of such instrument in the Office of the Register of Deeds of Davidson County, Tennessee; provided, however, that no provisions in this Declaration may be amended so as to conflict with the provisions of the Act.

Section 10.5. Rule Against Perpetuities. If, but for the application of this Section, any of the options, privileges, covenants or rights created by this Declaration shall be unlawful, void or voidable for violation of the Tennessee Uniform Statutory Rule of Perpetuities, then such provision shall continue in effect only until 21 years after the death of the survivor of the now-living descendants of the Governor of Tennessee holding office as of the date of this Declaration.

Section 10.6. Covenants Running with the Land. Every grantee of the Declarant, by the acceptance of a deed of conveyance, accepts the same subject to all restrictions, conditions, covenants, reservations, liens and charges, and the jurisdiction, rights and powers created or reserved by this Declaration. All future Unit Owners and occupants shall be subject to and shall comply with the provisions of these Declarations. Any and all substantive restrictions or rules in the Bylaws are hereby incorporated into and made a part of these Declarations by reference. All rights, benefits and privileges hereby imposed shall be deemed and taken to be covenants running with the land, and shall bind any person having at any time any interest or estate in said land, and shall inure to the benefit of such grantee in like manner as though the provisions of these Declarations were recited and stipulated at length in each and every deed of conveyance or contract for conveyance.

Section 10.7. Bylaws. All present and future Unit Owners 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, devise, or 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 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.

IN WITNESS WHEREOF, the Declarant has executed these Declarations this 11th day of February, 2020.

Lucy A. Semanchik

2-18-20

Rebecca Rediker

Commission exp. 12-7-20

REBECCA REDIKER
STATE OF TENNESSEE NOTARY PUBLIC
WILSON COUNTY

EXHIBIT A
LEGAL DESCRIPTION

PARCEL 1:

LAND in Davidson County, Tennessee, being Lot No. 3 on the resubdivision of Lot 68, 73 and 74 consolidated Westwood Subdivision as of record in Book 6050, page 492 Register's Office of Davidson County, Tennessee. Said property is described as follows:

BEGINNING at an iron pin set in the westerly margin of Interstate Highway 65, and the northerly margin of Biloxi Avenue; thence, with the margin of said Biloxi Avenue, S. 53 deg. 42 min, 27 sec. W. 177.92 feet to an iron pin set in the margin of said Avenue, and in the easterly margin of a 15 foot alley; thence, with the margin of said alley, N. 15 deg. 00 min. 54 sec. W. 164.00 feet to an iron pin set corner to said alley and the southerly margin of a 10 foot alley; thence with said alley N. 74 deg. 28 min. 4 sec. E. 165.00 feet to an iron pin set in the westerly margin of said I-65; thence with said margin S. 15 deg. 27 min. 59 sec. E. 100.90 feet to the beginning.

PARCEL 2:

A certain unnumbered alleyway known as Easement No. 2 on Ordinance No. 2000-316, evidencing the abandonment of two alley easements by the City of Berry Hill, a copy of said Ordinance being attached hereto as exhibit B and incorporated herein by reference. The alleyway being conveyed herein was closed by the City of Berry Hill by Ordinance No. 2000-316, which was passed on first reading on December 1, 2000, and on second reading on January 8, 2001, and executed by Ray Binkley Mayor of City of Berry Hill. Upon the closure of said second easement described in Ordinance No. 2000-316, one-half of the interest in that alleyway was passed to the Grantor and combined with Grantor's property known as Lots 1 and 2 of the Resubdivision of Lots 68, 73 and 74, consolidated Westwood Subdivision as of record in Book 6050, page 492, Register's Office for Davidson County, Tennessee, and being the intent of Grantor to take Grantor's interest in the above described second alleyway and convey it to Grantee to be combined with Grantee's property described above as Parcel 1 herein and further known as Map 118-2, Parcel 228.

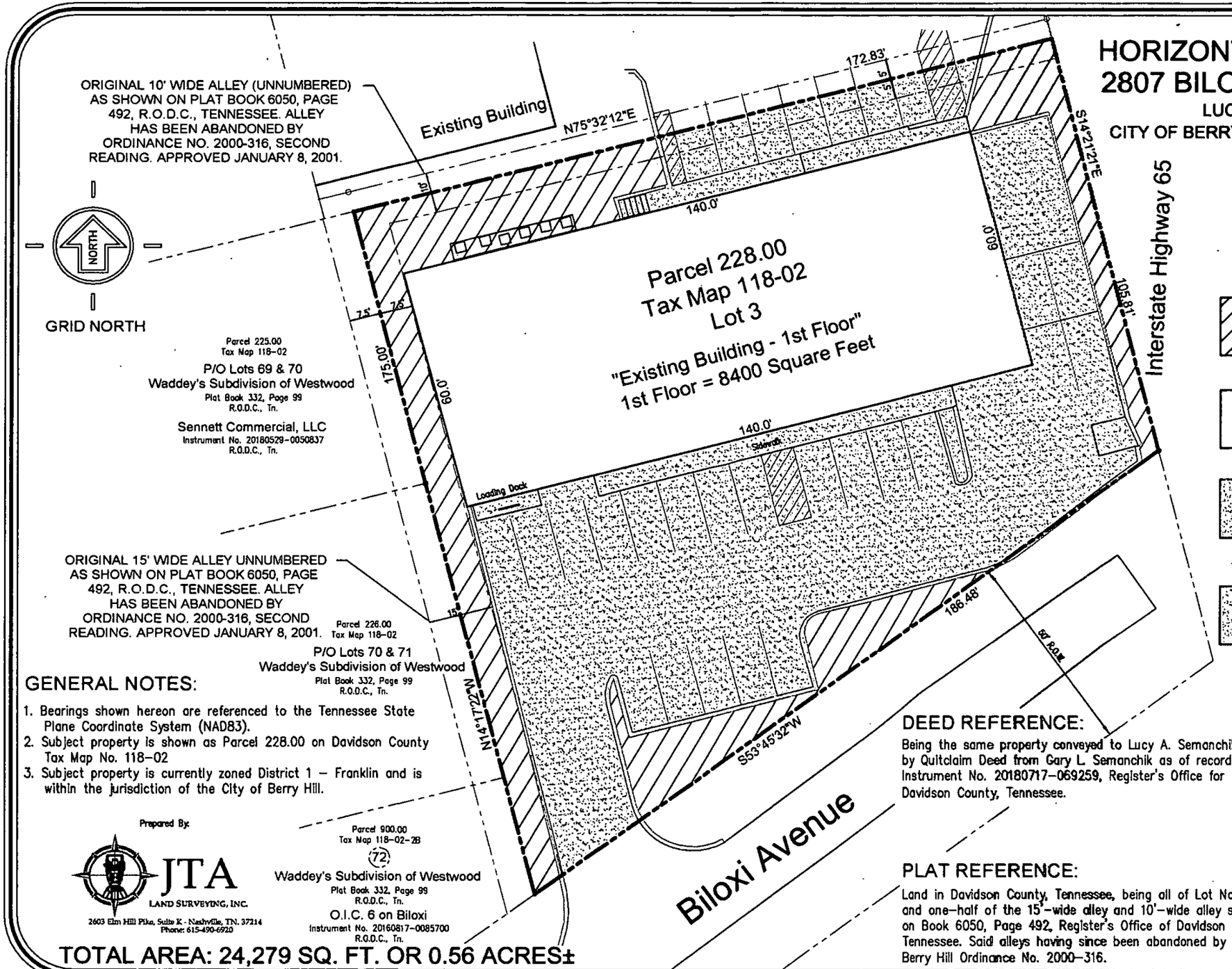
Being the same property conveyed to Lucy A. Semanchik by Quitclaim Deed dated July 16, 2018, from Gary L. Semanchik of record as Instrument No. 20180717-0069259, Register's Office for Davidson County, Tennessee.

EXHIBIT B

PLAT

HORIZONTAL PROPERTY REGIME
2807 BILOXI AVENUE - 1ST FLOOR

LUCY A. SEMANCHIK PROPERTY
CITY OF BERRY HILL, DAVIDSON COUNTY, TENNESSEE



Scale : 1" = 30'

0' 15' 30' 60'

GRAPHIC SCALE

- LIMITED COMMON AREA OF 1ST & 2ND
- 1ST FLOOR PRIVATE ELEMENT AREA
- 1ST FLOOR PARKING AREAS (21 Parking Spaces)
- 2ND FLOOR PARKING AREAS (7 Parking Spaces) (In Rear)

GENERAL NOTES:

1. Bearings shown hereon are referenced to the Tennessee State Plane Coordinate System (NAD83).
2. Subject property is shown as Parcel 228.00 on Davidson County Tax Map No. 118-02
3. Subject property is currently zoned District 1 – Franklin and is within the jurisdiction of the City of Berry Hill.

DEED REFERENCE:

Being the same property conveyed to Lucy A. Semanchik by by Quitclaim Deed from Gary L. Semanchik as of record in Instrument No. 20180717-069259, Register's Office for Davidson County, Tennessee.

PLAT REFERENCE:

Land in Davidson County, Tennessee, being all of Lot No. 3 and one-half of the 15'-wide alley and 10'-wide alley shown on Book 6050, Page 492, Register's Office of Davidson County, Tennessee. Said alleys having since been abandoned by City of Berry Hill Ordinance No. 2000-316.

JAMES G. TERRY
REGISTERED LAND SURVEYOR
XVI
AGRICULTURE
COMMERCE
2-10-20
TENNESSEE NO. 2287

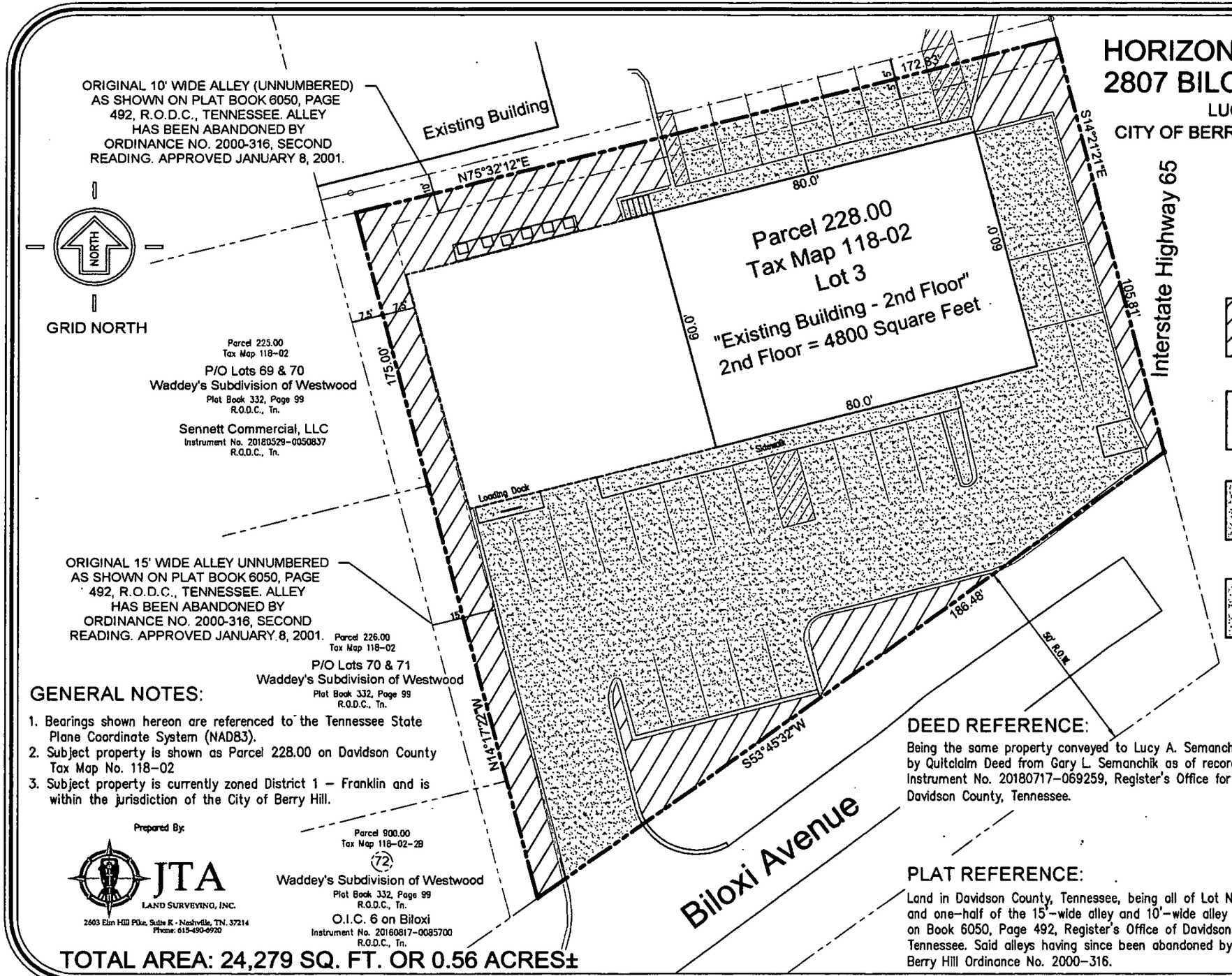
Prepared By:
JTA
LAND SURVEYING, INC.
2603 Elm Hill Pike, Suite K - Nashville, TN. 37214
Phone: 615-490-6920

TOTAL AREA: 24,279 SQ. FT. OR 0.56 ACRES±

JOB NO. 2019-737

HORIZONTAL PROPERTY REGIME
2807 BILOXI AVENUE - 2ND FLOOR

LUCY A. SEMANCHIK PROPERTY
CITY OF BERRY HILL, DAVIDSON COUNTY, TENNESSEE



Scale : 1" = 30'

0' 15' 30' 60'

GRAPHIC SCALE

- LIMITED COMMON AREA OF 1ST & 2ND FLOORS
- 2ND FLOOR PRIVATE ELEMENT AREA
- 1ST FLOOR PARKING AREAS (21 Parking Spaces)
- 2ND FLOOR PARKING AREAS (7 Parking Spaces) (In Rear)

GENERAL NOTES:

1. Bearings shown hereon are referenced to the Tennessee State Plane Coordinate System (NAD83).
2. Subject property is shown as Parcel 228.00 on Davidson County Tax Map No. 118-02
3. Subject property is currently zoned District 1 – Franklin and is within the jurisdiction of the City of Berry Hill.

DEED REFERENCE:

Being the same property conveyed to Lucy A. Semanchik by by Quitclaim Deed from Gary L. Semanchik as of record in Instrument No. 20180717-069259, Register's Office for Davidson County, Tennessee.

PLAT REFERENCE:

Land in Davidson County, Tennessee, being all of Lot No. 3 and one-half of the 15'-wide alley and 10'-wide alley shown on Book 6050, Page 492, Register's Office of Davidson County, Tennessee. Said alleys having since been abandoned by City of Berry Hill Ordinance No. 2000-316.

JAMES G. TERRY
REGISTERED LAND SURVEYOR
XVI
AGRICULTURE
COMMERCE
2-10-20
TENNESSEE NO. 2287

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EXHIBIT C

BYLAWS

BYLAWS OF 2807 BILOXI AVENUE OWNERS' ASSOCIATION

ARTICLE I

Members (Unit Owners)

Section 1. Eligibility. The members of 2807 Biloxi Avenue Owners' Association, a Tennessee unincorporated association (the "Association"), existing in accordance with the provisions of Tennessee Code Annotated Section 66-27-401, shall consist of the Unit Owners within the 2807 Biloxi Avenue condominium development (the "Property"). The Declaration which created the condominium development (the "Declaration") is recorded as Instrument No. 20200219-0018261, Register's Office for Davidson County, Tennessee. These and other terms are used in these Bylaws as they are defined in the Declaration. The words "member" or "members" as used in these Bylaws mean and shall refer to "Unit Owner" as defined in the Declaration.

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

Section 3. Regular Meetings. Regular meetings of the Unit Owners shall be held no less often than annually. All such meetings of Unit Owners shall be held at such place in Davidson County, Tennessee, and at such time as specified in the written notice of such meeting which shall be delivered to all Unit Owners at least ten days prior to the date of such meeting.

Section 4. Special Meetings. Special meetings of the Unit Owners may be called by the President, a majority of the Directors or by Unit Owners having 20% of the votes in the Association. Not less than ten nor more than sixty days in advance of any meeting, the Secretary shall cause notice to be delivered to each Unit Owner of every meeting as required by law. Notice may be waived in writing signed by all Unit Owners.

ARTICLE II

Board of Directors

Section 1. Number, Election and Term of Office. The Board of Directors of the Association (sometimes referred to herein as the "Board") shall consist of three (3) persons (hereinafter referred to as "Directors"). Two Directors shall be elected or appointed by the Owner

of the 1st Floor Unit, and One Director shall be elected or appointed by the Owner of the 2nd Floor Unit.

Section 2. Qualification. 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 or partnership, a Director may be an officer, partner or employee of such Unit Owner or beneficiary). If a Director shall cease to meet such qualifications during his term, such Director shall cease to be a Director and his or her place on the Board shall be deemed vacant, except that if a Unit Owner Director transfers title to his or her Unit, the respective successor Unit Owner shall assume the transferor's position as Director.

Section 3. Vacancies. Any vacancy occurring in the Board shall be filled by vote or appointment by the Unit Owner represented by the vacant post. Any Director so elected to fill a vacancy shall hold office so long as (a) the Director remains qualified to be a Director, and (b) no new or replacement Director is appointed or elected by the Unit Owner to represent that Unit.

Section 4. Meetings. The Board may convene a meeting of the Directors to transact business of the Board as and when mutually agreed by the members of the Board.

Section 5. Indemnification. With respect to claims or liabilities arising out of service as a Director of the Association, the Association shall indemnify, hold harmless and advance expenses to each present and future Director (and his or her 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 6. 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 his or her estate, heirs, and personal representatives) shall be immune from suit arising from the conduct of the affairs of the Association.

Section 7. Compensation. Directors shall receive no compensation for their services as Directors, unless expressly provided for in resolutions duly adopted by the Unit Owners.

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 Property;

(c) to maintain, repair, replace, administer and operate the property or any part thereof for all Unit Owners, and to engage the services of an agent or agents to accomplish any of the foregoing upon such terms and for such compensation and with such authority as the Board may approve;

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

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

(f) to borrow money for the purpose of repair, maintenance, improvement or restoration of the Common Elements;

(g) to secure insurance policies insuring the Common Elements from damage and against such risks and with such limits of liability as the Board shall determine;

(h) 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 and to establish reasonable financial assessments for infractions thereof; and

(i) to exercise all other powers and duties of a unit owners' association as referred to in the Tennessee Condominium Act of 2008 and all powers and duties of the Board of Directors referred to in the Declaration or these Bylaws.

Section 9. 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 Unit Owners. The Board is authorized to delegate such powers or authority as it may determine to a managing agent duly selected by the Board to manage the Association and the Property.

Section 10. Quorum. A simple majority of Directors shall constitute a quorum.

ARTICLE III

Officers

Section 1. Designation. No less frequently than once per year, at a duly called meeting of the Board, the Directors 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 Unit Owners, and who shall be the chief executive officer of the Association;

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

Section 2. Powers. The respective officers shall have the general powers usually vested in

such officers.

Section 3. Term of Office. Each officer shall hold office until the earlier of: (a) the date that such officer loses his or her status as a Unit Owner, or (b) the next election of officers at a Board meeting.

Section 4. Vacancies. Vacancies in any office shall be filled by the Board by a majority vote of the Directors.

Section 5. Execution Authority. Either of the President or Secretary may prepare, execute, certify, and record (a) any agreements which the Association may desire to enter into or (b) any amendments to the Declaration on behalf of the Association.

Section 6, 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 7. Removal. The Board of Directors may remove any officer at any time with or without cause.

Section 8. Indemnification. With respect to claims or liabilities arising out of service as an officer of the Association, the Association shall indemnify, hold harmless and advance expenses to each present and future officer (and his or her 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 9. Non-Delegation. Nothing in this Article or elsewhere in these Bylaws shall be considered to grant to the officers of the Association any powers or duties which, by law, have been delegated to the Unit Owners. The officers shall not delegate any powers or authority to any party or parties other than the Unit Owners.

ARTICLE IV

Assessments

Section 1. Annual Budget. The Board shall establish an annual budget to provide for the needs of the units. Such budget shall take into account the estimated common expenses and cash requirements for the year.

Section 2. Lien. It shall be the duty of every Unit Owner to pay its share of expenses equal to such Unit's Percentage Interest as provided in the Declarations. If any Unit Owner shall fail or refuse to make any such payment when due, such delinquent payment shall be subject to a late charge in an amount established by the Board, and such delinquent payment shall also bear interest at the highest permissible rate of interest allowed in the State of Tennessee. Such delinquent payment, together with penalty and interest, shall constitute a lien, as provided in the

Act and the Declarations, enforceable by the Association, on the interest of such Unit Owner in its Unit and/or the Property. The Association, acting through the Board or its agents, shall have the right to maintain a suit to foreclose any such lien, and there shall be added to the amount due the costs of said suit and other fees and expenses, together with legal interest and reasonable attorney's fees to be fixed by the Court. Furthermore, if any Unit Owner shall fail or refuse to pay when due its proportionate share of the expenses, the Association, acting through the Board, shall have the authority to exercise and enforce any and all rights and remedies as provided for in the Act, the Declarations, or these Bylaws, or as are otherwise available at law or in equity, for the collection of all unpaid assessments.

Section 3. Records and Statements of Account. The Board shall cause to be kept detailed and accurate records in chronological order of expenditures affecting the Common Elements, specifying and itemizing the Common Expenses occurred.

Section 4. Discharge of Liens. The Board may cause the Association to discharge any mechanic's lien or other encumbrances which in the opinion of the Board may constitute a lien against the Property or the Common Elements, rather than a lien against only a particular unit. When less than all the Unit Owners are responsible for the existence of any such lien, the Unit Owners responsible shall be jointly and severally liable for the amount necessary to discharge the same and for all costs and expenses, including attorney's fees, incurred by reason of such lien.

ARTICLE 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 cause unreasonable noise or disturbance to others. Each Unit Owner shall maintain its Units in good condition and in good order and repair, at such Owner's expense, and shall not do or allow anything to be done in such Owner's Unit which may increase the cost or cause the cancellation of any insurance on the Common Elements. No structure of a temporary character, trailer, motor home, boat, tent, shack, garage, barn or other outbuildings shall be permitted on the Property at any time, except with the prior written consent of the Board; provide, however, that temporary structures may be erected for use in connection with the repair or rebuilding of the Units or any portion thereof.

Section 2. Animals. No animals shall be raised, bred, or kept in any Unit.

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. Wiring. No Unit Owner shall overload the electrical wiring in a Unit, or operate any machines, appliances, accessories or equipment in such manner as to cause, in the judgment of the Board, an unreasonable disturbance to others.

Section 5. Architectural Control. The exterior of the Units shall not be altered in a manner that is not in keeping with the quality of the Units as originally constructed.

Section 6. Parking. Parking shall be in the areas so designated to each Unit as prescribed by the Board.

Section 7. Rules and Regulations. Unit Owners shall be subject to such further restrictions as may be contained in rules and regulations of the Association concerning the use of the Units and the Common Elements which may be enacted from time to time by the Board. Such rules and regulations shall be binding rules and regulations of the Association and copies of such rules and regulations and any amendments or additions thereto shall be furnished to all Unit Owners upon request.

ARTICLE VI

Mortgages

Section 1. Notice to Board. A Unit Owner who mortgages its Unit shall notify the Board of the name and address of the mortgagee and shall file a conformed copy of the note and deed of trust or mortgage with the Board; and the Board shall maintain such information in a book entitled "Mortgages of Units."

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

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

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

Section 5. Interest of Valid First Mortgagee. The interest of a valid, perfected first mortgagee 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 mortgagee has incorporated the terms of these Bylaws, the Declarations and the contract in its deed of trust, then said first mortgagee may at its option declare a default in its deed of trust by reason of any default hereunder, and may proceed to enforce its rights according to the terms of the deed of trust notwithstanding any enforcement instituted by the Board.

ARTICLE VII

Amendments

These Bylaws may be amended or modified from time to time by action or approval of all of the Unit Owners casting one (1) vote for each Unit owned. Such amendment(s) shall not be operative until they are recorded in the office of the Register of Deeds for Davidson County, Tennessee.

ARTICLE VIII

Conflicts

These Bylaws are set forth to comply with the requirements of T.C.A Section 66-27-406, as it may be amended from time to time, and to allow the Bylaws to control in specific situations where such law allows. In case any of the Bylaws conflict with the provisions of said statute or of this Declaration, the provisions of said statute or of the Declaration, as the case may be, shall control.

The undersigned hereby certifies that the foregoing Bylaws were duly adopted as the Bylaws of 2801 Biloxi Avenue Owners' Association.

DATED this 11th day of February, 2020.

Lucy Semanchik

2-18-20
Rebecca Rediker
Commission Exp 12-7-20

REBECCA REDIKER
STATE OF TENNESSEE NOTARY PUBLIC
WILSON COUNTY