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DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR

THE CROSSING AT DRAKES BRANCH

AND

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR

THE CROSSING AT DRAKES BRANCH TOWNHOMES

A TOWNHOME PLANNED UNIT DEVELOPMENT

(Horizontal Property Regime with Private Elements)

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THIS DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR THE CROSSING AT DRAKES BRANCH AND THE CROSSING AT DRAKES BRANCH TOWNHOMES (the "Declaration") is made effective as of the 28th day of October, 2020, by DB Partners, LLC, a Tennessee limited liability company (hereinafter referred to as "Declarant").

Declarant is the owner of the real property located in Nashville, Davidson County, Tennessee ("Development Property"), as more particularly described in Exhibit "A" attached hereto and incorporated herein by reference. Declarant intends by this Declaration to create a planned unit development and impose upon the Development Property mutually beneficial restrictions under a general plan of improvement for the benefit of all owners of the single family residential property within the Development Property.

Declarant desires to develop a portion of the Development Property (the "Townhome Property"), as more particularly described on Exhibit "B-1" and Exhibit "B-2" attached hereto, as a Townhome Planned Unit Development, a horizontal property regime with Private Elements, pursuant to the Horizontal Property Act of the State of Tennessee, codified at Tenn. Code Ann. § 66-27-101 through 123, establishing and maintaining thereon one or more single-family residential townhomes.

Declarant desires to provide a flexible and reasonable procedure for the overall development of the Development Property, and to establish a method for the administration, maintenance, preservation, use and enjoyment of such Development Property as are now or hereafter subjected to this Declaration.

Declarant has deemed it desirable, for the efficient preservation of the values and amenities in said community, to create an agency to which should be delegated and assigned the powers of maintaining and administering the community properties and facilities and administering and enforcing the covenants and restrictions and collecting and disbursing the Assessments and charges hereinafter created.

Declarant has caused or will cause to be incorporated under the laws of the State of Tennessee, as a non-profit corporation, The Crossing at Drakes Branch Homeowners Association, Inc. and The Crossing at Drakes Branch Townhome Owners Association, Inc. for

the purpose of exercising the functions aforesaid.

Declarant may annex additional areas from the Development Property and/or purchase additional property adjacent to the Development Property and add same to the Development Property as future phases of the proposed development thereon and subject any such annexed property to this Declaration.

Now, therefore, the Declarant hereby declares that the Development Property is and shall be held, transferred, sold, conveyed and occupied subject to the covenants, conditions, restrictions, easements, charges and liens hereinafter set forth which are for the purpose of protecting the value and desirability of the Development Property, and which shall run with the real property and be binding upon all parties having any right, title, or interest in the described properties or any part thereof, their heirs, successors or assigns, and shall inure to the benefit of each owner thereof.

Article I
Definitions

Section 1. "Act" shall mean and refer to the "Horizontal Property Act" of the State of Tennessee codified at Tennessee Code Annotated, Section 66-27-101 through 123.

Section 2. "Area of Common Responsibility" shall mean and refer to the Common Areas, together with those areas, if any, which by the terms of this Declaration or by contract become the responsibility of the Association. The office of any property manager employed by or contracting with the Association, if located on the Development Property, or any public rights-of-way within or adjacent to the Development Property, may be part of the Area of Common Responsibility.

Section 3. "Assessments" shall mean and refer to any Assessments levied upon the Lots or Units pursuant to the terms and provisions herein, including the Base Assessments, Townhome Assessments, and any Special Assessments.

Section 4. "Association" shall mean and refer to The Crossing at Drakes Branch Homeowners Association, Inc., a Tennessee non-profit corporation, and its successors and assigns. Each Owner, including the Owner of a Lot or a Unit, shall be a Member of the Association. See also "Townhome Association" defined below.

Section 5. "Base Assessment" shall mean and refer to Assessments levied against all Lots or Units in the Development Property to fund Common Expenses.

Section 6. "Board" or "Board of Directors" shall be the elected governing body of the Association having its normal meaning under Tennessee corporate law. See also "Townhome Board" defined below.

Section 7. "Builder(s)" shall mean SDH and any Person holding fee simple title to a Lot, Building or Unit Pad for purposes of development and construction of a Unit and Improvements thereon to be sold to a third-party purchaser; provided, however, that Declarant shall not be considered a Builder for purposes of the Assessment obligations imposed upon Builders under Article X, Section 12 and the insurance obligations imposed upon Builders under Article V, Section 2 herein.

Section 8. "Bylaws for The Crossing at Drakes Branch" shall mean and refer to the Bylaws of The Crossing at Drakes Branch Homeowners Association, Inc., attached hereto as Exhibit "D-1", and incorporated herein by reference, as they may be amended from time to time. The Bylaws for The Crossing at Drakes Branch together with the Bylaws for The Crossing at Drakes Branch Townhomes, as defined below, may collectively be referred to as the "Bylaws" herein.

Section 9. "Bylaws for The Crossing at Drakes Branch Townhomes" shall mean and refer to the Bylaws of The Crossing at Drakes Branch Townhome Owners Association, Inc., attached hereto as Exhibit "D-2", and incorporated herein by reference, as they may be amended from time to time.

Section 10. "Charter" shall mean and refer to the Charter of The Crossing at Drakes Branch Homeowners Association, Inc., as filed with the Secretary of State of the State of Tennessee. A copy of the Charter of the Association is attached hereto as Exhibit "C-1".

Section 11. "Charter for Townhome Association" shall mean and refer to the Charter of The Crossing at Drakes Branch Townhome Owners Association, Inc., as filed with the Secretary of State of the State of Tennessee. A copy of the Charter for Townhome Association is attached hereto as Exhibit "C-2".

Section 12. "Class "B" Control Period" shall mean and refer to the period of time during which the Declarant, as the Class "B" Member, is entitled to appoint at least a majority of the members of the Board of Directors, as provided in Article III, Section 2(b), of the Declaration, and Article III, Section 2 of the Bylaws.

Section 13. "Common Area(s)" shall mean all real and personal property, within the Development Property and components thereof and easements appurtenant thereto, now or hereafter owned by the Association for common use and enjoyment of the Owners, including, but not limited to, all open spaces, walking trails, entrances, rights-of-way, sign easements, all lawns, any and all private streets, common landscaping, all development entrance signage, alleys, roads, bridges, parking areas, drainage facilities, clubhouses, or other common amenities (if any) and all related facilities, ponds, waterways, fences, structures, sidewalks, curbs, signs, lights, common utilities, and other improvements and elements desirable or rationally of common use or necessary to the existence, upkeep and safety, of the Development Property.

Section 14. "Common Element(s)" shall mean and refer to all of the Townhome Property comprising the Townhome Planned Unit Development, except for the Units and the Private Elements appurtenant thereto. All Common Elements shall be exclusively owned by the Townhome Association for the use and benefit of every Owner of a Unit, who shall be a co-owner of the Townhome Association as set forth in Tenn. Code Ann. § 66-27-102(15). Without limiting the generality of the foregoing, Common Elements shall include the following, except as otherwise herein provided or stipulated:

a. The land, devices, improvements, structures, Stream Buffer as shown on the Plat, installations or any other elements or part of the Townhome Property that are rationally for the common use and benefit of all Owners of Units or necessary to the existence, upkeep and safety of the Townhome Planned Unit Development established by this Declaration.

b. All foundations, roofs, exterior walls, bearing walls, columns and privacy dividers that are common to two (2) or more Units.

c. All other elements of any Building desirable or rationally of common use or necessity to its existence, upkeep or safety.

d. All compartments or installations of central utility services such as power, light, gas, water, sewer, telephone, cable television, including master meters, and the like on the Townhome Property that are common to or service two (2) or more Units.

e. All improvements, devices, or installations existing for the common use and benefit of the Owners of Units.

Section 15. "Common Expenses" shall mean and include the actual and estimated expenses of operating the Association and maintaining the Common Areas, including any reasonable reserve, all as may be found to be necessary and appropriate by the Board pursuant to this Declaration, the Bylaws, and the Charter of the Association.

Section 16. "Community-Wide Standard" shall mean the standard of conduct, maintenance, or other activity generally prevailing throughout the Development Property. Such standard may be more specifically determined by the Board of Directors and the Architectural Review Committee.

Section 17. "Declarant" shall mean and refer to DB Partners, LLC, a Tennessee limited liability company, or its successors, successors-in-title or assigns who take title to any portion of the property described on Exhibit "A" for the purpose of development and sale and are designated as the Declarant hereunder in a recorded instrument executed by the immediately preceding Declarant.

Section 18. "Declaration" shall mean and refer to this Declaration of Covenants, Conditions and Restrictions for The Crossing at Drakes Branch and The Crossing at Drakes Branch Townhomes applicable to the Development Property and recorded in the Register's Office for Davidson County, Tennessee, as may be amended from time to time.

Section 19. "Documents" shall mean and refer to this Declaration, any exhibits or supplements thereto, including the Bylaws and Charter of the Association and the Townhome Association, the Architectural Guidelines, as well as the rules and regulations adopted by the Association and the Townhome Association, all of which as may be amended and/or supplemented from time to time.

Section 20. "Improvement" shall mean and refer to any infrastructure, building, building addition, outbuilding, garage, barn, running shed, detached structure, landscaping, fence, wall, swimming pool, recreational facility, driveway, parking area, walkway, satellite dish, mailbox, utility service, or such other improvement or structure constructed or located upon all or any portion of the Development Property. It is intended that the definition of "Improvement" be broad in scope and is intended to encompass any man-made alteration of the condition of any portion of the Development Property.

Section 21. "Limited Common Elements" shall mean and refer to Common Elements and other fixtures lying partially within and partially outside the designated boundaries of a Unit, any portion thereof serving any Unit or Units to the exclusion of the other Units, the enjoyment, benefit and use of which is reserved exclusively to the Owner(s) of such Unit(s) pursuant to this Declaration, any Plat or Site Plan or otherwise designated as such by the Board of Directors. Without limiting

the generality of the foregoing, such Limited Common Elements include pipes, ducts, chutes, flues, wiring, conduit, walls, partitions, columns, utility meter, water heater, condensing units, HVAC equipment, shutters, awnings, window boxes, window frames and screens, door and door frames, window and door glass panes, doorsteps, stoops, as well as porches, patios, and balconies if any. As set forth in Tenn. Code Ann. § 66-27-102(12), Limited Common Elements located upon Private Elements shall be deemed Private Elements.

Section 22. "Lot" shall mean a portion of the Development Property, whether developed or undeveloped, intended for the development, use, and occupancy as a detached single family residence. The term shall include all portions of the Lot owned, including any structure thereon. A Lot shall include all easement rights appurtenant to such Lot as set forth herein or as shown on the final subdivision plat for the respective phase or section of The Crossing at Drakes Branch (the "Plat").

Section 23. "Member" shall mean and refer to, with respect to the Association, any Person(s) that shall be an Owner of a Lot or a Unit. An Owner of a Unit shall also be a Member of the Townhome Association.

Section 24. "Mortgage" shall mean and refer to a first lien mortgage, a deed of trust, a deed to secure debt, or any other form of security deed encumbering one (1) or more Lots or Units.

Section 25. "Mortgagee" shall mean and refer to any Person that is an institutional lender and that holds a bona fide Mortgage encumbering a Lot or Unit, which has notified the Association or Townhome Association, in writing, of its name and address, and that it holds a Mortgage with respect to a Lot(s) of Unit(s). The term "institutional lender" specifically includes a bank, savings and loan association, a mortgage lending company, an insurance company, and the Federal National Mortgage Association or similar agency.

Section 26. "Mortgagor" shall mean and refer to any Person who gives a Mortgage.

Section 27. "Owner" shall mean and refer to one (1) or more Persons or entities, including Declarant who holds fee simple title to any Lot or Unit, together with the Private Elements and Limited Common Elements appurtenant thereto, which is part of the Development Property, but excluding in all cases any party holding an interest merely as security for the performance of an obligation. If a Lot or Unit is sold under a recorded contract of sale and the contract specifically so provides, then the purchaser (rather than the fee owner) will be considered the Owner.

Section 28. "Person" means a natural person, a corporation, a limited liability company, a partnership, a trustee, a fiduciary, or other legal entity.

Section 29. "Plat" shall mean and refer to the plat(s) to be recorded in the Register's Office for Davidson County, Tennessee subdividing the Property into Lots and reflecting thereon the common areas, utility easements, and other matters normally shown on subdivision plats.

Section 30. "Private Element" shall mean and refer to the lot area upon which a Unit is located and the improvements located thereon as bound by the exterior finished surfaces of each Unit and the center of any foundation, wall or roof that is common to two Units, as further depicted on Exhibit "B-2" attached hereto and made a part hereof, exclusive of any Common Elements located thereon. Exclusive ownership and use of the Private Elements for each Unit is reserved to such Unit. As set forth in Tenn. Code Ann. § 66-27-102(12), Limited Common Elements located upon Private Elements shall be deemed to be Private Elements.

Section 31. "Properties" shall mean and refer to the real property described in Exhibit "A" attached hereto, together with such additional property as is hereafter subjected to this Declaration by Supplemental Declaration.

Section 32. "SDH" shall mean and refer to SDH Nashville, LLC, a Georgia limited liability company, and its successors and assigns.

Section 33. "Site Plan" shall mean and refer to the diagram, plan, survey, or plat of the Townhome Property presently submitted as well as any other diagrams, plans, surveys, or plats as may be subjected to this Declaration and the provisions of the act, which show the number, area and location of each Unit and other data necessary for their identification. The current site Plan for The Crossing at Drakes Branch Townhomes, as may be amended from time to time, is attached hereto as Exhibit "B-2", and made a part hereof. No dedication to the public is intended by recording any Site Plan with this Declaration, except as otherwise provided by Declarant.

Section 34. "Special Assessments" shall mean and refer to Assessments levied in accordance with Article X, Section 4 of this Declaration.

Section 35. "Supplemental Declaration" shall mean an amendment or supplement to this Declaration which subjects additional property to this Declaration or imposes, expressly or by reference, additional restrictions and obligations on the land described therein, or both.

Section 36. "Townhome Assessments" shall mean and refer to Assessments levied in accordance with Article X, Section 3 of this Declaration

Section 37. "Townhome Association" shall mean and refer to The Crossing at Drakes Branch Townhome Owners Association, Inc., a Tennessee non-profit corporation, its successors and assigns. The Townhome Association shall be a sub-association of the Association and shall be subject to the Documents of the Association. Any conflict between the Documents of the Association and any Townhome Association document shall be resolved in favor of the governing Documents of the Association. Each Owner of a Unit shall be a Member and co-owner of the Townhome Association in addition to being a Member of the Association.

Section 38. "Townhome Board" shall be the elected governing body of the Townhome Association having its normal meaning under Tennessee corporate law.

Section 39. "Townhome Building" shall mean and refer to any one or all of the building(s) located on the Townhome Property as further set forth and described on the Site Plan for the Townhome Property attached hereto as Exhibit "B-2" and forming a part of the Townhome Property and each containing Units.

Section 40. "Townhome Property" shall mean and refer to the real property shown and described on Exhibit "B-1" and Exhibit "B-2" attached hereto and made a part hereof, as may be amended from time to time for purposes of annexing additional property.

Section 41. "Units" shall mean and refer to the individually numbered portion of any Building, designed and built for use and occupancy as a residence and intended for independent ownership, which is not owned in common with any other Owner. The boundaries of each Unit shall be the interior unfinished surfaces of the structural materials and Improvements (e.g. flooring, ceiling, and walls) enclosing such living space on the Development Property. Any Unit may be jointly

or commonly owned by more than one Person.

Section 42. "Unit Pad" shall mean and refer to the area of the Development Property upon which a Unit comprising a Building is shown on the Site Plan. Any Unit Pad(s) to be conveyed to Builder(s) for the construction of Units thereon shall not be conveyed separately from all other Unit Pads comprising any Building. Except as otherwise provided herein, Unit Pads, whether developed or to be developed as shown and further depicted (as future phase or otherwise) on Exhibit "B-2", as may be amended from time to time, shall constitute and/or be considered a "Unit" for the purposes of calculating the total number of Units comprising the Development Property, Membership and co-ownership of the Association and Townhome Association, voting, and Assessments.

Article II
Property Subject to Declaration; Property Rights

Section 1. Property Subject to Declaration. Declarant, for itself and its heirs, legal and personal representatives, successors, and assigns, hereby declares that the property located in Nashville, Davidson County, Tennessee, as is more particularly described and shown on Exhibit "A" attached hereto and made a part hereof, together with any future phases, shall be owned, held, transferred, leased, used, occupied, maintained, altered, and improved subject to the covenants, conditions, restrictions, assessments, limitations, reservations, exceptions, equitable servitudes, and other provisions set forth in this Declaration. The covenants and restrictions contained herein constitute covenants running with the land and shall be binding upon and shall inure to the benefit of all parties now owning or hereafter having or acquiring any right, title, or interest in any Lot or Unit within the Development Property or any portion thereof. Every Person hereafter acquiring such property, by acceptance of a deed thereto, shall accept such interest subject to the terms and conditions of this Declaration and the Documents, and by acceptance of same shall be deemed to have consented to any be bound by the terms, conditions, and covenants of this Declaration and the Documents.

Section 2. Purpose of Declaration. This Declaration is executed: (a) in furtherance of a common and general plan for the Development Property, the Townhome Property and for those other parcels of land which may hereafter become part of the Development Property; (b) to protect and enhance the quality, value, desirability, and attractiveness of all land which is or becomes part of the Development Property and Townhome Property; (c) to establish associations to hold, maintain, care for, and manage the Development Property and Townhome Property and to perform functions for the benefit of owners thereof; (d) to define the duties, powers, and rights of the Association and Townhome Association, as applicable; and (e) to define certain duties, powers, and rights of Owners within the Development Property and Townhome Property.

Section 3. Purpose of Declaration – Townhome Property.

a. Establishment. Declarant hereby submits and subjects the Townhome Property to the provisions of the Horizontal Property Act of the State of Tennessee codified at Tenn. Code Ann. § 66-27-101 through 123 and this Declaration, and hereby establishes a Townhome Planned Unit Development to be known as The Crossing at Drakes Branch Townhomes pursuant to Tenn. Code Ann. § 66-27-103(b), and hereby declares that the Townhome Property shall be held, sold and enjoyed subject to the easements, assessments, restrictions, covenants, and conditions of this Declaration, which are for the purpose of protecting the value and desirability of the Townhome Property, which is within and part of the Development Property and which shall run with the land and be binding upon

and inure to the benefit of all parties now or hereafter having any right, title, or interest in the Townhome Property or any part thereof. Pursuant to the requirements of Tenn. Code Ann. § 66-27-103(b), an attorney opinion letter has been attached hereto as Exhibit "E".

b. Site Plan. The Site Plan attached hereto as Exhibit "B-2" and incorporated herein sets forth the numbers, areas and location of each Unit, the Private Elements appurtenant thereto, as well as any other data necessary for their identification as required by the Act.

c. Units. Each Unit is numbered as shown on the Site Plan and the legal description of each Unit shall consist of the identifying number or symbol of each Unit and its Private Elements as shown and further described on the Site Plan attached hereto as Exhibit "B-2". Every deed, lease, Mortgage, deed of trust or other instrument shall legally describe a Unit by its identifying number as shown on the Site Plan and every description shall be deemed good and sufficient for all purposes, as provided in the Act. Except as provided by the Act, no Owner shall by deed, plan, court decree or otherwise, subdivide or in any other manner cause his Unit or its Private Elements to be separated into any tracts or parcels different from the whole Unit and its Private Elements as shown on the Site Plan. The total number of Units contained within the horizontal property regime established hereby may be increased or decreased as a result of the exercise by Declarant of its right to do so; provided, however, that nothing contained herein shall be deemed to obligate the Declarant to so increase or decrease the total number of Units, or be a warranty or representation that Declarant shall do so, such right being at Declarant's sole and absolute discretion.

Section 4. Property Rights. Every Owner shall have a right and easement of enjoyment in and to the Common Area, subject to this Declaration as it may be amended from time to time and to any restrictions or limitations contained in any deed conveying such property to the Association. Any Owner may delegate his or her right of enjoyment to the members of his or her family, tenants and social invitees, as applicable, subject to reasonable regulation by the Board and in accordance with procedures it may adopt. An Owner who leases his or her Lot or Unit shall be deemed to have delegated all such rights to the Owner's lessee.

Declarant reserves the right to amend this Declaration unilaterally at any time, without prior notice and without the consent of any Person, for the purpose of removing certain portions of property within the Development Property then owned by the Declarant or its affiliates or the Association or Townhome Association from the provisions of this Declaration to the extent originally included in error or as a result of any changes whatsoever in the plans for The Crossing at Drakes Branch desired to be effectuated by the Declarant. To the extent that any property to be removed from the Development Property is owned by a Person other than Declarant, such Person's consent must be obtained to said removal, as evidenced by such Person's signature affixed to the Declaration amendment.

Article III
Membership and Voting Rights

Section 1. Membership. Each Owner of a Lot shall be a Member of the Association and each Owner of a Unit shall be a Member of the Association and a Member and co-owner of the Townhome Association.

No Owner, whether one (1) or more Persons, shall have more than one (1) membership per Lot or Unit owned. In the event the Owner of a Lot or Unit is more than one (1) Person, votes and

rights of use and enjoyment shall be as provided herein. The rights and privileges of membership may be exercised by a Member or the Member's spouse, subject to the provisions of this Declaration and the Bylaws. The membership rights of a Lot or Unit owned by a corporation, limited liability company, or partnership shall be exercised by the individual designated by the Owner in a written instrument provided to the Secretary, subject to the provisions of this Declaration and the Bylaws.

Notwithstanding the foregoing, Declarant may at any time assign, pledge, hypothecate or alienate its membership, but any transfer by Declarant of title to a Lot or Unit shall automatically transfer the membership in the Association and membership and co-ownership in the Townhome Association, if applicable, appurtenant thereto, free and clear from such assignment.

Section 2. Voting. The Association and Townhome Association shall each have two (2) classes of membership, Class "A" and Class "B", as follows

(a) Class "A". Class "A" Members shall be all Owners with the exception of the Class "B" Members, if any.

Class "A" Members shall be entitled to one (1) equal vote for each Lot or Unit in which they hold the interest required for membership under Section 1 hereof; there shall be only one (1) vote per Lot or Unit.

In any situation in which more than one (1) Person holds the interest in a Lot or Unit required for membership, the vote for such Lot or Unit shall be exercised as those Persons determine among themselves and advise the Secretary of the Association, or Townhome Association as applicable, in writing prior to any meeting. In the absence of such advice, the Lot or Unit's vote shall be suspended if more than one (1) Person seeks to exercise it.

(b) Class "B". The Class "B" Members shall be the Declarant and any successor of Declarant who takes title for the purpose of development and sale and who is designated as such in a recorded instrument executed by Declarant or its successor. During the Class "B" Control Period, the Class "B" Members shall originally be entitled to one (1) equal vote for each Lot or Unit in which they hold the interest required for membership under Section 1 hereof plus for each vote outstanding in favor of any other person or entity, the Class "B" Members shall have four (4) additional votes until the expiration or termination of the Class "B" Control Period. The rights of the Class "B" Members, including the right to approve actions taken under this Declaration and the Bylaws, are specified elsewhere in the Declaration and the Bylaws. The Class "B" Members shall be entitled to, in their sole discretion, appoint the members of the Board of the Association and the Townhome Board during the Class "B" Control Period, subject only to the Bylaws. The Class "B" Control Period shall terminate, and the Class "B" membership shall terminate and become converted to Class "A" membership upon the earlier occurrence of:

(i) six (6) months following the date on which one hundred percent (100%) of the Lots and Units with respect to all phases of The Crossing at Drakes Branch have been conveyed to Owners other than the Declarant or Builders; or

(ii) twenty (20) years after the date on which the first Lot or Unit has been conveyed to an Owner other than the Declarant or Builders; or

(iii) when, in their sole discretion, the Class "B" Members so determines.

From the happening of this event, the Class "B" Members shall be deemed to be Class "A" Members entitled to one vote for each Lot or Unit in which it holds the interest required for membership under Section 1 hereof. At such time, the Declarant shall call a meeting, as provided in the Bylaws for special meetings, to advise the membership of the termination of Class "B" status.

Notwithstanding any provisions to the contrary contained in this Declaration or the Bylaws, during the Class "B" Control Period, any action, policy or program of the Association or Townhome Association, as applicable, requiring approval by the vote of the Members of the Association or Townhome Association, as applicable shall not be taken or adopted until also approved in writing by the Class "B" Members.

Article IV
Maintenance

Section 1. Association's Responsibility.

The Association shall repair, replace, maintain and keep in good repair the Common Areas in perpetuity, as further described in Article IX, Section 1 herein, with such maintenance to be funded as hereinafter provided, subject to any insurance then in effect. Maintenance may also include such portions of any additional property included within the Development Property as may be dictated by this Declaration, or by a contract or agreement for maintenance thereof by the Association. Except as otherwise specifically provided herein, all costs associated with the maintenance, repair and replacement of Common Areas shall be a Common Expense to be allocated among all Lots and Units as part of the Base Assessment.

The Association may maintain property which it does not own, including, without limitation, property dedicated to the public, if the Board of Directors determines that such maintenance is necessary or desirable to maintain the Community-Wide Standard.

The Association shall not be liable for any damage, including personal injury or property damage, caused by or stemming from the Association's failure to maintain or repair, or properly maintain or repair, any item for which it has the maintenance and or repair obligation as set forth herein.

Section 2. Townhome Association's Responsibility. Except as otherwise provided herein, maintenance of repairs to and replacements within the Common Elements shall be the responsibility of and shall be furnished by the Townhome Association, the cost of which shall be part of the Townhome Assessment assessed to and paid by the Unit Owners benefitted thereby. In addition, the Townhome Association shall repair, replace, maintain, and keep in good repair the lawns and landscaping within the Private Elements. Notwithstanding the foregoing, in the event a Unit Owner's lawn is enclosed by a fence or landscaping is installed by a Unit Owner within the Private Elements, then the enclosed lawn or installed landscaping shall thereby be considered a "Limited Common Element" and the Unit Owner shall thereafter be responsible for the maintenance of the enclosed lawn or the installed landscaping. In this event, maintenance of the enclosed lawn or the installed landscaping shall no longer be the responsibility of the Townhome Association.

Notwithstanding the foregoing, if the need for exterior maintenance and repair by the Townhome Association as required by this paragraph is caused by the willful or negligent conduct or act a Unit Owner, his/her family, guest, invitees, or other Persons using or occupying his/her Unit with his/her express or implied permission, the cost of such repair or maintenance shall be assessed

against such Unit Owner and shall be due and payable thirty (30) days from the date of notice thereof, such Assessment to be collected and enforced as provided in Article X of this Declaration. Such Assessment shall not require the approval of any of the Members; provided, however, that any Unit Owner against which any such assessment is levied shall be entitled to notice, a hearing, and an opportunity to perform, or cause to be performed, the corrective work required, as provided by Article X, Section 4 hereof, prior to an Assessment being levied against such Unit Owner in accordance with the provisions of this paragraph. For the sole purpose of performing the exterior maintenance upon each Unit required by this Section 2, the duly authorized employees, contractors, sub-contractors, or agents of the Townhome Association shall have the right, after reasonable notice to the Unit Owner, to enter upon any Unit and related Private Elements at reasonable hours of any day except Sunday. Moreover, if, during the course of performing the maintenance of a Unit or Private Elements, the Townhome Association discovers that maintenance, repair or replacement is required of an item which is the Unit Owner's responsibility, and such maintenance, repair or replacement must be performed for the Townhome Association to properly complete its maintenance project, then the Townhome Association may perform such work on behalf of the Unit Owner and at the Unit Owner's expense without prior notice to the Unit Owner.

In addition, the duly authorized employees, contractors, or agents of the Townhome Association shall have the right to enter in or upon any Unit and related Private Element, without notice to the Owner thereof, when, in the judgment of the Townhome Association, acting through the Townhome Board, such entrance is necessary to prevent damage to such Unit or surrounding Units or Common Areas by fire, criminal act, natural disaster, or other similar emergency.

Section 3. Owner's Responsibility.

(a) Except as otherwise provided below with respect to Units, each Owner shall maintain his or her Lot, as well as the Improvements located on the Lot in a manner consistent with the Community-Wide Standard and all applicable provisions of the Documents, unless such maintenance responsibility is otherwise assumed by or assigned to the Association.

(b) With respect to Units, each Owner, at his own expense, shall furnish and be responsible for all maintenance of, repairs to and replacements within his Unit, as well as to the Private Elements and Limited Common Elements appurtenant to his Unit, except as otherwise provided herein.

(c) If the Board or Townhome Board, as applicable, determines that any Owner has failed or refused to properly maintain and keep in good repair and free of debris and rubbish, the Owner's Lot or Unit, and otherwise generally perform his or her maintenance responsibility, then the Association or Townhome Association, if applicable, shall give the Owner written notice of the Owner's failure or refusal and of the Association or Townhome Association's right to provide necessary maintenance, repair, or replacement at the Owner's cost and expense. Unless the Board or Townhome Board, as applicable, determines that an emergency exists, the Owner shall have ten (10) days within which to complete maintenance or repair, or if the maintenance or repair is not capable of completion within such time period, to commence replacement or repair within ten (10) days and diligently pursue such maintenance or repair to completion. If the Board or Townhome Board determines that: (i) an emergency exists or (ii) that an Owner has not complied with the demand given by the Association or Townhome Association, as herein provided, then, the Association or Townhome Association, as applicable, may perform such maintenance, repair, or replacement and assess all costs and expenses incurred by the Association or Townhome Association against the Lot or Unit and the Owner thereof, in

accordance with Article X, Section 4 of this Declaration, which assessment shall be a lien against said Lot or Unit and Owner. If, during the course of performing the maintenance of an Owner's Lot or Unit, the Association or Townhome Association, if applicable, discovers that maintenance, repair or replacement is required of an item which is the Owner's responsibility, and such maintenance, repair or replacement must be performed for the Association or Townhome Association to properly complete its maintenance project, then the Association or Townhome Association, if applicable, may perform such work on behalf of the Owner and at Owner's expense without prior notice to the Owner. The Board or Townhome Board, as applicable, may alternatively enforce this Section through monetary fines against the Lot or Unit and each day the maintenance, repair, or replacement is not completed shall constitute a separate violation for which fines may be assessed on a daily basis.

Article V
Insurance and Casualty Losses

Section 1. Insurance. The Association's Board of Directors, or its duly authorized agent, shall have the authority to and shall obtain blanket all-risk insurance, if reasonably available, for all insurable improvements on the Common Area. If blanket all-risk coverage is not reasonably available, then at a minimum an insurance policy providing fire and extended coverage shall be obtained, including coverage for vandalism and malicious mischief. Insurance shall be in an amount sufficient to cover one hundred (100%) percent of the replacement cost of any repair or reconstruction of said improvements in the event of damage or destruction from any insured hazard.

The Board shall also obtain a public liability policy covering the Common Area, the Association and its Members for all damage or injury caused by the negligence of the Association or any of its Members or agents related to the Common Areas. The public liability policy shall have at least a One Million ($1,000,000.00) Dollar occurrence, a Two Million ($2,000,000.00) Dollar aggregate limit per policy. If reasonably available, a Two Million ($2,000,000.00) Dollar umbrella limit shall be purchased.

Premiums for all insurance shall be Common Expenses of the Association and shall be included in the Base Assessment, as defined in Article 1 and as more particularly described in Article X, Section 1. The policy may contain a reasonable deductible. The deductible shall be paid by the party who would be liable for the loss or repair in the absence of insurance and in the event of multiple parties shall be allocated in relation to the amount each party's loss bears to the total.

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

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

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

(c) Exclusive authority to adjust losses under policies obtained by the Association on the Development Property shall be vested in the Association's Board of Directors; provided, however, no

Mortgagee having an interest in such losses may be prohibited from participating in the settlement negotiations, if any, related thereto.

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

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

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

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

(iii) that the Association will be given at least thirty (30) days' prior written notice of any cancellation or non-renewal.

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

Section 2. Individual Insurance.

(a) Lot Owners. Each Owner covenants and agrees with all other Owners and with the Association that each Owner shall carry blanket all-risk casualty insurance on the Lot Improvements, meeting the same requirements as set forth in Section 1 of this Article V for insurance on the Common Area. In addition, each Owner shall carry liability insurance covering the Owner's Lot and Improvements built thereon, for all damage or injury, including bodily injury, death, and property damage, arising from any condition or occurrence on the Owner's Lot or in any Improvements built thereon. The Board shall upon request make available for review by Owners a copy of the Association's insurance policies to allow Owners to assess their personal insurance needs. Each Builder (other than the Declarant) shall, in addition to the other insurance requirements set forth herein, carry liability insurance with coverage limits reasonably satisfactory to Declarant and the Association for all damage or injury, including bodily injury, death and property damage, arising from the exercise of the Builder Construction Easement granted by Declarant in Article XVII, Section 2. Prior to exercising any rights granted pursuant to said Builder Construction Easement, each Builder shall deliver to the Declarant and the Association a certificate of insurance (i) evidencing that the aforementioned insurance coverage has been obtained and (ii) naming the Declarant and the Association as Additional Insureds.

Each Owner further covenants and agrees that in the event of a partial loss or damage and destruction resulting in less than total destruction of the Unit and other improvements located upon said Owner's Lot, the Owner shall proceed promptly to repair or to reconstruct the damaged

structure in a manner consistent with the original construction or such other plans and specifications as are approved in accordance with Article XI of this Declaration. The Owner shall pay any costs of repair or reconstruction which is not covered by insurance proceeds. In the event that the structure is totally destroyed the Owner may decide not to rebuild or to reconstruct, in which case the Owner shall clear the Lot of all debris and return it to substantially the natural state in which it existed prior to the beginning of construction and thereafter the Owner shall continue to maintain the Lot in a neat and attractive condition consistent with the Community-Wide Standard. The provisions of this paragraph shall not apply to the Units.

(b) Units. Each Unit Owner shall be responsible for obtaining insurance for that Owner's Unit and Private Elements, the ownership, possession, enjoyment, benefit, and use of which are reserved exclusively to such Owner against loss or damage by fire, vandalism, malicious mischief, and such other hazards as are covered under standard extended coverage provisions for the full insurance replacement costs of the Unit including replacement of any fixtures, cabinets, appliances, flooring, improvements installed or supplied by the Owners, or their tenants, or personal property of the Owners, or their tenants, guests, and invitees located within said Units or upon the Unit Pads. In addition, each Owner shall be responsible for obtaining his own insurance insuring said Owner personally from liability in connection with the ownership, possession, use, and occupancy of his Unit and the Private Elements. In addition, each Owner shall carry liability insurance covering the Owner's Unit for all damage or injury, including bodily injury, death, and property damage, arising from any condition or occurrence on the Owner's Unit. Such insurance shall not be the responsibility of the Association nor the Townhome Association, and by acceptance of a deed to a Unit, each Unit Owner acknowledges that such insurance is and shall be the sole responsibility of said Unit Owner. Upon request by the Board of the Association or Townhome Association, as applicable, a Unit Owner shall deliver to the Board within ten (10) days a copy of the Certificate of Insurance covering such Owner's Unit. Each Builder (other than the Declarant) shall, in addition to the other insurance requirements set forth herein, carry liability insurance with coverage limits reasonably satisfactory to Declarant and the Townhome Association for all damage or injury, including bodily injury, death and property damage, arising from the exercise of the Builder Construction Easement granted by Declarant in Article XVII, Section 2. Prior to exercising any rights granted pursuant to said Builder Construction Easement, each Builder shall deliver to the Declarant and the Townhome Association a certificate of insurance (i) evidencing that the aforementioned insurance coverage has been obtained and (ii) naming the Declarant and the Townhome Association as Additional Insureds.

Section 3. Insurance for Townhome Property Common Elements. Notwithstanding any provisions to the contrary of Section 2 above, in addition to casualty insurance on the Common Area, the Townhome Association shall, as a Common Expense, obtain and continue in effect adequate blanket all-risk casualty insurance for the Common Elements (exclusive of the Units and the Private Elements appurtenant thereto), if reasonably available, and if not reasonably available, fire and extended coverage, in such form as the Townhome Board deems appropriate for one hundred (100%) percent of the replacement cost of the Townhome Property Common Elements. The deductible shall be a maintenance expense to be paid by the Person or Persons who would be liable for the loss or repair in the absence of insurance. If the loss affects more than one Unit, the cost of the deductible may be apportioned equitably by the Townhome Board among the parties suffering loss in proportion to each affected party's portion of the total cost of repair, or otherwise as the Townhome Board determines equitable. Notwithstanding the foregoing, if the insurance policy provides that the deductible will apply to each Unit separately or to each occurrence, each Owner shall be responsible for paying any deductible pertaining to his or her Unit. If any Owner fails to pay the deductible when required hereunder, then the Townhome

Association may pay the deductible and assess the cost to the Owner. Notwithstanding anything to the contrary herein, in the event of an insured loss under the Townhome Association's policy for which the Townhome Association receives from the insurer payment for a loss sustained by an Owner who is delinquent in the payment of any Assessment or charge owed to the Townhome Association, then the Townhome Association may retain and apply such proceeds to the delinquency. Any surplus remaining after application of the proceeds to any delinquency shall be paid by the Townhome Association to the affected Owner.

Section 4. Damage and Destruction.

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

(b) Any damage or destruction to the Common Area shall be repaired or reconstructed unless the Members representing at least eighty (80%) percent of the total vote of the Association, shall decide within sixty (60) days after the casualty not to repair or reconstruct. Any damage or destruction to the Townhome Property shall be promptly repaired or reconstructed unless the Members representing one hundred (100%) percent of the total vote of the Owners of the Units within each Townhome Building of connected damaged or destroyed Units, shall decide within sixty (60) days after the casualty not to repair or reconstruct. If for any reason either the amount of the insurance proceeds to be paid as a result of such damage or destruction, or reliable and detailed estimates of the cost of repair or reconstruction, or both, are not made available to the Association within said period, then the period shall be extended until such information shall be made available; provided, however, such extension shall not exceed sixty (60) days. In the event of substantial damage or destruction to a Unit(s), each Mortgagee shall be entitled to written notice of the damage, and nothing in the documents provided shall be construed to afford a priority to any Owner with respect to the distribution of proceeds to any such Unit. No Mortgagee shall have the right to participate in the determination of whether the damage or destruction to Common Area shall be repaired or reconstructed.

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

(d) Notwithstanding any provision in the Documents to the contrary, if the damage or destruction to the Common Area is to be repaired or reconstructed, and such insurance proceeds are not sufficient to defray the cost thereof, the Board of Directors shall, without the necessity of a vote of the Members, levy a Special Assessment against all Owners on the same basis as provided for Base Assessments. Additional Assessments may be made in like manner at any time during or following the completion of any repair or reconstruction.

(e) If, after a fire or other casualty causing damage to the Townhome Property, the

proceeds of the insurance are not sufficient to defray the estimated costs of reconstruction and repair, as determined by the Townhome Board, or if at any time during the reconstruction and repair or upon completion of reconstruction and repair the funds for the payment of the costs thereof are insufficient, the additional costs shall be assessed against the Owners of the Units damaged in proportion to the damage suffered. If there are surplus funds after repair and reconstruction is completed, such funds shall be common funds of the Townhome Association to be used as directed by the Townhome Board. Any such reconstruction or repair shall be substantially in accordance with the plans and specifications under which the Development was originally constructed, except where changes are necessary to comply with current applicable building codes or where improvements not in accordance with the original plans and specifications as approved by the Townhome Board. To the extent insurance proceeds are available, the Townhome Association may reconstruct or repair Owner improvements damaged as a result of fire or other casualty.

(f) Encroachments upon or in favor of Lots which may be created as a result of such reconstruction or repair shall not constitute a claim or basis for any proceeding or action by the Owner upon whose Lot such encroachment exists, provided that such reconstruction was substantially in accordance with the architectural plans under which the Development Property was originally constructed. Such encroachment shall be allowed to continue in existence for so long as the reconstructed structure shall stand.

Section 5. Disbursement of Proceeds. If the damage or destruction for which the proceeds of insurance policies are paid is to be repaired or reconstructed, the proceeds, or such portion thereof as may be required for such purpose, shall be disbursed in payment of such repairs or reconstruction as herein provided. Any proceeds remaining after defraying such costs of repair or reconstruction to the Common Area or Common Elements, as applicable, shall be retained by and for the benefit of the Association or Townhome Association, as applicable, and placed in a capital improvements account. In the event no repair or reconstruction is made to any portion of the Common Area and/or Common Elements, any proceeds remaining, after making such settlement as is necessary with the Mortgagee, shall be retained by and for the benefit of the Association or Townhome Association, as applicable, and placed in a capital improvements account. In the event no repair or reconstruction is made to any Lot or Unit, any proceeds remaining, after making such settlement as is necessary with the Mortgagee, shall be paid to the respective Owner(s).

Section 6. Construction Fund. The net proceeds of the insurance collected on account of a casualty and the funds collected by the Association or Townhome Association, as applicable, from Assessments against Owners on account of such casualty shall constitute a construction fund which shall be disbursed in payment of the cost of reconstruction and repair as set forth in this Article to be disbursed by the Association or Townhome Association, as applicable, in appropriate progress payments to such contractor(s), supplier(s), and personnel performing the work or supplying materials or services for the repair and reconstruction designated by the Board or Townhome Board, as applicable.

Article VI
No Partition

Except as is permitted in the Declaration or amendments thereto, there shall be no partition of the Common Area or any part thereof, nor shall any Person acquiring any interest in the Development Property or any part thereof seek any judicial partition unless the Development Property has been removed from the provisions of this Declaration. This Article shall not be

construed to prohibit the Board of Directors from acquiring and disposing of tangible personal property nor from acquiring title to real property which may or may not be subject to this Declaration.

Article VII
Condemnation

Section 1. Common Areas. Whenever all or any part of the Common Area shall be taken (or conveyed in lieu of and under threat of condemnation by the Board acting on the written direction of Members representing at least two-thirds (2/3) of the total Association vote and the Declarant, as long as the Declarant owns any property subjected to and encumbered by this Declaration) by any authority having the power of condemnation or eminent domain, each Owner shall be entitled to notice thereof. The award made for such taking shall be payable to the Association as trustee for all Owners to be disbursed as follows:

If the taking involves a portion of the Common Area on which improvements have been constructed, then, unless within sixty (60) days after such taking the Declarant, so long as the Declarant owns any property described in Exhibit "A" or seventy-five (75%) percent of the total vote of the Association shall otherwise agree, the Association shall restore or replace such improvements so taken on the remaining land included in the Common Area to the extent lands are available therefore, in accordance with plans approved by the Board of Directors of the Association. If such improvements are to be repaired or restored, the above provisions in Article V hereof regarding the disbursement of funds in respect to casualty damage or destruction which is to be repaired shall apply. If the taking does not involve any improvements on the Common Area, or if there is a decision made not to repair or restore, or if there are net funds remaining after such restoration or replacement is completed, then such award or net funds shall be disbursed to the Association and used for such purposes as the Board of Directors of the Association shall determine.

Section 2. Common Elements. If any Common Elements or interest therein are taken under exercise of power of eminent domain or by purchase under threat thereof, the award in condemnation or the price payable shall be paid to the Townhome Association, except to the extent payable to any other Person with an interest in such Common Elements. The Townhome Association, by and through the Townhome Board, shall have the exclusive right to participate in such condemnation proceedings as they pertain to the Common Elements and to represent the interest of all Unit Owners in such proceedings. Each Unit Owner hereby irrevocably appoints the Townhome Association, by and through the Townhome Board and any such duly appointed trustee as such Unit Owner's attorney-in-fact for such purposes. All condemnation compensation, damages or other net proceeds received by the Townhome Association shall be payable to the Townhome Board for and on behalf of the Townhome Association. The Townhome Board shall disburse the net proceeds of such award on a fair and reasonable basis to the Mortgagees directly affected by the condemnation and the balance to the Unit Owners directly affected thereby. The decisions of the Townhome Board as to the fairness and reasonableness shall be binding upon all parties, if such decision reasonably relates to the given facts.

Section 3. Units. If a Unit or Units are acquired by a taking in condemnation or by eminent domain so as to leave the Unit Owner(s) with a remnant which may not practically or lawfully be used for any purpose permitted by this Declaration, upon acquisition by the condemning authority, unless the decree provides otherwise, each affected Unit shall thereafter be a Common Element and the Townhome Assessment related thereto shall be automatically

reallocated to the remaining Units.

Article VIII
Annexation of Additional Property

Section 1. Annexation Without Approval of Class "A" Membership. As the owner thereof, or if not the owner, with the consent of the owner thereof, Declarant shall have the unilateral right, privilege, and option, from time to time at any time until the date that is twenty (20) years from the date on which the first Lot or Unit is conveyed to an Owner other than the Declarant or Builders (the "Declarant Annexation Period"), subject to the provisions of this Declaration and the jurisdiction of the Association, to annex any other real property not described on Exhibit "A" attached hereto and by reference made a part hereof to the provisions of this Declaration. Such annexation shall be accomplished by filing in the Register's Office of Davidson County, Tennessee, a Supplemental Declaration annexing such property. Such Supplemental Declaration shall not require the consent of Members, but shall require the consent of the owner thereof if such owner is not the Declarant. Any such annexation shall be effective upon the filing for record of such Supplemental Declaration unless otherwise provided therein. Declarant shall have the unilateral right to transfer to any other Person the said right, privilege, and option to annex additional property which is herein reserved to Declarant, provided that such transfer is memorialized in a written, recorded instrument executed by the Declarant.

Section 2. Annexation With Approval of Class "A" Membership. Subject to the consent of the owner thereof, the Association, after the expiration of the Declarant Annexation Period, may annex real property other than that described on Exhibit "A" to the provisions of this Declaration and the jurisdiction of the Association. Such annexation shall require (i) the affirmative vote of Members representing a majority of the Class "A" votes of the Association present at a meeting duly called for such purpose and (ii) the affirmative vote of the Declarant, so long as Declarant owns property subject to this Declaration or which may become subject hereto in accordance with Section 1 of this Article.

Annexation shall be accomplished by filing of record in the Register's Office of Davidson County, Tennessee, a Supplemental Declaration describing the property being annexed. Any such Supplemental Declaration shall be signed by: (i) the Declarant and/or by an officer of the Association, as applicable pursuant to Article XVIII, Section 2 herein, and (ii) by the owner of the property being annexed, if such owner is not the Declarant, and any such annexation shall be effective upon filing unless otherwise provided therein. The relevant provisions of the Bylaws dealing with regular or special meetings, as the case may be, shall apply to determine the time required for and the proper form of notice of any meeting called for the purpose of considering annexation of property pursuant to this Section 2 and to ascertain the presence of a quorum at such meeting.

Section 3. Acquisition of Additional Common Area. Declarant may convey to the Association additional real estate, improved or unimproved, located within the Development Property which upon conveyance or dedication to the Association shall be accepted by the Association and thereafter shall be maintained by the Association at its expense for the benefit of all its Members.

Section 4. Amendment. This Article shall not be amended without the prior written consent of Declarant during the Class "B" Control Period.

Article IX

Rights and Obligations of the Association

Section 1. Water and Other Utilities in Common Areas Only. The Association shall be responsible for acquiring, providing, and/or paying for, water, sewerage, garbage disposal, electrical, telephone, gas and other necessary utility services for the Common Areas and all utility services to enable the Association to maintain the Area of Common Responsibility

Section 2. Taxes and Assessments.

(a) Association. The Association shall be responsible for paying all real and personal property taxes and Assessments separately levied upon or assessed against the Development Property, Association and/or of the property owned by the Association. Such taxes and Assessments may be contested or compromised by the Association; provided that they are paid or a bond in an amount at least equal to the amount of such taxes and Assessments is posted prior to the sale or other disposition of any property to satisfy the payment of such taxes or Assessments.

(b) Townhome Association. The Townhome Association shall be responsible for paying all real and personal property taxes and Assessments separately levied upon or assessed against the Townhome Association and/or of the property owned by the Townhome Association.

Townhome Property real estate taxes shall be separately taxed to each Owner for his Unit and the Private Elements and Limited Common Elements appurtenant thereto. In the event that such taxes for any year are not separately taxed to each Owner, but rather are taxed on the Townhome Property as a whole, then each Owner shall pay his proportionate share thereof.

Townhome Property utility services for Units shall be separately metered, and all utility charges for the Units shall be assessed against and shall constitute the sole responsibility of the Owners thereof. In the event that such utility charges are not separately metered and charged to each Owner, but rather are charged on the Townhome Property as a whole, then each Owner shall pay his proportionate share thereof.

Section 3. Personal Property and Real Property for Common Use. The Association and Townhome Association, through action of its Board of Directors or Townhome Board, may acquire, hold, finance, pledge, encumber, and dispose of tangible and intangible personal property and real property. The Board or Townhome Board, acting on behalf of the Association or Townhome Association, as applicable, shall accept any real or personal property, leasehold, or other property interests within the Development Property conveyed to it by the Declarant.

Section 4. Enforcement in General.

(a) Enforcement of the standards as specified in this Declaration may be by any proceedings at law or in equity against any person or persons violating or attempting or threatening to violate a covenant or restriction, either to restrain a violation or to recover damages. In addition, the Association and Townhome Association may establish monetary fines as well as suspend voting rights and usage of the Common Areas for any violations of the restrictions and provisions set forth in the Documents. Any failure by the Declarant, the Association, Townhome Association, or Owner to enforce any restriction or other provisions herein contained shall in no event be deemed a waiver of the rights to do so

thereafter nor constitute an acquiescence in or an estoppel against enforcing any, actual or future, breaches or violations of these covenants and restrictions.

(b) In the event any cost or expenses including attorneys' fees and any costs of litigation, are incurred by the Declarant, Association or Townhome Association in connection with the action to correct or abate any violation or breach of the provisions hereof, the Lot or Unit Owner or any occupant thereof, shall pay any such costs or expenses, and provided that reasonable notice to the Owner of the subject Unit(s) or Lot(s) has been given, such cost and expenses shall be a lien against the Unit(s) or Lot(s) of such Owner and such charges shall be subject to the provisions for lien rights and collection as specified in Section 6 below. No such cost or expenses shall be a lien when the nonexistence of a violation or breach hereof has been established by a court of competent jurisdiction.

(c) Unless otherwise specified herein, the Association shall be responsible for enforcing the standards and restrictions specified in Article XI (Architectural Standards) and Article XII (Use Restrictions) of this Declaration.

Section 5. Covenant and Creation of the Lien of Personal Obligation for Court Ordered Violation in Section 4. The Declarant for each Unit or Lot owned by him within the Development Property hereby covenants and agrees, and each owner of any Unit or Lot by acceptance of a deed therefor whether or not it shall be so expressed in such deed as the conveyance shall be deemed to covenant and agree, to pay any court ordered violation cost and other costs or expenses incurred in Section 4 above, together with such interest thereon and cost of collection thereof, including attorneys' fees, as provided herein, and shall be a charge on the land and shall be a continuing lien upon the Unit(s) or Lot(s) against which each such obligation is made. Any such charge incurred in Section 4 above and this Section 5 shall also be the personal obligation of each Person who was an Owner of such property at the time of the violation.

Section 6. Rules and Regulations. The Association, through its Board of Directors, may make and enforce reasonable rules and regulations governing the use of the Development Property, which rules and regulations shall be consistent with the rights and duties established by this Declaration. In addition, the Townhome Association may adopt additional Rules and Regulations governing the use of the Townhome Property. Sanctions may include monetary fines, which if unpaid, shall constitute a lien on such Owner's Lot or Unit subject to enforcement as provided under Article X hereunder, as well as suspension of the right to vote. The Board or Townhome Board, as applicable, shall, in addition, have the power to seek relief in any court for violations or to abate nuisances. Such rules and regulations, as amended, shall be binding upon all Owners and occupants until and unless overruled, cancelled or modified in a regular or special meeting of the Association or Townhome Association, as applicable, by the vote of Members representing a Majority of the total Class "A" votes and with the consent of the Class "B" Members, so long as such membership shall exist.

In case of conflicts between the provisions of the Association's Rules and Regulations and the Townhome Association's Rules and Regulations, the stricter provision shall control.

The Association or Townhome Association, acting through the Board or Townhome Board, as applicable, by contract or other agreement, shall have the right to enforce county ordinances or permit Davidson County, Tennessee, to enforce ordinances on the Development Property for the benefit of the Association and its Members.

Section 7. Implied Rights. The Association or Townhome Association may exercise any other right or privilege given to it expressly by this Declaration or the Bylaws, and every other right

or privilege reasonably to be implied from the existence of any right or privilege given to it herein or reasonably necessary to effectuate any such right or privilege, including, but not limited to:

(a) imposing monetary fines and suspending use and voting privileges;

(b) granting permits and licenses, utility easements and other easements, permits or licenses under, through or over the Common Areas or Common Elements, as applicable;

(c) sell, transfer or convey portions of the Common Area or Common Elements, as applicable, but only upon approval of sixty-seven percent (67%) of the total eligible votes of the Members of the Association or Townhome Association, as applicable.

Article X
Assessments

Section 1. Creation of Assessments. There are hereby created Assessments for Association and Townhome Association expenses as may from time to time specifically be authorized by the Board of Directors and Townhome Board to be commenced at the time and in the manner set forth in Section 7 of this Article. There shall be three (3) types of Assessments: (a) Base Assessments to fund Common Expenses for the benefit of all Members of the Association as described in Section 2 below; (b) Townhome Assessments as described in Section 3 below; and (c) Special Assessments as described in Section 4 below.

Assessments shall be paid in such manner and on such dates as may be fixed by the Board of Directors or Townhome Board, as applicable, which may include, without limitation, acceleration of the annual Base Assessment or Townhome Assessments for delinquents, including Owners delinquent in the payment of fines imposed in accordance with Article IX, Section 5 of this Declaration as well as Article III, Section 21, of the Bylaws. Unless the Board or Townhome Board otherwise provides, the Base Assessment and Townhome Assessments shall be paid in monthly installments.

No Owner, except for the Declarant and any Builder as discussed in Section 11 below, may waive or otherwise exempt himself from liability for the Assessments provided for herein, including, by way of illustration and not limitation, by non-use of Common Areas, or Common Elements, or abandonment of the Unit or Lot. The obligation to pay Assessments is a separate and independent covenant on the part of each Owner, and each Owner, by acceptance of his or her deed or recorded contract of sale, is deemed to covenant and agree to pay these Assessments. No diminution or abatement of Assessment or set-off shall be claimed or allowed by reason of any alleged failure of the Association or Townhome Association to take some action or perform some function required to be taken or performed under this Declaration or the Bylaws, or for inconvenience or discomfort arising from the making of repairs or improvements which are the responsibility of the Association or Townhome Association, or from any action taken to comply with any law, ordinance, or with any order or directive of any municipal or other governmental authority.

Section 2. Base Assessments; Computation. Base Assessments shall be levied equally on all Lots and Units, except as otherwise provided under Section 10 below with respect to Common Area and Section 11 below with respect to Declarant and any Builders. It shall be the duty of the Board, at least sixty (60) days before the beginning of each fiscal year, to prepare a budget covering the estimated Common Expenses of the Association during the coming year. The budget may include a capital contribution establishing a reserve fund in accordance with a capital budget separately prepared. The

Base Assessment to be levied for the coming year against each Unit and Lot subject to Assessment shall be in such amount as reasonably determined by the Board to cover the budgeted Common Expenses for the coming year. The Board shall cause a copy of the Common Expense budget and notice of the amount of Base Assessment to be levied against each Lot or Unit for the following year to be delivered to each Owner at least thirty (30) days prior to the beginning of the fiscal year. Such budget and Assessment shall become effective unless disapproved at a meeting of the members by the vote of Members representing at least a majority of the total Class "A" vote in the Association, and by the Class "B" Member, if such exists. There shall be no obligation to call a meeting for the purpose of considering the budget except on petition of the Members as provided for special meetings in Article II, Section 4, of the Bylaws.

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

Section 3. Townhome Assessments for Units. In addition to the Base Assessments authorized in Section 2 above, the Townhome Association shall levy Townhome Assessments for Units to cover the cost of Townhome Property and Common Element maintenance, and any additional administrative costs incurred by the Townhome Association as a result of its maintenance and oversight activities on behalf of the Unit Owners. The Townhome Assessments shall be included in the budget prepared by the Townhome Association and delivered and subject to the same provisions pursuant to Section 2 above, with respect to the Association budget. All Unit Owners shall have full access to all amenities and Common Areas in The Crossing at Drakes Branch and shall pay regular Base Assessments to the Association in the same amount as other Owners in The Crossing at Drakes Branch and shall also pay the Townhome Assessments as discussed herein.

Section 4. Special Assessments. In addition to the other Assessments authorized in this Article, the Association may levy a Special Assessment or Special Assessments from time to time; provided, however, that such Assessment shall have the affirmative vote or written consent of Members representing at least fifty-one (51%) percent of the total vote in the Association and the written consent of the Class "B" Member, if such exists. Special Assessments shall be payable in such manner and at such times as determined by the Board, and may be payable in installments extending beyond the fiscal year in which the Special Assessment is approved, if the Board so determines.

The Board, or Townhome Board, as applicable, may also levy a Special Assessment against any Member, without the necessity of a vote of the Members, to reimburse the Association or Townhome Association, as applicable, for costs incurred in bringing a Member and his Lot or Unit into compliance with the provisions of the Documents, and any amendments thereto, and to pay the deductible provided in Article V, Section 1, which Special Assessment may be levied upon the vote of the Board or Townhome Board after notice to the Member and an opportunity for a hearing.

Section 5. Lien for Assessments; Power of Sale to Enforce Lien.

(a) For and in consideration of the privileges, protections, mutual enjoyment and use of the Common Elements and the Limited Common Elements, the assumption of the obligations of Owners set forth in this Declaration by grantees as required hereunder, the receipt of which is hereby acknowledged, and to secure the payment of Assessments, interest,

late charges and attorneys' fees as provided herein (hereinafter collectively referred to as the "Secured Charges"), a lien is expressly retained in favor of the Association or Townhome Association, as applicable, on each and every Owner's Lot or Unit and pro rata interest in the Common Areas.

(b) For the purpose of better and more effectually securing the Secured Charges, rendering unnecessary court proceedings for the enforcement of said lien in the event of the proceedings for the enforcement of said lien in the event of the nonpayment of the Secured Charges, and for the consideration of One Dollar ($1.00) paid in cash, receipt of which is acknowledged, the Owners, their respective heirs, successors, administrators, and assigns (hereinafter sometimes referred to, collectively, as "Trustors" and individually as "Trustor") hereby transfer and convey unto Jeremy H. Cherry, Trustee, of Williamson County, Tennessee, his successors and assigns, their respective Lots or Units with the appurtenances, estates, titles and interests thereto belonging, upon the uses and trusts set forth in this Section 5.

(c) Each Trustor agrees (i) to pay the Secured Charges attributable to such Trustor's Lot or Unit when due, as provided in this Declaration; (ii) to pay, discharge, or remove, any and all liens (except a first mortgage or deed of trust) which may be hereafter placed against its Lot or Unit and which shall adversely affect the lien of this instrument or enforcement of the terms and provisions hereof; (iii) to comply with all of the terms and conditions of the Documents; and (iv) to pay upon demand of Trustee or the Association or Townhome Association, all the costs and expenses, together with reasonable attorneys' fees, of any court appearance or other proceedings required by Trustee, his successors or the Association or Townhome Association, to enforce any provision of this Declaration and Bylaws or any rule and regulation of the Association or Townhome Association. If any Trustor fails to do any of these things, then Trustee or the Association or Townhome Association may do any or all of those things, and the amounts so paid shall bear interest at the highest rate allowed under applicable law in effect from time to time from the date of payment and shall become a part of the Secured Charges secured hereby.

(d) If the Secured Charges with respect to any Lot or Unit are not paid promptly when due, then the Trustee, or his successor in trust, is hereby authorized and empowered, upon giving twenty (20) days' notice by three (3) publications in any newspaper, daily or weekly, published in Davidson County, Tennessee, to sell said Lot or Unit at the front door of the Court House in said County to the highest bidder for cash, at public outcry, free from the equity of redemption, the statutory right of redemption, homestead, dower and all exemptions of every kind, all of which are hereby expressly waived; and the Trustee, or his successor in trust, is authorized and empowered to execute and deliver a deed to the purchaser. The Association or Townhome Association, as applicable, may bid at any sale under this trust conveyance. The Association or Townhome Association may, at any time after default in the payment of any of the Secured Charges, enter and take possession of the Lot or Unit, and shall only account for the net rents actually received by it. It is further agreed that, in the event the Association or Townhome Association, as applicable, fails, before instructing Trustee to sell said Lot or Unit, as herein provided, to enter and take possession thereof, the purchaser shall be entitled to immediate possession thereof upon the delivery to him by the Trustee of a deed for said property. In case of sale hereunder, the proceeds shall be applied by the Trustee as follows:

(1) First, to the payment of all costs, charges and expenses of executing this conveyance and enforcing the lien herein provided, including reasonable attorneys' fees

and expenses incurred for instituting or defending any litigation which may arise on account of the execution of this conveyance, or the enforcement of said lien;

(2) Second, to the payment of all taxes which are due but unpaid with respect to such Lot or Unit;

(3) Third, to the payment of all unpaid Secured Charges with respect to such Lot or Unit;

(4) Fourth, the residue, if any, will be paid to the Owner of such Lot or Unit, its order, representatives or assigns;

(e) The Association or Townhome Association, acting on behalf of the Owners, shall have the power to bid for the Lot or Unit at foreclosure sale and to acquire and hold, lease, mortgage, and convey the same. During the period in which a Lot or Unit is owned by the Association or Townhome Association following foreclosure: (i) no right to vote shall be exercised on its behalf; (ii) no Assessment shall be assessed or levied on it; and (iii) each other Lot or Unit shall be charged, in addition to its usual Assessment, its equal pro rata share of the Assessment that would have been charged such Lot or Unit had it not been acquired by the Association or Townhome Association as a result of foreclosure. Suit to recover a money judgment for unpaid common expenses and attorneys' fees shall be maintainable without foreclosing or waiving the lien securing the same.

(f) In the case of the death, absence, inability, or refusal to act of the Trustee, or if the Board or Townhome Board, as applicable, so decides in its sole discretion, at any time when action under the foregoing power and trusts may be required or for any other reason, the Association or Townhome Association, as applicable, are hereby authorized and empowered to name and appoint a successor to the Trustee by an instrument in writing to be recorded in the Register's Office for Davidson County, Tennessee, and the title and rights herein conveyed to the above named Trustee shall be vested in said successor.

Section 6. Capital Budget and Contribution. The Board of Directors may annually prepare a capital budget to take into account the number and nature of replaceable assets, the expected life of each asset, and the expected repair or replacement cost. The Board may set the required capital contribution, if any, in an amount sufficient to permit meeting the projected capital needs of the Association, as shown on the capital budget, with respect both to amount and timing by Assessments over the period of the budget. The capital contribution required, if any, shall be fixed by the Board and included within the Base Assessment and/or Townhome Assessment, as applicable, and distributed with the budget, as provided in Section 2 of this Article.

Section 7. Date of Commencement of Assessments & Effect of Nonpayment of Assessments.

(a) Except as otherwise agreed to in writing by the Association, the Assessments provided for herein shall commence as to all Lots or Units upon conveyance of the first Lot or Unit to an Owner other than the Declarant or a Builder. Assessments shall be due and payable in a manner and on a schedule as the Board of Directors may provide. The first Assessments levied by the Association shall be adjudged according to the number of days remaining in the fiscal year at the time Assessments commence on the Lot or Unit.

(b) All Assessments, together with interest at a rate not to exceed ten (10%) percent or the highest rate allowed by Tennessee law as computed from the date the delinquency first

occurs, costs, and reasonable attorney's fees (including post-judgment attorneys' fees from a prior judgment, if any), shall be a charge on the Lot or Unit and shall be a continuing lien upon the Lot or Unit against which each Assessment is made. Each such Assessment, together with interest, costs, and reasonable attorney's fees, shall also be the personal obligation of the Person who was the Owner of such Lot or Unit at the time the Assessment arose, and his or her grantee shall be jointly and severally liable for such portion thereof as may be due and payable at the time of conveyance. No first Mortgagee who obtains title to a Lot or Unit pursuant to the remedies provided in the Mortgage shall be liable for unpaid Assessments which accrued prior to acquisition of title, unless otherwise provided under applicable laws.

(c) The Association or Townhome Association, as applicable, shall, within a reasonable time upon written request, furnish to any Owner, Mortgagee or Person having executed a contract for the purchase of a Lot, or a lender considering a loan to be secured by a Lot, a certificate in writing signed by an officer of the Association or Townhome Association setting forth the amount of Assessments due and unpaid, including any late charges, interest, fines or other charges against a Lot or Unit, if any. Such certificate shall be conclusive evidence of payment to the Association or Townhome Association of such Assessment therein stated to have been paid. The Association and Townhome Association may require the advance payment of a processing fee not to exceed Seventy-Five ($75.00) Dollars for the issuance of such certificate.

Section 8. Subordination of the Lien to First Mortgages. The lien of Assessments, including interest, late charges (subject to the limitations of Tennessee law), and costs (including attorney's fees) provided for herein, shall be subordinate to the lien of any first Mortgage upon any Lot or Unit. The sale or transfer of any Lot or Unit shall not affect the Assessment lien, except the sale or transfer of any Lot or Unit pursuant to judicial or non-judicial foreclosure of a first Mortgage, or by a deed in lieu of foreclosure, shall extinguish the lien of such Assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot or Unit from lien rights for any Assessments thereafter becoming due. Where the Mortgagee holding a first Mortgage of record or other purchaser of a Lot or Unit obtains title pursuant to remedies under the Mortgage, its successors and assigns shall not be liable for the share of the common expenses or Assessments by the Association and Townhome Association chargeable to such Lot or Unit which became due prior to the acquisition of title to such Lot or Unit by such acquirer. Such unpaid share of common expenses or Assessments may be deemed to be common expenses collectible from Owners of all the Lots and Units, including such acquirer, its successors and assigns.

Section 9. Capitalization of Association; Working Capital Fund. In conjunction with the acquisition of record title to any Lot or Unit by the purchaser thereof, other than the Declarant or a Builder, a contribution shall be made by or on behalf of the purchaser at the closing of the purchase of any Lot or Unit to the working capital of the Association in an amount as determined in the Board's discretion, but in any event, shall not be greater than an amount that is equal to the twice the annual Base Assessment per Lot or, for Units, no more than an amount that is equal to twice the annual Base Assessment per Unit plus twice the annual Townhome Assessment per Unit, as determined by the Board for the year in which the respective closing occurs. This amount shall not be considered an advance payment on the Base Assessment or Townhome Assessment and shall be deposited into the purchase and sales escrow and disbursed therefrom to the Association for use to cover capital and operating expenses, capital repairs or improvements, and other expenses incurred by the Association or Townhome Association, as applicable, pursuant to the terms of this Declaration and the Bylaws. Moreover, when control of the Association or Townhome Association is transferred from the Declarant to the Owners as provided in the Documents, said fund and any remaining proceeds thereof shall be transferred to the Association or Townhome Association, as applicable, to be used for the same aforementioned purposes.

Section 10. Exempt Property. Notwithstanding anything to the contrary herein, all Common Area and property dedicated or otherwise conveyed to and accepted by any governmental authority or public entity, shall be exempt from payment of Assessments.

Section 11. Obligation of Declarant and Builders for Assessments. With respect to any Lots Units owned by the Declarant, no Assessments shall be levied on such Lots and Unit until such Lots or Units are conveyed to a third-party purchaser that is not holding the property for development or construction of Units and other improvements thereon.

In addition, no Assessments shall be levied on Lots or Units owned by any other Builder until the date that the Lot or Unit is conveyed from such Builder to a third-party purchaser holding title to the Lot or Unit for purposes permitted herein other than the development and construction of a Unit and other improvements thereon.

Section 12. Transfer Fees. In conjunction with the acquisition of record title to a Lot or Unit by the purchaser thereof, other than the Declarant or any Builder, a reasonable contribution shall be made by or on behalf of the purchaser at the closing of the purchase of the Lot or Unit to the management company or Association or Townhome Association, as applicable, to cover certain administrative costs related to establishing the new Owner's account with the Association or Townhome Association.

Article XI
Architectural Standards

No Owner, occupant of an Owner's Lot or Unit, or any other Person, other than the Declarant and a Builder, may: (i) make any exterior change, alteration, modification, or construction on a Lot, Unit or its Private Elements; (ii) erect, place or post any thing or object which may affect the appearance of a Lot, Unit or its Private Elements; or (iii) change the grade or slope of a Lot or Unit Pad or Private Element without first obtaining the written approval of the Architectural Review Committee. Further, Unit Owners may not alter (increase or decrease) the size of the deck or patio of the Unit without the written approval of the Architectural Review Committee. The Board of Directors shall have the authority and standing, on behalf of the Association and Townhome Association, to enforce in courts of competent jurisdiction decisions of the Architectural Review Committee established in Section 1 of this Article XI. This Article may not be amended without the Declarant's written consent so long as the Declarant owns any land or Lot or Unit subject to this Declaration or subject to annexation to this Declaration.

The Declarant at the time of sale and/or the plat is recorded for each phase/section of The Crossing at Drakes Branch has the right to establish additional restrictions and/or design-standards with respect to the Units or improvements constructed upon the Lots in that particular phase/section of The Crossing at Drakes Branch.

Section 1. Architectural Review Committee. The Architectural Review Committee ("ARC") shall have exclusive jurisdiction over all original construction on any portion of the Development Property as well as modifications, additions, or alterations made on or to existing Common Elements, Units, Private Elements, Lots or structures and improvements thereon, as well as the Common Areas. The ARC shall prepare and, on behalf of the Board of Directors, shall promulgate design and development guidelines and application and review procedures (the "Architectural Guidelines"). Any amendments to the Architectural Guidelines shall be prospective only and shall not apply to require modifications to or removal of structures previously approved once the approved construction or modification has commenced. Copies shall be available from

the ARC for review. The Architectural Guidelines shall be those of the Association and Townhome Association, and the ARC shall have sole and full authority to prepare and to amend the Architectural Guidelines). A copy of the Architectural Guidelines, as well as any amendment, supplement, or modification thereto, shall be provided to all Owners, including any Builders, and developers who seek to engage in development of or construction upon all or any portion of the Development Property, and such Owners, Builders and developers shall conduct their operations strictly in accordance therewith.

Until one hundred percent (100%) of the Lots and Units with respect to all phases as shown on the master plan of the Development Property, as may be revised or amended from time to time, have been developed and conveyed to purchasers in the normal course of development and sale, the Declarant retains the right to appoint all members of the ARC, which shall consist of at least three (3), but no more than five (5), persons. One member of the ARC shall be appointed by SDH, so long as SDH owns a Lot or Unit within the Development Property. There shall be no surrender of this right prior to that time except in a written instrument in recordable form executed by Declarant. Upon the expiration of such right, the Board of Directors shall appoint the members of the ARC.

In addition to the foregoing, plans and specifications showing the nature, kind, shape, color, size, materials, and location of any initial construction, modifications, additions, or alterations, for all Units or improvements on the Lots, including, but not limited to, any structure, building, fence, wall, driveway, path, or landscaping shall be submitted, prior to any construction, to the ARC for its written approval as to quality of workmanship and design and as to harmony of external design with existing structures, location in relation to surrounding structures, topography, and finish grade elevation. The Board, the ARC, or the Association may establish a reasonable processing and review fee related to the consideration of any submitted architectural review requests. No permission or approval shall be required to repaint in accordance with an originally approved color scheme, or to rebuild in accordance with originally approved plans and specifications. Nothing contained herein shall be construed to limit the right of an Owner to remodel the interior of the residence located within such Owner's Unit or upon such Owner's Lot, or to paint the interior of such Owner's residence any color desired. In the event that the ARC fails to approve or to disapprove such plans or to request additional information reasonably required within sixty (60) days after submission, the plans shall be deemed approved, unless such construction, modification or improvement otherwise is in violation of the Declaration, the Bylaws, the Architectural Guidelines, the Association's rules and regulations, or applicable zoning ordinances.

The ARC shall be the sole arbiter of the application and may withhold approval for any reason whatsoever, including purely aesthetic considerations. The Association, acting through the Board shall be entitled to stop any construction or modification which is not in conformance with approved plans. In the event that the ARC disapproves any application or part thereof, an Owner shall have the right to appeal the ARC's decision to the Board of Directors, in writing by certified mail. Said notice of appeal must be received by the Board within fourteen (14) days from the date of the ARC's notice to Owner of its decision, otherwise the decision of the ARC shall be final. The Board shall rule on the appeal with thirty (30) days of receiving written notice requesting an appeal from the Owner; and all decisions of the Board shall be final.

Neither the Board nor the ARC shall bear any responsibility for ensuring the design, quality, structural integrity or soundness of approved construction or modifications, nor for ensuring compliance with building codes, zoning regulations and other governmental requirements. Neither the Declarant, Association, the Board, the ARC or any member of any of the foregoing shall be held liable for any injury, damages or loss arising out of the manner, design, or quality of approved construction on or modifications to any Lot or Unit, nor may any action be brought against the Declarant, Association, the Board, the ARC,

or any member thereof, for any such injury, damage or loss.

Section 2. No Waiver of Future Approvals. The approval of the ARC of any proposals or plans and specifications or drawings for any work done or proposed, or in connection with any other matter requiring the approval and consent of such Committee, shall not be deemed to constitute a waiver of any right to withhold approval or consent as to any similar proposals, plans and specifications, drawings, or matters whatsoever subsequently or additionally submitted for approval or consent.

Section 3. Variance. The ARC may authorize variances from compliance with any of the provisions of its guidelines and procedures when circumstances such as topography, natural obstructions, hardship, aesthetic, or environmental considerations require, but only in accordance with duly adopted rules and regulations. Such variances may only be granted, however, when unique circumstances dictate and no variance shall (a) be effective unless in writing, (b) be contrary to the restrictions set forth in the body of this Declaration, or (c) estop the Committee from denying a variance in other circumstances. For purposes of this Section, the inability to obtain approval of any governmental agency, the issuance of any permit, or the terms of any financing shall not be considered a hardship warranting a variance.

Section 4. Enforcement of Architectural Standards. Any construction, alteration, or other work done in violation of this Article, the Declaration, the Bylaws, the design standards or any applicable zoning ordinances, codes, or regulations shall be deemed non-conforming, and upon written request from the Board, such non-conforming construction, alteration, or other work shall be removed at the sole expense of the Owner and the Lot or Unit shall be restored to substantially the same condition as existed prior to such construction, alteration or work. Should the Owner fail to do so, the Board or its designees shall have the right, in addition to other remedies provided under Article IX of the Declaration as well as the rules and regulations of the Association and Townhome Association, to enter the Lot or Unit and remove the violation and restore the Lot or Unit, or obtain a court order compelling the violating Owner to do so. All costs thereof, including reasonable attorney's fees, may be assessed against such Lot or Unit, regardless of whether or not litigation is filed. The remedies under this Section 4 shall be in addition to, and not in substitution for, any other remedies provided under the Documents, or at law or in equity.

Article XII
Use Restrictions

Section 1. Signs and Flagpoles. No sign of any kind shall be erected or placed within the Development Property without the written consent of the Board of Directors, except (i) that an Owner may place one (1) sign on such Owner's Lot or Private Element advertising the sale thereof and (ii) as otherwise permitted under Article XIV with respect to Declarant and Builders. Notwithstanding the foregoing, the Board of Directors shall have the right to erect signs as it, in its sole discretion, deems appropriate. No flagpoles shall be erected on any Lot or Private Element, except for Lots or Units owned by the Declarant or any Builder where Units or Improvements located thereon are used as models and sales offices or trailers. To the extent that any of the foregoing provisions of this Section 1, provisions of the Architectural Guidelines adopted by the ARC, or rules and regulations adopted by the Board with respect to flagpoles is not permitted under the "Freedom to Display the American Flag Act of 2005" as codified under 4 U.S.C. § 5 (Executive Order 10834, Section 3), as amended, or any other applicable federal, state, or local laws, such provisions of the applicable Documents shall be interpreted so as to be in compliance with such applicable laws.

Section 2. Parking and Garages. No Owner or occupant shall keep more than two (2)

vehicles parked in said Owner's driveway at any time; provided, however, that if the Lot or Unit only has a one-car garage, then said Owner or occupant shall not park more than one vehicle in said driveway. All other vehicles must be parked in garages, designated parking spaces, or other areas authorized in writing by the Board. No owner or occupant shall keep vehicles parked on street(s) for a period of more than forty-eight (48) hours at a time. Vehicles shall not be parked on any lawn, Private Element, yard, private street or alley. There shall also be designated parking spaces located upon the Common Area, which shall be utilized for guest parking as well as special parking permits issued by the Board. Parking upon any public streets or dedicated right-of-ways of the Development Property shall be in compliance with applicable laws, ordinances, codes, and regulations of Nashville Metro Davidson County. The Board may also adopt reasonable rules and regulations regarding parking within the Development Property, which shall be in compliance with this Section.

Garage doors shall remain closed at all times, except for necessary use, ingress, and egress. Each garage should be maintained in such a manner that parking for the maximum number of motor vehicles for which it was originally designed to hold is allowed and possible with the exception of a garage temporarily converted to a sales center by the Declarant or any Builder.

No vehicle that does not have a current license tag or is inoperable may be parked on or within the Development Property. In addition, no vehicle may be parked upon or within any portion of the Development Property for a period of thirty (30) consecutive days or more without being driven during said period, unless prior written permission has been obtained from the Board of the Association. Boats, trailers, jet-skis and trailers for same, buses, vans (excluding vans used by handicapped persons, mini-vans or sport utility vehicles used as passenger vehicles and receiving a "cars' or "passenger vehicle" classification by the Tennessee Department of Motor Vehicles), recreational vehicles (including, without limitation, RVs, motor homes, and campers), vehicles used primarily for commercial purposes, and vehicles with commercial writings and/or logos on their exteriors are also prohibited from being parked upon any portion of the Development Property, except in areas, if any, that may be designated by the Board as parking areas for particular types of vehicles. Notwithstanding the foregoing, commercial motor vehicles may be parked or otherwise located upon the Development Property as follows: (i) any light-duty or medium-duty vehicle, as classified by the Federal Highway Administration and having a gross weight vehicle rating less than 16,000 lbs., with or without commercial writings and/or logos on the exterior of said vehicle, that is owned or operated by an Owner or occupant, for use in such Person's employment or business ventures, may be parked in such Owner's driveway or in the garage; provided, however, that such vehicle shall not have an exterior rack, tools, or equipment attached to the vehicle, unless it is located in the garage at all times when parked on the Lot; (ii) commercial vehicles shall be allowed temporarily on a Lot or the Common Area during normal business hours for the purpose of serving any Lot or the Common Area; provided, however, no such vehicle shall remain on a Lot or the Common Area overnight or for any purpose unless prior written consent of the Board is first obtained; and (iii) all emergency response and local, state, and federal law enforcement vehicles may be parked on the Development Property so long as they are either owned by an Owner or occupant or they are parked on the Development Property in furtherance of emergency response or law enforcement purposes.

If any vehicle is parked on any portion of the Development Property in violation of this subsection or in violation of the Association's rules and regulations, a Board member or other agent of the Association may place a notice on the vehicle specifying the nature of the violation and stating that after twenty-four (24) hours the vehicle may be towed or booted. The notice shall include the name and telephone number of the person or entity that will do the towing or booting and the name and telephone number of a person to contact regarding the alleged

violation. If twenty-four (24) hours after such notice is placed on the vehicle the violation continues or thereafter occurs again within six (6) months of such notice, the Board or other agent of the Association may have the vehicle towed or booted in accordance with the notice, without further notice to the Owner or user of the vehicle. If a vehicle is parked in a fire lane or a space designated for handicapped parking, is blocking another vehicle or access to another parking space, is obstructing the flow of traffic, is parked in a parking space which has been assigned as exclusively serving another Lot or Unit, or otherwise creates a hazardous condition or is an obstruction to the safety or health of other persons on the Development Property, no notice shall be required and the Board or agent of the Association may have the vehicle towed immediately. If a vehicle is towed or booted in accordance with this subsection or if a vehicle is seized or towed by any other Person that is not an employee or agent of the Association, then neither the Association nor any officer or agent of the Association shall be liable to any person for any claim of damage as a result of the seizure or towing activity. Also, the Association, and its officers or agents, shall not be liable for any vehicle that is stolen or otherwise unlawfully removed from property within the Development Property by a third party. Notwithstanding anything to the contrary herein, the Board may elect to impose fines or use other available sanctions under the rules and regulations or remedies at law or in equity, rather than exercise its authority to tow or boot.

Section 3. Occupants Bound. All provisions of the Documents which govern the conduct of Owners and which provide for sanctions against Owners shall also apply to all occupants, guests and invitees of any Owner.

Section 4. Animals and Pets. No animals, reptiles, rodents, livestock, birds, fish or poultry of any kind shall be raised, bred, or kept in or on any portion of the Development Property, except as otherwise provided below. Dogs, cats, or other usual and common household pets not to exceed a total of three (3) may be permitted with respect to each Lot or Unit. Pets are not permitted to roam free, and in the sole discretion of the Association, any pets which endanger the health, make objectionable noise, or constitute a nuisance or inconvenience to the Owners of other Lots or Units, or the owner of any portion of the Development Property, shall be removed upon request of the Board. If the Owner fails to honor such request, the pet may be removed by the Board and turned over to the appropriate agency for keeping or disposal. No pets shall be kept, bred, or maintained for any commercial purpose. Dogs which are household pets shall at all times whenever they are outside a residence be confined on a leash held by and under the physical control of a responsible person. Local laws governing leashing, control, etc., of animals shall apply to the residents of The Crossing at Drakes Branch. Homeowners shall be responsible to clean-up after their pet. Any Owner or occupant who keeps or allows any pet on a portion of the Development Property shall be deemed to have indemnified and agreed to hold the Association, its, directors, officers, and agents free and harmless from any loss, claim, or liability of any kind or character whatever arising by reason of keeping, maintaining, or allowing such pet within the Development Property.

Section 5. Governmental Laws and Nuisance. No portion of the Development Property shall be used, in whole or in part, in violation of any applicable local, state, or federal laws, statutes, regulations, codes, or ordinances ("Governmental Laws"). In the event that any provision of applicable Governmental Laws conflicts with the provisions of this Declaration, the more restrictive provision shall apply.

No portion of the Development Property shall be used, in whole or in part, for the storage of any property or thing that will cause it to appear to be in an unclean or untidy condition or that will be obnoxious to the eye. Moreover, no substance, thing, or material shall be kept upon any

portion of the Development Property that will emit foul or obnoxious odors or that will cause any noise or other condition that will or might disturb the peace, quiet, safety, comfort, or serenity of the occupants of surrounding property. No noxious or offensive activity shall be carried on upon any portion of the Development Property, nor shall anything be done thereon tending to cause embarrassment, discomfort, annoyance, or nuisance to any person using any portion of the Development Property. There shall not be maintained any plants or animals or device or thing of any sort whose activities or existence in any way is noxious, dangerous, unsightly, unpleasant, or of a nature as may diminish or destroy the enjoyment of Development Property.

Section 6. Unsightly or Unkempt Conditions. It shall be the responsibility of each Owner to prevent the development of any unclean, unhealthy, unsightly, or unkempt condition on his or her Lot, Unit or Private Element. The pursuit of hobbies or other activities, including specifically, without limiting the generality of the foregoing, the assembly and disassembly of motor vehicles and other mechanical devices which might tend to cause disorderly, unsightly, or unkempt conditions, shall not be pursued or undertaken on any part of the Development Property.

Section 7. Basketball Goals, Clotheslines, Garbage Cans, Irrigation Systems.

(a) No clothes lines, above-ground tanks, and other similar items shall be placed, allowed or maintained upon any portion of the Development Property, including any Lot or Private Element. All garbage cans and trash receptacles shall be stored in the garage or in other ARC approved structures located upon the Owner's Lot so as to be screened and concealed from view of neighboring Lots, streets, and other property adjacent to the Lot. All rubbish, trash, and garbage shall be regularly removed from the Development Property and shall not be allowed to accumulate thereon.

(b) Portable basketball hoops, backboards and poles will be allowed under the following conditions: (1) the portable basketball hoop, backboard and pole must be taken down and stored out of site when not in actual use; (2) the portable basketball hoop, backboard and pole cannot remain up overnight and must be stored out of site; (3) the above mentioned basketball equipment can be used between the hours of eight (8) a.m. and ten (10) p.m. only; and (4) the portable basketball equipment must be set up and used as far away as feasibly possible from the adjacent Lots or Units. Permanent basketball shall not be permitted to be installed upon any Lot or Private Element within the Development Property, unless prior approval has been obtained from the ARC. Basketball hoops attached or affixed to the residence shall not be permitted upon any portion of the Development Property.

(c) No irrigation system or lawn sprinkler system may be installed by or on behalf of an Owner, unless such irrigation or lawn sprinkler systems (i) are installed by, or on behalf of, the Declarant or a Builder, or (ii) have received prior written approval of the ARC.

Section 8. Guns. The discharge of firearms within the Development Property is prohibited. The term "firearms" includes "B-B" guns, pellet guns, and other firearms of all types.

Section 9. Lighting. Except for seasonal decorative lights, which may be displayed between Thanksgiving and January 10 only, all exterior lights must be approved in accordance with Article XI of this Declaration.

Section 10. Leasing.

(a) Definition. "Leasing" for purposes of this Declaration, is defined as regular,

exclusive occupancy of a residence located upon a Lot or in a Unit by any person or persons other than the Owner for which the Owner receives any consideration or benefit, including, but not limited to a fee, service, gratuity, or emolument.

(b) General. Units or Lot residences may be rented only in their entirety; no fraction or portion may be rented. There shall be no subleasing of residences or assignment of leases unless prior written approval is obtained from the Board of Directors. No transient tenants may be accommodated in any Unit, residence or other Improvements located upon the Lots. All leases shall be in writing and shall be for an initial term of no less than six (6) months, except with the prior written consent of the Board of Directors. Notice of any lease, together with such additional information as may be required by the Board, shall be given to the Board by the Owner within ten (10) days of execution of the lease. The Owner must make available to the lessee copies of the Documents. The Association, or managing agent of the Association, may charge the Owner a reasonable review and processing fee with respect to the lease submitted under this subsection.

(c) Compliance with Declaration, Bylaws and Rules and Regulations. Every Owner shall cause all occupants of his or her residence to comply with the Documents, and shall be responsible for all violations and losses to the Common Areas or Common Elements caused by such occupants, notwithstanding the fact that such occupants of a residence are fully liable and may be sanctioned for any violation of the Documents.

Section 11. Amenities. Any amenities (including, but not limited to parks, playground equipment, and/or walking trails) provided by the Association or erected within the Development Property, if any, shall be used at the risk of the user, and the Association shall not be held liable to any person for any claim, damage, or injury occurring thereon or related to use thereof. The Board may promulgate additional rules and regulations governing the use of such amenities.

Section 12. Residential Use Only. Each Lot and Unit shall be used for residential purposes only and no trade or business may be conducted in or from any Lot or Unit located within The Crossing at Drakes Branch, except that an Owner, or lessee or other occupant of a residence, may conduct business activities within the residence so long as: (a) the existence or operation of the business activity is not apparent or detectable by sight, sound or smell from outside the residence; (b) the business activity conforms to all zoning requirements for the Development Property; (c) the business activity does not involve persons coming onto the Development Property who do not reside in the Development Property or door-to-door solicitation of residents of the Development Property, provided however, this provision shall not preclude delivery of materials or items by U S Postal delivery or by other customary parcel delivery services (UPS, Fed Ex, etc.); and (d) the business activity is consistent with the residential character of the Development Property and does not increase traffic, does not increase insurance premiums paid by the Association or otherwise negatively affect the ability of the Association to obtain insurance coverage, and does not constitute a nuisance, or a hazardous or offensive use, or threaten the security or safety of other residents of the Development Property, as may be determined in the sole discretion of the Board.

The terms "business" and "trade", as used in this provision, shall be construed to have their ordinary, generally accepted meanings, and shall include, without limitation, any occupation, work or activity undertaken on an ongoing basis which involves the provision of goods or services to persons other than the provider's family and for which the provider receives a fee, compensation, or other form of consideration, regardless of whether: (i) such activity is engaged in

full or part-time; (ii) such activity is intended to or does generate a profit; or (iii) a license is required therefore. Notwithstanding the above, the leasing of a Unit, or residence located on a Lot in accordance with Section 10 of this Article or the leasing of a model Unit, model home or a sales trailer on a Lot by the Declarant or a Builder shall not be considered a trade or business within the meaning of this Section.

Section 13. Garage Sales. No garage sale, yard sale, or similar activity shall be conducted in the Development Property without prior approval of the Board. The Board may additionally permit Development Property garage sale or yard sale days.

Section 14. Antennas and Satellite Dishes. All television antennas, satellite dishes, dishes which receive video programming services via multipoint distribution services and any other device used for the reception of television broadcast signals, direct broadcast satellite services or multi-channel multipoint distribution (wireless cable) services must be twenty-four (24) inches or less in diameter, must be located to the rear of the Unit or Private Element or residence located on the Lot and not visible from the street (unless such location would preclude reception of an acceptable quality signal) and may not be affixed to any portion of the Common Areas. Television antennas must be located to the rear of the roof ridgeline, cable or centerline of the principal dwelling. Freestanding antennas must be attached to and located behind the rear wall of the main residential structure. No antenna may be erected on a wooden pole. Any deviation from this policy must be approved in advance by the Board of Directors. To the extent that any of the foregoing provisions of this Declaration or provisions of the rules and regulations adopted by the Board with respect to satellite dishes and antennas is not permitted under the Federal Communications Commission ("FCC") rules and regulations, the remaining portion of this Section 14 shall survive independently to the extent permissible under the FCC rules and regulations.

Section 15. Swimming Pools. Except for any community pool(s) constructed within the Development Property by the Declarant, (1) swimming pools shall not be constructed on any Unit or Private Element; and (2) swimming pools below ground level may be constructed on a Lot, provided that the location, plans, and specifications thereof are approved by the ARC.

Section 16. Tents, Trailers and Temporary Structures. Except as otherwise permitted with respect to the Declarant and Builders under Article XIV hereunder, no tent, utility, shed, shack, trailer or other structure of a temporary nature shall be placed upon a Lot, Private Element, or any part of the Development Property.

Section 17. Drainage and Septic Systems. Catch basins and drainage areas are for the purpose of natural flow of water only. No obstructions or debris shall be placed in these areas. No Person other than Declarant may obstruct or rechannel the drainage flows after location and installation of drainage swales, storm sewers, or storm drains. Septic systems are prohibited upon or within the Development Property.

Section 18. Subdivision of Lot or Unit. No Lot, Unit, Unit Pad or Private Element shall be subdivided or its boundary lines changed except with the prior written approval of: (a) the Board of Directors of the Association or Townhome Board, as applicable, whose approval shall not be unreasonably withheld or delayed, and (b) the local governmental authorities. Declarant and Builder, however, hereby expressly reserve the right to replat any Lot(s) or Unit Pad(s) owned by Declarant or Builder. Any such division, boundary line change, or replatting shall not be in violation of the applicable subdivision and zoning regulations. Moreover, any two or more Lots that are combined into one or more Lots or Units by Owners, other than the Declarant, shall

continue to be responsible for the Base Assessments and Special Assessments allocated to said Lots or Units as if the combination of Lots or Units had not taken place.

Section 19. Playground Equipment. All playground equipment located upon the Lots or Private Elements, including but not limited to, swing sets, slides, seesaws, playhouses, and/or climbing apparatuses, shall be maintained in good condition, constructed of natural wood, and finished with a natural wood exterior surface, and shall be approved by the ARC prior to installation. No painted wood finish, predominately plastic or metal structures shall be allowed. Any allowable playground equipment must be hidden as much as possible from the street view and from the view of adjoining Owners.

Section 20. Sight Distance at Intersections. All property located at street intersections shall be landscaped so as to permit safe sight across the street corners. No fence, wall, hedge, or shrub planting shall be placed or permitted to remain where it would create a traffic or sight problem.

Section 21. Artificial Vegetation; Yard and/or Outdoor Decorations. No artificial vegetation shall be permitted on the exterior of any portion of the Development Property. No decorative appurtenances, including, but not limited to, sculptures, birdhouses, birdbaths, fountains or other similar decorative embellishments shall be placed on or in any front yard or on any part of a Lot or Private Element visible from any street or other Lot, unless the placement and design of such embellishments has been approved by the ARC pursuant to the provisions of Article XI.

Article XIII
Mortgagee Provisions

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

Section 1. Notices of Action. A Mortgagee shall be entitled to timely written notice of:

(a) any condemnation loss or any casualty loss which affects a material portion of the Development Property or which affects any Lot or Unit on which there is a Mortgage held, insured, or guaranteed by such eligible holder;

(b) any delinquency in the payment of Assessments or charges owed by an Owner of a Lot or Unit subject to the Mortgage of such eligible holder, where such delinquency has continued for a period of sixty (60) days; provided, however, notwithstanding this provision, any Mortgagee, upon request, is entitled to written notice from the Association or Townhome Association of any default in the performance by an Owner of a Lot or Unit of any obligation under the Declaration or Bylaws of the Association or Townhome Association which is not cured within sixty (60) days;

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

(d) any proposed action which would require the consent of a specified percentage of Mortgagees.

Section 2. No Priority. No provision of this Declaration or the Bylaws gives or shall be construed

as giving any Owner or other party priority over any rights of a Mortgagee of any Lot or Unit in the case of distribution to such Owner of insurance proceeds or condemnation awards for losses to or a taking of the Common Area or Common Elements.

Section 3. Notice to Association or Townhome Association. Upon request, each Owner shall be obligated to furnish to the Association or Townhome Association the name and address of the holder of any Mortgage encumbering such Owner's Lot or Unit.

Section 4. Amendment by Board. Should the U.S. Department of Housing and Urban Development/Federal Housing Administration, Federal National Mortgage Association or the Federal Home Loan Mortgage Corporation subsequently delete any of their respective requirements which necessitate the provisions of this Article or make any such requirements less stringent, the Board, without approval of the Owners, may cause an amendment to this Article to be recorded to reflect such changes.

Section 5. Applicability of Article XIII. Nothing contained in this Article shall be construed to reduce the percentage vote that must otherwise be obtained under the Declaration, Bylaws, or Tennessee law for any of the acts set out in this Article.

Section 6. Failure of Mortgagee to Respond. Any Mortgagee who receives a written request from the Board to respond to or consent to any action shall be deemed to have approved such action if the Association or Townhome Association does not receive a written response from the Mortgagee within sixty (60) days of the date of the Association or Townhome Association's request.

Section 7. Inspection of Books. The Association and Townhome Association shall permit any holder, insurer, or guarantor of a Mortgage with respect to a Lot or Unit, or any Owner to inspect the project documents, including the Documents, as amended, as well as the records, books, and financial statements of the Association or Townhome Association during normal business hours, except such inspections shall be limited to protect confidential and attorney-client privileged information with respect to the Association and Townhome Association.

Section 8. Financial Statements. The Association and Townhome Association, if applicable, shall provide any holder, insurer, or guarantor of a Mortgage with respect to a Lot or Unit which submits a written request with a copy of an annual financial statement within one hundred twenty (120) days following the end of each fiscal year of the Association or Townhome Association, and any cost associated with the preparation of said financial statement shall be borne by said holder, insurer, or guarantor of the Mortgage.

Section 9. Conformity with Federal Guidelines. Notwithstanding anything to the contrary contained in the Declaration and Bylaws, all terms, conditions, and regulations now existing, or which may be promulgated from time to time, by the U.S. Department of Housing and Urban Development/Federal Housing Administration, Federal National Mortgage Association or the Federal Home Loan Mortgage Corporation pertaining to planned unit developments are hereby incorporated as terms and conditions of this Declaration and such shall be governing upon the Development Property, so long as such conditions are not inconsistent with the laws of the State of Tennessee and do not impinge on any substantial property rights of individual Owners.

Section 10. Conflicts. This Article XIII is supplemental to, and not in substitution for, any other provisions of the Declaration, but in the case of conflict, the provisions of this Article XIII shall control.

Article XIV
Declarant's Rights

Section 1. Declarant's Rights and Assignment. Any or all of the special rights and obligations of the Declarant set forth in this Declaration or its Bylaws may be transferred or assigned in whole or in part to any other Person, provided that the transfer shall not reduce an obligation nor enlarge a right beyond that contained herein, and provided further, no such transfer shall be effective unless it is in a written instrument signed by the Declarant and duly recorded in the Register's Office of Davidson County, Tennessee.

Notwithstanding any provisions contained in the Declaration to the contrary, so long as construction and the initial sale of Lots and Units shall continue, it shall be expressly permissible for Declarant, and Declarant to permit any Builder to maintain and carry on upon portions of the Development Property, including any Lot or Unit, such facilities and activities as, in the sole opinion of Declarant, may be reasonably required, convenient, or incidental to the construction or sale of such Lots or Unit, including, but not limited to, business offices, signs, model homes, and sales offices or trailers, and the Declarant and such Builder(s) shall have an easement for access to such facilities. The right to maintain and carry on such facilities and activities shall include specifically the right of Declarant to use designated portions of the Common Area and Lots or Unit owned by the Declarant and the right of any Builder to use Lots or Unit owned by Builder, as models and sales offices or trailers, respectively.

No Person shall (1) institute legal or equitable proceedings involving the alleged defective design or construction of any Unit, structure, or improvement within the Development Property or (2) retain an expert for the purpose of inspecting the design or construction of any Unit, structure, or improvement within the Development Property in connection with or in anticipation of any potential or pending claim, demand, or litigation involving such design or construction, unless Declarant and the respective Builder have been first notified in writing and given an opportunity to meet with the Owner of the Lot or Unit to discuss the Owner's concerns and conduct their own inspection(s). Declarant and the respective Builder(s) reserve the right for themselves and others designated to inspect, monitor, test, redesign and correct any Unit, improvement or condition which may exist on any portion of the Development Property, including the Lots, Units and Common Area, and a perpetual easement of access through the Development Property for such purposes. No entry into a Unit shall be permitted without the express consent of the Owner. Any Person exercising this right shall promptly repair, at such Person's expense, any damage resulting from the exercise thereof.

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

Section 2. Amendment and Termination of Declarant's Rights. This Article may not be amended, and the rights contained herein may not be terminated, waived, or released, without the express written consent of the Declarant and any Builder, as long as such Builder(s) owns any Lots or Units within the Development Property.

Article XV
Professional Management

The Association and Townhome Association may, but shall not be required to, hire a professional management agent or agents, at a reasonable compensation established by the Board or Townhome Board, to perform such duties and services as the Board of Directors or Townhome Board shall authorize. Except for agreements entered into with the Declarant during the Class "B" Control Period, any agreement for professional management of the Development Property and Association or Townhome Association shall not have a term greater than three (3) years.

Article XVI
Non-liability of Declarant

The Declarant is the developer of the Development Property with respect to the residential project contemplated herein. However, Declarant may sell all or portions of the Development Property to other parties for purposes of constructing Units or individual residences to be located on the Lots. Consequently, all Owners acknowledge and affirm that the Declarant shall not be liable for any claims or causes of action of any kind whatsoever in law or in equity arising from or in any way relating to the construction of Units or improvements upon the Lots that was performed by parties other than Declarant, its agents, employees, subsidiaries or other affiliated entities.

To the extent that a claim(s) may be asserted against the Declarant or its affiliates by the Association, Townhome Association or by Owners with respect to the design, construction, sale, maintenance, habitability or, condition of any Lots, Units, Limited Common Elements or the Common Areas of the Development, said claim(s) shall be resolved by a final and binding arbitration hearing conducted in Nashville, Tennessee by a panel of no more than three (3) arbiters with a company actively involved in the dispute resolution business and mutually agreeable to all parties, but if no agreement can be reached, then the hearing will be conducted by a company chosen by the Declarant. The Association and Townhome Association are hereby authorized to act as the exclusive representative of all Owners in asserting any such claims and causes of action relating to the Common Areas of The Crossing at Drakes Branch. Each Owner does hereby appoint the Association or Townhome Association, if applicable, to exclusively act as its power of attorney (which power shall be irrevocable) with respect to the above-referenced claims and causes of action including the right to compromise and settle the same. No Owner shall assert a claim or cause of action relating to the Common Areas except through the Association. Any arbitration award may be confirmed and enforced in any court of competent jurisdiction, and the legal principles of *res judicata* and collateral estoppel shall be applicable to any arbitration award. Any attempt by any such person or entity to enforce this arbitration provision shall constitute conclusive evidence of its intent to be bound hereby. Any portion of this provision that may be held to be unenforceable shall be severable from the balance of this provision so that the remainder of this provision shall remain in full force and effect.

Article XVII
Easements

In addition to, and without limitation of, any other easements or rights reserved elsewhere in this Declaration, the following rights and easements are hereby reserved:

Section 1. Easements for Utilities, etc. There is hereby reserved unto Declarant and any Builder, so long as the Declarant and such Builder(s) owns any property described on Exhibit

"A" or any Additional Property subsequently annexed to the Development Property, the Association, the Townhome Association, and the designees or grantees of each (which may include, without limitation, Nashville, Tennessee, Davidson County, Tennessee, Nashville Electric Service, Metro Public Works Water and Sewer Department, Comcast, AT&T, and any other public or private utility), blanket easements upon, across, over, and under all, or a portion, of the Common Areas and over the Lots, and any Units located thereon, for ingress, egress, installation, replacing, altering, repairing, and maintaining cable television systems, master television antenna systems, security, and similar systems, roads, walkways, bicycle pathways, drainage systems, street lights, signage, and all utilities, including, but not limited to, water, sewers, meter boxes, telephones, HVAC systems, gas, and electricity. Notwithstanding anything to the contrary contained in this Article, no sewers, electrical lines, water lines, or other utilities may be installed or relocated on the Development Property except as may be approved by the Association's Board of Directors or Townhome Board, as applicable, or as provided by Declarant, or any Builder with respect to utilities to be installed or located upon such Builder's Lot(s), Unit(s) or Unit Pad(s). Within these easements, no structure, planting, or other materials shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may change the direction of flow of drainage channels in the easements, or which may obstruct or retard the flow of water through drainage channels in the easements. Any portion of The Crossing at Drakes Branch property that has been subjected to, or encumbered by, easements granted pursuant to this Declaration or as shown on the Plat(s) for The Crossing at Drakes Branch shall be maintained by, and at the expense of, the Association. Should any entity furnishing a service covered by the general easements herein provided request a specific easement by separate recordable document, the Board of Directors shall have the right to grant such easement on said Development Property without conflicting with the terms hereof. The easements provided for in this Article shall in no way adversely affect any other recorded easement on the Development Property.

Section 2. Declarant and Builder Easements. (a) Until completion of Declarant's intended development of the Property, an easement is reserved to the Declarant for signage and ingress and egress generally across the Property, including any Lot or Private Element, at reasonable places, for the purpose of completing Declarant's intended development of the Properties, provided that said easement shall be reasonable and shall not interfere with the construction of Units or improvements on a Lot nor the use and enjoyment of a Unit or Lot by an Owner. Declarant, any Builder, the Townhome Association and the Association also reserve any and all easements reasonably required to allow completion, repair and maintenance of any and all utility areas, or improvements. Declarant hereby grants and conveys to any Builder an easement for ingress and egress generally across the Properties reasonably required to allow completion, repair and maintenance of any and all utility areas or improvements upon any Unit Pads or Lots owned by Builder. In addition, Declarant hereby grants and conveys to any Builder a temporary construction easement, 5 feet in width along the side yard boundary lines of any Lot or Unit Pad for the purpose of facilitating home construction on an adjacent Lot or Unit Pad owned by such Builder (the "Builder Construction Easement"), which temporary construction easement shall automatically terminate upon the issuance of a certificate of occupancy for the Unit constructed on the adjacent Lot or Unit Pad by Builder. Builder shall indemnify, defend, and hold harmless the Declarant, the Townhome Association, the Association, and the Owner upon whose Lot or Unit Pad the Builder Construction Easement is located from and against any and all claims, damages, demands, penalties, costs, liabilities, losses, and expenses (including reasonable attorneys' fees and expenses at the trial and appellate levels) that may result from Builder's use of the Builder Construction Easement.

(b) Until completion of Declarant's intended development of the Property, an

easement is reserved to the Declarant to enter the Common Areas and to maintain thereon such facilities and perform such operations as in the sole opinion of the Declarant may be reasonably required, convenient or incidental to the intended development of the Property by the Declarant.

(c) Until the expiration of the Class "B" Control Period, Declarant may grant such easements over and across the Common Areas and/or any Unit Pads and Lots owned by Declarant as in the sole opinion of the Declarant may be reasonably required, convenient or incidental to the intended development of the Development Property by the Declarant.

Section 3. Easements for Maintenance, Repair, Emergency, and Other Purposes. A perpetual nonexclusive easement is granted and reserved to the Association and Townhome Association, its officers, agents, employees, including employees of any management company having a contract with the Association, Townhome Association, police, firemen, ambulance personnel and similar emergency personnel in the performance of their duties, over, across, and upon the Common Area, Common Elements, Unit Pads, and the Lots for emergency, security, safety and for other purposes reasonably necessary for proper maintenance, operation and repair of the Development Property, including the maintenance of any utilities for which an easement has been granted, and to prevent damage to the Common Area, Common Elements, or any Lot or Unit situated thereon. Except in an emergency situation, entry shall be only during reasonable hours and after notice to the Owner or Occupant. This right of entry shall include the right of the Association or Townhome Association to enter a Unit Pad, Unit, or Lot to cure any violation of the Documents and any condition which may increase the possibility of a fire or other hazard in the event that an Owner fails or refuses to cure the condition upon request by the Board or Townhome Board. The Association shall have the authority to grant easements over the Common Areas for such other purposes as may be determined by the Association, which do not unreasonably interfere with the Owners' use of the Common Areas.

Section 4. Entrance Signage and Landscaping Easement. The Declarant reserves the right to build the entrance sign(s) and landscaping at the entrance(s) for the Development Property, together with any utility or water lines serving the entrance features. Once constructed, the entrance sign and landscaping and utility or water lines shall become the property of the Association, together with the sole liability for maintenance, repair and replacement thereof. The Declarant reserves all rights of ingress and egress onto said Common Area as may be necessary to construct said entrance sign. Additionally, the Association and Townhome Association, as applicable, shall have an easement over any portion of a Unit Pad or Lot on which any entrance feature, including, but not limited to, the Development Property sign and landscaping are located, including utility and waterlines across the Unit Pad or Lot to the entrance features.

Section 5. Fence Easement. Declarant hereby reserves an easement to itself, any Builder, the Townhome Association, and the Association across any Unit Pad or Lot which borders the perimeter of the Development Property and any Unit Pad or Lot that borders or contains a portion of any water facility, detention pond, or retention pond for the purpose of erecting a fence. The Owner of a Unit or Lot on which any portion of a fence is located shall be responsible for the maintenance and repair of the fence as part of the Owner's maintenance obligation; provided however, the Declarant, Townhome Association or the Association may, but are not obligated to, repair and maintain any fence installed by or on behalf of Declarant or any Builder, and any expenses or costs associated therewith, including reasonable attorney's fees, may be assessed against such Unit or Lot, regardless of whether or not litigation is filed.

Section 6. Encroachment – Common Elements. If any portion of the Common Elements, including the Limited 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 as shown on the Site Plan due to engineering errors, errors in the original construction, settlement, or shifting of a Building or any similar cause, there shall be deemed to be mutual easements in favor of the respective Unit Owners involved to the extent of such encroachments so long as same exists; provided, however, in no event shall an easement for encroachment be created in favor of a Unit Owner, if said encroachment occurred due to the willful act of said Unit Owner.

Article XVIII
General Provisions

Section 1. Term. The covenants and restrictions of this Declaration shall run with and bind the Development Property, and shall inure to the benefit of and shall be enforceable by the Association, Townhome Association or the Owner of any Development Property subject to this declaration, their respective legal representatives, heirs, successors, and assigns, for a term of thirty (30) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years, unless an instrument in writing, signed by a majority of the then Owners, has been recorded within the year preceding the beginning of each successive period of ten (10) years, agreeing to change said covenants and restrictions, in whole or in part, or to terminate the same, in which case this Declaration shall be modified or terminated as specified therein.

Section 2. Amendment.

(a) Prior to the conveyance of the first Lot or Unit, Declarant may unilaterally amend this Declaration. After such conveyance and except as otherwise provided under Article XIII, Section 4 herein, the Declarant may unilaterally amend this Declaration so long as it has the unilateral right to annex Additional Property pursuant to Article VIII, Section 1 of this Declaration and so long as the amendment has no material adverse effect upon any right of any Owner. Thereafter and otherwise, this Declaration may be amended only by the affirmative vote (in person or by proxy) or written consent, or any combination thereof, of Members representing sixty-seven percent (67%) of the total votes of the Association, and the written approval of the Class "B" Members so long as the Class "B" membership exists. However, the percentage of votes necessary to amend a specific clause shall not be less than the prescribed percentage of affirmative votes required for action to be taken under that clause.

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

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

(d) Notwithstanding any provision to the contrary in this Section 2, amendments of a material nature must be approved by Owners who represent at least sixty-seven (67%) percent of the total allocated votes in the Association, by fifty-one (51%) percent of Mortgagees, and the written approval of the Class "B" Members so long as the Class "B" membership exists. A change to any of the provisions governing the following will be considered an amendment of a material nature:

(1) Voting rights;

(2) Increases in Assessments that raise the previously assessed amount by more than 25%, Assessment liens, or the priority of Assessment liens;

(3) Reductions in reserves for maintenance, repair, and replacement of Common Areas;

(4) Responsibility for maintenance and repairs of the Common Areas;

(5) Convertibility of Units or Lots into Common Areas or vice versa;

(6) Hazard, liability or fidelity insurance requirements;

(7) Restrictions on the leasing of residences located on the Lots or Units;

(8) A decision by the Association to establish self-management if professional management had been required previously by the Declaration, Bylaws, or by a holder of a Mortgage with respect to a Lot or Unit;

(9) Restoration or repair of the project (after damage or partial condemnation) in a manner other than that specified in the Documents;

(10) Any provisions that expressly benefit holders, insurers, or guarantors of a Mortgage with respect to a Lot or Unit.

The failure of a Mortgagee to respond within sixty (60) days after notice of any written request of the Association for approval of an addition or amendment to the Declaration or Bylaws has been provided shall constitute an implied approval of the addition or amendment.

(e) A copy of each amendment shall be certified by the Association as having been duly adopted and shall be effective when recorded in the Register's Office of Davidson County, Tennessee.

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

Section 4. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions, which shall remain in full force and effect.

Section 5. Right of Entry. The Association and Townhome Association shall have the right, but not the obligation, to enter in or onto any Unit, Private Elements, or Lot, as well as Improvements located thereon, for emergency, security, and safety, which right may be

exercised by the Association's Board of Directors and Townhome Board, officers, agents, employees, managers, and all policemen, firemen, ambulance personnel, and similar emergency personnel in the performance of their respective duties. Except in an emergency situation, entry shall only be during reasonable hours and after reasonable notice to the Owner. This right of entry shall include the right of the Association or Townhome Association to enter in or onto any Unit, Private Elements, or Lot, as well as Improvements located thereon, to cure any condition which may increase the possibility of a fire or other hazard in the event an Owner fails or refuses to cure the condition upon request by the Board or Townhome Board, as applicable.

Section 6. Perpetuities. If any of the covenants, conditions, restrictions, or other provisions of this Declaration shall be unlawful, void, or voidable for violation of the rule against perpetuities, then such provisions shall continue only until twenty-one (21) years after the death of the last survivor of the now living descendants of Elizabeth II, Queen of England.

Section 7. Litigation. No judicial or administrative proceeding shall be commenced or prosecuted by the Association or Townhome Association unless approved by a vote of seventy-five (75%) percent of the Members of the respective association. This Section shall not apply, however, to (a) actions brought by the Association or Townhome Association to enforce the provisions of this Declaration (including, without limitation, the foreclosure of liens), (b) the imposition and collection of Assessments as provided in Article X hereof, (c) proceedings involving challenges to *ad valorem* taxation, or (d) counterclaims brought by the Association or Townhome Association in proceedings instituted against it. This Section shall not be amended unless such amendment is made by the Declarant or is approved by the percentage votes, and pursuant to the same procedures, necessary to institute proceedings as provided above.

Section 8. Use of the Words "The Crossing at Drakes Branch". No Person, other than Builder, shall use the words "The Crossing at Drakes Branch", "The Crossing at Drakes Branch Townhomes" or any derivative thereof in any printed or promotional material without the prior written consent of the Declarant. However, Owners may use the term, "The Crossing at Drakes Branch" or "The Crossing at Drakes Branch Townhomes" in printed or promotional matter where such term is used solely to specify that particular property is located within the Development Property.

Section 9. Disclosures. Each Owner acknowledges the following:

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

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

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

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

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

or Unit.

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

[SIGNATURE PAGES TO FOLLOW]

IN WITNESS WHEREOF, the undersigned Declarant, has executed this Declaration as of the day and year first above written.

DB PARTNERS, LLC, a Tennessee limited liability company

By: _____
KEVIN ESTES, MANAGER

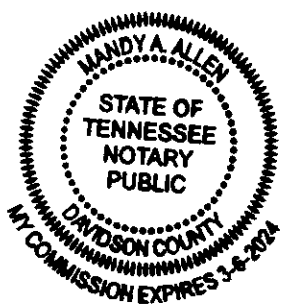
STATE OF TENNESSEE)
)
COUNTY OF Davidson)

Before me, the undersigned, a Notary Public in and for State and County aforesaid, personally appeared Kevin Estes, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself to be the Manager of DB Partners, LLC, a Tennessee limited liability company, the within named bargainor, and that he, as the Manager of the limited liability company, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the Company by himself as Manager.

WITNESS my hand and official seal at Nashville, Tennessee, this 28th day of October, 2020.

_____
NOTARY PUBLIC

My commission expires: 03/06/2024



INDEX OF EXHIBITS

Exhibit "A"	Legal Description for Development Property
Exhibit "B-1"	Legal Description for Townhome Property
Exhibit "B-2"	Site Plan for Townhome Property
Exhibit "C-1"	Charter of The Crossing at Drakes Branch Homeowners Association, Inc.
Exhibit "C-2"	Charter of The Crossing at Drakes Branch Townhome Owners Association, Inc.
Exhibit "D-1"	Bylaws of The Crossing at Drakes Branch Homeowners Association, Inc.
Exhibit "D-2"	Bylaws of The Crossing at Drakes Branch Townhome Owners Association, Inc.
Exhibit "E"	Attorney's Legal Opinion Letter

EXHIBIT "A"

LEGAL DESCRIPTION FOR DEVELOPMENT PROPERTY

Land in Davidson County, Tennessee, being all that real property shown on the Final Plat for The Crossing at Drakes Branch, Phase 1, of record in Instrument Number 202010230123325, in the Register's Office for Davidson County, Tennessee, to which Plat reference is hereby made for a more complete legal description.

Being a portion of the same property conveyed to DB Partners, LLC, a Tennessee limited liability company, by Quitclaim Deed from Harvey Wayne Bowles of record in Instrument No. 20190227-0017945, in the Register's Office for Davidson County, Tennessee.

Being a portion of the same property conveyed to DB Partners, LLC, a Tennessee limited liability company, by Quitclaim Deed from Kevin D. Estes of record in Instrument No. 20190227-0017947, in the Register's Office for Davidson County, Tennessee.

EXHIBIT "B-1"

LEGAL DESCRIPTION FOR TOWNHOME PROPERTY

Land in Davidson County, Tennessee, being Lots 5-20, 28, 29, & 30 shown on the Final Plat for The Crossing at Drakes Branch, Phase 1, of record in Instrument Number 202010230123325, in the Register's Office for Davidson County, Tennessee, to which Plat reference is hereby made for a more complete legal description.

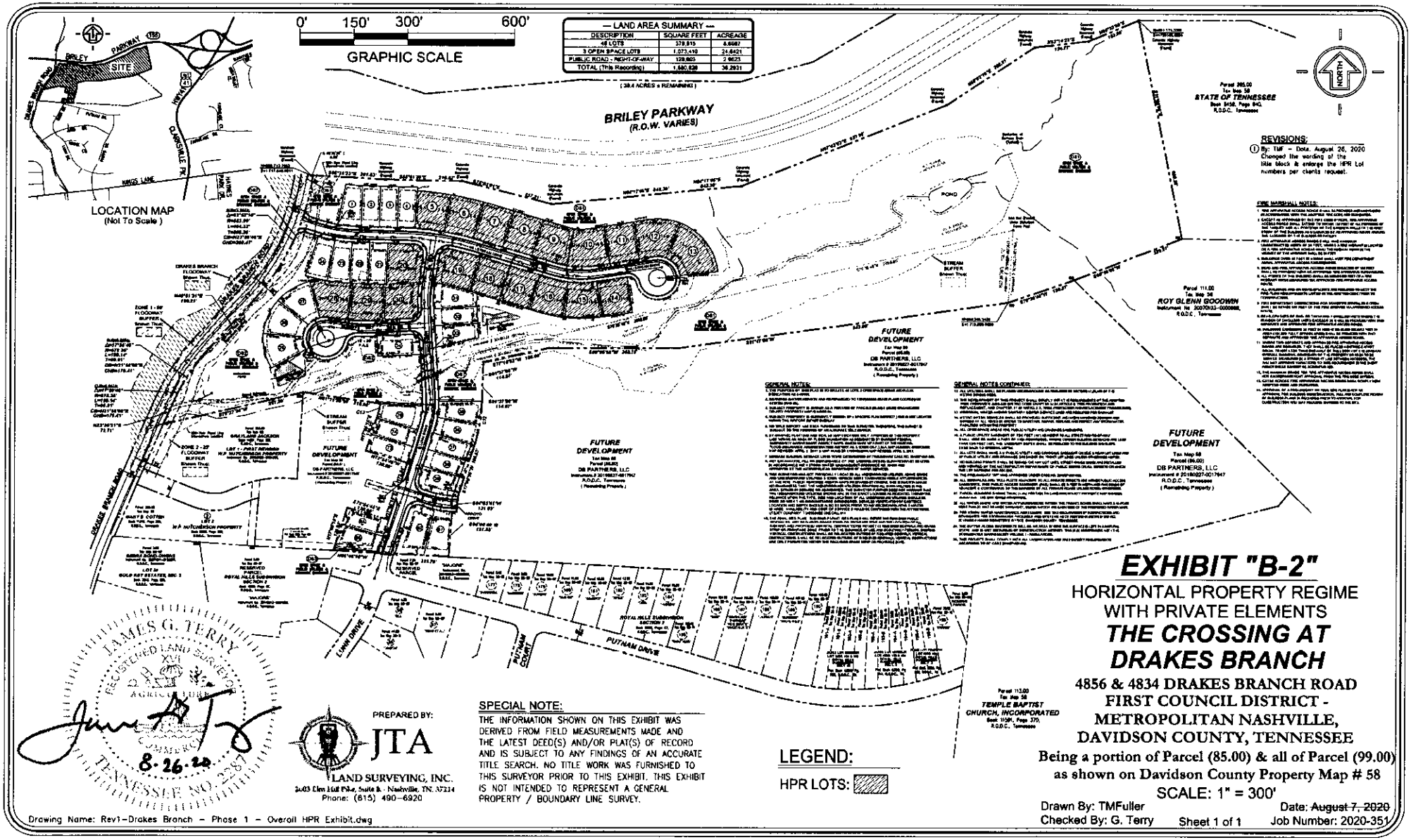
Being a portion of the same property conveyed to DB Partners, LLC, a Tennessee limited liability company, by Quitclaim Deed from Harvey Wayne Bowles of record in Instrument No. 20190227-0017945, in the Register's Office for Davidson County, Tennessee.

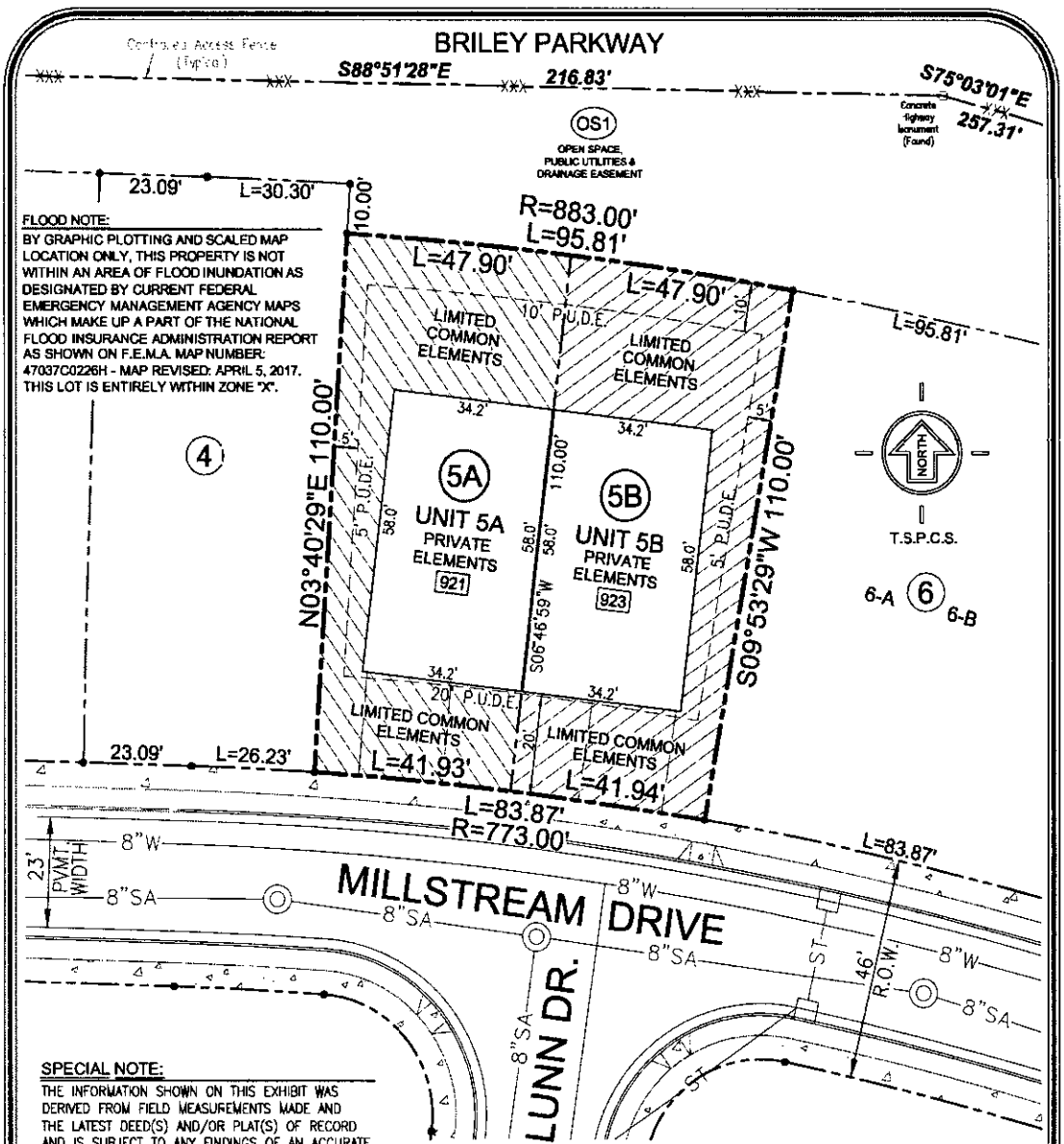
Being a portion of the same property conveyed to DB Partners, LLC, a Tennessee limited liability company, by Quitclaim Deed from Kevin D. Estes of record in Instrument No. 20190227-0017947, in the Register's Office for Davidson County, Tennessee.

EXHIBIT "B-2"

SITE PLAN FOR TOWNHOME PROPERTY

[SEE ATTACHED]


0' 150' 300' 600'
GRAPHIC SCALE
— LAND AREA SUMMARY —
DESCRIPTION | SQUARE FEET | ACREAGE
48 LOTS | 378,915 | 8.6987
3 OPEN SPACE LOTS | 1,073,410 | 24.6421
PUBLIC ROAD - RIGHT-OF-WAY | 128,805 | 2.9623
TOTAL (This Recording) | 1,580,828 | 36.2931
(38.4 ACRES ± REMAINING)
BRILEY PARKWAY
(R.O.W. VARIES)
LOCATION MAP
(Not To Scale)
BRILEY PARKWAY
SITE
JAMES ROBERTSON PARKWAY
CLARKSVILLE PIKE
KINGS LANE
DRAKES BRANCH ROAD
DRAKES BRANCH FLOODWAY
Shown Thus
ZONE 1 - 50' FLOODWAY BUFFER
Shown Thus
ZONE 2 - 25' FLOODWAY BUFFER
Shown Thus
STREAM BUFFER
Shown Thus
POND
FUTURE DEVELOPMENT
Tax Map 58
Parcel (85.00)
DB PARTNERS, LLC
Instrument # 20180827-0017947
R.O.D.C., Tennessee
(Remaining Property)
FUTURE DEVELOPMENT
Tax Map 58
Parcel (86.00)
DB PARTNERS, LLC
Instrument # 20180827-0017947
R.O.D.C., Tennessee
(Remaining Property)
FUTURE DEVELOPMENT
Tax Map 58
Parcel (85.00)
DB PARTNERS, LLC
Instrument # 20180827-0017947
R.O.D.C., Tennessee
(Remaining Property)
Parcel 111.00
Tax Map 58
ROY GLENN GOODWIN
Instrument No. 20070103-0000998
R.O.D.C., Tennessee
Parcel 113.00
Tax Map 58
TEMPLE BAPTIST CHURCH, INCORPORATED
Book 1158, Page 370
R.O.D.C., Tennessee
Parcel 265.00
Tax Map 58
STATE OF TENNESSEE
Book 6438, Page 840
R.O.D.C., Tennessee
NORTH
REVISIONS:
1 By: TMF - Date: August 26, 2020
Changed the wording of the title block & enlarge the HPR Lot numbers per clients request.
FIRE MARSHALL NOTES:
GENERAL NOTES:
GENERAL NOTES CONTINUED:
ROYAL HILLS SUBDIVISION SECTION 3
LYNN DRIVE
PUTNAM COURT
PUTNAM DRIVE
DRAKES BRANCH ROAD
EXHIBIT "B-2"
HORIZONTAL PROPERTY REGIME
WITH PRIVATE ELEMENTS
THE CROSSING AT DRAKES BRANCH
4856 & 4834 DRAKES BRANCH ROAD
FIRST COUNCIL DISTRICT - METROPOLITAN NASHVILLE, DAVIDSON COUNTY, TENNESSEE
Being a portion of Parcel (85.00) & all of Parcel (99.00) as shown on Davidson County Property Map # 58
SCALE: 1" = 300'
JAMES G. TERRY
REGISTERED LAND SURVEYOR
TENNESSEE NO. 2287
8-26-20
PREPARED BY:
JTA
LAND SURVEYING, INC.
3403 Elm Hill Pike, Suite B - Nashville, TN. 37214
Phone: (615) 490-6920
SPECIAL NOTE:
THE INFORMATION SHOWN ON THIS EXHIBIT WAS DERIVED FROM FIELD MEASUREMENTS MADE AND THE LATEST DEED(S) AND/OR PLAT(S) OF RECORD AND IS SUBJECT TO ANY FINDINGS OF AN ACCURATE TITLE SEARCH. NO TITLE WORK WAS FURNISHED TO THIS SURVEYOR PRIOR TO THIS EXHIBIT. THIS EXHIBIT IS NOT INTENDED TO REPRESENT A GENERAL PROPERTY / BOUNDARY LINE SURVEY.
LEGEND:
HPR LOTS:
Drawing Name: Rev1-Drakes Branch - Phase 1 - Overall HPR Exhibit.dwg
Drawn By: TMFuller
Checked By: G. Terry
Sheet 1 of 1
Date: August 7, 2020
Job Number: 2020-351



SPECIAL NOTE:

THE INFORMATION SHOWN ON THIS EXHIBIT WAS DERIVED FROM FIELD MEASUREMENTS MADE AND THE LATEST DEED(S) AND/OR PLAT(S) OF RECORD AND IS SUBJECT TO ANY FINDINGS OF AN ACCURATE TITLE SEARCH. NO TITLE WORK WAS FURNISHED TO THIS SURVEYOR PRIOR TO THIS EXHIBIT. THIS EXHIBIT IS NOT INTENDED TO REPRESENT A GENERAL PROPERTY / BOUNDARY LINE SURVEY.

FLOOD NOTE:

BY GRAPHIC PLOTTING AND SCALED MAP LOCATION ONLY, THIS PROPERTY IS NOT WITHIN AN AREA OF FLOOD INUNDATION AS DESIGNATED BY CURRENT FEDERAL EMERGENCY MANAGEMENT AGENCY MAPS WHICH MAKE UP A PART OF THE NATIONAL FLOOD INSURANCE ADMINISTRATION REPORT AS SHOWN ON F.E.M.A. MAP NUMBER: 47037C0226H - MAP REVISED: APRIL 5, 2017. THIS LOT IS ENTIRELY WITHIN ZONE "X".

PROPERTY LOCATED:

921 MILLSTREAM DRIVE - UNIT 5A
923 MILLSTREAM DRIVE - UNIT 5B
NASHVILLE, TN 37218
1st COUNCIL DISTRICT - METROPOLITAN NASHVILLE, DAVIDSON COUNTY, TENNESSEE.

REVISIONS:

1. By: TMF – Date: August 26, 2020 Changed Unit designation, remove lot and building areas and revise the title block per clients request.
2. By: TMF – Date: September 18, 2020 Changed Unit widths per the revised Arch. plans & clients request.
3. By: TMF – Date: October 26, 2020 Deleted "Unit" from legend.

LEGEND:

- UNIT PRIVATE ELEMENTS
- LIMITED COMMON ELEMENTS

JAMES G. TERRY — REGISTERED LAND SURVEYOR — TENNESSEE NO. 2287 — 10.26.20

EXHIBIT "B-2"

HORIZONTAL PROPERTY REGIME WITH PRIVATE ELEMENTS

LOT 5
THE CROSSING AT DRAKES BRANCH

1st Council District - Metropolitan Nashville, Davidson County, Tennessee.

Scale: 1" = 30'

0' 15' 30' 60'

GRAPHIC SCALE

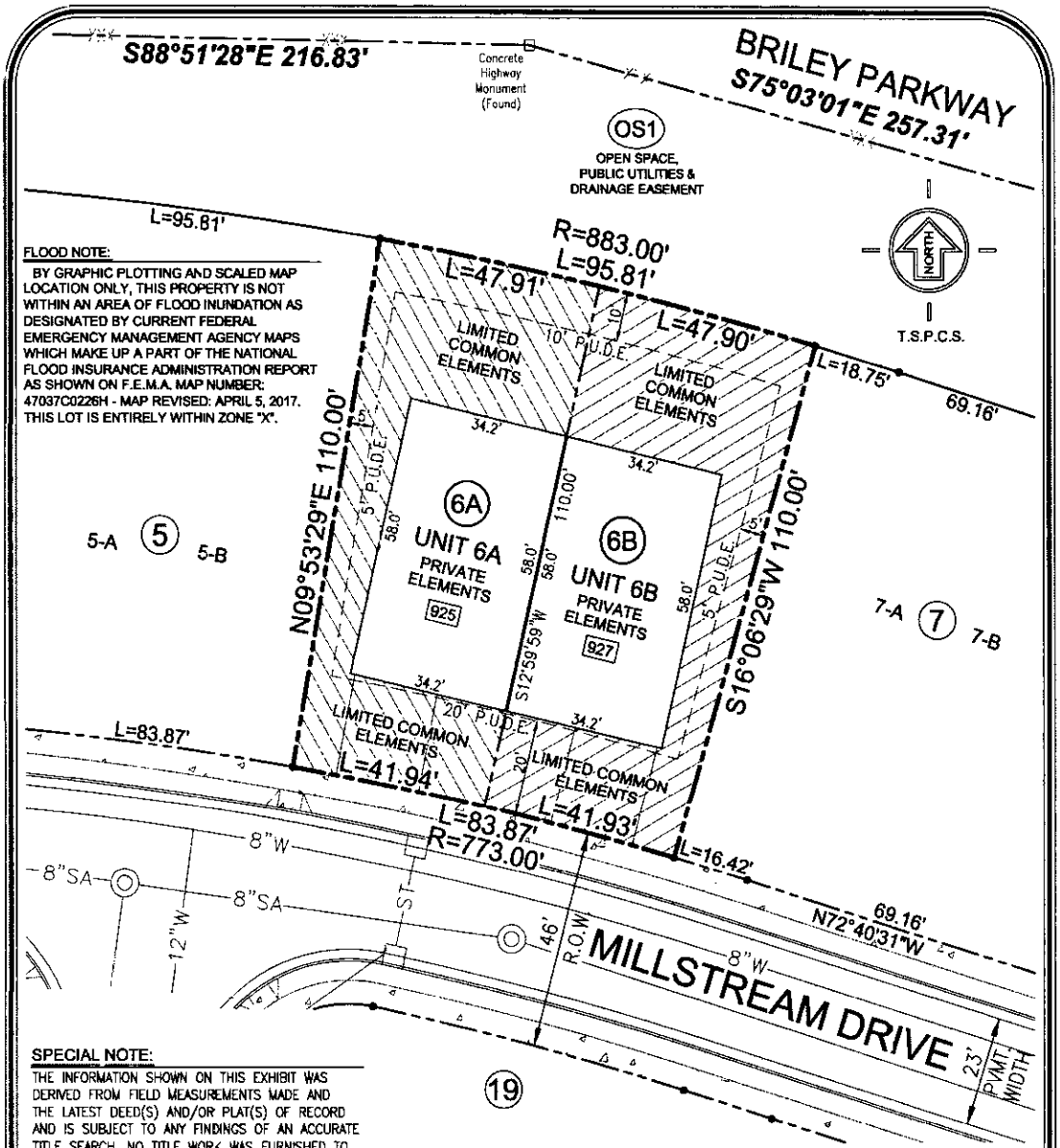
Prepared By:
JTA
LAND SURVEYING, INC.
2603 Elm Hill Pike, Suite K - Nashville, TN 37214
Phone: 615-490-4920

Drawn By:TMFuller
Checked By:JGT

Date: ~~July 21, 2020~~
Job No. 2020-351

Sheet 1 of 1

Dwg. Name: Rev2-Drakes Branch – Phase 1 – HPR Exhibit Lot 5.dwg



FLOOD NOTE:

BY GRAPHIC PLOTTING AND SCALED MAP LOCATION ONLY, THIS PROPERTY IS NOT WITHIN AN AREA OF FLOOD INUNDATION AS DESIGNATED BY CURRENT FEDERAL EMERGENCY MANAGEMENT AGENCY MAPS WHICH MAKE UP A PART OF THE NATIONAL FLOOD INSURANCE ADMINISTRATION REPORT AS SHOWN ON F.E.M.A. MAP NUMBER: 47037C0226H - MAP REVISED: APRIL 5, 2017. THIS LOT IS ENTIRELY WITHIN ZONE "X".

SPECIAL NOTE:

THE INFORMATION SHOWN ON THIS EXHIBIT WAS DERIVED FROM FIELD MEASUREMENTS MADE AND THE LATEST DEED(S) AND/OR PLAT(S) OF RECORD AND IS SUBJECT TO ANY FINDINGS OF AN ACCURATE TITLE SEARCH. NO TITLE WORK WAS FURNISHED TO THIS SURVEYOR PRIOR TO THIS EXHIBIT. THIS EXHIBIT IS NOT INTENDED TO REPRESENT A GENERAL PROPERTY / BOUNDARY LINE SURVEY.

PROPERTY LOCATED:

925 MILLSTREAM DRIVE - UNIT 6A
927 MILLSTREAM DRIVE - UNIT 6B
NASHVILLE, TN 37218
1st COUNCIL DISTRICT - METROPOLITAN NASHVILLE, DAVIDSON COUNTY, TENNESSEE.

REVISIONS:

1. By: TMF – Date: August 26, 2020 Changed Unit designation, remove lot and building areas and revise the title block per clients request.
2. By: TMF – Date: September 18, 2020 Changed Unit widths per the revised Arch. plans & clients request.
3. By: TMF – Date: October 26, 2020 Deleted "Unit" from legend.

LEGEND:

- UNIT PRIVATE ELEMENTS
- LIMITED COMMON ELEMENTS

JAMES G. TERRY — REGISTERED LAND SURVEYOR — TENNESSEE NO. 2257 — 10-26-20

EXHIBIT "B-2"

HORIZONTAL PROPERTY REGIME WITH PRIVATE ELEMENTS

LOT 6
THE CROSSING AT DRAKES BRANCH

1st Council District - Metropolitan Nashville, Davidson County, Tennessee.

Scale: 1" = 30'

0' 15' 30' 60'
GRAPHIC SCALE

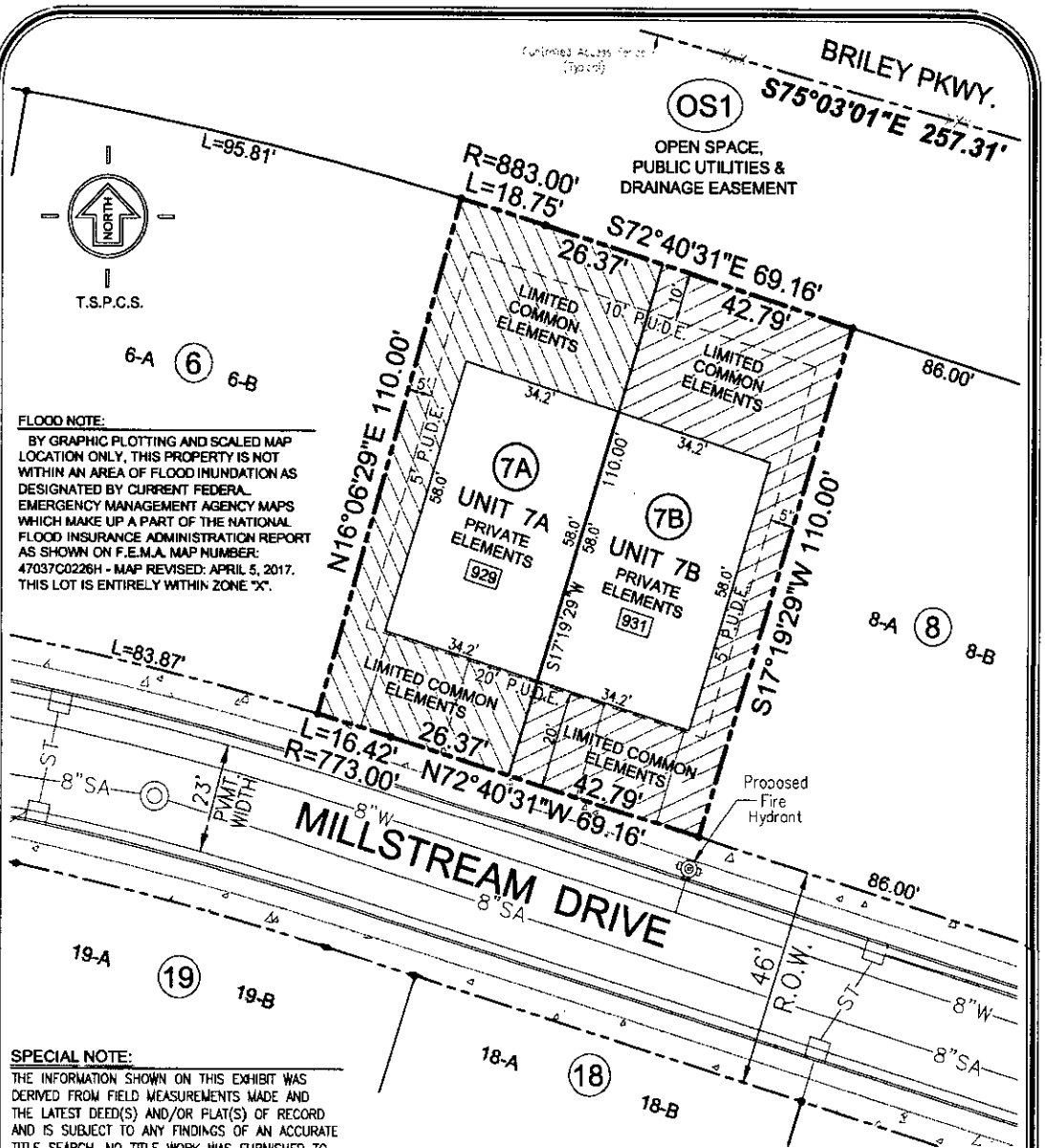
Prepared By:
JTA
LAND SURVEYING, INC.
2608 Elm Hill Pike, Suite K - Nashville, TN. 37214
Phone: 615-490-6926

Drawn By:TMFuller
Checked By:JGT

Date: ~~July 21, 2020~~
Job No. 2020-351

Sheet 1 of 1

Dwg. Name: Rev2-Drakes Branch - Phase 1 - HPR Exhibit Lot 6.dwg



FLOOD NOTE:

BY GRAPHIC PLOTTING AND SCALED MAP LOCATION ONLY, THIS PROPERTY IS NOT WITHIN AN AREA OF FLOOD INUNDATION AS DESIGNATED BY CURRENT FEDERAL EMERGENCY MANAGEMENT AGENCY MAPS WHICH MAKE UP A PART OF THE NATIONAL FLOOD INSURANCE ADMINISTRATION REPORT AS SHOWN ON F.E.M.A. MAP NUMBER: 47037C0226H - MAP REVISED: APRIL 5, 2017. THIS LOT IS ENTIRELY WITHIN ZONE "X".

SPECIAL NOTE:

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REVISIONS:

1. By: TMF – Date: August 26, 2020 Changed Unit designation, remove lot and building areas and revise the title block per clients request.
2. By: TMF – Date: September 18, 2020 Changed Unit widths per the revised Arch. plans & clients request.
3. By: TMF – Date: October 26, 2020 Deleted "Unit" from legend.

PROPERTY LOCATED:

929 MILLSTREAM DRIVE - UNIT 7A
931 MILLSTREAM DRIVE - UNIT 7B
NASHVILLE, TN 37218
1st COUNCIL DISTRICT - METROPOLITAN NASHVILLE, DAVIDSON COUNTY, TENNESSEE.

LEGEND:

- UNIT PRIVATE ELEMENTS
- LIMITED COMMON ELEMENTS

JAMES G. TERRY
REGISTERED LAND SURVEYOR
TENNESSEE NO. 2357
10-26-20

EXHIBIT "B-2"

HORIZONTAL PROPERTY REGIME WITH PRIVATE ELEMENTS

LOT 7
THE CROSSING AT DRAKES BRANCH

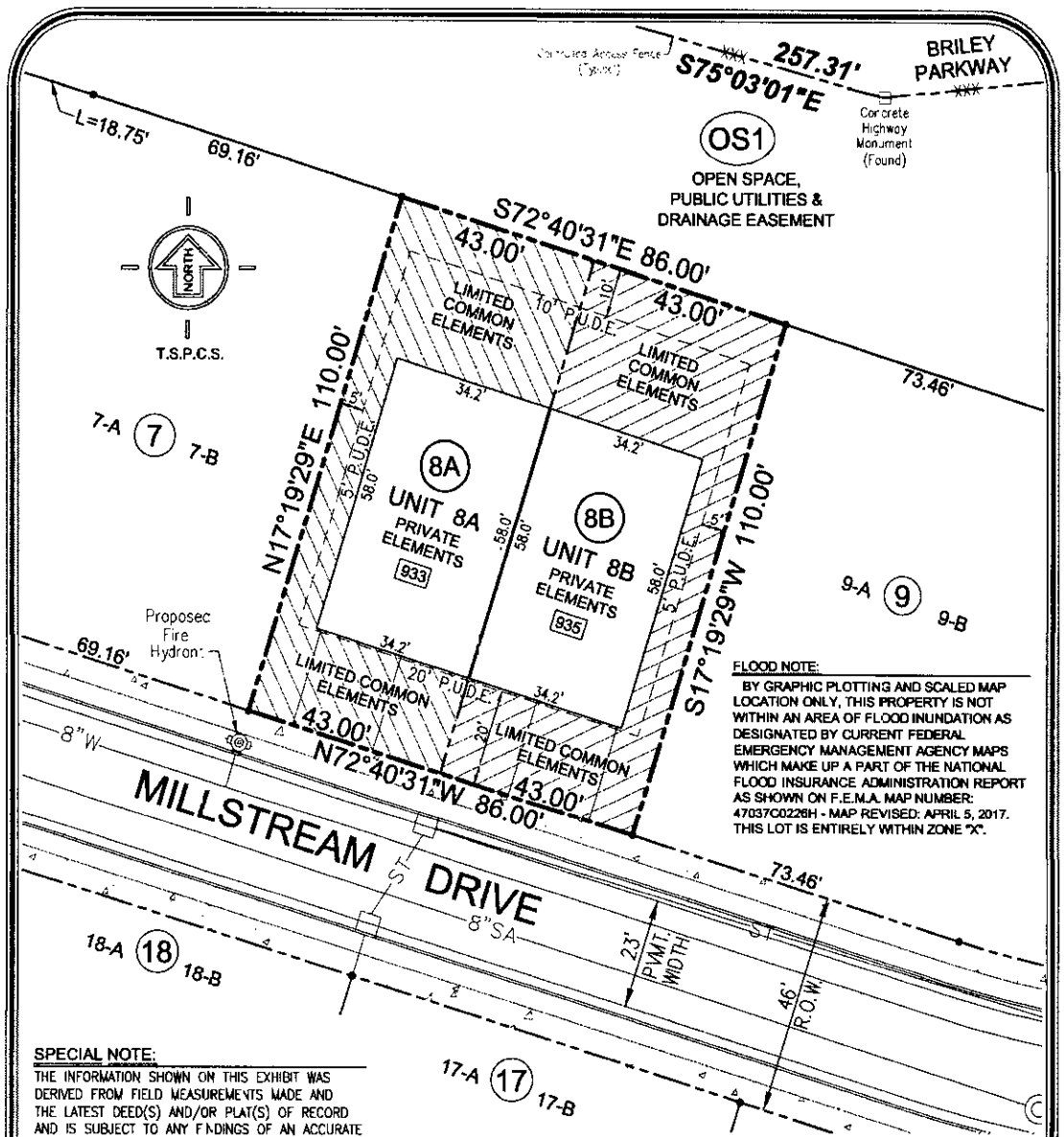
1st Council District - Metropolitan Nashville, Davidson County, Tennessee.

Scale: 1" = 30'

0' 15' 30' 60'
GRAPHIC SCALE

Prepared By:
JTA
LAND SURVEYING, INC.
2609 Elm Hill Pike, Suite K - Nashville, TN 37214
Phone 615-490-6920

Dwg. Name: Rev2-Drakes Branch – Phase 1 – HPR Exhibit Lot 7.dwg
Drawn By:TMFuller
Checked By:JGT
Sheet 1 of 1
Date: ~~July 21, 2020~~
Job No. 2020-351



FLOOD NOTE:
BY GRAPHIC PLOTTING AND SCALED MAP LOCATION ONLY, THIS PROPERTY IS NOT WITHIN AN AREA OF FLOOD INUNDATION AS DESIGNATED BY CURRENT FEDERAL EMERGENCY MANAGEMENT AGENCY MAPS WHICH MAKE UP A PART OF THE NATIONAL FLOOD INSURANCE ADMINISTRATION REPORT AS SHOWN ON F.E.M.A. MAP NUMBER: 47037C0226H - MAP REVISED: APRIL 5, 2017. THIS LOT IS ENTIRELY WITHIN ZONE "X".

SPECIAL NOTE:
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PROPERTY LOCATED:
933 MILLSTREAM DRIVE - UNIT 8A
935 MILLSTREAM DRIVE - UNIT 8B
NASHVILLE, TN 37218
1st COUNCIL DISTRICT - METROPOLITAN NASHVILLE, DAVIDSON COUNTY, TENNESSEE.

REVISIONS:
1. By: TMF – Date: August 26, 2020 Changed Unit designation, remove lot and building areas and revise the title block per clients request.
2. By: TMF – Date: September 18, 2020 Changed Unit widths per the revised Arch. plans & clients request.
3. By: TMF – Date: October 26, 2020 Deleted "Unit" from legend.

LEGEND:
- UNIT PRIVATE ELEMENTS
- LIMITED COMMON ELEMENTS

JAMES G. TERRY REGISTERED LAND SURVEYOR TENNESSEE NO. 2257
10-26-20

EXHIBIT "B-2"

HORIZONTAL PROPERTY REGIME WITH PRIVATE ELEMENTS
LOT 8
THE CROSSING AT DRAKES BRANCH

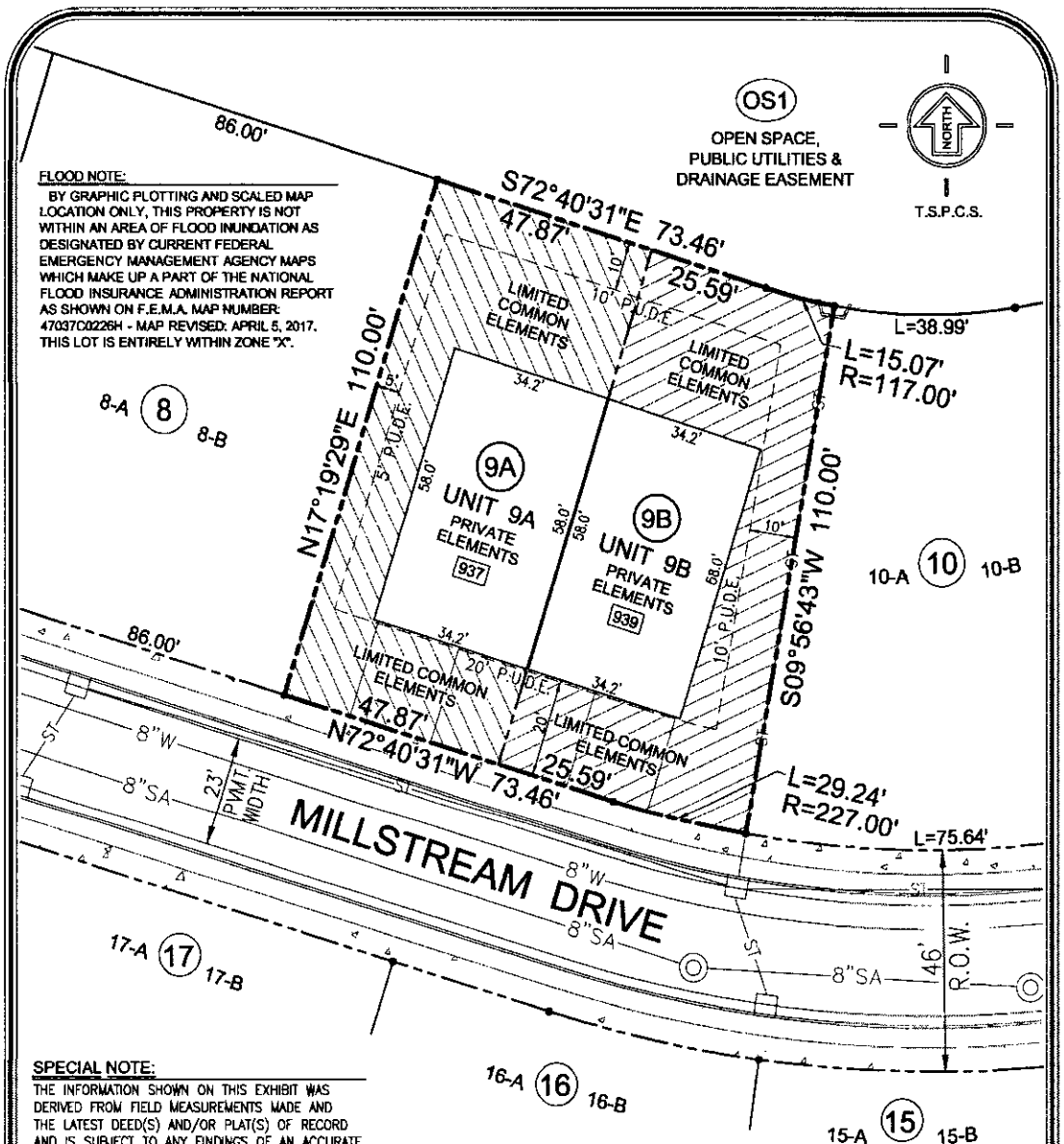
1st Council District - Metropolitan Nashville, Davidson County, Tennessee.

Scale: 1" = 30'

0' 15' 30' 60'
GRAPHIC SCALE

Prepared By:
JTA
LAND SURVEYING, INC.
2603 Elm Hill Pike, Suite K - Nashville, TN. 37214
Phone: 615-496-4920

Drawn By:TMFuller
Checked By:JGT
Date: ~~July 21, 2020~~
Job No. 2020-351
Sheet 1 of 1
Dwg. Name: Rev2-Drakes Branch – Phase 1 – HPR Exhibit Lot 8.dwg



FLOOD NOTE:

BY GRAPHIC PLOTTING AND SCALED MAP LOCATION ONLY, THIS PROPERTY IS NOT WITHIN AN AREA OF FLOOD INUNDATION AS DESIGNATED BY CURRENT FEDERAL EMERGENCY MANAGEMENT AGENCY MAPS WHICH MAKE UP A PART OF THE NATIONAL FLOOD INSURANCE ADMINISTRATION REPORT AS SHOWN ON F.E.M.A. MAP NUMBER: 47037C0226H - MAP REVISED: APRIL 5, 2017. THIS LOT IS ENTIRELY WITHIN ZONE "X".

SPECIAL NOTE:

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PROPERTY LOCATED:

937 MILLSTREAM DRIVE - UNIT 9A
939 MILLSTREAM DRIVE - UNIT 9B
NASHVILLE, TN 37218
1st COUNCIL DISTRICT - METROPOLITAN NASHVILLE, DAVIDSON COUNTY, TENNESSEE.

REVISIONS:

1. By: TMF – Date: August 26, 2020 Changed Unit designation, remove lot and building areas and revise the title block per clients request.
2. By: TMF – Date: September 18, 2020 Changed Unit widths per the revised Arch. plans & clients request.
3. By: TMF – Date: October 26, 2020 Deleted "Unit" from legend.

LEGEND:

UNIT PRIVATE ELEMENTS

LIMITED COMMON ELEMENTS

JAMES G. TURRY REGISTERED LAND SURVEYOR 2321 TENNESSEE NO. 2321
10-26-20

EXHIBIT "B-2"

HORIZONTAL PROPERTY REGIME WITH PRIVATE ELEMENTS

LOT 9
THE CROSSING AT DRAKES BRANCH

1st Council District - Metropolitan Nashville, Davidson County, Tennessee.

Scale: 1" = 30'

0' 15' 30' 60'

GRAPHIC SCALE

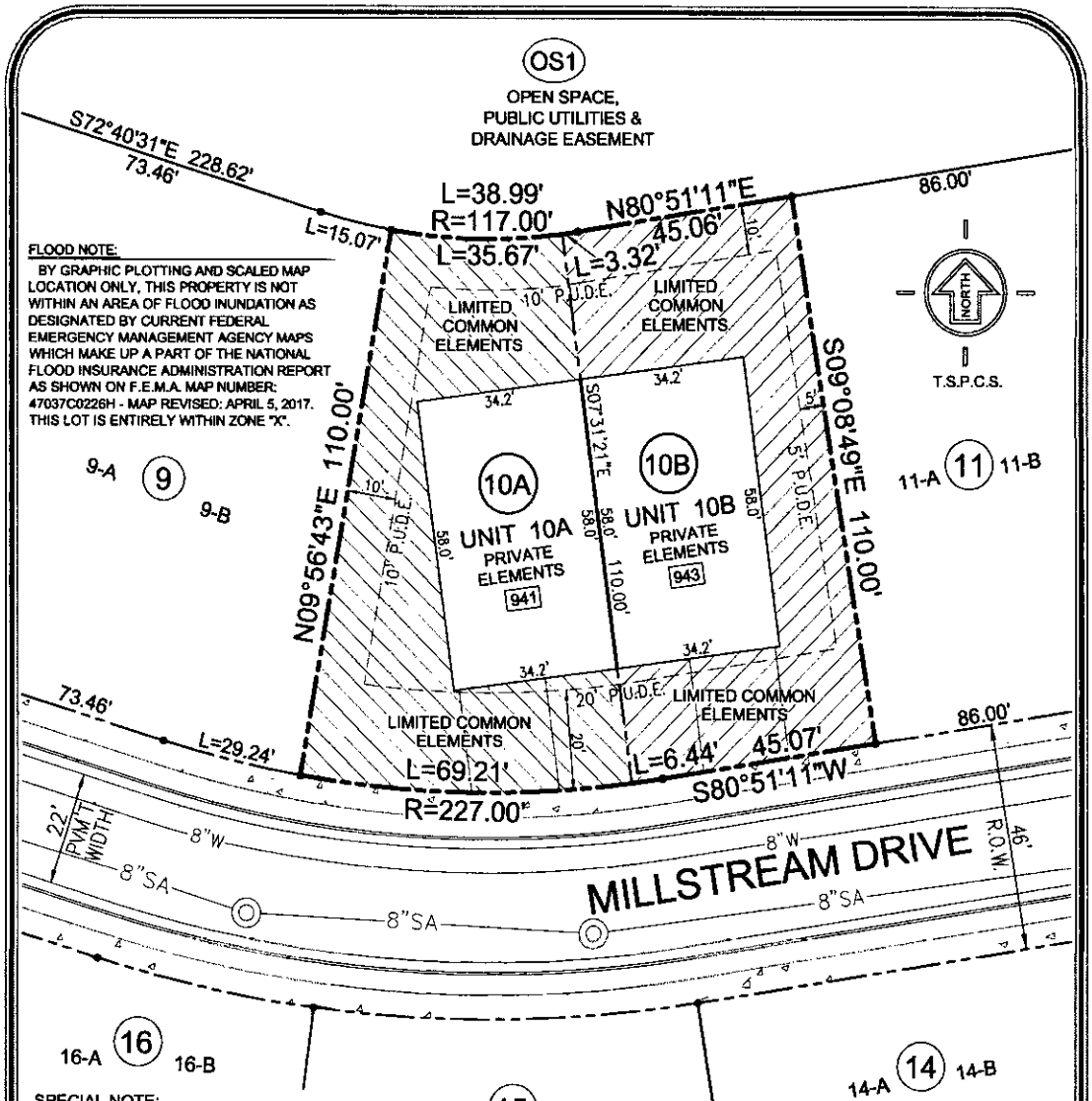
Prepared By:
JTA
LAND SURVEYING, INC
2603 Elm Hill Pike, Suite K - Nashville, TN 37214
Phone: 615-490-6920

Drawn By:TMFuller
Checked By:JGT

Date: ~~July 21, 2020~~
Job No. 2020-351

Sheet 1 of 1

Dwg. Name: Rev2-Drakes Branch - Phase 1 - HPR Exhibit Lot 9.dwg



SPECIAL NOTE:
THE INFORMATION SHOWN ON THIS EXHIBIT WAS DERIVED FROM FIELD MEASUREMENTS MADE AND THE LATEST DEED(S) AND/OR PLAT(S) OF RECORD AND IS SUBJECT TO ANY FINDINGS OF AN ACCURATE TITLE SEARCH. NO TITLE WORK WAS FURNISHED TO THIS SURVEYOR PRIOR TO THIS EXHIBIT. THIS EXHIBIT IS NOT INTENDED TO REPRESENT A GENERAL PROPERTY / BOUNDARY LINE SURVEY.

PROPERTY LOCATED:

941 MILLSTREAM DRIVE - UNIT 10A
943 MILLSTREAM DRIVE - UNIT 10B
NASHVILLE, TN 37218
1st COUNCIL DISTRICT - METROPOLITAN NASHVILLE, DAVIDSON COUNTY, TENNESSEE.

REVISIONS:

1. By: TMF – Date: August 26, 2020 Changed Unit designation, rerrove lot and building areas and revise the title block per clients request.
2. By: TMF – Date: September 18, 2020 Changed Unit widths per the revised Arch. plans & clients request.
3. By: TMF – Date: October 26, 2020 Deleted "Unit" from legend.

LEGEND:

UNIT PRIVATE ELEMENTS

LIMITED COMMON ELEMENTS

JAMES G. TERRY
REGISTERED LAND SURVEYOR
TENNESSEE NO. 2287
10.26.20

Prepared By:
JTA
LAND SURVEYING, INC.
2609 Elm Hill Pike Suite E - Nashville, TN 37214
Phone: 615-490-6020

EXHIBIT "B-2"

HORIZONTAL PROPERTY REGIME WITH PRIVATE ELEMENTS

LOT 10
THE CROSSING AT DRAKES BRANCH

1st Council District - Metropolitan Nashville, Davidson County, Tennessee.

Scale: 1" = 30'

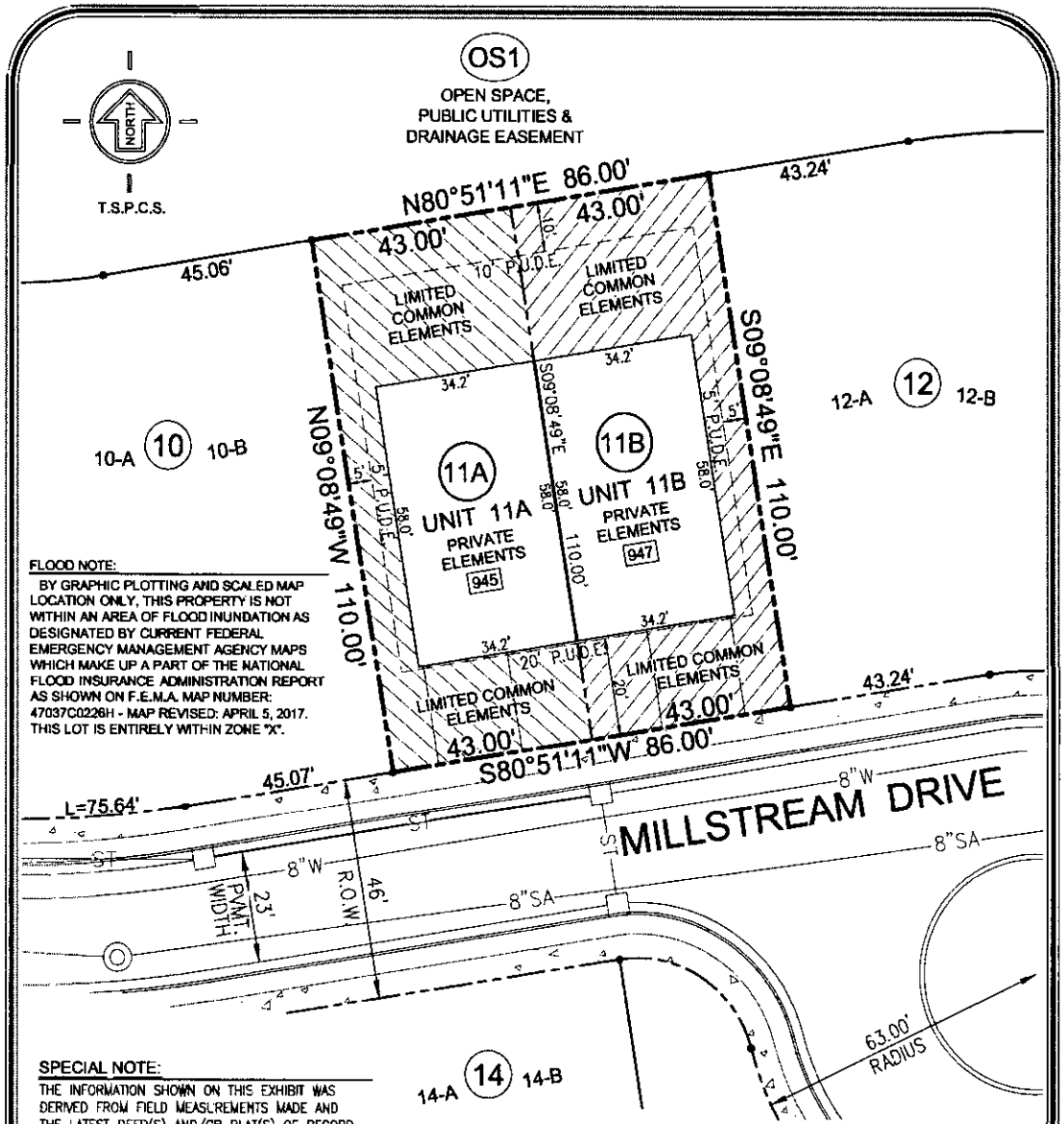
0' 15' 30' 60'
GRAPHIC SCALE

Drawn By:TMFuller
Checked By:JGT

Date: ~~July 21, 2020~~
Job No. 2020-351

Sheet 1 of 1

Dwg. Name: Rev2-Drakes Branch – Phase 1 – HPR Exhibit Lot 10.dwg



FLOOD NOTE:

BY GRAPHIC PLOTTING AND SCALED MAP LOCATION ONLY, THIS PROPERTY IS NOT WITHIN AN AREA OF FLOOD INUNDATION AS DESIGNATED BY CURRENT FEDERAL EMERGENCY MANAGEMENT AGENCY MAPS WHICH MAKE UP A PART OF THE NATIONAL FLOOD INSURANCE ADMINISTRATION REPORT AS SHOWN ON F.E.M.A. MAP NUMBER: 47037C0226H - MAP REVISED: APRIL 5, 2017. THIS LOT IS ENTIRELY WITHIN ZONE "X".

SPECIAL NOTE:

THE INFORMATION SHOWN ON THIS EXHIBIT WAS DERIVED FROM FIELD MEASUREMENTS MADE AND THE LATEST DEED(S) AND/OR PLAT(S) OF RECORD AND IS SUBJECT TO ANY FINDINGS OF AN ACCURATE TITLE SEARCH. NO TITLE WORK WAS FURNISHED TO THIS SURVEYOR PRIOR TO THIS EXHIBIT. THIS EXHIBIT IS NOT INTENDED TO REPRESENT A GENERAL PROPERTY / BOUNDARY LINE SURVEY.

PROPERTY LOCATED:

945 MILLSTREAM DRIVE - UNIT 11A
947 MILLSTREAM DRIVE - UNIT 11B
NASHVILLE, TN 37218
1st COUNCIL DISTRICT - METROPOLITAN NASHVILLE, DAVIDSON COUNTY, TENNESSEE.

REVISIONS:

1. By: TMF – Date: August 26, 2020 Changed Unit designation, remove lot and building areas and revise the title block per clients request.
2. By: TMF – Date: September 18, 2020 Changed Unit widths per the revised Arch. plans & clients request.
3. By: TMF – Date: October 26, 2020 Deleted "Unit" from legend.

LEGEND:

UNIT PRIVATE ELEMENTS

LIMITED COMMON ELEMENTS

JAMES G. TERRY — REGISTERED LAND SURVEYOR — 2027 — AGENT — TENNESSEE NO. 2027 — 10-26-20

EXHIBIT "B-2"

HORIZONTAL PROPERTY REGIME WITH PRIVATE ELEMENTS

LOT 11
THE CROSSING AT DRAKES BRANCH

1st Council District - Metropolitan Nashville, Davidson County, Tennessee.

Scale: 1" = 30'

0' 15' 30' 60'

GRAPHIC SCALE

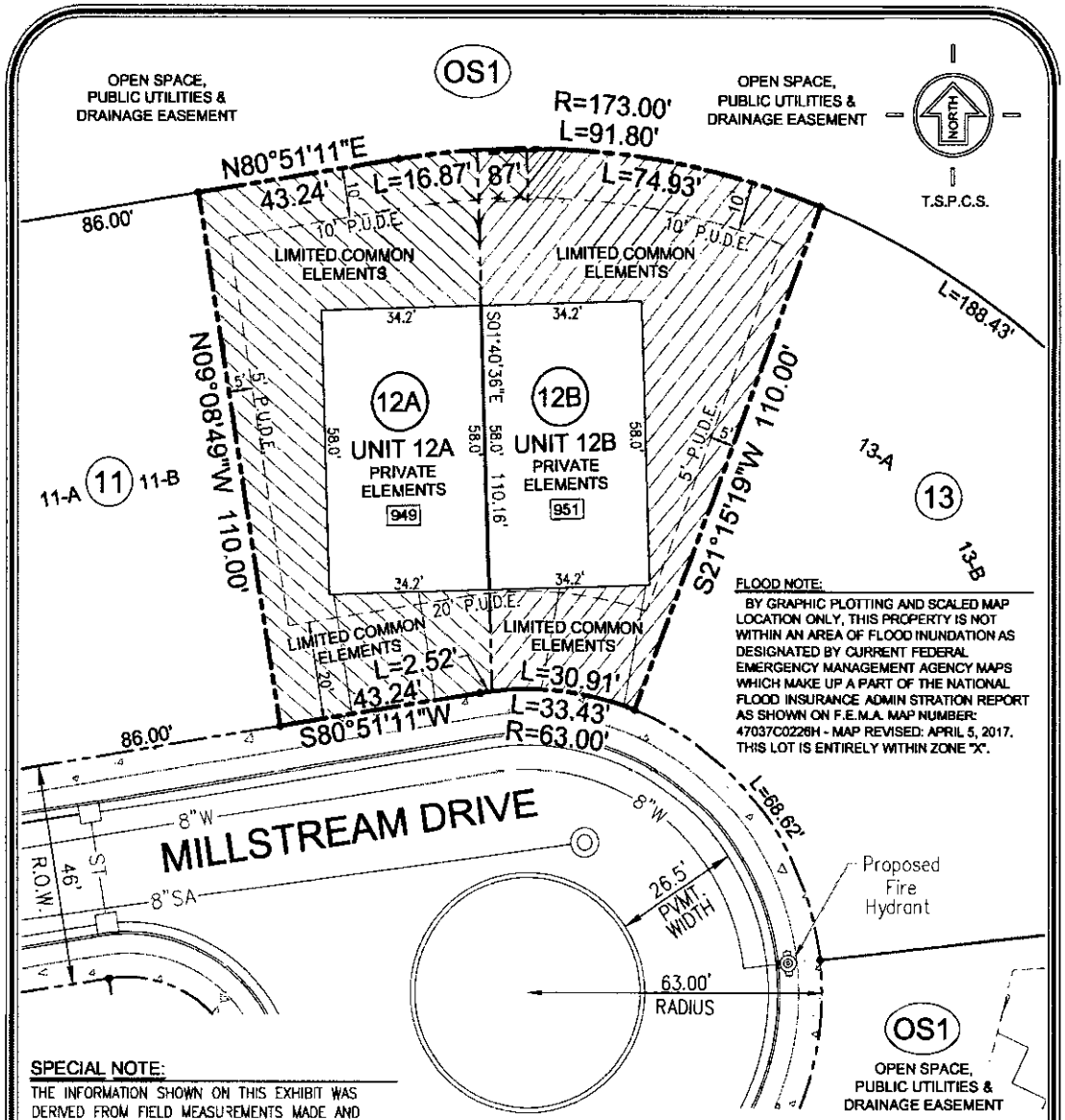
Prepared By:
JTA
LAND SURVEYING, INC.
2625 Elm Hill Pike, Suite E - Nashville, TN. 37214
Phone: 615-490-4928

Drawn By:TMFuller
Checked By:JGT

Date: ~~July 21, 2020~~
Job No. 2020-351

Sheet 1 of 1

Dwg. Name: Rev2-Drakes Branch - Phase 1 - HPR Exhibit Lot 11.dwg



FLOOD NOTE:

BY GRAPHIC PLOTTING AND SCALED MAP LOCATION ONLY, THIS PROPERTY IS NOT WITHIN AN AREA OF FLOOD INUNDATION AS DESIGNATED BY CURRENT FEDERAL EMERGENCY MANAGEMENT AGENCY MAPS WHICH MAKE UP A PART OF THE NATIONAL FLOOD INSURANCE ADMIN STRATION REPORT AS SHOWN ON F.E.M.A. MAP NUMBER: 47037C0226H - MAP REVISED: APRIL 5, 2017. THIS LOT IS ENTIRELY WITHIN ZONE "X".

SPECIAL NOTE:

THE INFORMATION SHOWN ON THIS EXHIBIT WAS DERIVED FROM FIELD MEASUREMENTS MADE AND THE LATEST DEED(S) AND/OR PLAT(S) OF RECORD AND IS SUBJECT TO ANY FINDINGS OF AN ACCURATE TITLE SEARCH. NO TITLE WORK WAS FURNISHED TO THIS SURVEYOR PRIOR TO THIS EXHIBIT. THIS EXHIBIT IS NOT INTENDED TO REPRESENT A GENERAL PROPERTY / BOUNDARY LINE SURVEY.

REVISIONS:

1. By: TMF – Date: August 26, 2020 Changed Unit designation, remove lot and building areas and revise the title block per clients request.
2. By: TMF – Date: September 18, 2020 Changed Unit widths per the revised Arch. plans & clients request.
3. By: TMF – Date: October 26, 2020 Deleted "Unit" from legend.

PROPERTY LOCATED:

949 MILLSTREAM DRIVE - UNIT 12A
951 MILLSTREAM DRIVE - UNIT 12B
NASHVILLE, TN 37218
1st COUNCIL DISTRICT - METROPOLITAN NASHVILLE, DAVIDSON COUNTY, TENNESSEE.

LEGEND:

- UNIT PRIVATE ELEMENTS
- LIMITED COMMON ELEMENTS

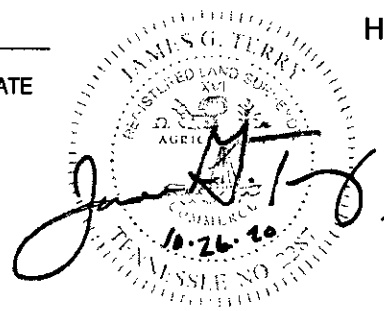


EXHIBIT "B-2"

HORIZONTAL PROPERTY REGIME WITH PRIVATE ELEMENTS

LOT 12
THE CROSSING AT DRAKES BRANCH

1st Council District - Metropolitan Nashville, Davidson County, Tennessee.

Scale: 1" = 30'

0' 15' 30' 60'
GRAPHIC SCALE

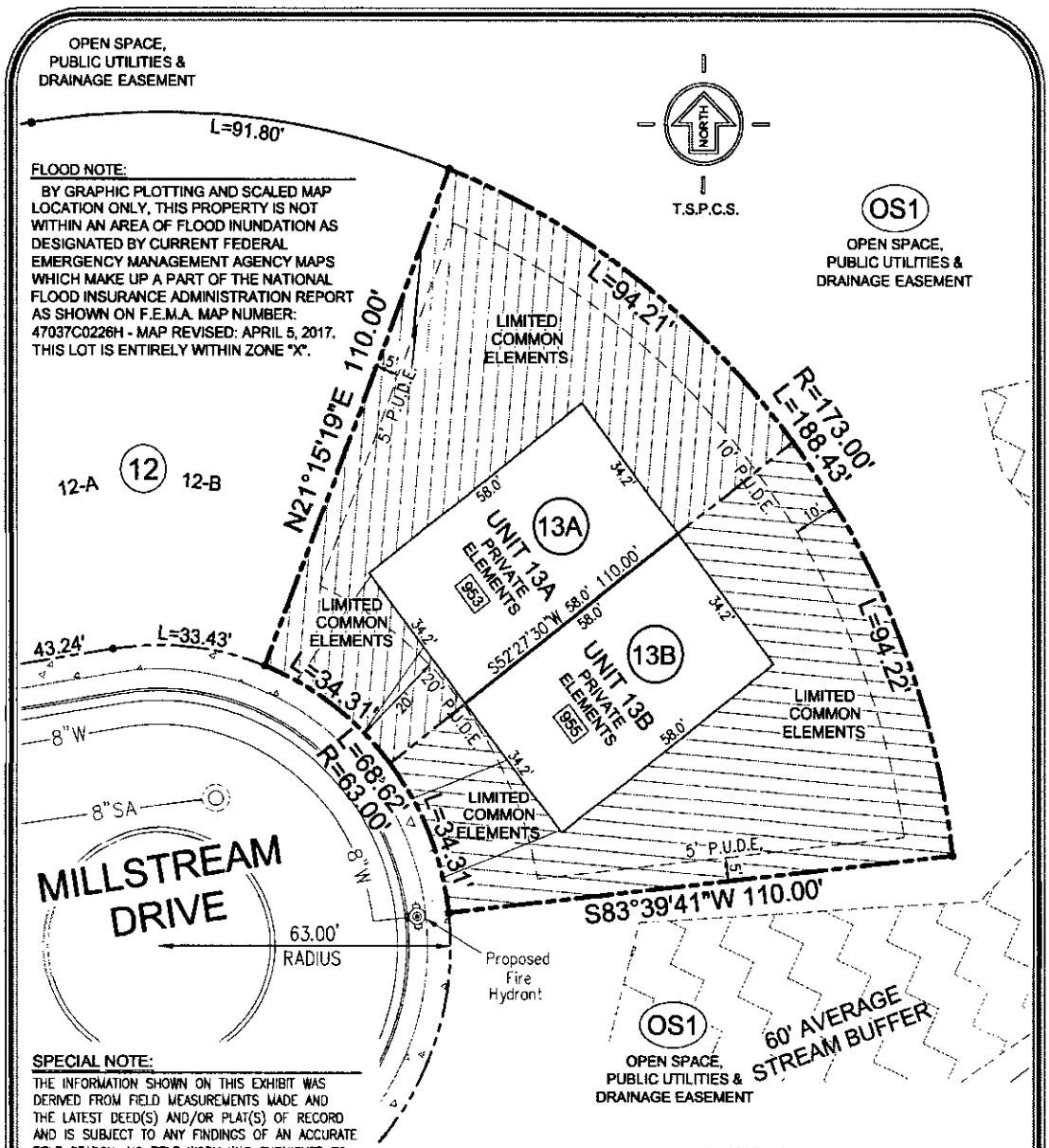
Prepared By:
JTA
LAND SURVEYING, INC.
2623 Elm Hill Pike, Suite K - Nashville, TN 37214
Phone 615-496-6920

Drawn By:TMFuller
Checked By:JGT

Date: ~~July 21, 2020~~
Job No. 2020-351

Sheet 1 of 1

Dwg. Name: Rev2-Drakes Branch – Phase 1 – HPR Exhibit Lot 12.dwg



FLOOD NOTE:

BY GRAPHIC PLOTTING AND SCALED MAP LOCATION ONLY, THIS PROPERTY IS NOT WITHIN AN AREA OF FLOOD INUNDATION AS DESIGNATED BY CURRENT FEDERAL EMERGENCY MANAGEMENT AGENCY MAPS WHICH MAKE UP A PART OF THE NATIONAL FLOOD INSURANCE ADMINISTRATION REPORT AS SHOWN ON F.E.M.A. MAP NUMBER: 47037C0226H - MAP REVISED: APRIL 5, 2017. THIS LOT IS ENTIRELY WITHIN ZONE "X".

SPECIAL NOTE:

THE INFORMATION SHOWN ON THIS EXHIBIT WAS DERIVED FROM FIELD MEASUREMENTS MADE AND THE LATEST DEED(S) AND/OR PLAT(S) OF RECORD AND IS SUBJECT TO ANY FINDINGS OF AN ACCURATE TITLE SEARCH. NO TITLE WORK WAS FURNISHED TO THIS SURVEYOR PRIOR TO THIS EXHIBIT. THIS EXHIBIT IS NOT INTENDED TO REPRESENT A GENERAL PROPERTY / BOUNDARY LINE SURVEY.

PROPERTY LOCATED:

953 MILLSTREAM DRIVE - UNIT 13A
955 MILLSTREAM DRIVE - UNIT 13B
NASHVILLE, TN 37218
1st COUNCIL DISTRICT - METROPOLITAN NASHVILLE, DAVIDSON COUNTY, TENNESSEE.

REVISIONS:

1. By: TMF – Date: August 26, 2020 Changed Unit designation, remove lot and building areas and revise the title block per clients request.
2. By: TMF – Date: September 18, 2020 Changed Unit widths per the revised Arch. plans & clients request.
3. By: TMF – Date: October 26, 2020 Deleted "Unit" from legend.

LEGEND:

- UNIT PRIVATE ELEMENTS
- LIMITED COMMON ELEMENTS

JAMES G. TERRY REGISTERED LAND SURVEYOR TENNESSEE NO. 2267
10-26-20

EXHIBIT "B-2"

HORIZONTAL PROPERTY REGIME WITH PRIVATE ELEMENTS

LOT 13
THE CROSSING AT DRAKES BRANCH

1st Council District - Metropolitan Nashville, Davidson County, Tennessee.

Scale: 1" = 30'

0' 15' 30' 60'
GRAPHIC SCALE

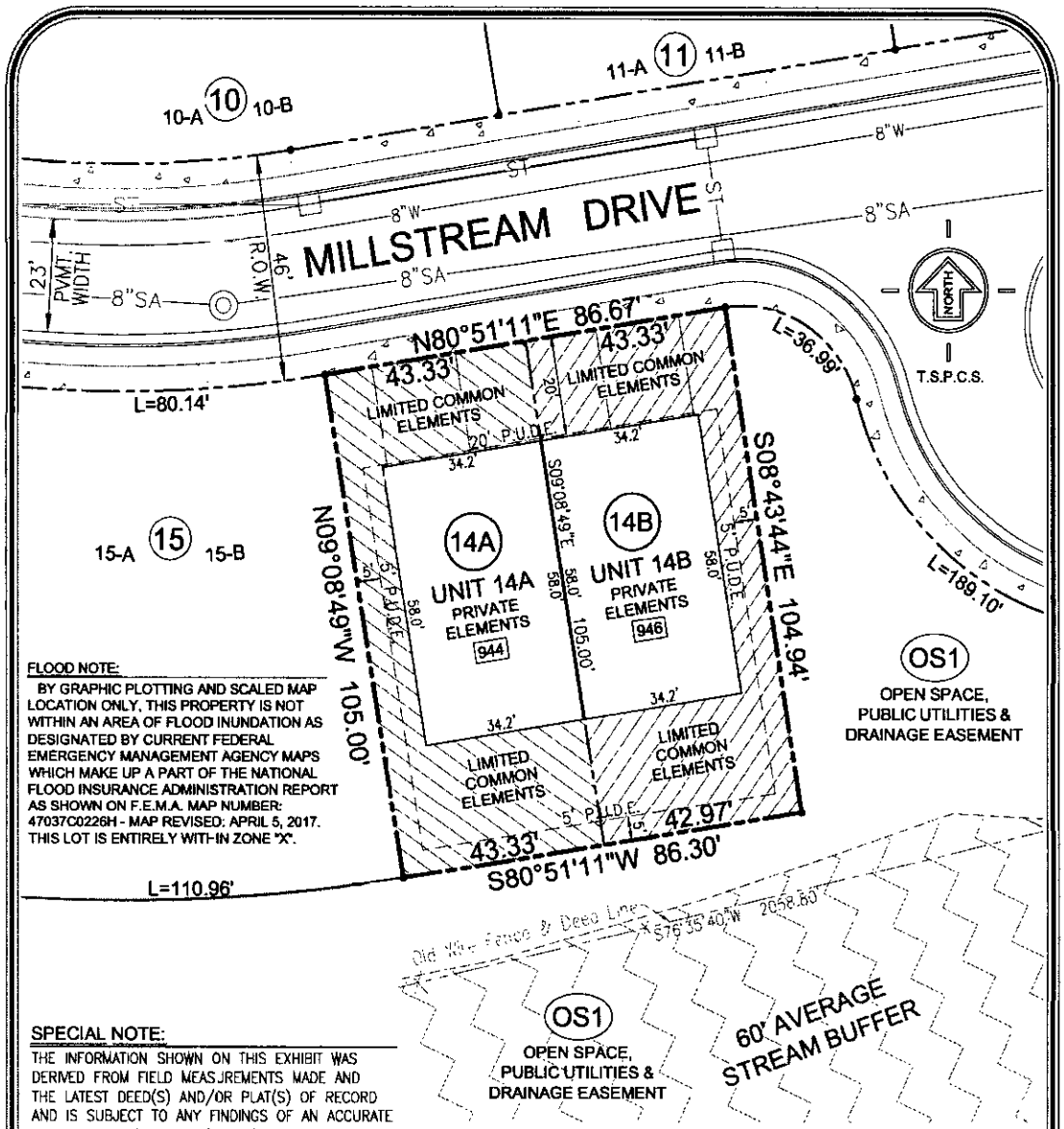
Prepared By
JTA
LAND SURVEYING, INC.
2613 Elm Hill Pike, Suite K - Nashville, TN 37214
Phone: 615-490-6922

Drawn By:TMFuller
Checked By:JGT

Date: ~~July~~ 21, 2020
Job No. 2020-351

Sheet 1 of 1

Dwg. Name: Rev2-Drakes Branch - Phase 1 - HPR Exhibit Lot 13.dwg



FLOOD NOTE:

BY GRAPHIC PLOTTING AND SCALED MAP LOCATION ONLY, THIS PROPERTY IS NOT WITHIN AN AREA OF FLOOD INUNDATION AS DESIGNATED BY CURRENT FEDERAL EMERGENCY MANAGEMENT AGENCY MAPS WHICH MAKE UP A PART OF THE NATIONAL FLOOD INSURANCE ADMINISTRATION REPORT AS SHOWN ON F.E.M.A. MAP NUMBER: 47037C0226H - MAP REVISED: APRIL 5, 2017. THIS LOT IS ENTIRELY WITH-IN ZONE "X".

SPECIAL NOTE:

THE INFORMATION SHOWN ON THIS EXHIBIT WAS DERIVED FROM FIELD MEASUREMENTS MADE AND THE LATEST DEED(S) AND/OR PLAT(S) OF RECORD AND IS SUBJECT TO ANY FINDINGS OF AN ACCURATE TITLE SEARCH. NO TITLE WORK WAS FURNISHED TO THIS SURVEYOR PRIOR TO THIS EXHIBIT. THIS EXHIBIT IS NOT INTENDED TO REPRESENT A GENERAL PROPERTY / BOUNDARY LINE SURVEY.

PROPERTY LOCATED:

944 MILLSTREAM DRIVE - UNIT 14A
946 MILLSTREAM DRIVE - UNIT 14B
NASHVILLE, TN 37218
1st COUNCIL DISTRICT - METROPOLITAN NASHVILLE, DAVIDSON COUNTY, TENNESSEE.

REVISIONS:

1. By: TMF – Date: August 26, 2020 Changed Unit designation, remove lot and building areas and revise the title block per clients request.
2. By: TMF – Date: September 18, 2020 Changed Unit widths per the revised Arch. plans & clients request.
3. By: TMF – Date: October 26, 2020 Deleted "Unit" from legend.

LEGEND:

UNIT PRIVATE ELEMENTS

LIMITED COMMON ELEMENTS

JAMES G. TERRY REGISTERED LAND SURVEYOR 2017 TENNESSEE NO.

10.26.20

EXHIBIT "B-2"

HORIZONTAL PROPERTY REGIME WITH PRIVATE ELEMENTS

LOT 14
THE CROSSING AT DRAKES BRANCH

1st Council District - Metropolitan Nashville, Davidson County, Tennessee.

Scale: 1" = 30'

0' 15' 30' 60'

GRAPHIC SCALE

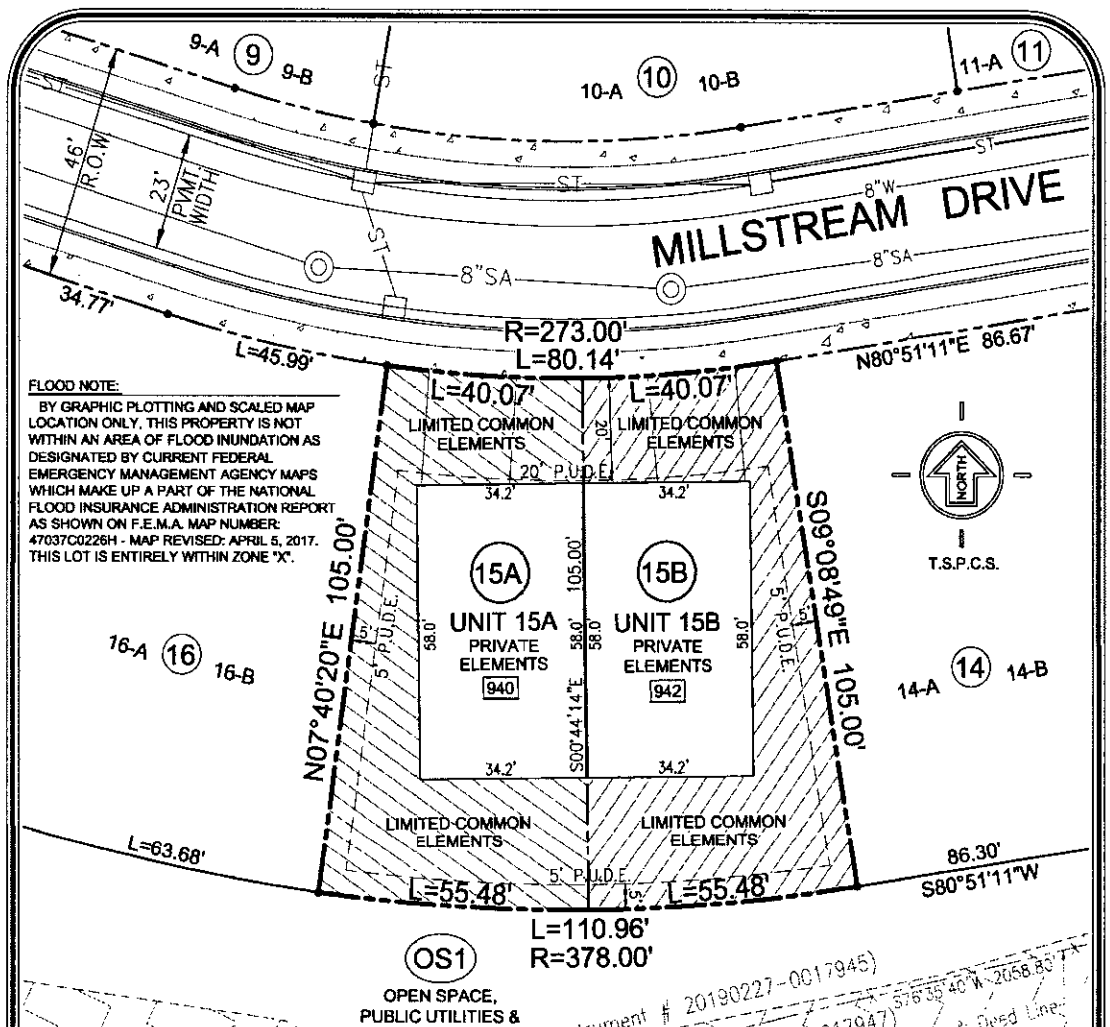
Prepared By
JTA
LAND SURVEYING, INC.
2633 Elm Hill Pike, Suite K - Nashville, TN 37214
Phone: 615-490-6920

Drawn By:TMFuller
Checked By:JGT

Date: ~~July 21, 2020~~
Job No. 2020-351

Sheet 1 of 1

Dwg. Name: Rev2-Drakes Branch – Phase 1 – HPR Exhibit Lot 14.dwg



SPECIAL NOTE:
THE INFORMATION SHOWN ON THIS EXHIBIT WAS DERIVED FROM FIELD MEASUREMENTS MADE AND THE LATEST DEED(S) AND/OR PLAT(S) OF RECORD AND IS SUBJECT TO ANY FINDINGS OF AN ACCURATE TITLE SEARCH. NO TITLE WORK WAS FURNISHED TO THIS SURVEYOR PRIOR TO THIS EXHIBIT. THIS EXHIBIT IS NOT INTENDED TO REPRESENT A GENERAL PROPERTY / BOUNDARY LINE SURVEY.

PROPERTY LOCATED:
940 MILLSTREAM DRIVE - UNIT 15A
942 MILLSTREAM DRIVE - UNIT 15B
NASHVILLE, TN 37218
1st COUNCIL DISTRICT - METROPOLITAN NASHVILLE, DAVIDSON COUNTY, TENNESSEE.

REVISIONS:
1. By: TMF – Date: August 26, 2020 Changed Unit designation, remove lot and building areas and revise the title block per clients request.
2. By: TMF – Date: September 18, 2020 Changed Unit widths per the revised Arch. plans & clients request.
3. By: TMF – Date: October 26, 2020 Deleted "Unit" from legend.

LEGEND:
- UNIT PRIVATE ELEMENTS
- LIMITED COMMON ELEMENTS

JAMES G. TURRY
REGISTERED LAND SURVEYOR
TENNESSEE NO. 2267
10-26-20

EXHIBIT "B-2"

HORIZONTAL PROPERTY REGIME WITH PRIVATE ELEMENTS
LOT 15
THE CROSSING AT DRAKES BRANCH

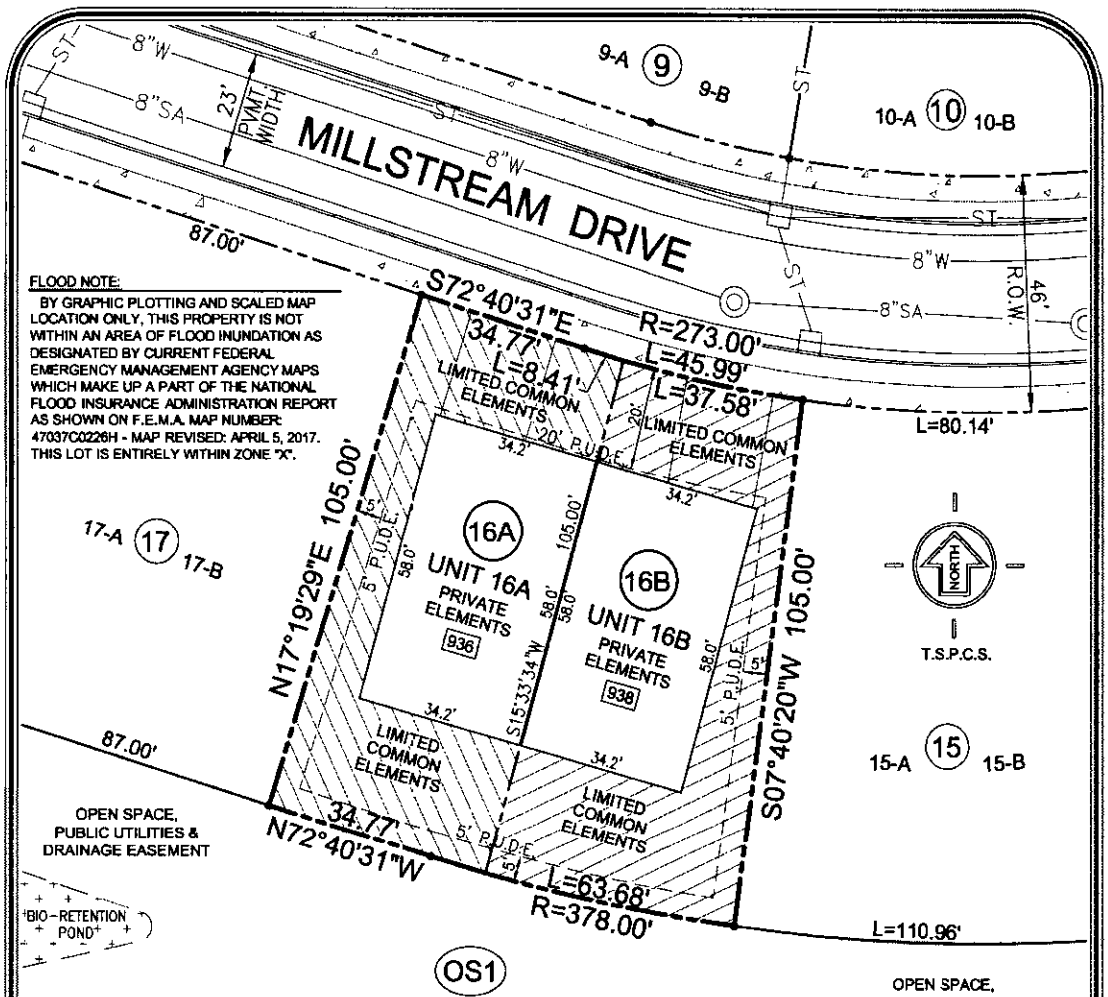
1st Council District - Metropolitan Nashville, Davidson County, Tennessee.

Scale: 1" = 30'

0' 15' 30' 60'
GRAPHIC SCALE

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

Drawn By:TMFuller
Checked By:JGT
Date: ~~July 21, 2020~~
Job No. 2020-351
Sheet 1 of 1
Dwg. Name: Rev2-Drakes Branch – Phase 1 – HPR Exhibit Lot 15.dwg



SPECIAL NOTE:
THE INFORMATION SHOWN ON THIS EXHIBIT WAS DERIVED FROM FIELD MEASUREMENTS MADE AND THE LATEST DEED(S) AND/OR PLAT(S) OF RECORD AND IS SUBJECT TO ANY FINDINGS OF AN ACCURATE TITLE SEARCH. NO TITLE WORK WAS FURNISHED TO THIS SURVEYOR PRIOR TO THIS EXHIBIT. THIS EXHIBIT IS NOT INTENDED TO REPRESENT A GENERAL PROPERTY / BOUNDARY LINE SURVEY.

REVISIONS:
1. By: TMF – Date: August 26, 2020 Changed Unit designation, remove lot and building areas and revise the title block per clients request.
2. By: TMF – Date: September 18, 2020 Changed Unit widths per the revised Arch. plans & clients request.
3. By: TMF – Date: October 26, 2020 Deleted "Unit" from legend.

PROPERTY LOCATED:
936 MILLSTREAM DRIVE - UNIT 16A
938 MILLSTREAM DRIVE - UNIT 16B
NASHVILLE, TN 37218
1st COUNCIL DISTRICT - METROPOLITAN NASHVILLE, DAVIDSON COUNTY, TENNESSEE.

LEGEND:
- UNIT PRIVATE ELEMENTS
- LIMITED COMMON ELEMENTS

JAMES G. TURRY — REGISTERED LAND SURVEYOR — TENNESSEE NO. 2357 — 10-26-20

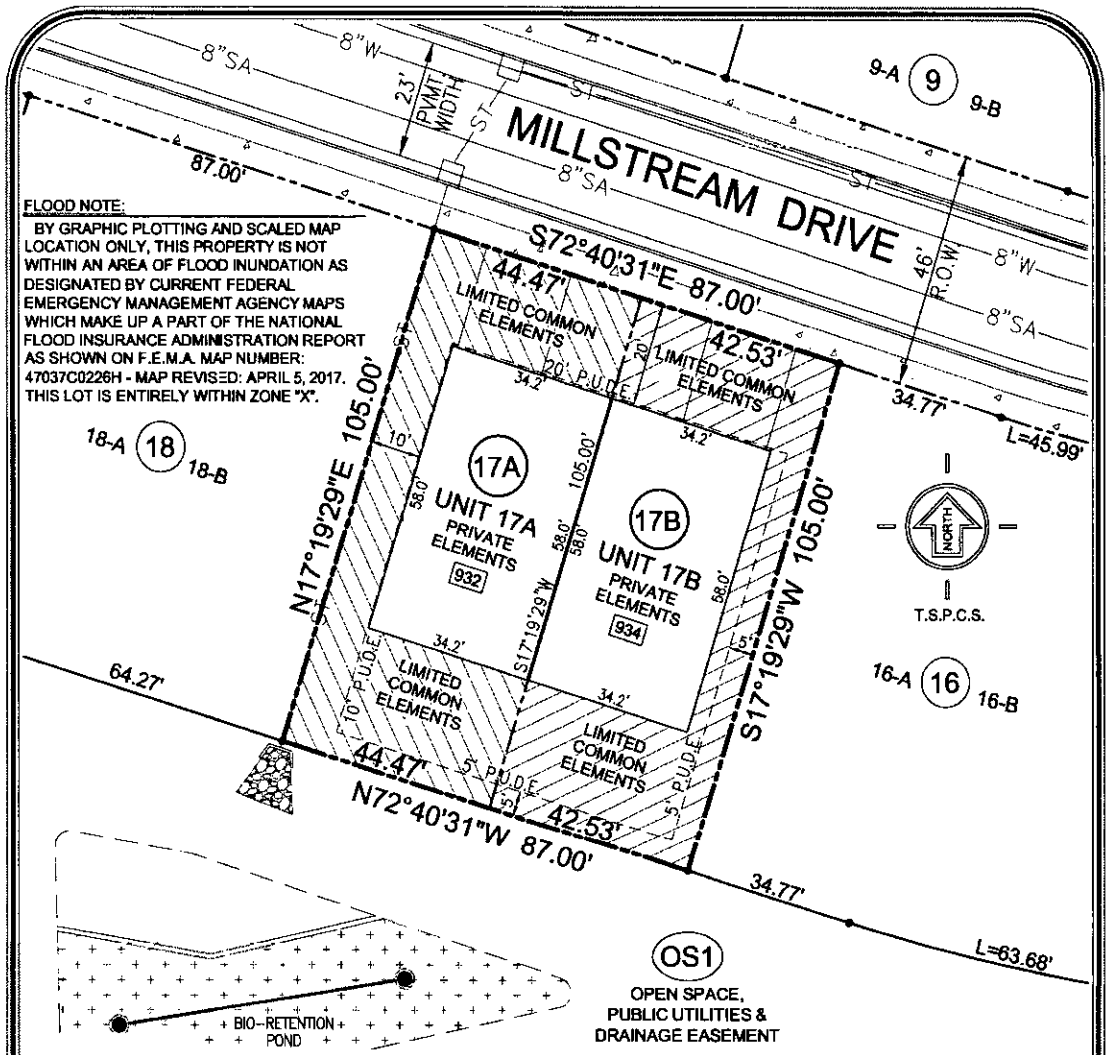
EXHIBIT "B-2"

HORIZONTAL PROPERTY REGIME WITH PRIVATE ELEMENTS
LOT 16
THE CROSSING AT DRAKES BRANCH
1st Council District - Metropolitan Nashville, Davidson County, Tennessee.

Scale: 1" = 30'
0' 15' 30' 60'
GRAPHIC SCALE

Prepared By:
JTA
LAND SURVEYING, INC.
2623 Elm Hill Pike, Suite K · Nashville, TN 37214
Phone 615.490.6920

Drawn By:TMFuller
Checked By:JGT
Date: ~~July 21, 2020~~
Job No. 2020-351
Sheet 1 of 1
Dwg. Name: Rev2-Drakes Branch – Phase 1 – HPR Exhibit Lot 16.dwg



FLOOD NOTE:

BY GRAPHIC PLOTTING AND SCALED MAP LOCATION ONLY, THIS PROPERTY IS NOT WITHIN AN AREA OF FLOOD INUNDATION AS DESIGNATED BY CURRENT FEDERAL EMERGENCY MANAGEMENT AGENCY MAPS WHICH MAKE UP A PART OF THE NATIONAL FLOOD INSURANCE ADMINISTRATION REPORT AS SHOWN ON F.E.M.A. MAP NUMBER: 47037C0226H - MAP REVISED: APRIL 5, 2017. THIS LOT IS ENTIRELY WITHIN ZONE "X".

SPECIAL NOTE:

THE INFORMATION SHOWN ON THIS EXHIBIT WAS DERIVED FROM FIELD MEASUREMENTS MADE AND THE LATEST DEED(S) AND/OR PLAT(S) OF RECORD AND IS SUBJECT TO ANY FINDINGS OF AN ACCURATE TITLE SEARCH. NO TITLE WORK WAS FURNISHED TO THIS SURVEYOR PRIOR TO THIS EXHIBIT. THIS EXHIBIT IS NOT INTENDED TO REPRESENT A GENERAL PROPERTY / BOUNDARY LINE SURVEY.

PROPERTY LOCATED:

932 MILLSTREAM DRIVE - UNIT 17A
934 MILLSTREAM DRIVE - UNIT 17B
NASHVILLE, TN 37218
1st COUNCIL DISTRICT - METROPOLITAN NASHVILLE, DAVIDSON COUNTY, TENNESSEE.

LEGEND:

- UNIT PRIVATE ELEMENTS
- LIMITED COMMON ELEMENTS

REVISIONS:

1. By: TMF – Date: August 26, 2020 Changed Unit designation, remove lot and building areas and revise the title block per clients request.
2. By: TMF – Date: September 18, 2020 Changed Unit widths per the revised Arch. plans & clients request.
3. By: TMF – Date: October 26, 2020 Deleted "Unit" from legend.

JAMES G. TERRY REGISTERED LAND SURVEYOR TENNESSEE NO. 2257 10.26.20

EXHIBIT "B-2"

HORIZONTAL PROPERTY REGIME WITH PRIVATE ELEMENTS

LOT 17
THE CROSSING AT DRAKES BRANCH

1st Council District - Metropolitan Nashville, Davidson County, Tennessee.

Scale: 1" = 30'

0' 15' 30' 60'
GRAPHIC SCALE

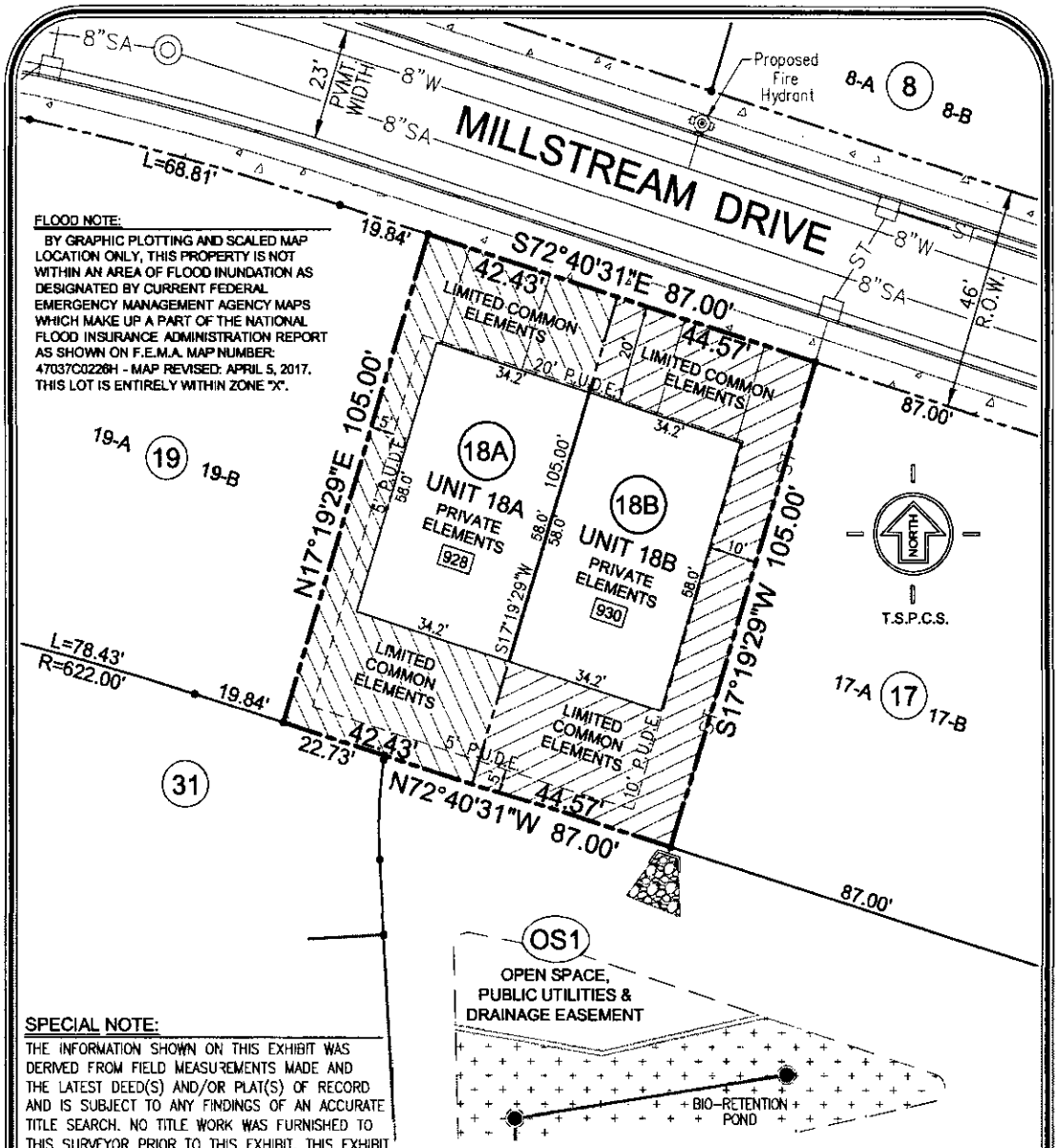
Prepared By:
JTA
LAND SURVEYING, INC.
2608 Elm Hill Pike, Suite K - Nashville, TN. 37214
Phone: 615-490-6920

Drawn By:TMFuller
Checked By:JGT

Date: ~~July 21, 2020~~
Job No. 2020-351

Sheet 1 of 1

Dwg. Name: Rev2-Drakes Branch - Phase 1 - HPR Exhibit Lot 17.dwg



FLOOD NOTE:

BY GRAPHIC PLOTTING AND SCALED MAP LOCATION ONLY, THIS PROPERTY IS NOT WITHIN AN AREA OF FLOOD INUNDATION AS DESIGNATED BY CURRENT FEDERAL EMERGENCY MANAGEMENT AGENCY MAPS WHICH MAKE UP A PART OF THE NATIONAL FLOOD INSURANCE ADMINISTRATION REPORT AS SHOWN ON F.E.M.A. MAP NUMBER: 47037C0226H - MAP REVISED: APRIL 5, 2017. THIS LOT IS ENTIRELY WITHIN ZONE "X".

SPECIAL NOTE:

THE INFORMATION SHOWN ON THIS EXHIBIT WAS DERIVED FROM FIELD MEASUREMENTS MADE AND THE LATEST DEED(S) AND/OR PLAT(S) OF RECORD AND IS SUBJECT TO ANY FINDINGS OF AN ACCURATE TITLE SEARCH. NO TITLE WORK WAS FURNISHED TO THIS SURVEYOR PRIOR TO THIS EXHIBIT. THIS EXHIBIT IS NOT INTENDED TO REPRESENT A GENERAL PROPERTY / BOUNDARY LINE SURVEY.

PROPERTY LOCATED:

928 MILLSTREAM DRIVE - UNIT 18A
930 MILLSTREAM DRIVE - UNIT 18B
NASHVILLE, TN 37218
1st COUNCIL DISTRICT - METROPOLITAN NASHVILLE, DAVIDSON COUNTY, TENNESSEE.

REVISIONS:

1. By: TMF – Date: August 26, 2020 Changed Unit designation, remove lot and building areas and revise the title block per clients request.
2. By: TMF – Date: September 18, 2020 Changed Unit widths per the revised Arch. plans & clients request.
3. By: TMF – Date: October 26, 2020 Deleted "Unit" from legend.

LEGEND:

- UNIT PRIVATE ELEMENTS
- LIMITED COMMON ELEMENTS

JAMES G. TERRY REGISTERED LAND SURVEYOR TENNESSEE NO. 2257
10-26-20

EXHIBIT "B-2"

HORIZONTAL PROPERTY REGIME WITH PRIVATE ELEMENTS

LOT 18
THE CROSSING AT DRAKES BRANCH

1st Council District - Metropolitan Nashville, Davidson County, Tennessee.

Scale: 1" = 30'

0' 15' 30' 60'
GRAPHIC SCALE

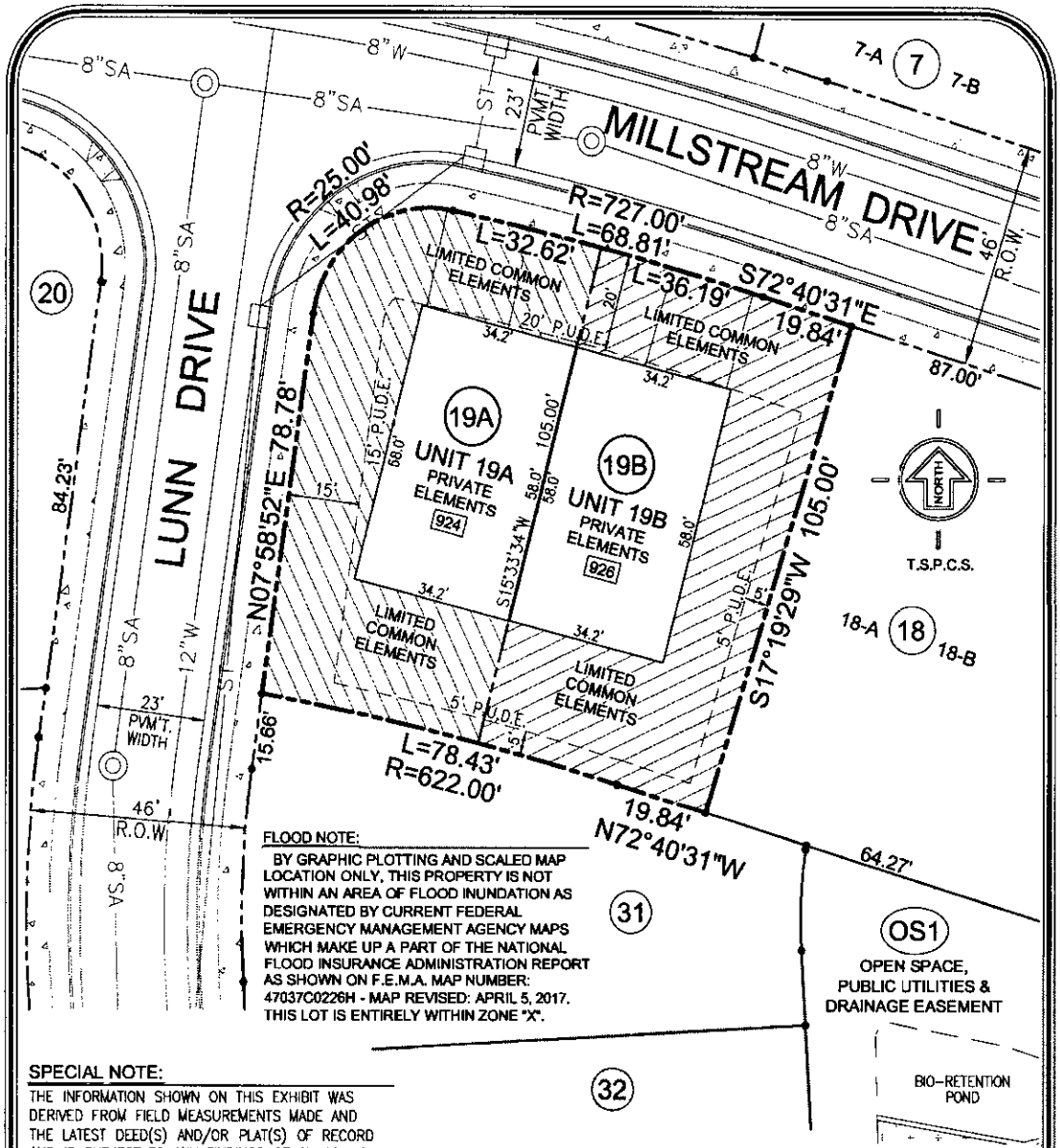
Prepared By:
JTA
LAND SURVEYING, INC.
2603 Elm Hill Pike, Suite K - Nashville, TN. 37214
Phone: 615-490-6920

Drawn By:TMFuller
Checked By:JGT

Date: ~~July 21, 2020~~
Job No. 2020-351

Sheet 1 of 1

Dwg. Name: Rev2-Drakes Branch – Phase 1 – HPR Exhibit Lot 18.dwg



FLOOD NOTE:

BY GRAPHIC PLOTTING AND SCALED MAP LOCATION ONLY, THIS PROPERTY IS NOT WITHIN AN AREA OF FLOOD INUNDATION AS DESIGNATED BY CURRENT FEDERAL EMERGENCY MANAGEMENT AGENCY MAPS WHICH MAKE UP A PART OF THE NATIONAL FLOOD INSURANCE ADMINISTRATION REPORT AS SHOWN ON F.E.M.A. MAP NUMBER: 47037C0226H - MAP REVISED: APRIL 5, 2017. THIS LOT IS ENTIRELY WITHIN ZONE "X".

SPECIAL NOTE:

THE INFORMATION SHOWN ON THIS EXHIBIT WAS DERIVED FROM FIELD MEASUREMENTS MADE AND THE LATEST DEED(S) AND/OR PLAT(S) OF RECORD AND IS SUBJECT TO ANY FINDINGS OF AN ACCURATE TITLE SEARCH. NO TITLE WORK WAS FURNISHED TO THIS SURVEYOR PRIOR TO THIS EXHIBIT. THIS EXHIBIT IS NOT INTENDED TO REPRESENT A GENERAL PROPERTY / BOUNDARY LINE SURVEY.

PROPERTY LOCATED:

924 MILLSTREAM DRIVE - UNIT 19A
926 MILLSTREAM DRIVE - UNIT 19B
NASHVILLE, TN 37218
1st COUNCIL DISTRICT - METROPOLITAN NASHVILLE, DAVIDSON COUNTY, TENNESSEE.

REVISIONS:

1. By: TMF – Date: August 26, 2020 Changed Unit designation, remove lot and building areas and revise the title block per clients request.
2. By: TMF – Date: September 18, 2020 Changed Unit widths per the revised Arch. plans & clients request.
3. By: TMF – Date: October 26, 2020 Deleted "Unit" from legend.

LEGEND:

- UNIT PRIVATE ELEMENTS
- LIMITED COMMON ELEMENTS

JAMES G. TERRY — REGISTERED LAND SURVEYOR — TENNESSEE NO. 2387 — 10-26-20

EXHIBIT "B-2"

HORIZONTAL PROPERTY REGIME WITH PRIVATE ELEMENTS

LOT 19
THE CROSSING AT DRAKES BRANCH

1st Council District - Metropolitan Nashville, Davidson County, Tennessee.

Scale: 1" = 30'

0' 15' 30' 60'
GRAPHIC SCALE

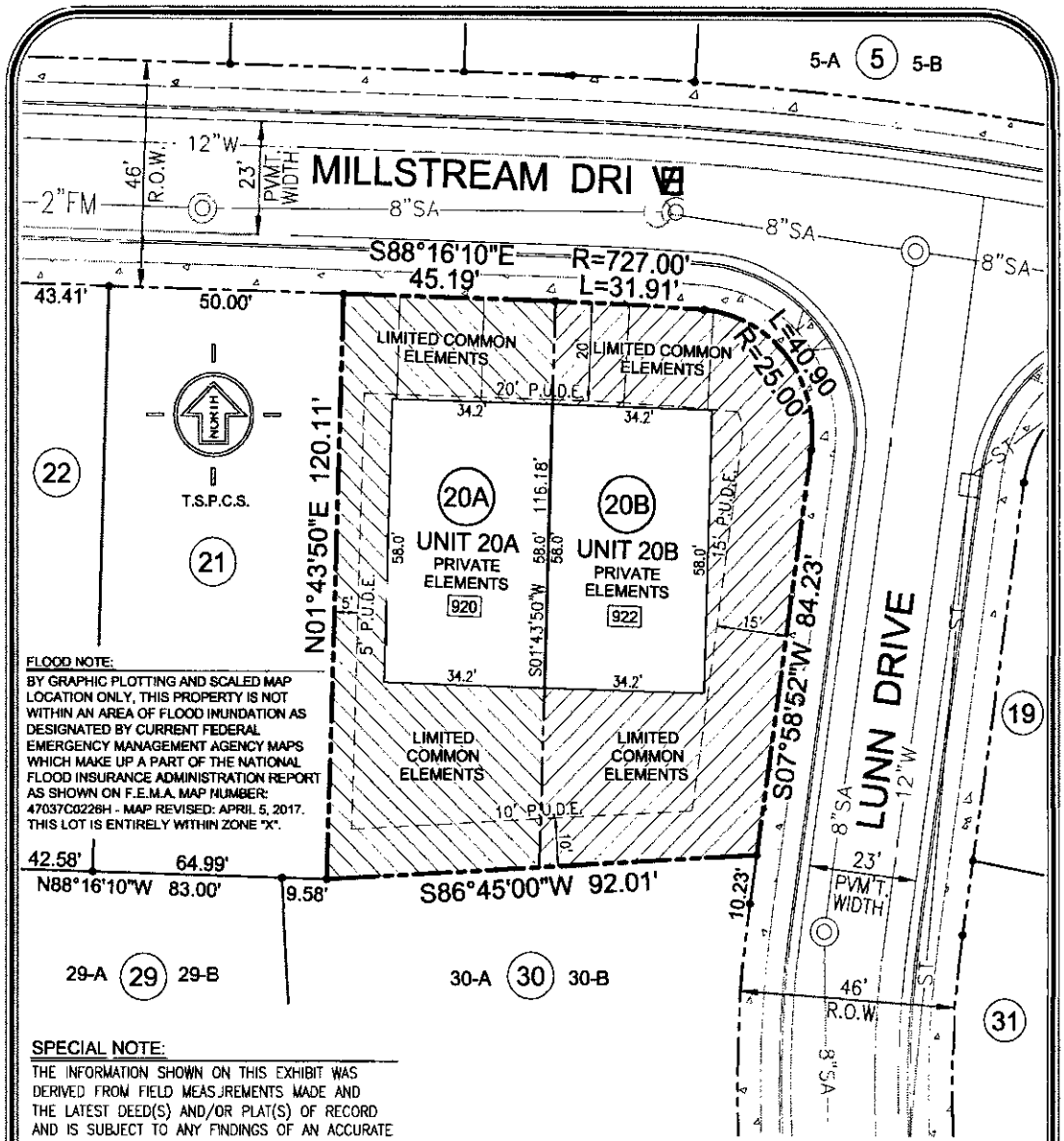
Prepared By:
JTA
LAND SURVEYING, INC.
2609 Elm Hill Pike Suite K Nashville, TN 37214
Phone: 615-490-6920

Drawn By:TMFuller
Checked By:JGT

Date: ~~July 21, 2020~~
Job No. 2020-351

Sheet 1 of 1

Dwg. Name: Rev2-Drakes Branch – Phase 1 – HPR Exhibit Lot 19.dwg



FLOOD NOTE:
BY GRAPHIC PLOTTING AND SCALED MAP LOCATION ONLY, THIS PROPERTY IS NOT WITHIN AN AREA OF FLOOD INUNDATION AS DESIGNATED BY CURRENT FEDERAL EMERGENCY MANAGEMENT AGENCY MAPS WHICH MAKE UP A PART OF THE NATIONAL FLOOD INSURANCE ADMINISTRATION REPORT AS SHOWN ON F.E.M.A. MAP NUMBER: 47037C0226H - MAP REVISED: APRIL 5, 2017. THIS LOT IS ENTIRELY WITHIN ZONE "X".

SPECIAL NOTE:
THE INFORMATION SHOWN ON THIS EXHIBIT WAS DERIVED FROM FIELD MEASUREMENTS MADE AND THE LATEST DEED(S) AND/OR PLAT(S) OF RECORD AND IS SUBJECT TO ANY FINDINGS OF AN ACCURATE TITLE SEARCH. NO TITLE WORK WAS FURNISHED TO THIS SURVEYOR PRIOR TO THIS EXHIBIT. THIS EXHIBIT IS NOT INTENDED TO REPRESENT A GENERAL PROPERTY / BOUNDARY LINE SURVEY.

PROPERTY LOCATED:
920 MILLSTREAM DRIVE - UNIT 20A
922 MILLSTREAM DRIVE - UNIT 20B
NASHVILLE, TN 37218
1st COUNCIL DISTRICT - METROPOLITAN NASHVILLE, DAVIDSON COUNTY, TENNESSEE.

LEGEND:
- UNIT PRIVATE ELEMENTS
- LIMITED COMMON ELEMENTS

REVISIONS:
1. By: TMF – Date: August 26, 2020 Changed Unit designation, remove lot and building areas and revise the title block per clients request.
2. By: TMF – Date: September 18, 2020 Changed Unit widths per the revised Arch. plans & clients request.
3. By: TMF – Date: October 26, 2020 Deleted "Unit" from legend.

JAMES G. TURRY REGISTERED LAND SURVEYOR TENNESSEE NO. 2357
10.26.20

EXHIBIT "B-2"

HORIZONTAL PROPERTY REGIME WITH PRIVATE ELEMENTS

LOT 20
THE CROSSING AT DRAKES BRANCH

1st Council District - Metropolitan Nashville, Davidson County, Tennessee.

Scale: 1" = 30'

0' 15' 30' 60'
GRAPHIC SCALE

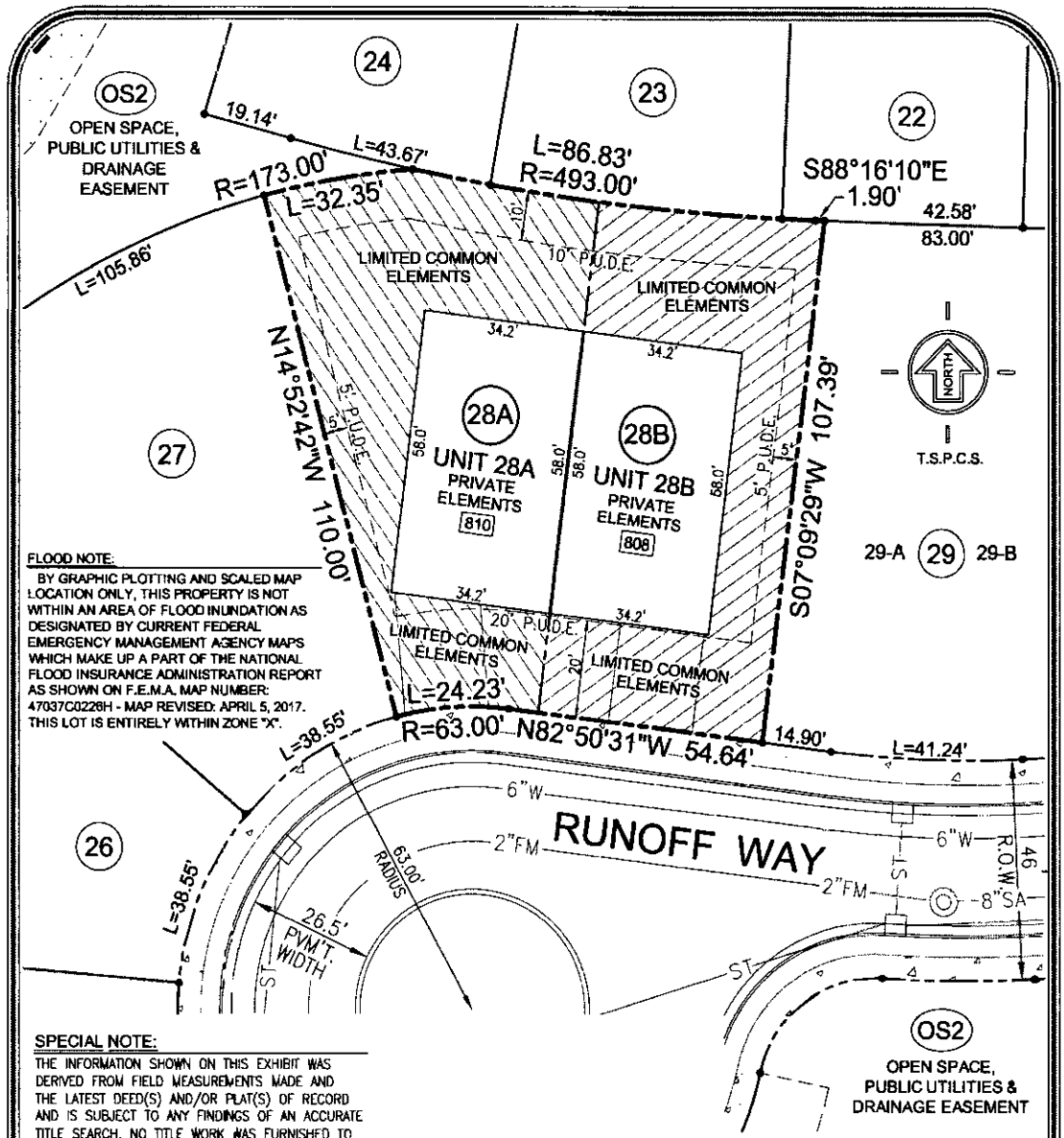
Prepared By:
JTA
LAND SURVEYING, INC.
2609 Ezell Hill Pike, Suite K - Nashville, TN 37214
Phone: 615 490 6923

Dwg. Name: Rev2-Drakes Branch – Phase 1 – HPR Exhibit Lot 20.dwg

Drawn By:TMFuller
Checked By:JGT

Date: ~~July 22, 2020~~
Job No. 2020-351

Sheet 1 of 1



FLOOD NOTE:
BY GRAPHIC PLOTTING AND SCALED MAP LOCATION ONLY, THIS PROPERTY IS NOT WITHIN AN AREA OF FLOOD INUNDATION AS DESIGNATED BY CURRENT FEDERAL EMERGENCY MANAGEMENT AGENCY MAPS WHICH MAKE UP A PART OF THE NATIONAL FLOOD INSURANCE ADMINISTRATION REPORT AS SHOWN ON F.E.M.A. MAP NUMBER: 47037C0226H - MAP REVISED: APRIL 5, 2017. THIS LOT IS ENTIRELY WITHIN ZONE "X".

SPECIAL NOTE:
THE INFORMATION SHOWN ON THIS EXHIBIT WAS DERIVED FROM FIELD MEASUREMENTS MADE AND THE LATEST DEED(S) AND/OR PLAT(S) OF RECORD AND IS SUBJECT TO ANY FINDINGS OF AN ACCURATE TITLE SEARCH. NO TITLE WORK WAS FURNISHED TO THIS SURVEYOR PRIOR TO THIS EXHIBIT. THIS EXHIBIT IS NOT INTENDED TO REPRESENT A GENERAL PROPERTY / BOUNDARY LINE SURVEY.

REVISIONS:
1. By: TMF – Date: August 26, 2020 Changed Unit designation, remove lot and building areas and revise the title block per clients request.
2. By: TMF – Date: September 18, 2020 Changed Unit widths per the revised Arch. plans & clients request.
3. By: TMF – Date: October 26, 2020 Deleted "Unit" from legend.

PROPERTY LOCATED:

810 RUNOFF WAY - UNIT 28A
808 RUNOFF WAY - UNIT 28B
NASHVILLE, TN 37218
1st COUNCIL DISTRICT - METROPOLITAN NASHVILLE, DAVIDSON COUNTY, TENNESSEE.

LEGEND:

- UNIT PRIVATE ELEMENTS
- LIMITED COMMON ELEMENTS

JAMES G. TERRY
REGISTERED LAND SURVEYOR
No. 2237
AGENT
COMMISSIONED
TENNESSEE
10-26-20

EXHIBIT "B-2"

HORIZONTAL PROPERTY REGIME WITH PRIVATE ELEMENTS

LOT 28
THE CROSSING AT DRAKES BRANCH

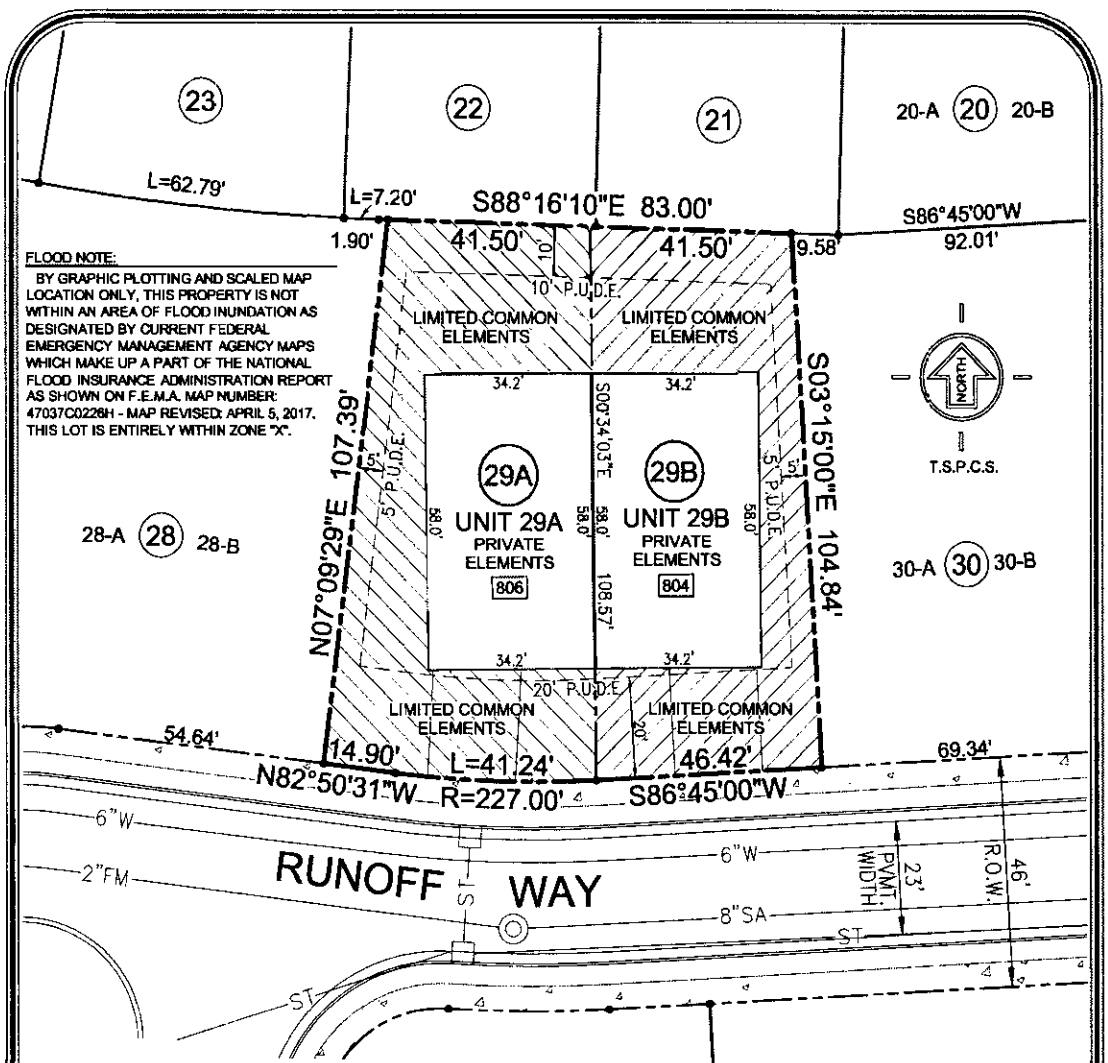
1st Council District - Metropolitan Nashville, Davidson County, Tennessee.

Scale: 1" = 30'

0' 15' 30' 60'
GRAPHIC SCALE

Prepared By
JTA
LAND SURVEYING, INC.
2408 Elm Hill Pike, Suite K - Nashville, TN 37214
Phone: 615-490-6920

Dwg. Name: Rev2-Drakes Branch - Phase 1 - HPR Exhibit Lot 28.dwg
Drawn By:TMFuller
Checked By:JGT
Date: ~~July 22, 2020~~
Job No. 2020-351
Sheet 1 of 1



SPECIAL NOTE:

THE INFORMATION SHOWN ON THIS EXHIBIT WAS DERIVED FROM FIELD MEASUREMENTS MADE AND THE LATEST DEED(S) AND/OR PLAT(S) OF RECORD AND IS SUBJECT TO ANY FINDINGS OF AN ACCURATE TITLE SEARCH. NO TITLE WORK WAS FURNISHED TO THIS SURVEYOR PRIOR TO THIS EXHIBIT. THIS EXHIBIT IS NOT INTENDED TO REPRESENT A GENERAL PROPERTY / BOUNDARY LINE SURVEY.

FLOOD NOTE:

BY GRAPHIC PLOTTING AND SCALED MAP LOCATION ONLY, THIS PROPERTY IS NOT WITHIN AN AREA OF FLOOD INUNDATION AS DESIGNATED BY CURRENT FEDERAL EMERGENCY MANAGEMENT AGENCY MAPS WHICH MAKE UP A PART OF THE NATIONAL FLOOD INSURANCE ADMINISTRATION REPORT AS SHOWN ON F.E.M.A. MAP NUMBER: 47037C0226H - MAP REVISED: APRIL 5, 2017. THIS LOT IS ENTIRELY WITHIN ZONE "X".

PROPERTY LOCATED:

806 RUNOFF WAY - UNIT 29A
804 RUNOFF WAY - UNIT 29B
NASHVILLE, TN 37218
1st COUNCIL DISTRICT - METROPOLITAN NASHVILLE, DAVIDSON COUNTY, TENNESSEE.

REVISIONS:

1. By: TMF – Date: August 26, 2020 Changed Unit designation, remove lot and building areas and revise the title block per clients request.
2. By: TMF – Date: September 18, 2020 Changed Unit widths per the revised Arch. plans & clients request.
3. By: TMF – Date: October 26, 2020 Deleted "Unit" from legend.

LEGEND:

- UNIT PRIVATE ELEMENTS
- LIMITED COMMON ELEMENTS

JAMES G. FURRY REGISTERED LAND SURVEYOR TENNESSEE NO. 2287
10-26-20

EXHIBIT "B-2"

HORIZONTAL PROPERTY REGIME WITH PRIVATE ELEMENTS

LOT 29
THE CROSSING AT DRAKES BRANCH

1st Council District - Metropolitan Nashville, Davidson County, Tennessee.

Scale: 1" = 30'

0' 15' 30' 60'

GRAPHIC SCALE

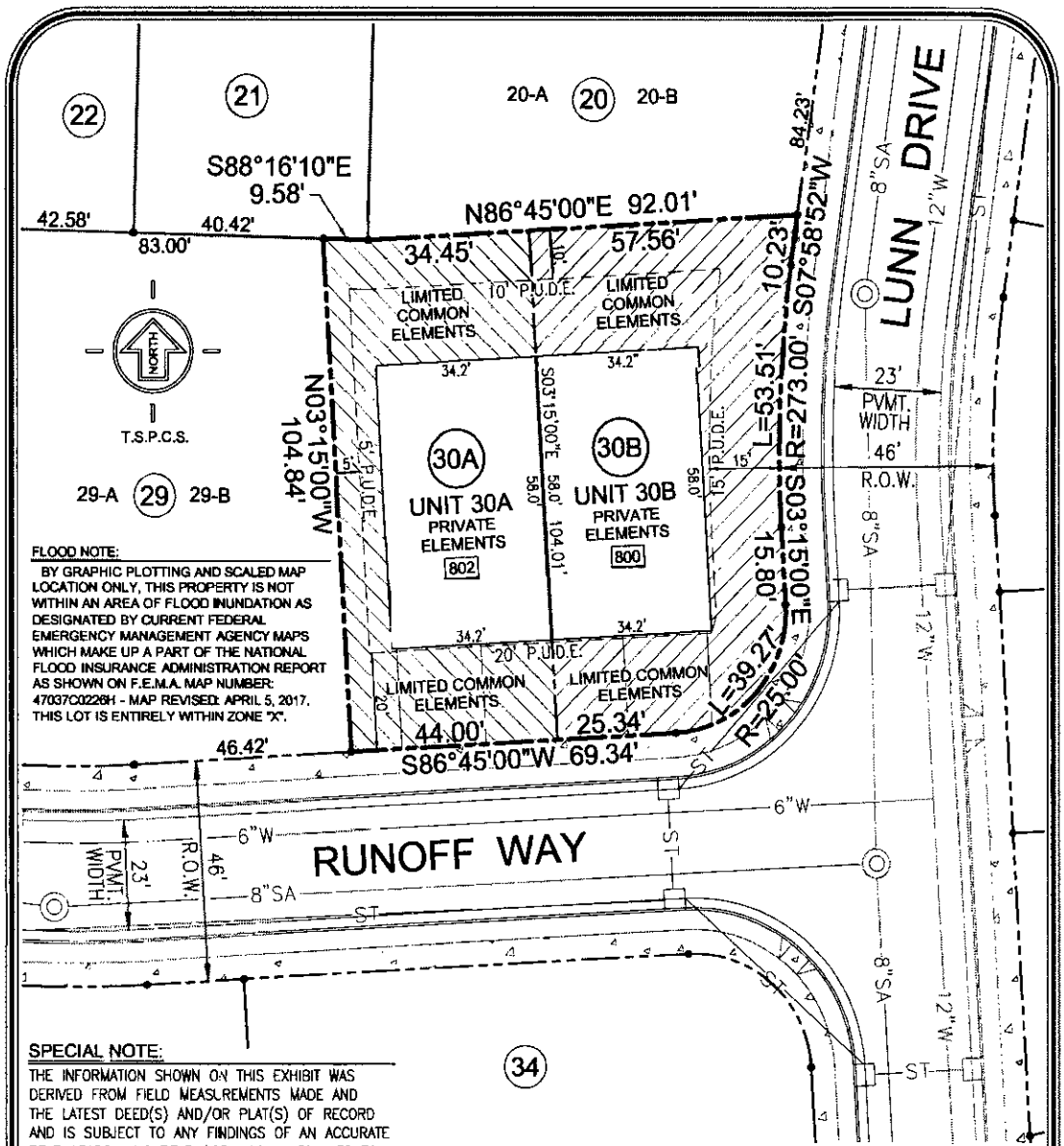
Prepared By:
JTA
LAND SURVEYING, INC.
2605 Elm Hill Pike, Suite K Nashville, TN 37214
Phone: 615-890-6920

Dwg. Name: Rev2-Drakes Branch - Phase 1 - HPR Exhibit Lot 29.dwg

Drawn By:TMFuller
Checked By:JGT

Sheet 1 of 1

Date: ~~July 22, 2020~~
Job No. 2020-351



FLOOD NOTE:
BY GRAPHIC PLOTTING AND SCALED MAP LOCATION ONLY, THIS PROPERTY IS NOT WITHIN AN AREA OF FLOOD INUNDATION AS DESIGNATED BY CURRENT FEDERAL EMERGENCY MANAGEMENT AGENCY MAPS WHICH MAKE UP A PART OF THE NATIONAL FLOOD INSURANCE ADMINISTRATION REPORT AS SHOWN ON F.E.M.A. MAP NUMBER: 47037C0226H - MAP REVISED: APRIL 5, 2017. THIS LOT IS ENTIRELY WITHIN ZONE "X".

SPECIAL NOTE:
THE INFORMATION SHOWN ON THIS EXHIBIT WAS DERIVED FROM FIELD MEASUREMENTS MADE AND THE LATEST DEED(S) AND/OR PLAT(S) OF RECORD AND IS SUBJECT TO ANY FINDINGS OF AN ACCURATE TITLE SEARCH. NO TITLE WORK WAS FURNISHED TO THIS SURVEYOR PRIOR TO THIS EXHIBIT. THIS EXHIBIT IS NOT INTENDED TO REPRESENT A GENERAL PROPERTY / BOUNDARY LINE SURVEY.

REVISIONS:
1. By: TMF – Date: August 26, 2020 Changed Unit designation, remove lot and building areas and revise the title block per clients request.
2. By: TMF – Date: September 18, 2020 Changed Unit widths per the revised Arch. plans & clients request.
3. By: TMF – Date: October 26, 2020 Deleted "Unit" from legend.

PROPERTY LOCATED:

802 RUNOFF WAY - UNIT 30A
800 RUNOFF WAY - UNIT 30B
NASHVILLE, TN 37218
1st COUNCIL DISTRICT - METROPOLITAN NASHVILLE, DAVIDSON COUNTY, TENNESSEE.

LEGEND:

- UNIT PRIVATE ELEMENTS
- LIMITED COMMON ELEMENTS

JAMES G. TURRY REGISTERED LAND SURVEYOR TENNESSEE NO. 2287
10.26.20

EXHIBIT "B-2"

HORIZONTAL PROPERTY REGIME WITH PRIVATE ELEMENTS

LOT 30
THE CROSSING AT DRAKES BRANCH

1st Council District - Metropolitan Nashville, Davidson County, Tennessee.

Scale: 1" = 30'

0' 15' 30' 60'
GRAPHIC SCALE

Prepared By:
JTA
LAND SURVEYING, INC.
2609 Elm Hill Pike, Suite K - Nashville, TN 37214
Phone: 615-390-6927

Drawn By:TMFuller
Checked By:JGT

Date: ~~July 22, 2020~~
Job No. 2020-351

Sheet 1 of 1

Dwg. Name: Rev2-Drakes Branch - Phase 1 - HPR Exhibit Lot 30.dwg

EXHIBIT C-1

CHARTER OF THE ASSOCIATION

[SEE ATTACHED]

Tre Hargett
Secretary of State

Karen Johnson Davidson County
Batch# 413904 CHARTER
06/12/2020 12:05:39 PM 5 pgs
Fees: $7.00 Taxes: $0.00

[redacted]

20200612-0060384

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

THE CROSSING AT DRAKE'S BRANCH HOMEOWNERS ASSOCIATI(
2925 BERRY HILL DR
NASHVILLE, TN 37204-3126

June 5, 2020

Filing Acknowledgment

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

SOS Control # :	**001101628**	Formation Locale:	TENNESSEE
Filing Type:	Nonprofit Corporation - Domestic	Date Formed:	06/05/2020
Filing Date:	06/05/2020 10:03 AM	Fiscal Year Close:	12
Status:	Active	Annual Report Due:	04/01/2021
Duration Term:	Perpetual	Image # :	B0874-3222
Public/Mutual Benefit:	Mutual		
Business County:	DAVIDSON COUNTY		

Document Receipt

Receipt # : 005585162	Filing Fee:	$100.00
Payment-Check/MO - ORTALE KELLEY, NASHVILLE, TN		$100.00

Registered Agent Address:
THE CROSSING AT DRAKE'S BRANCH HOMEOWNERS ASSOCIATI(
STE 1000
50 VANTAGE WAY
NASHVILLE, TN 37228-1523

Principal Address:
2925 BERRY HILL DR
NASHVILLE, TN 37204-3126

Congratulations on the successful filing of your **Charter** for **THE CROSSING AT DRAKE'S BRANCH HOMEOWNERS ASSOCIATION, INC.** in the State of Tennessee which is effective on the date shown above. You must also file this document in the office of the Register of Deeds in the county where the entity has its principal office if such principal office is in Tennessee. Please visit the Tennessee Department of Revenue website (www.tn.gov/revenue) to determine your online tax registration requirements. If you need to obtain a Certificate of Existence for this entity, you can request, pay for, and receive it from our website.

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

Tre Hargett
Secretary of State

Processed By: Carol Dickerson

B0674-3222 05/05/2023 10:03 AM Received by Tennessee Secretary Of State Filed

CHARTER

FILED

OF

THE CROSSING AT DRAKE'S BRANCH HOMEOWNERS ASSOCIATION, INC.

The undersigned natural person, having capacity to contract and acting as the incorporator of a corporation under the Tennessee Nonprofit Corporation Act, adopts the following Charter for such corporation:

1. The name of the corporation is THE CROSSING AT DRAKE'S BRANCH HOMEOWNERS ASSOCIATION, INC.

2. The name of the initial registered agent of the corporation is THE CROSSING AT DRAKE'S BRANCH HOMEOWNERS ASSOCIATION, INC.

3. The address of the initial registered office of the corporation is 50 Vantage Way, Suite 100, Nashville, TN 37228.

4. The address of the principal office of the corporation in the State of Tennessee shall be 2925 Berry Hill Dr Nashville 37204

5. The name and address of the incorporator is Jeremy H. Cherry, Esq., Ortale Kelley Law Firm, P.O. Box 198985, 330 Commerce Street, Suite 110, Nashville, Tennessee 37201.

6. The corporation is a mutual benefit corporation.

7. The corporation is not for profit.

8. This corporation is organized for the purpose of providing for the ownership, operation, maintenance, preservation, development, and control of all property known as THE CROSSING AT DRAKE'S BRANCH as established by a Declaration of Covenants, Conditions and Restrictions and Bylaws for the benefit

E0874-3223 05/05/2025 10:53 AM Received by Tennessee Secretary of State Fire Target

and use of the owners and residents of the Lots indicated thereon and in pursuit thereof to:

a. Acquire, by gift, purchase or otherwise, own, hold, improve, build upon, operate, maintain, convey, sell, lease, transfer, dedicate for public use, or otherwise dispose of real or personal property in accordance with the law and in connection with the purposes of this corporation;

b. Fix, levy, collect and enforce payment by any lawful means of all charges and assessments levied or assessed against members of the corporation and to pay all expenses incident to the conduct of the business of the corporation including all licenses, taxes, or other charges levied against the property of the corporation;

c. Borrow money and mortgage, pledge, or deed in trust any or all of its real or personal property as security for money borrowed for debts incurred;

d. Contract or otherwise provide for necessary or desired maintenance, or improvement, repair, restoration or alteration of its real and personal property, and to purchase, if necessary, equipment, and employ personnel to achieve these purposes;

e. Represent and promote the welfare of the owners and residents of the Lots located within THE CROSSING AT DRAKE'S BRANCH and to have and exercise any and all rights, powers, and privileges which a corporation not for profit organized under the Tennessee General Corporation Act may now or hereafter have or exercise; and

f. Generally engage in any other lawful endeavor or activity in furtherance of the foregoing, so long as such endeavor or activity does not prevent the corporation from being, or maintaining its status as, a homeowners association as defined by Section 528(c)(1) of the Internal Revenue Code of 1986 or corresponding section of any future income tax code.

9. This corporation is to have members. Every person or entity who is a record owner of a fee interest in any Lot located within THE CROSSING AT DRAKE'S BRANCH shall be a member of the corporation. Nothing herein is intended to include persons or entities holding any interest intended merely as security for the performance of an obligation. Ownership of a Lot shall be the sole qualification for members, and a membership shall not be transferable other than as it is appurtenant to ownership of a Lot. When more than one (1) person holds an interest in a Lot, only one (1) certificate of membership shall issue and the rights and privileges accruing to such membership shall be assigned among the owners as they may agree.

10. To the extent allowed by the laws of the State of Tennessee, no present or future directors of the corporation (or his or her estate, heirs and personal representatives) shall be liable to the corporation or its members for monetary damages for breach of fiduciary duty as a director of the corporation. Any liability of a director shall be further eliminated to the fullest extent allowed by the laws of the State of Tennessee, as may hereafter be adopted or amended.

11. With respect to claims or liabilities arising out of service as a director or officer of the corporation, the corporation shall indemnify and advance expenses to each

E0874-3224 05/05/2020 10:03 AM Received by Tennessee Secretary of State Tre Hargett

present and future director and officer to the fullest extent allowed by the laws of the State of Tennessee, both as now in effect and as hereafter adopted or amended.

12. No part of the net earnings of the corporation shall inure to the benefit of, or be distributable to, its directors, officers, members or other private individuals or persons, except that the corporation shall be authorized and empowered to (a) pay reasonable compensation for goods and services rendered, (b) rebate excess membership dues, fees or assessments, and (c) make payments in furtherance of the purposes set forth herein.

13. Upon dissolution, after all creditors of the corporation have been paid any excess membership dues, fees or assessments have been rebated, its assets shall be distributed to the then current Lot owners.

14. This Charter may be amended upon the approval of at least two-thirds (2/3) vote of eligible Lot owners, however, this Charter may be amended unilaterally: (1) by the incorporator up to the date the first Lot is conveyed to an owner other than Declarant or builders holding title solely for purposes of development and sale; or (2) by the Board of Directors at any time as permitted under Tenn. Code Ann. §§ 48-51-101 *et seq.*

DATED this 3rd day of June, 2020.

Jeremy H. Cherry, Incorporator
Ortale Kelley Law Firm
P.O. Box 198985
330 Commerce Street, Suite 110
Nashville, Tennessee 37201
Phone: (615) 256-9999
Fax: (615) 726-1494

E0674-3225 06/05/2020 10:53 AM Received by Tennessee Secretary of State Fire Marshal

Tre Hargett
Secretary of State

Karen Johnson Davidson County
Batch# 503451 CHARTER
10/29/2020 02:46:30 PM 3 pgs
Fees: $7.00 Taxes: $0.00
20201029-0126134

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

THE CROSSING AT DRAKES BRANCH HOMEOWNERS ASSOCIATIC
2925 BERRY HILL DR
NASHVILLE, TN 37204-3126

October 27, 2020

Filing Acknowledgment

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

Control # : 1101628 Status: Active
Filing Type: Nonprofit Corporation - Domestic

Document Receipt

Receipt # : 005861303	Filing Fee:	$20.00
Payment-Account - #65542 ORTALE KELLEY, NASHVILLE, TN		$20.00

Amendment Type: Articles of Amendment
Filed Date: 10/27/2020 1:03 PM

Image # : B0927-3295

This will acknowledge the filing of the attached articles of amendment with an effective date as indicated above. When corresponding with this office or submitting documents for filing, please refer to the control number given above.

You must also file this document in the office of the Register of Deeds in the county where the entity has its principal office if such principal office is in Tennessee.

Tre Hargett
Secretary of State

Processed By: Brooklyn Harrington

Field Name	Changed From	Changed To
Filing Name	THE CROSSING AT DRAKE'S BRANCH HOMEOWNERS ASSOCIATION, INC.	THE CROSSING AT DRAKES BRANCH HOMEOWNERS ASSOCIATION, INC.
Registered Agent Organization Name	THE CROSSING AT DRAKE'S BRANCH HOMEOWNERS ASSOCIATION, INC.	THE CROSSING AT DRAKES BRANCH HOMEOWNERS ASSOCIATION, INC.

B0927-3295 10/27/2020 1:03 PM Received by Tennessee Secretary of State Tre Hargett

State of Tennessee

Department of State
Corporate Filings
312 Rosa L. Parks Avenue
6th Floor, William R. Snodgrass Tower
Nashville, TN 37243

ARTICLES OF AMENDMENT TO THE CHARTER (Nonprofit)

For Office Use Only

FILED

Corporate Control Number (If Known) 001101628

Pursuant to the provisions of section 48-60-105 of *The Tennessee Nonprofit Corporation Act,* the undersigned corporation adopts the following articles of amendment to its charter:

1. Please insert the name of the corporation as it appears of record:
The Crossing at Drake's Branch Homeowners Association, Inc.
If changing the name, insert the new name on the line below:
The Crossing at Drakes Branch Homeowners Association, Inc.

2. Please check the block that applies:
☑ Amendment is to be effective when filed by the secretary of state.
☐ Amendment is to be effective, _____ (month, day, year)
(Not to be later than the 90th day after the date this document is filed.) If neither block is checked, the amendment will be effective at the time of filing.

3. Please insert any changes that apply:
a. Principal address: _____ (Street) _____ (City) _____ (State/County) _____ (Zip Code)
b. Registered agent: _____
c. Registered address: _____ (Street) _____ (City) _____ (State/County) _____ (Zip Code)
d. Other changes: _____

4. The corporation is a nonprofit corporation.

5. The manner (if not set forth in the amendment) for implementation of any exchange, reclassification, or cancellation of memberships is as follows:

6. The amendment was duly adopted on 10/27/2020 (month, day, year) by (please check the block that applies):
☐ The incorporators without member approval, as such was not required.
☐ The board of directors without member approval, as such was not required.
☑ The members

7. Indicate which of the following statements applies by checking the applicable block:
☑ Additional approval for the amendment (as permitted by §48-60-301 of the tennessee nonprofit corporation act) was not required.
☐ Additional approval for the amendment was required by the charter and was obtained.

Incorporator
Signer's Capacity

Signature

October 27, 2020
Date

Jeremy Cherry
Name of Signer (typed or printed)

SS-4416 **Filing Fee: $20** RDA 1678

I, the undersigned, 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.

JEREMY H. CHERRY

State of Tennessee

County of Davidson

Personally appeared before me, the undersigned, a Notary Public for this county and state, JEREMY H. CHERRY, who acknowledges that this certification of an electronic document is true and correct and whose signature I have witnessed.

My Commission expires: 11/8/2022

Notary Public

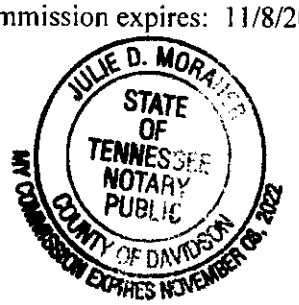


EXHIBIT C-2

CHARTER OF THE TOWNHOME ASSOCIATION

[SEE ATTACHED]

Karen Johnson Davidson County
Batch# 444322 CHARTER
07/27/2020 12:24:30 PM 6 pgs
Fees: $7.50 Taxes: $0.00
20200727-0082061

Tre Hargett
Secretary of State

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

THE CROSSING AT DRAKE'S BRANCH TOWNHOME OWNERS ASS
2925 BERRY HILL DR
NASHVILLE, TN 37204-3126

July 16, 2020

Filing Acknowledgment

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

SOS Control # :	**001112245**	Formation Locale:	TENNESSEE
Filing Type:	Nonprofit Corporation - Domestic	Date Formed:	07/16/2020
Filing Date:	07/16/2020 9:27 AM	Fiscal Year Close:	12
Status:	Active	Annual Report Due:	04/01/2021
Duration Term:	Perpetual	Image # :	B0889-5407
Public/Mutual Benefit:	Mutual		
Business County:	DAVIDSON COUNTY		

Document Receipt

Receipt # : 005669240	Filing Fee:	$100.00
Payment-Check/MO - ORTALE KELLEY, NASHVILLE, TN		$100.00

Registered Agent Address:
THE CROSSING AT DRAKE'S BRANCH TOWNHOME OWNERS ASS
STE 100
50 VANTAGE WAY
NASHVILLE, TN 37228-1553

Principal Address:
2925 BERRY HILL DR
NASHVILLE, TN 37204-3126

Congratulations on the successful filing of your **Charter** for **THE CROSSING AT DRAKE'S BRANCH TOWNHOME OWNERS ASSOCIATION, INC.** in the State of Tennessee which is effective on the date shown above. You must also file this document in the office of the Register of Deeds in the county where the entity has its principal office if such principal office is in Tennessee. Please visit the Tennessee Department of Revenue website (www.tn.gov/revenue) to determine your online tax registration requirements. If you need to obtain a Certificate of Existence for this entity, you can request, pay for, and receive it from our website.

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

Tre Hargett
Secretary of State

Processed By: Stephanie Booker

E0889-5407 07/15/2020 9:27 AM Received by Tennessee Secretary of State Tre Hargett

CHARTER

OF

FILED

THE CROSSING AT DRAKE'S BRANCH TOWNHOME OWNERS ASSOCIATION, INC.

The undersigned natural person, having capacity to contract and acting as the incorporator of a corporation under the Tennessee Nonprofit Corporation Act, adopts the following Charter for such corporation:

1. The name of the corporation is THE CROSSING AT DRAKE'S BRANCH TOWNHOME OWNERS ASSOCIATION, INC.
2. The name of the initial registered agent of the corporation is THE CROSSING AT DRAKE'S BRANCH TOWNHOME OWNERS ASSOCIATION, INC.
3. The address of the initial registered office of the corporation is 50 Vantage Way, Suite 100, Nashville, TN 37228.
4. The address of the principal office of the corporation shall be 2925 Berry Hill Dr., Nashville, TN 37204.
5. The name and address of the incorporator is Jeremy H. Cherry, Esq., Ortale Kelley Law Firm, P.O. Box 198985, 330 Commerce St. Suite 110, Nashville, Tennessee 37201.
6. The corporation is a mutual benefit corporation.
7. The corporation is not for profit.
8. This corporation is organized for the purpose of providing for the ownership, operation, maintenance, preservation, development, and control of all property known as THE CROSSING AT DRAKE'S BRANCH TOWNHOMES as

established by a Declaration of Covenants, Conditions and Restrictions and Bylaws for the benefit and use of the owners and residents of the Units indicated thereon and in pursuit thereof to:

a. Acquire, by gift, purchase or otherwise, own, hold, improve, build upon, operate, maintain, convey, sell, lease, transfer, dedicate for public use, or otherwise dispose of real or personal property in accordance with the law and in connection with the purposes of this corporation;

b. Fix, levy, collect and enforce payment by any lawful means of all charges and assessments levied or assessed against members of the corporation and to pay all expenses incident to the conduct of the business of the corporation including all licenses, taxes, or other charges levied against the property of the corporation;

c. Borrow money and mortgage, pledge, or deed in trust any or all of its real or personal property as security for money borrowed for debts incurred;

d. Contract or otherwise provide for necessary or desired maintenance, or improvement, repair, restoration or alteration of its real and personal property, and to purchase, if necessary, equipment, and employ personnel to achieve these purposes;

e. Represent and promote the welfare of the owners and residents of the Units located within THE CROSSING AT DRAKE'S BRANCH TOWNHOMES and to have and exercise any and all rights, powers, and privileges which a corporation not for profit organized under the Tennessee General Corporation Act may now or hereafter have or exercise; and

B0889-5498 07/15/2020 9:27 AM Received by Tennessee Secretary of State Tre Hargett

f. Generally engage in any other lawful endeavor or activity in furtherance of the foregoing, so long as such endeavor or activity does not prevent the corporation from being, or maintaining its status as, a homeowners association as defined by Section 528(c)(1) of the Internal Revenue Code of 1986 or corresponding section of any future income tax code.

9. This corporation is to have members. Every person or entity who is a record owner of a fee interest in any Unit located within THE CROSSING AT DRAKE'S BRANCH TOWNHOMES shall be a member of the corporation. Nothing herein is intended to include persons or entities holding any interest intended merely as security for the performance of an obligation. Ownership of a Unit shall be the sole qualification for members, and a membership shall not be transferable other than as it is appurtenant to ownership of a Unit. When more than one (1) person holds an interest in a Unit, only one (1) certificate of membership shall issue and the rights and privileges accruing to such membership shall be assigned among the owners as they may agree.

10. To the extent allowed by the laws of the State of Tennessee, no present or future directors of the corporation (or his or her estate, heirs and personal representatives) shall be liable to the corporation or its members for monetary damages for breach of fiduciary duty as a director of the corporation. Any liability of a director shall be further eliminated to the fullest extent allowed by the laws of the State of Tennessee, as may hereafter be adopted or amended.

11. With respect to claims or liabilities arising out of service as a director or officer of the corporation, the corporation shall indemnify and advance expenses to each

E0839-5409 07/15/2020 9:27 AM Received by Tennessee Secretary of State Tre Hargett

present and future director and officer to the fullest extent allowed by the laws of the State of Tennessee, both as now in effect and as hereafter adopted or amended.

12. No part of the net earnings of the corporation shall inure to the benefit of, or be distributable to, its directors, officers, members or other private individuals or persons, except that the corporation shall be authorized and empowered to (a) pay reasonable compensation for goods and services rendered, (b) rebate excess membership dues, fees or assessments, and (c) make payments in furtherance of the purposes set forth herein.

13. Upon dissolution, after all creditors of the corporation have been paid any excess membership dues, fees or assessments have been rebated, its assets shall be distributed to the then current Unit owners.

14. This Charter may be amended upon the approval of at least two-thirds (2/3) vote of eligible Unit owners, however, this Charter may be amended unilaterally: (1) by the incorporator up to the date the first Unit is conveyed to an owner other than Declarant or builders holding title solely for purposes of development and sale; or (2) by the Board of Directors at any time as permitted under Tenn. Code Ann. §§ 48-51-101 *et seq.*

DATED this 13th day of July, 2020.

Jeremy H. Cherry, Incorporator
Ortale Kelley Law Firm
P.O. Box 198985
330 Commerce St. Suite 110
Nashville, Tennessee 37201
Phone: (615) 256-9999
Fax: (615) 726-1494

E0886-5419 07/15/2020 9:27 AM Received by Tennessee Secretary of State Tre Hargett

I, the undersigned, 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.

JEREMY H. CHERRY

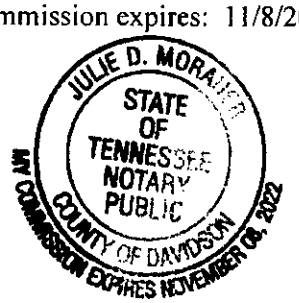
State of Tennessee

County of Davidson

Personally appeared before me, the undersigned, a Notary Public for this county and state, JEREMY H. CHERRY, who acknowledges that this certification of an electronic document is true and correct and whose signature I have witnessed.

My Commission expires: 11/8/2022

Notary Public





Tre Hargett
Secretary of State

Karen Johnson Davidson County
Batch# 503450 CHARTER
10/29/2020 02:46:30 PM 3 pgs
Fees: $7.00 Taxes: $0.00
20201029-0126133

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

THE CROSSING AT DRAKES BRANCH TOWNHOME OWNERS ASS(
2925 BERRY HILL DR
NASHVILLE, TN 37204-3126

October 27, 2020

Filing Acknowledgment

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

Control # : 1112245 Status: Active
Filing Type: Nonprofit Corporation - Domestic

Document Receipt

Receipt # : 005861291	Filing Fee:	$20.00
Payment-Check/MO - ORTALE KELLEY, NASHVILLE, TN		$40.00
Deposit-Account - ORTALE KELLEY, NASHVILLE, TN		$20.00

Amendment Type: Articles of Amendment
Filed Date: 10/27/2020 1:03 PM

Image # : B0927-3294

This will acknowledge the filing of the attached articles of amendment with an effective date as indicated above. When corresponding with this office or submitting documents for filing, please refer to the control number given above.

You must also file this document in the office of the Register of Deeds in the county where the entity has its principal office if such principal office is in Tennessee.

Tre Hargett
Secretary of State

Processed By: Brooklyn Harrington

Field Name	Changed From	Changed To
Filing Name	THE CROSSING AT DRAKE'S BRANCH TOWNHOME OWNERS ASSOCIATION, INC.	THE CROSSING AT DRAKES BRANCH TOWNHOME OWNERS ASSOCIATION, INC.
Registered Agent Organization Name	THE CROSSING AT DRAKE'S BRANCH TOWNHOME OWNERS ASSOCIATION, INC.	THE CROSSING AT DRAKES BRANCH TOWNHOME OWNERS ASSOCIATION, INC.

B0927-3294 10/27/2020 1:03 PM Received by Tennessee Secretary of State Tre Hargett

State of Tennessee

Department of State
Corporate Filings
312 Rosa L. Parks Avenue
6th Floor, William R. Snodgrass Tower
Nashville, TN 37243

ARTICLES OF AMENDMENT TO THE CHARTER (Nonprofit)

For Office Use Only

FILED

Corporate Control Number (If Known) 001112245

Pursuant to the provisions of section 48-60-105 of *The Tennessee Nonprofit Corporation Act*, the undersigned corporation adopts the following articles of amendment to its charter:

1. Please insert the name of the corporation as it appears of record:
The Crossing at Drake's Branch Townhome Owners Association, Inc.
If changing the name, insert the new name on the line below:
The Crossing at Drakes Branch Townhome Owners Association, Inc.

2. Please check the block that applies:
☑ Amendment is to be effective when filed by the secretary of state.
☐ Amendment is to be effective, _____ (month, day, year)
(Not to be later than the 90th day after the date this document is filed.) If neither block is checked, the amendment will be effective at the time of filing.

3. Please insert any changes that apply:
a. Principal address: _____ (Street) (City) (State/County) (Zip Code)
b. Registered agent: _____
c. Registered address: _____ (Street) (City) (State/County) (Zip Code)
d. Other changes: _____

4. The corporation is a nonprofit corporation.

5. The manner (if not set forth in the amendment) for implementation of any exchange, reclassification, or cancellation of memberships is as follows:

6. The amendment was duly adopted on 10/27/2020 (month, day, year) by (please check the block that applies):
☐ The incorporators without member approval, as such was not required.
☐ The board of directors without member approval, as such was not required.
☑ The members

7. Indicate which of the following statements applies by checking the applicable block:
☑ Additional approval for the amendment (as permitted by §48-60-301 of the tennessee nonprofit corporation act) was not required.
☐ Additional approval for the amendment was required by the charter and was obtained.

Incorporator
Signer's Capacity

Signature

October 27, 2020
Date

Jeremy Cherry
Name of Signer (typed or printed)

SS-4416 **Filing Fee: $20** RDA 1678

I, the undersigned, 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.

JEREMY H. CHERRY

State of Tennessee

County of Davidson

Personally appeared before me, the undersigned, a Notary Public for this county and state, JEREMY H. CHERRY, who acknowledges that this certification of an electronic document is true and correct and whose signature I have witnessed.

My Commission expires: 11/8/2022

Notary Public

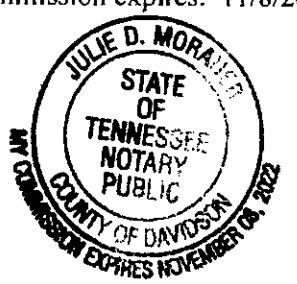


EXHIBIT "D-1"

BYLAWS OF THE ASSOCIATION

[SEE ATTACHED]

BYLAWS
FOR
THE CROSSING AT DRAKES BRANCH HOMEOWNERS ASSOCIATION, INC.

Article I
Name, Principal Office, and Definitions

Section 1. Name. The name of the Association shall be The Crossing at Drakes Branch Homeowners Association, Inc. (hereinafter sometimes referred to as the "Association").

Section 2. Principal Office. The initial principal office of the Association in the State of Tennessee shall be located in the County of Davidson. The Association may have such other offices, either within or outside the State of Tennessee, as the Board of Directors may determine or as the affairs of the Association may require.

Section 3. Definitions. Unless otherwise defined herein, capitalized words used in these Bylaws shall have the same meaning as set forth in that Declaration of Covenants, Conditions, and Restrictions for The Crossing at Drakes Branch, (said Declaration, as amended, renewed, or extended from time to time, is hereinafter sometimes referred to as the "Declaration"), unless the context shall prohibit.

Article II
Association: Membership, Meetings, Quorum, Voting, Proxies

Section 1. Membership. The Association shall have two (2) classes of membership, Class "A" and Class "B", as is more fully set forth in the Declaration, the terms of which pertaining to membership are specifically incorporated herein by reference.

Section 2. Place of Meetings. Meetings of the Association shall be held at the principal office of the Association or at such other suitable place convenient to the Members as may be designated by the Board of Directors either within the Properties or as convenient thereto as possible and practical. At the discretion of the Board and subject to the same notice, quorum, proxy, voting, and all other requirements within the Declaration, By-Laws, and Tennessee Law, meetings of the Association may be conducted by virtual means, as long as the identity of each Member may be authenticated and the vote of each Member at such meeting can be verified as being cast by such Member during the meeting. If a meeting is conducted by virtual means, each Member whose identify can be verified and who can simultaneously hear and see the meeting is deemed to be present in person at the meeting.

Section 3. Annual Meetings. The First annual meeting of the Association shall be held within thirty (30) days from the expiration of the Class "B" Control Period, as provided under Article III, Section 2 of the Declaration. Annual meetings shall be set by the Board so as to occur at least sixty (60) but not more than one hundred twenty (120)

days before the close of the Association's fiscal year on a date and at a time set by the Board of Directors.

Section 4. Special Meetings. The President may call special meetings. In addition, it shall be the duty of the President to call a special meeting of the Association if so directed by the resolution of a majority of a quorum of the Board of Directors or upon a petition signed by Members representing at least twenty-five (25%) percent of the total votes of the Association. The notice of any special meetings shall state the date, time, and place of such meeting and the purpose thereof. No business shall be transacted at a special meeting except as stated in the notice.

Section 5. Notice of Meetings. Written or printed notice stating the place, day, and hour of any meetings of the Members shall be delivered, either personally or by regular or electronic mail, to each Member entitled to vote at such meeting, by or at the direction of the President or the Secretary or the officers or persons calling the meeting.

In the case of a special meeting or when required by statute or these Bylaws, the purpose or purposes for which the meeting is called shall be stated in the notice. No business shall be transacted at a special meeting except as stated in the notice.

If sent by regular mail, the notice of a meeting shall be deemed to be delivered when deposited in the United States mail addressed to the Member at his address as it appears on the records of the Association, with postage thereon prepaid. If sent by electronic mail, the notice of a meeting shall be deemed to be delivered upon receipt of a delivery receipt notice by the sender.

Section 6. Waiver of Notice. Waiver of notice of a meeting of the Members shall be deemed the equivalent of proper notice. Any Member may, in writing, waive notice of any meeting of the Members, either before or after such meeting. Attendance at a meeting by a Member shall be deemed waiver by such Member of notice of the time, date, and place thereof, unless such Member specifically objects to lack of proper notice at the time the meeting is called to order. Attendance at a special meeting shall also be deemed waiver of notice of all business transacted thereat unless objection to the calling or convening of the meeting, of which proper notice was not given, is raised before the business is put to a vote.

Section 7. Adjournment of Meetings. If any meeting of the Association cannot be held because a quorum is not present, a majority of the Members who are present at such meeting, either in person or by proxy, may adjourn the meeting to a time not less than five (5) nor more than thirty (30) days from the time the original meeting was called. At the reconvened meeting, if a quorum is present, any business which might have been transacted at the previously adjourned meeting shall be on the agenda for said meeting. If a time and place for reconvening the meeting is not fixed by those in attendance at the original meeting or if for any reason a new date is fixed for reconvening the meeting after adjournment, notice of the time and place for reconvening the meeting shall be given to Members in the manner prescribed for regular meetings.

The Members present at a duly called or held meeting at which a quorum is present may continue to do business until adjournment, notwithstanding the withdrawal of enough Members to leave less than a quorum, provided that Members or their alternates representing at least fifteen (15%) percent of the total votes of the Association remain in attendance, and provided further that any action taken is approved by at least a majority of the Members required to constitute a quorum.

Section 8. Voting. The voting rights of the Members shall be as set forth in the Declaration, and such voting rights provisions are specifically incorporated herein.

Section 9. Proxies. Members may vote by proxy, provided the proxy is signed, dated and filed with the Secretary prior to the meeting for which it is valid.

Section 10. Majority. As used in these Bylaws, the term "majority" shall mean those votes, owners, or other group as the context may indicate totaling more than fifty (50%) percent of the total number.

Section 11. Quorum. Except as otherwise provided in these Bylaws or in the Declaration, the presence in person or by proxy of Members representing twenty percent (20%) of the total vote of the Association shall constitute a quorum at all meetings of the Association, and the votes of a majority of the Members, present or by proxy, at a meeting at which a quorum is present shall constitute the decision of the Members on all business voted upon at such meeting, unless a higher percentage of Members' votes is required under the Declaration or these Bylaws. Any provision in the Declaration concerning quorums is specifically incorporated herein.

Section 12. Conduct of Meetings. The President shall preside over all meetings of the Association, and the Secretary shall keep the minutes of the meeting and record in a minute book all resolutions adopted at the meeting, as well as a record of all transactions occurring at the meeting.

Section 13. Action Without A Meeting. Any action required by law to be taken at a meeting of the Members, or any action which may be taken at a meeting of the Members, may be taken without a meeting if written consent setting for the action so taken is signed by all of the Members entitled to vote with respect to the subject matter thereof, and any such consent shall have the same force and effect as a unanimous vote of the Members.

Article III

Board of Directors: Number, Powers, Meetings

A. Composition and Selection

Section 1. Governing Body, Composition. The affairs of the Association shall be governed by a Board of Directors, each of whom shall have one (1) vote. Except with respect to directors appointed by the Declarant, the Directors shall be Members or spouses of such Members; provided, however, no person and his or her spouse may serve on the

Board at the same time. In the case of an Owner which is a corporation, limited liability company, or partnership, the person designated in writing to the secretary of the Association as the representative of such corporation, limited liability company, or partnership shall be eligible to serve as a director.

Section 2. Directors During Class "B" Control. The Directors shall be selected by the Class "B" Member acting in its sole discretion, subject only to Article III, Section 6, hereof, and shall serve at the pleasure of the Class "B" Member until the first to occur of the following:

(a) Six (6) months following the date when one hundred percent (100%) of the Lots and Units planned with respect to all phases of The Crossing at Drakes Branch have been conveyed to Persons other than the Declarant or Builders;

(b) Twenty (20) years after the conveyance of the first Lot or Unit to an Owner other than Declarant or Builders; or

(c) When, in their discretion, the Class "B" Members so determines.

Within thirty (30) days thereafter, the Class "B" Member shall cause the Board to call a meeting, as provided in Article II, Section 3, of these Bylaws for an annual meeting, to advise the membership of termination of the Class "B" Control Period and to elect Directors from Class "A" Members.

Section 3. Declarant Participation/Control of Board and Architectural Review Committee. This Section 3 may not be amended without the express, written consent of the Declarant.

(a) As provided under Article XI, Section 1 of the Declaration, until one hundred (100%) percent of the Lots or Units with respect to all phases and sections have been developed and conveyed to purchasers in the normal course of development and sale, the Declarant retains the right to appoint all members of the ARC, except SDH shall retain the right to appoint one member of the ARC so long as SDH owns a Lot or Unit within the Development Property. There shall be no surrender of this right prior to that time except in a written instrument in recordable form executed by Declarant. Upon the expiration of such right, the Board of Directors shall appoint the members of the ARC.

(b) After termination of the Class "B" Control Period, the Declarant shall have the right to participate in the decision-making process and the right to disapprove all actions of the Board, as is more fully provided in this Section if such action by the Board will increase the obligations of the Declarant. These rights shall be exercisable only by the Declarant, its successors, and assigns that specifically assume this power in a recorded instrument, and shall terminate one (1) year from the date of termination of the Class "B" Control Period. During this one-year period, no action authorized by the Board of Directors shall become effective, nor shall any action, policy, or program be implemented until and unless the Declarant has been allowed to participate as follows:

(i) The Declarant shall have been given written notice of all meetings and proposed actions approved at meetings of the Board or any committee thereof by certified mail, return receipt requested, or by personal delivery at the address it has registered with the Secretary of the Association, as it may change from time to time, which notice complies as to the Board of Directors meetings with Article III, Sections 8, 9, and 10, of these Bylaws and which notice shall, except in the case of the regular meetings held pursuant to the Bylaws, set forth in reasonable particularity the agenda to be followed at said meeting; and

(ii) The Declarant shall be given the opportunity at any such meeting to join in or to have its representatives or agents join in discussion from the floor of any prospective action, policy, or program to be implemented by the Board, any committee thereof, or the Association. The Declarant, its representatives or agents shall make its concerns, thoughts and suggestions known to the members of the subject committee thereof, or the Association. The Declarant, its representatives or agents shall make its concerns, thoughts and suggestions known to the members of the subject committee and/or the Board. The Declarant shall have the right to disapprove any policy or program authorized by the Board of Directors or any committee thereof, and any action to be taken by the Board, any committee thereof, the Association, or any individual member of the Association, if Board, committee, or Association, or any individual member of the Association approval is necessary for such action. This right may be exercised by the Declarant, its representatives, or agents at any time within ten (10) days following the meeting held pursuant to the terms and provisions hereof. Notwithstanding any provision herein to the contrary, the Declarant shall not have the right to require any action or counteraction on behalf of any committee, the Board or the Association, and shall not exercise its rights hereunder to reduce the level of services which the Association is obligated to provide or to prevent capital repairs or any expenditure required to comply with applicable laws and regulations.

Section 4. Number of Directors. The number of directors in the Association shall be not less than three (3) or more than five (5).

Section 5. Nomination of Directors. Except with respect to directors selected by the Class "B" Member, nominations for election to the Board of Directors shall be made by a Nominating Committee. The Nominating Committee shall consist of a Chairman, who shall be a member of the Board of Directors, and three (3) or more Members of the Association. The nominating Committee shall be appointed by the Board of Directors not less than thirty (30) days prior to each annual meeting of the Members to serve a term of one (1) year or until their successors are appointed, and such appointment shall be announced at each such annual meeting. The Nominating Committee shall make as many nominations for election to the Board of Directors as it shall in its discretion determine, but in no event less than the number of positions to be filled. Nominations shall also be permitted from the floor.

Section 6. Election and Term of Office. Notwithstanding any other provision contained herein:

(a) At the first annual meeting of the membership after the termination of the Class "B" Control Period and at each annual meeting of the membership thereafter, the directors shall be selected by vote of the membership. Each Class "A" Member shall be entitled to cast one (1) vote with respect to each vacancy to be filled. The directors elected by the Class "A" Members shall not be subject to removal by the Declarant acting alone and a majority of such open Board positions shall be elected for a term of one (1) year and the remainder shall be elected for a term of two (2) years.

(b) At the expiration of the initial term of office of each member of the Board of Directors, a successor shall be elected to serve for a term of two (2) years. The Directors elected by the Members shall hold office until their respective successors have been elected by the Association. Directors may be elected to serve any number of consecutive terms.

(c) If a Board position is open due to the expiration of such member's term and such position cannot be filled because a quorum cannot be obtained pursuant to Article II, Section 10 to conduct a meeting in order to have an election after two (2) consecutive attempts to hold a meeting, then the Board may appoint a Member to fill such vacant position until an election can be held by the Members at a meeting in which a quorum is present.

Section 7. Removal of Directors and Vacancies. Any director elected by the Class "A" Members may be removed, with or without cause, by the vote of the Class "A" Members representing a majority of the votes entitled to be cast for the election of such director. Any director whose removal is sought shall be given notice prior to any meeting called for that purpose. Upon removal of a director, a successor shall then and there be elected by the Class "A" Members entitled to elect the director so removed to fill the vacancy for the remainder of the term of such director.

Any director elected by the Class "A" Members who has three (3) consecutive unexcused absences from Board meetings or who is delinquent in the payment of any assessment or other charge due the Association or in violation of any restrictions under the Documents for more than sixty (60) days may be removed by a majority of the directors present at a regular or special meeting, at which a quorum is present, and a successor may be appointed by the Board to fill the vacancy for the remainder of the term. In the event of the death disability, or resignation of a director, a vacancy may be declared by the Board and it may appoint a successor to serve the remainder of the term of such director.

B. Meetings

Section 8. Organization Meetings. The first meeting of the Board of Directors following each annual meeting of the membership shall be held within ten (10) days thereafter at such time and place as shall be fixed by the Board.

Section 9. Regular Meetings. Regular meetings of the Board of Directors may be held in person, by telephone conference, or by any other form of multimedia conferencing, at such time, and if held in person at such place, as shall be determined from time to time by a majority of the directors, but at least four (4) such meetings shall be held during each fiscal year with at least one (1) per quarter; provided, however, that the aforementioned requirements regarding meetings of the Board shall not apply during the Class "B" Control Period. Notice of the time, and if held in person at such place, of the meeting shall be communicated to directors not less than four (4) days prior to the meeting; provided, however, notice of a meeting need not be given to any director who has signed a waiver of notice or a written consent to holding of the meeting.

Section 10. Special Meetings. Special meetings of the Board of Directors shall be held in person, by telephone conference, or by any other form of multimedia conferencing when called by written notice signed by the President of the Association or by a majority of directors. The notice shall specify the time, and if held in person at such place, of the meeting and the nature of any special business to be considered. The notice shall be given to each director by one of the following methods: (a) by personal delivery; (b) written notice by first class mail, postage prepaid; (c) by telephone communication, either directly to the director or to a person at the director's office or home who would reasonably be expected to communicate such notice promptly to the director; (d) by telegram, charges prepaid; or (e) by electronic mail with delivery receipt acknowledgment. All such notices shall be given at the director's telephone number or sent to the director's address as shown on the records of the Association. Notices sent by first class mail shall be deposited into a United States mailbox at least four (4) days before the time set up for the meeting. Notices given by personal delivery, telephone, electronic mail, or telegraph shall be delivered, telephoned, sent by electronic mail with delivery receipt acknowledgement, or given to the telegraph company at least seventy-two (72) hours before the time set for the meeting.

Section 11. Waiver of Notice. The transactions of any meetings of the Board of Directors, however called and noticed or wherever held, shall be as valid as though taken at a meeting duly held after regular call and notice if (a) a quorum is present, and (b) either before or after the meeting each of the directors not present signs a written waiver of notice, a consent to holding the meeting, or an approval of the minutes. The waiver of notice or consent need not specify the purpose of the meeting. Notice of a meeting shall also be deemed given to any director who attends the meeting without protesting before or at its commencement about the lack of adequate notice.

Section 12. Quorum of Board of Directors. At all meetings of the Board of Directors, a majority of the directors shall constitute a quorum for the transaction of business, and the votes of a majority of the directors present at a meeting at which a quorum is present shall constitute the decision of the Board of Directors. A meeting at which a quorum is initially present may continue to transact business, notwithstanding the withdrawal of directors, if any action taken is approved by at least a majority of the required quorum for that meeting. If any meeting of the Board cannot be held because a quorum is not present, a majority of the directors who are present at such meeting may adjourn the meeting to a time not more than thirty (30) days from the date the original meeting was

called. At the reconvened meeting, if a quorum is present, any business which might have been transacted at the meeting originally called may be transacted without further notice.

Section 13. Compensation. No director shall receive any compensation from the Association for acting as such unless approved by the Members representing a majority of the total vote of the Association at a regular or special meeting of the Association; provided, any director may be reimbursed for expenses incurred on behalf of the Association upon approval of a majority of the other directors.

Section 14. Conduct of Meetings. The President shall preside over all meetings of the Board of Directors, and the Secretary shall keep a minute book of meetings of the Board of Directors, recording therein all resolutions adopted by the Board of Directors, recording therein all resolutions adopted by the Board of Directors and all transactions and proceedings occurring at such meetings.

Section 15. Action Without a Formal Meeting. An action to be taken at a meeting of the directors or any action that may be taken at a meeting, of the directors may be taken without a meeting if a consent in writing, setting forth the action so taken, shall be signed by all of the directors, and such consent shall have the same force and effect as a unanimous vote.

C. Powers and Duties

Section 16. Powers. The Board of Directors shall be responsible for the affairs of the Association and shall have all of the powers and duties necessary for the administration of the Association's affairs and, as provided by law, may do all acts and things as directed by the Declaration, Articles, or these Bylaws to be done and exercised exclusively by the Members or the membership generally.

The Board of Directors shall delegate to a Director, the authority to act on behalf of the Board of Directors on all matters relating to the duties of the managing agent or manager, if any, which might arise between meetings of the Board of Directors.

In addition to the duties imposed by these Bylaws or by any resolution of the Association that may hereafter be adopted, the Board of Directors shall have the power to and shall be responsible for the following, in way of explanation, but not limitation:

(a) preparation and adoption of annual budgets in which there shall be established the contribution of each Owner to the common expenses;

(b) making assessments to defray the Common Expenses, establishing the means and methods of collecting such assessments, and establishing the period of the installment payments of the annual assessment; provided, unless otherwise determined by the Board of Directors, the annual assessment for each Lot's or Unit's proportionate share of the Common Expenses shall be payable in equal monthly installments, each such installment to be due and payable in advance on the first day of each month for said month;

(c) providing for the operation, care, upkeep, and maintenance of all of the Area of Common Responsibility;

(d) designating, hiring, and dismissing the personnel necessary for the maintenance, operation, repair, and replacement of the Association, its property, and the Area of Common Responsibility and, where, appropriate, providing for the compensation of such personnel and for the purchase of equipment, supplies, and materials to be used by such personnel in the performance of their duties;

(e) collecting the assessments, depositing the proceeds thereof in a bank depository which it shall approve, and using the proceeds to administer the Association; provided, any reserve fund may be deposited, in the directors' best business judgment, in depositories other than banks;

(f) making and amending rules and regulations;

(g) opening of bank accounts on behalf of the Association and designating the signatories required;

(h) making or contracting for the making of repairs, additions, and improvements to or alterations of the common Area in accordance with the other provisions of the Declaration and these Bylaws after damage or destruction by fire or other casualty;

(i) enforcing by legal means the provisions of the Declaration, these Bylaws and the rules and regulations adopted by it and bringing any proceedings which may be instituted on behalf of or against the Owners concerning the Association;

(j) obtaining and carrying insurance against casualties and liabilities, as provided in the Declaration, and paying the premium cost thereof;

(k) paying the cost of all services rendered to the Association or its Members and not chargeable directly to specific Owners;

(l) keeping books with detailed accounts of the receipts and expenditures affecting the Association and its administration, specifying the maintenance and repair expenses and any other expenses incurred;

(m) making available to any prospective purchaser of a Lot or Unit, any Owner of a Lot or Unit, any first Mortgagee, and the holders, insurers, and guarantors of a first Mortgage on any Lot or Unit, current copies of the Declaration, the Charter of the Association, the Bylaws, rules and regulations governing the Subdivision, and all other books, records, and financial statements of the Association;

(n) permitting utility suppliers to use portions of the Common Area reasonably necessary to the ongoing development or operation of the Properties; and

(o) other actions reasonably necessary to carry out the business of the Association.

Section 17. Management Agent.

(a) The Board of Directors may employ for the Association a professional management agent or agents at a compensation established by the Board of Directors to perform such duties and services as the Board of Directors shall authorize. The Board of Directors may delegate to the managing agent or manager, subject to the Board's supervision, all of the powers granted to the Board of Directors by these Bylaws, other than the powers set forth in subsections (a), (b), (f), and (i) (except for the execution and/or filing of documents for the enforcement of Association liens) of Section 16 of this Article. The Declarant, or an affiliate of the Declarant, may be employed as managing agent or manager.

(b) Except as otherwise provided under Article XV of the Declaration, no management contract may have a term in excess of three (3) years.

Section 18. Accounts and Reports. The following management standards of performance will be followed unless the Board by resolution specifically determines otherwise;

(a) accounting as defined by generally accepted accounting principles, shall be employed;

(b) accounting and controls should conform to generally accepted accounting principles;

(c) cash accounts of the Association shall not be commingled with any other accounts;

(d) no remuneration shall be accepted by the managing agent from vendors, independent contractors, or others providing goods or services to the Association, whether in the form of commissions, finder's fees, service fees, prizes, gifts, or otherwise; anything of value received shall benefit the Association;

(e) any financial or other interest which the managing agent may have in any firm providing goods or services to the Association shall be disclosed promptly to the Board of Directors;

(f) commencing at the end of the month in which the first Lot or Unit is sold and closed to any Member other than the Declarant or any other Builder, financial reports shall be prepared for the Association at least quarterly containing:

(i) an income statement reflecting all income and expense activity for the preceding period on an cash basis;

(ii) a statement reflecting all cash receipts and disbursements for the preceding period;

(iii) a variance report reflecting the status of all accounts in an "actual" versus "approved" budget format;

(iv) a balance sheet as of the last day of the preceding period; and

(v) a delinquency report listing all Owners who are delinquent in paying the monthly installments of assessments at the time of the report and describing the status of any action to collect such installments which remain delinquent (A monthly installment of the assessment shall be considered to be delinquent on the fifteenth (15^{th}) day of each month unless otherwise determined by the Board of Directors);

(g) an annual report consisting of at least the following shall be distributed to all Members within one hundred twenty (120) days after the close of the fiscal year: (1) a balance sheet; and (2) an operating (income) statement.

Section 19. Borrowing. The Board of Directors shall have the power to borrow money for the purpose of maintenance, repair or restoration of the Area of Common Responsibility without the approval of the Members of the Association. The Board shall also have the power to borrow money for other purposes; provided, the Board shall obtain Member approval in the same manner provided in Article X, Section 4, of the Declaration for special assessments in the event that the proposed borrowing is for the purpose of modifying, improving, or adding amenities and the total amount of such borrowing exceeds or would exceed five (5%) percent of the budgeted gross expenses of the Association for that fiscal year.

Section 20. Rights of the Association. With respect to the Area of Common Responsibility, and in accordance with the Charter and Bylaws of the Association, the Association shall have the right to contract with any person for the performance of various duties and functions. Without limiting the foregoing, this right shall entitle the Association to enter into common management, operational, or other agreements with trusts, condominiums, or cooperatives, and other owners or residents associations, both within and without the Properties; provided, however, that any such agreements shall require the consent of two-thirds (2/3) of all Directors of the Association.

Except for property management contracts entered into pursuant to Article XV of the Declaration as well as any contract, lease, or other agreement entered into by the Declarant on behalf of the Association during the Class "B" Control Period, the Association shall not be bound, either directly or indirectly, by any contract, lease, or other agreement (including any management contract), unless such contract, lease or other agreement contains a right to termination exercisable by either party without penalty at any time, with or without cause, upon not more than ninety (90) days' written notice to the other party.

Section 21. Enforcement. The Board shall have the power to impose reasonable fines against Owners or occupants, which shall be an assessment on the Lot or Unit, shall constitute a lien upon the property of the violating Owner, and may be collected in the same manner provided for the collection of assessments in Article X of the Declaration. The Board also shall have the authority to suspend an Owner's right to vote, or to use the Common Area, and may seek any other available remedy at law or in equity for violation of any duty imposed under the Declaration, these Bylaws, or any rules and regulations duly adopted hereunder; provided, however nothing herein shall authorize the Association or the Board of Directors to limit ingress and egress to or from a Lot or Unit. In the event that any occupant of the residence located upon a Lot or Unit violates the Declaration, Bylaws, or a rule or regulation and a fine is imposed, the Board may choose, at the Board's sole discretion, to collect the fine from the occupant or the respective Owner. The failure of the Board to enforce any provision of the Declaration, Bylaws, or any rule or regulation shall not be deemed a waiver of the right, of the Board to do so thereafter.

(a) Additional Enforcement Rights. Notwithstanding anything to the contrary herein contained, the Association, acting through the Board of Directors, may elect to enforce any provision of the Declaration, these Bylaws, or the rules and regulations) or by suit at law or in equity to enjoin any violation or to recover monetary damages or both without the necessity of compliance with the procedure set forth above. In any such action, to the maximum extent permissible, the Owner or occupant responsible for the violation of which abatement is sought shall pay all costs, including reasonable attorney's fees actually incurred.

Article IV
Officers

Section 1. Officers. The officers of the Association shall be a President, Vice President, Secretary, and Treasurer, to be elected from among the members of the Board. The Board of Directors may appoint such other officers, including one or more Assistant Secretaries and one or more Assistant Treasurers, as it shall deem desirable, such officers to have the authority and perform the duties prescribed from time to time by the Board of Directors. Any two (2) or more offices may be held by the same person, except the offices of President and Secretary.

Section 2. Election, Term of Office, and Vacancies. The officers of the Association shall be elected annually by the Board of Directors at the first meeting of the Board of Directors following each annual meeting of the Members, as herein set forth in Article III. A vacancy in any office arising because of death, resignation, removal, or otherwise may be filled by the Board of Directors for the unexpired portion of the term.

Section 3. Removal. Any officer may be removed by the Board of Directors whenever in its judgment the best interests of the Association will be served thereby.

Section 4. Powers and Duties. The officers of the Association shall each have such powers and duties as generally pertain to their respective offices, as well as such powers

and duties as may from time to time specifically be conferred or imposed by the Board of Directors. The President shall be the chief executive officer of the Association. The Treasurer shall have primary responsibility for the preparation of the budget as provided for in the Declaration and may delegate all or part of the preparation and notification duties to a finance committee, management agent, or both.

Section 5. Resignation. Any officer may resign at any time by giving written notice to the Board of Directors, the President, or the Secretary. Such resignation shall take effect on the date of the receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 6. Agreements, Contracts, Deeds, Leases, Checks, Etc. All agreements, contracts, deeds, leases, checks, and other instruments of the Association shall be executed by at least two (2) officers, unless the Board has specifically designated an officer(s) or other person by resolution of the Board of Directors.

Article V
Committees

Section 1. General. Committees are hereby authorized to perform such tasks and to serve for such periods as may be designated by a resolution adopted by a majority of the Directors present at a meeting at which a quorum is present. Each committee shall operate in accordance with the terms of the resolution of the Board of Directors designating the committee or with rules adopted by the Board of Directors.

Section 2. Covenants Committee. In addition to any other committees which may be established by the Board pursuant to Section 1 of this Article, the Board of Directors may appoint a Covenants Committee consisting of at least three (3) and no more than five (5) members. Acting in accordance with the provisions in the Declaration, these Bylaws, and resolutions the Board may adopt, the Covenants Committee, if established, shall be the hearing tribunal of the Association and shall conduct all hearings held pursuant to Article III of these Bylaws.

Article VI
Miscellaneous

Section 1. Fiscal Year. The fiscal year of the Association shall be set by resolution of the Board of Directors. In the absence of such a resolution, the fiscal year shall be the calendar year.

Section 2. Parliamentary Rules. Except as may be modified by Board resolution, Robert's Rules of Order (current edition) shall govern the conduct of Association proceedings when not in conflict with Tennessee law, the Charter of the Association, the Declaration, or these Bylaws.

Section 3. Conflicts. If there are conflicts between the provisions of Tennessee law, the Charter of the Association, the Declaration, and these Bylaws, the provisions of Tennessee law, the Declaration, the Charter of the Association, and the Bylaws (in that order) shall prevail.

Section 4. Books and Records.

(a) Inspection by Members and Mortgagees. The Declaration and Bylaws, membership register, books of account, and minutes of meetings of the Members, the Board and committees shall be made available for inspection and copying by any Mortgagee, Member of the Association, or by his or her duly appointed representative at any reasonable time and for a purpose reasonably related to his or her interest as a Member at the office of the Association or at such other place within the Properties as the Board shall prescribe, provided that the cost of any such copies shall be paid by the requesting party.

(b) Rules for Inspection. The Board shall establish reasonable rules with respect to:

(i) notice to be given to the custodian of the records;

(ii) hours and days of the week when such an inspection may be made; and

(iii) payment of the cost of reproducing copies of the documents requested.

(c) Inspection by Directors. Every Director shall have the absolute right at any reasonable time to inspect all books, records, and documents of the Association and the physical properties owned or controlled by the Association. The right of inspection by a Director includes the right to make extracts and a copy of relevant documents at the expense of the Association.

Section 5. Notices. Unless otherwise provided in these Bylaws, all notices, demands, bills, statements, or other communications under these Bylaws shall be in writing, and shall be deemed to have been duly given if delivered personally or if sent by:

(a) United States Mail, first class postage prepaid:

(i) if to a Member, at the address which the Member has designated in writing and filed with the Secretary or, if no such address has been designated, at the address of the Lot or Unit of such Member; or

(ii) if to the Association, the Board of Directors, or the managing agent, at the principal office of the Association or the managing agent, if any, or at such other address as shall be designated by notice in writing, sent via regular or electronic mail, to the Members pursuant to this Section;

(b) electronic mail to the address provided for the Member or Association, as applicable, with delivery receipt acknowledgment.

Section 6. Amendment. Prior to the conveyance of the first Lot or Unit, Declarant may unilaterally amend these Bylaws. After such conveyance, the Declarant may unilaterally amend these Bylaws so long as it has the right to annex Additional Property pursuant to Article VIII, Section 1 of the Declaration and so long as the amendment has no material adverse effect upon any right of any Owner, including any Builder. Thereafter and otherwise, these Bylaws may be amended only by the affirmative vote (in person or by proxy) or written consent, or any combination thereof, of Members representing sixty-seven percent (67%) of the total votes of the Association, and the written approval of the Class "B" Members so long as the Class "B" membership exists. However, the percentage of votes necessary to amend a specific clause shall not be less than the prescribed percentage of affirmative votes required for action to be taken under that clause. Notwithstanding the foregoing, any amendments of a "material nature" as set forth under Article XVIII, Section 2 of the Declaration shall require the approval of Owners who represent at least sixty-seven (67%) percent of the total allocated votes in the Association and by fifty-one (51%) percent of Mortgagees. No amendment shall be effective until recorded in the Register of Deed's Office of Davidson County, Tennessee.

[CERTIFICATION PAGE TO FOLLOW]

CERTIFICATION

The foregoing Bylaws are hereby adopted as the Bylaws of THE CROSSING AT DRAKES BRANCH HOMEOWNERS ASSOCIATION, INC., a Tennessee nonprofit corporation, by the undersigned as of the 28th day of October, 2020.

GARY LYNN EALEY, SECRETARY

EXHIBIT "D-2"

BYLAWS OF THE TOWNHOME ASSOCIATION

[SEE ATTACHED]

BYLAWS
FOR
THE CROSSING AT DRAKES BRANCH TOWNHOME OWNERS ASSOCIATION, INC.

Article I
Name, Principal Office, and Definitions

Section 1. Name. The name of the Association shall be The Crossing at Drakes Branch Townhome Owners Association, Inc. (hereinafter sometimes referred to as the "Association").

Section 2. Principal Office. The initial principal office of the Association in the State of Tennessee shall be located in the County of Davidson. The Association may have such other offices, either within or outside the State of Tennessee, as the Board of Directors may determine or as the affairs of the Association may require.

Section 3. Definitions. Unless otherwise defined herein, capitalized words used in these Bylaws shall have the same meaning as set forth in that Declaration of Covenants, Conditions, and Restrictions for The Crossing at Drakes Branch, (said Declaration, as amended, renewed, or extended from time to time, is hereinafter sometimes referred to as the "Declaration"), unless the context shall prohibit.

Article II
Association: Membership, Meetings, Quorum, Voting, Proxies

Section 1. Membership. The Association shall have two (2) classes of membership, Class "A" and Class "B", as is more fully set forth in the Declaration, the terms of which pertaining to membership are specifically incorporated herein by reference.

Section 2. Place of Meetings. Meetings of the Association shall be held at the principal office of the Association or at such other suitable place convenient to the Members as may be designated by the Board of Directors either within the Properties or as convenient thereto as possible and practical. At the discretion of the Board and subject to the same notice, quorum, proxy, voting, and all other requirements within the Declaration, By-Laws, and Tennessee Law, meetings of the Association may be conducted by virtual means, as long as the identity of each Member may be authenticated and the vote of each Member at such meeting can be verified as being cast by such Member during the meeting. If a meeting is conducted by virtual means, each Member whose identify can be verified and who can simultaneously hear and see the meeting is deemed to be present in person at the meeting.

Section 3. Annual Meetings. The First annual meeting of the Association shall be held within thirty (30) days from the expiration of the Class "B" Control Period, as provided under Article III, Section 2 of the Declaration. Annual meetings shall be set by the Board so as to occur at least sixty (60) but not more than one hundred twenty (120)

days before the close of the Association's fiscal year on a date and at a time set by the Board of Directors.

Section 4. Special Meetings. The President may call special meetings. In addition, it shall be the duty of the President to call a special meeting of the Association if so directed by the resolution of a majority of a quorum of the Board of Directors or upon a petition signed by Members representing at least twenty-five (25%) percent of the total votes of the Association. The notice of any special meetings shall state the date, time, and place of such meeting and the purpose thereof. No business shall be transacted at a special meeting except as stated in the notice.

Section 5. Notice of Meetings. Written or printed notice stating the place, day, and hour of any meetings of the Members shall be delivered, either personally or by regular or electronic mail, to each Member entitled to vote at such meeting, by or at the direction of the President or the Secretary or the officers or persons calling the meeting.

In the case of a special meeting or when required by statute or these Bylaws, the purpose or purposes for which the meeting is called shall be stated in the notice. No business shall be transacted at a special meeting except as stated in the notice.

If sent by regular mail, the notice of a meeting shall be deemed to be delivered when deposited in the United States mail addressed to the Member at his address as it appears on the records of the Association, with postage thereon prepaid. If sent by electronic mail, the notice of a meeting shall be deemed to be delivered upon receipt of a delivery receipt notice by the sender.

Section 6. Waiver of Notice. Waiver of notice of a meeting of the Members shall be deemed the equivalent of proper notice. Any Member may, in writing, waive notice of any meeting of the Members, either before or after such meeting. Attendance at a meeting by a Member shall be deemed waiver by such Member of notice of the time, date, and place thereof, unless such Member specifically objects to lack of proper notice at the time the meeting is called to order. Attendance at a special meeting shall also be deemed waiver of notice of all business transacted thereat unless objection to the calling or convening of the meeting, of which proper notice was not given, is raised before the business is put to a vote.

Section 7. Adjournment of Meetings. If any meeting of the Association cannot be held because a quorum is not present, a majority of the Members who are present at such meeting, either in person or by proxy, may adjourn the meeting to a time not less than five (5) nor more than thirty (30) days from the time the original meeting was called. At the reconvened meeting, if a quorum is present, any business which might have been transacted at the previously adjourned meeting shall be on the agenda for said meeting. If a time and place for reconvening the meeting is not fixed by those in attendance at the original meeting or if for any reason a new date is fixed for reconvening the meeting after adjournment, notice of the time and place for reconvening the meeting shall be given to Members in the manner prescribed for regular meetings.

The Members present at a duly called or held meeting at which a quorum is present may continue to do business until adjournment, notwithstanding the withdrawal of enough Members to leave less than a quorum, provided that Members or their alternates representing at least fifteen (15%) percent of the total votes of the Association remain in attendance, and provided further that any action taken is approved by at least a majority of the Members required to constitute a quorum.

Section 8. Voting. The voting rights of the Members shall be as set forth in the Declaration, and such voting rights provisions are specifically incorporated herein.

Section 9. Proxies. Members may vote by proxy, provided the proxy is signed, dated and filed with the Secretary prior to the meeting for which it is valid.

Section 10. Majority. As used in these Bylaws, the term "majority" shall mean those votes, owners, or other group as the context may indicate totaling more than fifty (50%) percent of the total number.

Section 11. Quorum. Except as otherwise provided in these Bylaws or in the Declaration, the presence in person or by proxy of Members representing twenty percent (20%) of the total vote of the Association shall constitute a quorum at all meetings of the Association, and the votes of a majority of the Members, present or by proxy, at a meeting at which a quorum is present shall constitute the decision of the Members on all business voted upon at such meeting, unless a higher percentage of Members' votes is required under the Declaration or these Bylaws. Any provision in the Declaration concerning quorums is specifically incorporated herein.

Section 12. Conduct of Meetings. The President shall preside over all meetings of the Association, and the Secretary shall keep the minutes of the meeting and record in a minute book all resolutions adopted at the meeting, as well as a record of all transactions occurring at the meeting.

Section 13. Action Without A Meeting. Any action required by law to be taken at a meeting of the Members, or any action which may be taken at a meeting of the Members, may be taken without a meeting if written consent setting for the action so taken is signed by all of the Members entitled to vote with respect to the subject matter thereof, and any such consent shall have the same force and effect as a unanimous vote of the Members.

Article III

Board of Directors: Number, Powers, Meetings

A. Composition and Selection

Section 1. Governing Body, Composition. The affairs of the Association shall be governed by a Board of Directors, each of whom shall have one (1) vote. Except with respect to directors appointed by the Declarant, the Directors shall be Members or spouses of such Members; provided, however, no person and his or her spouse may serve on the

Board at the same time. In the case of an Owner which is a corporation, limited liability company, or partnership, the person designated in writing to the secretary of the Association as the representative of such corporation, limited liability company, or partnership shall be eligible to serve as a director.

Section 2. Directors During Class "B" Control. The Directors shall be selected by the Class "B" Member acting in its sole discretion, subject only to Article III, Section 6, hereof, and shall serve at the pleasure of the Class "B" Member until the first to occur of the following:

(a) Six (6) months following the date when one hundred percent (100%) of the Lots and Units planned with respect to all phases of The Crossing at Drakes Branch have been conveyed to Persons other than the Declarant or Builders;

(b) Twenty (20) years after the conveyance of the first Lot or Unit to an Owner other than Declarant or Builders; or

(c) When, in their discretion, the Class "B" Members so determines.

Within thirty (30) days thereafter, the Class "B" Member shall cause the Board to call a meeting, as provided in Article II, Section 3, of these Bylaws for an annual meeting, to advise the membership of termination of the Class "B" Control Period and to elect Directors from Class "A" Members.

Section 3. Declarant Participation/Control of Board and Architectural Review Committee. This Section 3 may not be amended without the express, written consent of the Declarant.

(a) As provided under Article XI, Section 1 of the Declaration, until one hundred (100%) percent of the Lots or Units with respect to all phases and sections have been developed and conveyed to purchasers in the normal course of development and sale, the Declarant retains the right to appoint all members of the ARC, except SDH shall retain the right to appoint one member of the ARC so long as SDH owns a Lot or Unit within the Development Property. There shall be no surrender of this right prior to that time except in a written instrument in recordable form executed by Declarant. Upon the expiration of such right, the Board of Directors shall appoint the members of the ARC.

(b) After termination of the Class "B" Control Period, the Declarant shall have the right to participate in the decision-making process and the right to disapprove all actions of the Board, as is more fully provided in this Section if such action by the Board will increase the obligations of the Declarant. These rights shall be exercisable only by the Declarant, its successors, and assigns that specifically assume this power in a recorded instrument, and shall terminate one (1) year from the date of termination of the Class "B" Control Period. During this one-year period, no action authorized by the Board of Directors shall become effective, nor shall any action, policy, or program be implemented until and unless the Declarant has been allowed to participate as follows:

(i) The Declarant shall have been given written notice of all meetings and proposed actions approved at meetings of the Board or any committee thereof by certified mail, return receipt requested, or by personal delivery at the address it has registered with the Secretary of the Association, as it may change from time to time, which notice complies as to the Board of Directors meetings with Article III, Sections 8, 9, and 10, of these Bylaws and which notice shall, except in the case of the regular meetings held pursuant to the Bylaws, set forth in reasonable particularity the agenda to be followed at said meeting; and

(ii) The Declarant shall be given the opportunity at any such meeting to join in or to have its representatives or agents join in discussion from the floor of any prospective action, policy, or program to be implemented by the Board, any committee thereof, or the Association. The Declarant, its representatives or agents shall make its concerns, thoughts and suggestions known to the members of the subject committee thereof, or the Association. The Declarant, its representatives or agents shall make its concerns, thoughts and suggestions known to the members of the subject committee and/or the Board. The Declarant shall have the right to disapprove any policy or program authorized by the Board of Directors or any committee thereof, and any action to be taken by the Board, any committee thereof, the Association, or any individual member of the Association, if Board, committee, or Association, or any individual member of the Association approval is necessary for such action. This right may be exercised by the Declarant, its representatives, or agents at any time within ten (10) days following the meeting held pursuant to the terms and provisions hereof. Notwithstanding any provision herein to the contrary, the Declarant shall not have the right to require any action or counteraction on behalf of any committee, the Board or the Association, and shall not exercise its rights hereunder to reduce the level of services which the Association is obligated to provide or to prevent capital repairs or any expenditure required to comply with applicable laws and regulations.

Section 4. Number of Directors. The number of directors in the Association shall be not less than three (3) or more than five (5).

Section 5. Nomination of Directors. Except with respect to directors selected by the Class "B" Member, nominations for election to the Board of Directors shall be made by a Nominating Committee. The Nominating Committee shall consist of a Chairman, who shall be a member of the Board of Directors, and three (3) or more Members of the Association. The nominating Committee shall be appointed by the Board of Directors not less than thirty (30) days prior to each annual meeting of the Members to serve a term of one (1) year or until their successors are appointed, and such appointment shall be announced at each such annual meeting. The Nominating Committee shall make as many nominations for election to the Board of Directors as it shall in its discretion determine, but in no event less than the number of positions to be filled. Nominations shall also be permitted from the floor.

Section 6. Election and Term of Office. Notwithstanding any other provision contained herein:

(a) At the first annual meeting of the membership after the termination of the Class "B" Control Period and at each annual meeting of the membership thereafter, the directors shall be selected by vote of the membership. Each Class "A" Member shall be entitled to cast one (1) vote with respect to each vacancy to be filled. The directors elected by the Class "A" Members shall not be subject to removal by the Declarant acting alone and a majority of such open Board positions shall be elected for a term of one (1) year and the remainder shall be elected for a term of two (2) years.

(b) At the expiration of the initial term of office of each member of the Board of Directors, a successor shall be elected to serve for a term of two (2) years. The Directors elected by the Members shall hold office until their respective successors have been elected by the Association. Directors may be elected to serve any number of consecutive terms.

(c) If a Board position is open due to the expiration of such member's term and such position cannot be filled because a quorum cannot be obtained pursuant to Article II, Section 10 to conduct a meeting in order to have an election after two (2) consecutive attempts to hold a meeting, then the Board may appoint a Member to fill such vacant position until an election can be held by the Members at a meeting in which a quorum is present.

Section 7. Removal of Directors and Vacancies. Any director elected by the Class "A" Members may be removed, with or without cause, by the vote of the Class "A" Members representing a majority of the votes entitled to be cast for the election of such director. Any director whose removal is sought shall be given notice prior to any meeting called for that purpose. Upon removal of a director, a successor shall then and there be elected by the Class "A" Members entitled to elect the director so removed to fill the vacancy for the remainder of the term of such director.

Any director elected by the Class "A" Members who has three (3) consecutive unexcused absences from Board meetings or who is delinquent in the payment of any assessment or other charge due the Association or in violation of any restrictions under the Documents for more than sixty (60) days may be removed by a majority of the directors present at a regular or special meeting, at which a quorum is present, and a successor may be appointed by the Board to fill the vacancy for the remainder of the term. In the event of the death disability, or resignation of a director, a vacancy may be declared by the Board and it may appoint a successor to serve the remainder of the term of such director.

B. Meetings

Section 8. Organization Meetings. The first meeting of the Board of Directors following each annual meeting of the membership shall be held within ten (10) days thereafter at such time and place as shall be fixed by the Board.

Section 9. Regular Meetings. Regular meetings of the Board of Directors may be held in person, by telephone conference, or by any other form of multimedia conferencing, at such time, and if held in person at such place, as shall be determined from time to time by a majority of the directors, but at least four (4) such meetings shall be held during each fiscal year with at least one (1) per quarter; provided, however, that the aforementioned requirements regarding meetings of the Board shall not apply during the Class "B" Control Period. Notice of the time, and if held in person at such place, of the meeting shall be communicated to directors not less than four (4) days prior to the meeting; provided, however, notice of a meeting need not be given to any director who has signed a waiver of notice or a written consent to holding of the meeting.

Section 10. Special Meetings. Special meetings of the Board of Directors shall be held in person, by telephone conference, or by any other form of multimedia conferencing when called by written notice signed by the President of the Association or by a majority of directors. The notice shall specify the time, and if held in person at such place, of the meeting and the nature of any special business to be considered. The notice shall be given to each director by one of the following methods: (a) by personal delivery; (b) written notice by first class mail, postage prepaid; (c) by telephone communication, either directly to the director or to a person at the director's office or home who would reasonably be expected to communicate such notice promptly to the director; (d) by telegram, charges prepaid; or (e) by electronic mail with delivery receipt acknowledgment. All such notices shall be given at the director's telephone number or sent to the director's address as shown on the records of the Association. Notices sent by first class mail shall be deposited into a United States mailbox at least four (4) days before the time set up for the meeting. Notices given by personal delivery, telephone, electronic mail, or telegraph shall be delivered, telephoned, sent by electronic mail with delivery receipt acknowledgement, or given to the telegraph company at least seventy-two (72) hours before the time set for the meeting.

Section 11. Waiver of Notice. The transactions of any meetings of the Board of Directors, however called and noticed or wherever held, shall be as valid as though taken at a meeting duly held after regular call and notice if (a) a quorum is present, and (b) either before or after the meeting each of the directors not present signs a written waiver of notice, a consent to holding the meeting, or an approval of the minutes. The waiver of notice or consent need not specify the purpose of the meeting. Notice of a meeting shall also be deemed given to any director who attends the meeting without protesting before or at its commencement about the lack of adequate notice.

Section 12. Quorum of Board of Directors. At all meetings of the Board of Directors, a majority of the directors shall constitute a quorum for the transaction of business, and the votes of a majority of the directors present at a meeting at which a quorum is present shall constitute the decision of the Board of Directors. A meeting at which a quorum is initially present may continue to transact business, notwithstanding the withdrawal of directors, if any action taken is approved by at least a majority of the required quorum for that meeting. If any meeting of the Board cannot be held because a quorum is not present, a majority of the directors who are present at such meeting may adjourn the meeting to a time not more than thirty (30) days from the date the original meeting was

called. At the reconvened meeting, if a quorum is present, any business which might have been transacted at the meeting originally called may be transacted without further notice.

Section 13. Compensation. No director shall receive any compensation from the Association for acting as such unless approved by the Members representing a majority of the total vote of the Association at a regular or special meeting of the Association; provided, any director may be reimbursed for expenses incurred on behalf of the Association upon approval of a majority of the other directors.

Section 14. Conduct of Meetings. The President shall preside over all meetings of the Board of Directors, and the Secretary shall keep a minute book of meetings of the Board of Directors, recording therein all resolutions adopted by the Board of Directors, recording therein all resolutions adopted by the Board of Directors and all transactions and proceedings occurring at such meetings.

Section 15. Action Without a Formal Meeting. An action to be taken at a meeting of the directors or any action that may be taken at a meeting, of the directors may be taken without a meeting if a consent in writing, setting forth the action so taken, shall be signed by all of the directors, and such consent shall have the same force and effect as a unanimous vote.

C. Powers and Duties

Section 16. Powers. The Board of Directors shall be responsible for the affairs of the Association and shall have all of the powers and duties necessary for the administration of the Association's affairs and, as provided by law, may do all acts and things as directed by the Declaration, Articles, or these Bylaws to be done and exercised exclusively by the Members or the membership generally.

The Board of Directors shall delegate to a Director, the authority to act on behalf of the Board of Directors on all matters relating to the duties of the managing agent or manager, if any, which might arise between meetings of the Board of Directors.

In addition to the duties imposed by these Bylaws or by any resolution of the Association that may hereafter be adopted, the Board of Directors shall have the power to and shall be responsible for the following, in way of explanation, but not limitation:

(a) preparation and adoption of annual budgets in which there shall be established the contribution of each Owner to the common expenses;

(b) making assessments to defray the Common Expenses, establishing the means and methods of collecting such assessments, and establishing the period of the installment payments of the annual assessment; provided, unless otherwise determined by the Board of Directors, the annual assessment for each Unit's proportionate share of the Common Expenses shall be payable in equal monthly installments, each such installment to be due and payable in advance on the first day of each month for said month;

(c) providing for the operation, care, upkeep, and maintenance of all of the Common Elements;

(d) designating, hiring, and dismissing the personnel necessary for the maintenance, operation, repair, and replacement of the Association, its property, and the Common Elements and, where, appropriate, providing for the compensation of such personnel and for the purchase of equipment, supplies, and materials to be used by such personnel in the performance of their duties;

(e) collecting the assessments, depositing the proceeds thereof in a bank depository which it shall approve, and using the proceeds to administer the Association; provided, any reserve fund may be deposited, in the directors' best business judgment, in depositories other than banks;

(f) making and amending rules and regulations;

(g) opening of bank accounts on behalf of the Association and designating the signatories required;

(h) making or contracting for the making of repairs, additions, and improvements to or alterations of the Common Elements in accordance with the other provisions of the Declaration and these Bylaws after damage or destruction by fire or other casualty;

(i) enforcing by legal means the provisions of the Declaration, these Bylaws and the rules and regulations adopted by it and bringing any proceedings which may be instituted on behalf of or against the Owners concerning the Association;

(j) obtaining and carrying insurance against casualties and liabilities, as provided in the Declaration, and paying the premium cost thereof;

(k) paying the cost of all services rendered to the Association or its Members and not chargeable directly to specific Owners;

(l) keeping books with detailed accounts of the receipts and expenditures affecting the Association and its administration, specifying the maintenance and repair expenses and any other expenses incurred;

(m) making available to any prospective purchaser of a Unit, any Owner of a Unit, any first Mortgagee, and the holders, insurers, and guarantors of a first Mortgage on any Unit, current copies of the Declaration, the Charter of the Association, the Bylaws, rules and regulations governing the Subdivision, and all other books, records, and financial statements of the Association;

(n) permitting utility suppliers to use portions of the Common Elements reasonably necessary to the ongoing development or operation of the Properties; and

(o) other actions reasonably necessary to carry out the business of the Association.

Section 17. Management Agent.

(a) The Board of Directors may employ for the Association a professional management agent or agents at a compensation established by the Board of Directors to perform such duties and services as the Board of Directors shall authorize. The Board of Directors may delegate to the managing agent or manager, subject to the Board's supervision, all of the powers granted to the Board of Directors by these Bylaws, other than the powers set forth in subsections (a), (b), (f), and (i) (except for the execution and/or filing of documents for the enforcement of Association liens) of Section 16 of this Article. The Declarant, or an affiliate of the Declarant, may be employed as managing agent or manager.

(b) Except as otherwise provided under Article XV of the Declaration, no management contract may have a term in excess of three (3) years.

Section 18. Accounts and Reports. The following management standards of performance will be followed unless the Board by resolution specifically determines otherwise;

(a) accounting as defined by generally accepted accounting principles, shall be employed;

(b) accounting and controls should conform to generally accepted accounting principles;

(c) cash accounts of the Association shall not be commingled with any other accounts;

(d) no remuneration shall be accepted by the managing agent from vendors, independent contractors, or others providing goods or services to the Association, whether in the form of commissions, finder's fees, service fees, prizes, gifts, or otherwise; anything of value received shall benefit the Association;

(e) any financial or other interest which the managing agent may have in any firm providing goods or services to the Association shall be disclosed promptly to the Board of Directors;

(f) commencing at the end of the month in which the first Unit is sold and closed to any Member other than the Declarant or any other Builder, financial reports shall be prepared for the Association at least quarterly containing:

(i) an income statement reflecting all income and expense activity for the preceding period on an cash basis;

(ii) a statement reflecting all cash receipts and disbursements for the preceding period;

(iii) a variance report reflecting the status of all accounts in an "actual" versus "approved" budget format;

(iv) a balance sheet as of the last day of the preceding period; and

(v) a delinquency report listing all Owners who are delinquent in paying the monthly installments of assessments at the time of the report and describing the status of any action to collect such installments which remain delinquent (A monthly installment of the assessment shall be considered to be delinquent on the fifteenth (15th) day of each month unless otherwise determined by the Board of Directors);

(g) an annual report consisting of at least the following shall be distributed to all Members within one hundred twenty (120) days after the close of the fiscal year: (1) a balance sheet; and (2) an operating (income) statement.

Section 19. Borrowing. The Board of Directors shall have the power to borrow money for the purpose of maintenance, repair or restoration of the Common Elements without the approval of the Members of the Association. The Board shall also have the power to borrow money for other purposes; provided, the Board shall obtain Member approval in the same manner provided in Article X, Section 4, of the Declaration for special assessments in the event that the proposed borrowing is for the purpose of modifying, improving, or adding amenities and the total amount of such borrowing exceeds or would exceed five (5%) percent of the budgeted gross expenses of the Association for that fiscal year.

Section 20. Rights of the Association. With respect to the Common Elements, and in accordance with the Charter and Bylaws of the Association, the Association shall have the right to contract with any person for the performance of various duties and functions. Without limiting the foregoing, this right shall entitle the Association to enter into common management, operational, or other agreements with trusts, condominiums, or cooperatives, and other owners or residents associations, both within and without the Properties; provided, however, that any such agreements shall require the consent of two-thirds (2/3) of all Directors of the Association.

Except for property management contracts entered into pursuant to Article XV of the Declaration as well as any contract, lease, or other agreement entered into by the Declarant on behalf of the Association during the Class "B" Control Period, the Association shall not be bound, either directly or indirectly, by any contract, lease, or other agreement (including any management contract), unless such contract, lease or other agreement contains a right to termination exercisable by either party without penalty at any time, with or without cause, upon not more than ninety (90) days' written notice to the other party.

Section 21. Enforcement. The Board shall have the power to impose reasonable fines against Owners or occupants, which shall be an assessment on the Unit, shall constitute a lien upon the property of the violating Owner, and may be collected in the same manner provided for the collection of assessments in Article X of the Declaration. The Board also shall have the authority to suspend an Owner's right to vote, or to use the Common Elements, and may seek any other available remedy at law or in equity for violation of any duty imposed under the Declaration, these Bylaws, or any rules and regulations duly adopted hereunder; provided, however nothing herein shall authorize the Association or the Board of Directors to limit ingress and egress to or from a Unit. In the event that any occupant of the residence located upon a Unit violates the Declaration, Bylaws, or a rule or regulation and a fine is imposed, the Board may choose, at the Board's sole discretion, to collect the fine from the occupant or the respective Owner. The failure of the Board to enforce any provision of the Declaration, Bylaws, or any rule or regulation shall not be deemed a waiver of the right, of the Board to do so thereafter.

(a) Additional Enforcement Rights. Notwithstanding anything to the contrary herein contained, the Association, acting through the Board of Directors, may elect to enforce any provision of the Declaration, these Bylaws, or the rules and regulations) or by suit at law or in equity to enjoin any violation or to recover monetary damages or both without the necessity of compliance with the procedure set forth above. In any such action, to the maximum extent permissible, the Owner or occupant responsible for the violation of which abatement is sought shall pay all costs, including reasonable attorney's fees actually incurred.

Article IV
Officers

Section 1. Officers. The officers of the Association shall be a President, Vice President, Secretary, and Treasurer, to be elected from among the members of the Board. The Board of Directors may appoint such other officers, including one or more Assistant Secretaries and one or more Assistant Treasurers, as it shall deem desirable, such officers to have the authority and perform the duties prescribed from time to time by the Board of Directors. Any two (2) or more offices may be held by the same person, except the offices of President and Secretary.

Section 2. Election, Term of Office, and Vacancies. The officers of the Association shall be elected annually by the Board of Directors at the first meeting of the Board of Directors following each annual meeting of the Members, as herein set forth in Article III. A vacancy in any office arising because of death, resignation, removal, or otherwise may be filled by the Board of Directors for the unexpired portion of the term.

Section 3. Removal. Any officer may be removed by the Board of Directors whenever in its judgment the best interests of the Association will be served thereby.

Section 4. Powers and Duties. The officers of the Association shall each have such powers and duties as generally pertain to their respective offices, as well as such powers and duties as may from time to time specifically be conferred or imposed by the Board of Directors. The President shall be the chief executive officer of the Association. The Treasurer shall have primary responsibility for the preparation of the budget as provided for in the Declaration and may delegate all or part of the preparation and notification duties to a finance committee, management agent, or both.

Section 5. Resignation. Any officer may resign at any time by giving written notice to the Board of Directors, the President, or the Secretary. Such resignation shall take effect on the date of the receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 6. Agreements, Contracts, Deeds, Leases, Checks, Etc. All agreements, contracts, deeds, leases, checks, and other instruments of the Association shall be executed by at least two (2) officers, unless the Board has specifically designated an officer(s) or other person by resolution of the Board of Directors.

Article V
Committees

Section 1. General. Committees are hereby authorized to perform such tasks and to serve for such periods as may be designated by a resolution adopted by a majority of the Directors present at a meeting at which a quorum is present. Each committee shall operate in accordance with the terms of the resolution of the Board of Directors designating the committee or with rules adopted by the Board of Directors.

Section 2. Covenants Committee. In addition to any other committees which may be established by the Board pursuant to Section 1 of this Article, the Board of Directors may appoint a Covenants Committee consisting of at least three (3) and no more than five (5) members. Acting in accordance with the provisions in the Declaration, these Bylaws, and resolutions the Board may adopt, the Covenants Committee, if established, shall be the hearing tribunal of the Association and shall conduct all hearings held pursuant to Article III of these Bylaws.

Article VI
Miscellaneous

Section 1. Fiscal Year. The fiscal year of the Association shall be set by resolution of the Board of Directors. In the absence of such a resolution, the fiscal year shall be the calendar year.

Section 2. Parliamentary Rules. Except as may be modified by Board resolution, Robert's Rules of Order (current edition) shall govern the conduct of Association

proceedings when not in conflict with Tennessee law, the Charter of the Association, the Declaration, or these Bylaws.

Section 3. Conflicts. If there are conflicts between the provisions of Tennessee law, the Charter of the Association, the Declaration, and these Bylaws, the provisions of Tennessee law, the Declaration, the Charter of the Association, and the Bylaws (in that order) shall prevail.

Section 4. Books and Records.

(a) Inspection by Members and Mortgagees. The Declaration and Bylaws, membership register, books of account, and minutes of meetings of the Members, the Board and committees shall be made available for inspection and copying by any Mortgagee, Member of the Association, or by his or her duly appointed representative at any reasonable time and for a purpose reasonably related to his or her interest as a Member at the office of the Association or at such other place within the Properties as the Board shall prescribe, provided that the cost of any such copies shall be paid by the requesting party.

(b) Rules for Inspection. The Board shall establish reasonable rules with respect to:

(i) notice to be given to the custodian of the records;

(ii) hours and days of the week when such an inspection may be made; and

(iii) payment of the cost of reproducing copies of the documents requested.

(c) Inspection by Directors. Every Director shall have the absolute right at any reasonable time to inspect all books, records, and documents of the Association and the physical properties owned or controlled by the Association. The right of inspection by a Director includes the right to make extracts and a copy of relevant documents at the expense of the Association.

Section 5. Notices. Unless otherwise provided in these Bylaws, all notices, demands, bills, statements, or other communications under these Bylaws shall be in writing, and shall be deemed to have been duly given if delivered personally or if sent by:

(a) United States Mail, first class postage prepaid:

(i) if to a Member, at the address which the Member has designated in writing and filed with the Secretary or, if no such address has been designated, at the address of the Unit of such Member; or

(ii) if to the Association, the Board of Directors, or the managing agent, at the principal office of the Association or the managing agent, if any, or at such other

address as shall be designated by notice in writing, sent via regular or electronic mail, to the Members pursuant to this Section;

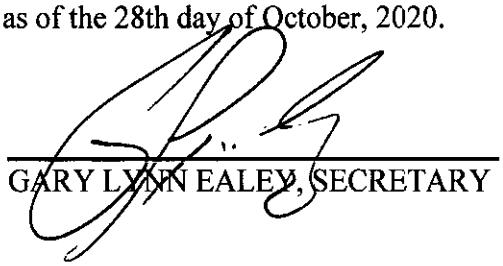
(b) electronic mail to the address provided for the Member or Association, as applicable, with delivery receipt acknowledgment.

Section 6. Amendment. Prior to the conveyance of the first Unit, Declarant may unilaterally amend these Bylaws. After such conveyance, the Declarant may unilaterally amend these Bylaws so long as it has the right to annex Additional Property pursuant to Article VIII, Section 1 of the Declaration and so long as the amendment has no material adverse effect upon any right of any Owner, including any Builder. Thereafter and otherwise, these Bylaws may be amended only by the affirmative vote (in person or by proxy) or written consent, or any combination thereof, of Members representing sixty-seven percent (67%) of the total votes of the Association, and the written approval of the Class "B" Members so long as the Class "B" membership exists. However, the percentage of votes necessary to amend a specific clause shall not be less than the prescribed percentage of affirmative votes required for action to be taken under that clause. Notwithstanding the foregoing, any amendments of a "material nature" as set forth under Article XVIII, Section 2 of the Declaration shall require the approval of Owners who represent at least sixty-seven (67%) percent of the total allocated votes in the Association and by fifty-one (51%) percent of Mortgagees. No amendment shall be effective until recorded in the Register of Deed's Office of Davidson County, Tennessee.

[CERTIFICATION PAGE TO FOLLOW]

CERTIFICATION

The foregoing Bylaws are hereby adopted as the Bylaws of THE CROSSING AT DRAKES BRANCH TOWNHOME OWNERS ASSOCIATION, INC., a Tennessee nonprofit corporation, by the undersigned as of the 28th day of October, 2020.



GARY LYNN EALEY, SECRETARY

EXHIBIT "E"

ATTORNEY'S LEGAL OPINION LETTER

[SEE ATTACHED]

ORTALEKELLEY LAW FIRM

Jeremy H. Cherry
jcherry@ortalekelley.com
Direct: (615) 780-7513

October 28, 2020

THE CROSSING AT DRAKES BRANCH TOWNHOME
OWNERS ASSOCIATION, INC
Attn: Kevin Estes
2925 Berry Hill Drive
Nashville, TN 37204

Re: LEGAL OPINION FOR THE CROSSING AT DRAKES BRANCH TOWNHOMES, A TOWNHOME PLANNED UNIT DEVELOPMENT (HORIZONTAL PROPERTY REGIME WITH PRIVATE ELEMENTS)

Dear Kevin:

I am an attorney licensed to practice in the State of Tennessee. Pursuant to Tenn. Code Ann. § 66-27-103(b), this letter shall serve as the requisite attorney's opinion in which I certify that upon the recording of this legal opinion and the following additional documents, all legal requirements for the creation of a Planned Unit Development under the terms of the above-referenced statute will have been met:

1) The Declaration of Covenants, Conditions and Restrictions for The Crossing at Drakes Branch and the Declaration of Covenants, Conditions and Restrictions for The Crossing at Drakes Branch Townhomes, A Townhome Planned Unit Development (Horizontal Property Regime with Private Elements);

2) Charter of The Crossing at Drakes Branch Townhome Owners Association, Inc., a not-for-profit corporation;

3) Bylaws of The Crossing at Drakes Branch Townhome Owners Association, Inc., a not-for-profit corporation; and

4) The plat/site plan exhibits for The Crossing at Drakes Branch Townhomes, A Townhome Planned Unit Development (Horizontal Property Regime with Private Elements), which plat/site plan exhibits show the units, private elements, common elements, and limited common elements.

Should you have any questions, please feel free to contact me.

Very truly yours,

ORTALE KELLEY LAW FIRM

Jeremy H. Cherry