Karen Johnson Davidson County
Batch# 549898 DEEDMAST
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Fees: $67.00 Taxes: $0.00
20210108-0003975

MASTER DEED
&
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
for
105 HARROW COURT COTTAGES

WITNESSETH

Christopher Yontz, as Declarant (hereinafter "Owner") hereby submits all of the real property and improvements thereon, as more fully defined and described below, (hereinafter the "Property") to a horizontal property regime with private elements in the manner provided in Tennessee Code Annotated, Title 66, Chapter 27, Section 103(a) which states: **"Whenever a developer, the sole owner, or the co-owners of a building expressly declare, through the recordation of a master deed or lease, or by plat, which shall set forth the particulars enumerated by § 66-27-107, their desire to submit their property to the regime established by this chapter, there shall be thereby established a horizontal property regime."** The Owner incorporates by reference all applicable parts of Tennessee Code Annotated, Title 66, Chapter 27, Sections 101-123, as may be amended or supplemented from time to time, and known as the "Horizontal Property Act" (the "Act'). The Owner makes the following declarations regarding divisions, limitations, expansions, restrictions, reservations, easements, covenants and conditions, hereby declaring that the Property shall be held, conveyed, mortgaged, used, occupied and improved subject to this Master Deed. The provisions of this Master Deed constitute covenants running with the land and are binding on and for the benefit of present and future owners and mortgagees of any part of the Property.

A. **Definitions.** Certain terms as used in this Declaration shall be defined as follows:

1. Assessment means a share of the funds required for the payment of Common Expenses and charges which from time to time may be assessed against each Unit Owner by the Association.

2: "Common Elements" means all of the real Property except for the Units, Private Elements, and Limited Common Elements appurtenant thereto, which shall be titled to a specific person or persons, and any temporary structures or personalty erected or placed by an individual on the real property; and, without limiting the generality of the foregoing, shall include the following:

(a) The Property in fee simple, except as included in the Private Elements.

(b) All common walls, columns, beams, supports, shared firewalls, roofs and fences, (if such are shared by two or more Units) and any common entrances, exits and pathways;

(c) The grounds, landscaping, driveways and roadways, walkways and parking areas located on the Property, except as included in the Private Elements.

(d) All compartments or installations of central services, if any, which provide power, light, gas, cold and hot water, and all devices or installations existing for common use (but not including installations situated entirely within a Unit and serving only such Unit);

(e) All pipes, ducts, electrical wiring and conduits found in a common wall or providing service to more than one Unit; but not including such pipes, ducts, electrical wiring and conduits situated entirely within a Unit and serving only such Unit; and

(f) All other elements of the improvements and parts of the Property desirable or rationally of common use or necessary or convenient to the existence, maintenance and safety of the common owners, including but not limited to common walls and common roofs.

3. "Common Expenses" means and includes all charges, costs, and expenses incurred by the Co-Owners for and in connection with the administration and operation of the Townhome, including, without limitation, maintenance, repair, replacement, painting and restoration (to the extent not

covered by insurance) of the Common Elements; and additions and alterations thereto; all labor, services, common utilities, materials, supplies and equipment therefor; all liability for loss or damage arising out of or in connection with the Common Elements and their use; all premiums for hazard, liability and other insurance with respect to the Townhome; all liabilities incurred in acquiring a Unit pursuant to judicial sale; and all administrative, accounting, legal and managerial expenses. Also, "Common Expenses" shall include amounts incurred in replacing, or substantially repairing, major capital improvements of the Townhome, including, but not limited to, treatment for pests, care of shrubs and trees in common areas, and mowing of the lawns. All of the above shall constitute Common Expenses of the Townhome for which the Unit owners shall be equally and severally liable; and for which the owners may require contributions on a monthly or quarter-annual basis.

4. "Limited Common Area" or "Limited Common Elements" means those Elements which transition from Common Elements to Private Elements and which may fall within the designated boundaries of a private element but which out of necessity or common convenience to the Units require occasional use by others for maintenance to the common elements or a Unit and which are not otherwise reserved for the exclusive use of a Unit; including but not limited to:

(a) Sidewalks to a single Unit;
(b) Shared patios or courtyards;
(c) Utility service facilities serving more than one of the units; and
(d) Driveways and automobile parking spaces which lie within the limited common areas and are generally for the exclusive use of a specific Unit.

5. "Owners" or "Co-owners" means a individual person, a firm, corporation, partnership, association, trust or other legal entity. or any combination thereof, owning fee simple title to any Cottage or Cottages within the Project. When two or more persons own a Cottage as tenants in common, joint tenants, tenants by the entireties, connected interests, or otherwise, such persons shall constitute the "Owner" with respect to that Cottage. "Owners" or "Co-owners" includes all of the Unit owners acting as a group in accordance with this Declaration, any amendments thereto, the bylaws (if any) and any other governing documents.

6. "Private Elements" means the area of the Property upon which a Unit, including any driveway, parking area, or courtyard associated with said Unit (all as indicated in below and on Exhibit B attached hereto and incorporated herein by reference), is located and for which fee simple ownership and exclusive use is reserved to that Unit only. Notwithstanding that some of the following might be located in the Common Elements, the plumbing, heating and air conditioning equipment (including all ducts and pipes), electrical wiring and equipment, hot water heater, cable and telephone lines, and other equipment located within or connected to a Unit for the sole purpose of serving that Unit exclusively, are a part of the Private Elements, the maintenance, repair and replacement of same being the responsibility of the Unit owner.

6. "Property" means all the real property being subjected to this Master Deed and Covenants, Conditions and Restrictions, as set forth on **Exhibit A**.

7. "Unit" or "Townhome Unit" or "Duplex Unit" or "Cottage" means the residential structure, its respective driveway, patios, entrance, and associated front yard area as indicated on Exhibit A attached hereto and incorporated herein by reference, located on the Property and having direct access to the Common Elements. Each Unit shall be separately titled in fee simple ownership and exclusive use by the owner thereof; and each separate Unit, including its driveway and limited yard, together with its interest in the common elements, constitutes for all purposes a separate parcel of real estate which shall be separately taxed and assessed, and no separate tax or assessment may be rendered against any common elements. The driveway and separate front yard for each Unit shall be maintained by their respective owners and boundary lines and their respective maintenance shall be divided as follows: **Unit 105A** is in the southwestern side of the lot, and **Unit 105B** is in the northeastern side of the lot, the dividing line between the two limited common areas is shown on the attached **Exhibit B**.

Notwithstanding the definition of a Unit contained above, limited common elements shall include any part of the foundation, floor joists, load bearing walls, ceiling joists, roof trusses, sheathing, underlayment, or shingles which are necessary for the structural integrity or protection from the elements of an individual Unit.

In the event there is any question as to the allocation of any Common, Limited Common, or

Private Element, Developer retains the right for a term of five (5) years after execution of this instrument to make such designation or until Developer assigns such right to the Association, whichever event first occurs.

B. Description of Units. Each Unit may be described as: "Unit No. (A or B) as shown on Exhibit B of the Master Deed and Declaration of Covenants, Conditions and Restrictions for 105 Harrow Court Cottages, of record as Instrument # (_____) Register's Office of Davidson County, Tennessee".

C. Common Interest. Each Unit shall have appurtenant thereto an equal and undivided interest in the Common Elements, shall have an equal and undivided share in all Common Expenses of the Property, and shall have an equal and undivided interest for all other purposes subject to the terms herein. The owner of each Unit will have an equal and common right to share in the Common Elements, and a corresponding obligation for the expenses of care and maintenance related thereto.

D. Easements: Reservations; Driveway, Parking Spaces. The Units and Common Elements shall have and be subject to the following easements:

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

2. If any part of the Common Elements encroaches upon any Unit or Limited Common Element, an easement shall exist for the encroachment, the maintenance, repair and replacement thereof, so long as it continues. If any Unit shall be partially or totally destroyed and then rebuilt, minor encroachments on any parts of the Common Elements due to reconstruction shall be permitted, and easements shall exist for the encroachments.

3. An easement shall exist for any part of a residential structure, including, but not by way of limitation, the roof, eave, cornice, gutter and related structural elements, as shall encroach over or upon any adjoining Unit or the Common Elements. Said easement shall also exist for the maintenance, repair and replacement of said encroaching structural elements.

4. An easement exists for ingress, egress and maintenance in favor of any public utility providing public utility service to the Townhome and the Units.

5. An easement exists for unrestricted pedestrian ingress, egress and use by the Unit Owners, their guests, invitees and agents to the "backyard area", "behind" the two Units; provided, however, the Owners shall have the right to fence in their respective limited common elements of the backyard area of the Property into private yards for each respective Unit and as such this yard area shall be a limited common element of the respective private element and access to these (and any other) limited common areas of a Unit shall be as needed for maintenance, repair and replacement, but not for shared regular use, unless the Owners so agree.

6. An easement exists in favor of Police, Fire Department Personnel, emergency responders, and employees and agents of the utility companies and Metro Nashville, Davidson County, to enter into any portion of the common and limited common areas of the units from time to time in the event of emergency, for necessary action to prevent damage to any part of either unit.

7. Each Unit has its own exterior parking area and "front" yard (being the western yard are of the Property) which shall not be common areas but the boundary of which shall be limited common area, except as indicated on Exhibit B.

E. Alteration and Transfer of Interests. The common Elements and easements appurtenant to each Unit shall have a permanent character and shall not be altered without the consent of all Unit owners affected, except where such authority is retained herein by the Owner. The Common Elements and easements shall not be separated from the Unit to which they appertain, and shall be deemed to be conveyed or encumbered with the Unit even though the Common Elements or easements are not expressly mentioned or described in the conveyance or other instrument. Nothing in this Section shall prevent the Owner from subsequently designating (and allowing the construction of) attached porches,

patios (with enclosure fences) and balconies as Limited Common Elements.

F. Partition. The Common Elements shall remain undivided and shall not be the object of any action for partition or division of any part thereof, except as provided by the Act. No fence, structure, wall, or other separating device shall be permitted from the front corners of the Units to the street without unanimous agreement of the Owners and a uniformity of construction style for both Units; and if such location is approved then the construction shall have an exterior (visible from the road) appearance matching the architecture and material of the dwelling Units and in no case shall be simple chain link fencing. If fencing is erected to the sides or rear of the dwelling Units then the second of the two Unit Owners shall be entitled to attach to and utilize existing fencing put in place by the first Unit Owner. And such fencing shall also be aesthetically pleasing in style and construction; and a Unit Owner shall not be entitled to enclose more than the limited common area associated with his or her private Unit except that the Unit Owners may elect to fence only the outer boundary of the yards and share access to the limited common elements (backyard) if they so mutually desire.

G. Restrictions. The Units and the Common Elements shall be subject to the following restrictions, which restrictions shall be permanent:

1. Except as otherwise approved in writing by the Owner or Unit owners, each Unit shall be used only as a private dwelling, shall not be subdivided, and shall be subject to such limitations and conditions as may be contained herein, or in the deed of conveyance, or any rules which may be adopted from time to time by Owner or by mutual agreement of the owners as to the use and appearance of the Units and the Common Elements. Business uses shall only be allowed to the extent that such use is common or usual in residential dwellings for the business so carried-on; and shall be allowed only to the extent that such use does not cause a substantial increase in the volume of pedestrian or vehicular traffic, noise, or odors.

2. Violation of this Master Deed, the covenants in the deed, or any rules adopted by Owner or the owners, may be remedied by the non-breaching party or its agent, and the costs shall be indemnified and may be enforced by the imposition of reasonable fines or by legal action for damages, injunctive relief, restraining order, or specific performance. In addition, an aggrieved Unit owner may maintain a legal action for similar relief. The award for damages, if any, may include attorney's fees and court costs. A Unit owner, in accepting ownership of a Unit, agrees to become subject to this enforcement in the event of a violation.

H. Separate Real Estate Taxes. Real estate taxes shall be separately taxed to each Unit Owner for such Owner's Unit, its yard area, and each unit's corresponding undivided one-half (1/2) interest in the ownership in the Common Elements, as provided in the Act. In the event that such taxes for any year are not separately taxed to each Unit Owner, but rather are taxed on the Property as a whole, then each Unit Owner shall pay such Owner's proportionate share thereof in accordance with such Owner's respective percentage of ownership interest in the Common Elements, and, in said event, such taxes shall be a common expense.

I. Administration of the Townhomes; By-Laws. The administration of the Townhome shall be vested in the Co-Owners consisting of all the Unit Owners. The following By-Laws are inserted herein in satisfaction of § 66-107 and § 66-27-111 of the Act. Assessment of Common Expenses and all other matters relating to the administration of the Townhome, is vested in the Declarant Owner until such time as the Declarant Owner does not own any Units or elects to surrender this power to the Unit owners. Until that time, the Declarant Owner shall possess the irrevocable proxy of the Unit owners to operate and administer the Townhome; which proxy each Unit owner automatically grants upon acceptance of a deed to a Unit.

J. Townhome Maintenance and Restrictions. The Unit owners are responsible for all maintenance of the Units. In addition, each Unit Owner is responsible for all repairs and maintenance necessitated by unreasonable use, negligence, or willful misconduct by an Owner, his or her guests, invitees, employees, or agents, to any part of the Property, the Common Elements, Limited Elements, or Private Elements.

Actions required for Common Areas may be handled by the Owners jointly, or by one Owner if he so volunteers and the other Owner accepts, or by a designated and agreed to third party.

In the event of failure of a Unit owner to properly maintain its Unit or its share of the Common or Limited Elements, other Unit owner shall have the right to do the following and to bill all expenses and reasonable compensation for such work to the derelict Unit owner:

1. Maintain, repair and replace all improvements in the Common Elements which may be required by law to be maintained, repaired and replaced upon, adjoining, in connection with, or for the use of any part of the Townhome.

2. Keep all Common Elements in a clean and sanitary condition and observe and perform all laws, ordinances, rules and regulations now or hereafter made by any governmental authority, where applicable to the Townhome.

3. Reasonably repair, maintain and keep all Common Elements of the Townhome in good order and condition, including keeping all trees, shrubs and grass in good cultivation and replanting the same as may be necessary.

4. To keep all Limited Common Elements in a clean and sanitary condition and substantially repair, maintain and keep them in good order and condition.

5. Observe any setback lines affecting the Townhome as shown on the plans herein mentioned.

6. Not make or suffer any waste or unlawful, improper or offensive use of the Townhome.

7. No unlawful, noxious or offensive activities shall be carried on in any Unit or elsewhere on the Property, nor shall anything be done therein or thereon which shall constitute a nuisance or which shall cause unreasonable noise or disturbance to others. Each Unit Owner shall maintain his Unit in good condition and in good order and repair, at his own expense, and shall not do or allow anything to be done in his Unit which may increase the cost or cause the cancellation of insurance on other Units or on the Common Elements. Other than generally accepted flags and decorations, no Unit Owner shall display, hang, store or use any clothing, sheets, blankets, laundry or other articles outside of his Unit, or which may be visible from the outside of his Unit (other than draperies, curtains, or shades of a customary nature and appearance), or paint or decorate or adorn the outside of his Unit, or install outside his Unit any canopy or awning, or outside radio or television antenna, or CB radio transmitters, or other equipment, fixtures or items of any kind, without written permission of the other Owner. No Unit Owner shall display, hang, store, or use any sign outside his Unit (other than a temporary sign by the road for purposes of leasing or selling the Unit), which may be visible from the outside of his Unit, without the prior written permission of the other Unit Owner. No structure of a temporary character, trailer, tent, shack, garage, barn, or other outbuildings shall be permitted on the Property at any time temporarily or permanently, except with the prior written consent of the other Owner; provided, however that temporary structures may be erected for use in connection with the repair or rebuilding of the Buildings or any portion thereof.

8. Trash, garbage and other waste shall be kept only in sanitary containers, and shall be disposed of in a clean and sanitary manner.

9. Articles of personal property belonging to any Unit Owner, such as baby carriages, bicycles, wagons, toys, furniture, clothing, and other articles, shall not be stored or kept in the Common Elements, but shall be confined to the Units or storage areas within the units and/or its Private Elements. There shall be no storage of cars, boats, motorcycles, jet-skis, trailers, campers, or motor homes on the Property.

K. Waiver of Use of Common Elements. No Unit owner may except himself from liability for his contribution towards the Common Expenses by waiver of the use or enjoyment of any of the Common Elements or by abandonment of his Unit.

L. Unpaid Common Expenses Constitute Lien.

1. Unpaid Common Expenses shall constitute a lien on the Unit of the delinquent Unit owner, prior to all other liens except for (i) liens for taxes and assessments lawfully imposed by governmental authorities against such Units and (ii) the lien of a prior deed of trust. Such lien shall also secure reasonable attorney fees and all costs incurred in the collection of the unpaid share of Common Expenses or the enforcement of the lien. If a Unit owner shall fail to pay the proportionate share of Common Expenses for a period of thirty (30) days following the date on which the same became due, a court may authorize a lien for unpaid Common Expenses, plus the

court costs, plus a reasonable attorney's fee and any related expenses of the lien and suit, plus interest at the rate of ten percent (10%) per annum on the outstanding balance until paid in full.

2. For and in consideration of the privileges, protections, mutual enjoyment and use of the Common Elements, the assumption of the obligations of the Unit owners set forth in this Master Deed, the receipt of which is hereby acknowledged, and to secure the payment of shares of Common Expenses assessed against a Unit owner, late charges and attorney fees as provided herein, hereinafter collectively referred to as the "Secured Charges", a lien right is expressly retained; and a court may authorize a Trustee's sale to collect on such lien if the lien's value is equal to or greater than ten percent (10%) of the value of the Unit. In no case shall such lien right or foreclosure be superior to a purchase money mortgage. If a sale is authorized then all mortgage holders of record shall be notified in writing no less than twenty-one (21) days prior to the sale date.

M. Acquisition at Foreclosure Sale. Where the mortgagee of a purchase money mortgage or deed of trust of record acquires ownership of such Unit as a result of the enforcement of the deed of trust, such Unit shall no longer be subject to a lien for unpaid assessments for Common Expenses which become due prior to such acquisition of title, except where such lien rights may be asserted against surplus proceeds of the sale.

N. Insurance. Each Cottage Owner shall be responsible for obtaining his own insurance for his Cottage. Limited Common Elements and Private Elements exclusively serving his Cottage, contents of his own Cottage as well as his additions and improvements thereto, all decorations. furnishings and personal property therein, and any personal property stored elsewhere on the Property. The insurance policy shall afford, as a minimum protection against loss or damage by fire or other perils normally covered by the "Causes of Loss — Special Form Basis" endorsement, where such is available, and such policy shall be in an amount equal to 100% of current replacement cost of such individual Cottage Building and all such alterations, additions, improvements or betterments thereto and any Limited Common Elements serving his Cottage. Each Cottage Owner shall also obtain his own comprehensive public liability insurance policy, insuring each Owner, mortgagee of record, if any, the Association, its officers, directors. Board and employees from liability in connection with such Cottage Owner's individual Cottage or any Limited Common Element serving his Cottage. Any joint policies for common elements shall be billed equally to the Unit owners. Each Owner shall be required to maintain hazard insurance and such insurance shall take into account, and shall insure if possible, the Unit Owner's prorata share of the common elements.

O. Reconstruction. Where casualty destruction, partial or total, occurs to a Unit, any reconstruction or repair shall at a minimum be substantially in accordance with the original plans and specifications, and in accordance with local codes and in a good workmanship like manner.

P. Additional Common Expense Provisions. In the event there is established a common fund then in addition to the other provisions of this instrument relating to the Townhome's Common Expenses, the following requirements and limitations are applicable.

1. The interest of each Unit owner in the Maintenance Fund and Capital Replacement Fund cannot be withdrawn or separately assigned but are deemed to be transferred with such Unit even though not mentioned or described in the conveyance thereof.

2. If the Townhome herein created shall be terminated or waived, any part of the Funds remaining after full payment of Common Expenses and costs of termination shall be distributed to the then existing Unit owners.

Q. Voting and Voting Percentages. Each Unit shall be entitled to one (1) vote in all matters as to which a vote of Unit owners is taken hereunder. Owners shall be entitled to vote at such meetings in person or by written proxy.

R. Eminent Domain. The following provisions shall control upon any taking by eminent domain: In the event of the taking of an entire Unit by eminent domain, the Unit owner and the Unit owner's mortgagee(s), as their interests may appear, shall be entitled to receive the award for such Unit taking and, after acceptance thereof, the Unit owner, the Unit owner's mortgagee(s) and other interest holder shall be divested of all interests in the Townhome. If any condemnation award shall become payable to any owner whose Unit is not wholly taken by eminent domain, then such award shall be paid by the condemning authority to the Unit Owners in proportion to the condemnation proceeds pertinent to the Unit owner thereof and the Unit owner's mortgagee(s), as their interest may appear.

1. If there is any taking of any portion of the Townhome other than any Unit, the condemnation proceeds relative to such taking shall be paid to the Unit Owners in proportion to their loss and the Unit owners shall determine whether to rebuild, repair or replace the portion so taken or to take such other action as they deem appropriate. If no such vote is obtained then such condemnation proceeds shall be remitted to the Unit owners equally.

2. If the Townhome continues after taking by eminent domain, then the remaining portion of the Townhome shall be re-surveyed and this Master Deed amended as appropriate.

S. Mortgagee's Rights.

1. A holder, insurer or guarantor of a first deed of trust ("Mortgagee"), shall be notified, at the address of record in the recorded instrument, of the following:

(a) Any condemnation or casualty loss which affects a material portion of the Townhome or which affects any Unit that secures the Mortgagee's mortgage or deed of trust;

(b) Any lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Townhomes combined: and

(c) Any proposed action that required the consent of mortgage holders.

2. Except as provided by the Act in case of substantial loss to the Units and/or Common Elements, unless all Unit Owners have given their prior written approval, no owner shall not be entitled to:

(a) By act or omission seek to abandon or terminate the Townhome;

(b) Change the pro-rata interest or obligations of any Unit for the purpose of (i) levying assessments or charges or allocating distributions of hazard insurance proceeds or condemnation awards or (ii) determining the pro-rata share of ownership of each Unit in the Common Elements;

(c) Partition or subdivide any Unit; or

(d) By act or omission seek to abandon, partition, subdivide, encumber, sell or transfer the Common Elements (the granting of easements for public utilities or other public purposes consistent with the intended use of the Common Elements by the Townhome shall not be deemed a transfer within the meaning of this clause).

3. No interpretation shall be given to this Master Deed or any other Townhome documents which would give a Unit Owner, or any other party, priority over any rights of first Mortgagees pursuant to their mortgages in the case of a distribution to Unit Owners of insurance proceeds or condemnation awards for losses to or taking of Units and/or Common Elements.

T. Amendment of Master Deed. Except as otherwise provided in this Master Deed, or in the Act, this Master Deed may be amended from time to time by mutual written agreement of the Unit Owners.

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

V. Termination. The Townhome may be terminated as follows:

1. If it is determined the damaged property shall not be reconstructed because of substantial loss in accordance with Tenn. Code Ann. 66-27-118 as may be amended or supplemented from time to time.

2. At any time after obtaining the full approval in writing of all Unit owners, and by all record owners of liens thereon in accordance with Tenn. Code Ann. 66-27-109.

3. The termination of the Townhome shall be evidenced by a deed in compliance with Tenn. Code Ann. 66-27-109, certifying the facts effecting the termination, which deed shall become effective upon being recorded in the Register's office of Davidson County. Tennessee.

WITNESS the signature of the Owner on this 5th day of January, 2021.

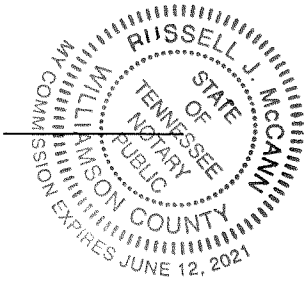
Christopher Yontz

STATE OF TENNESSEE
COUNTY OF Williamson

Personally appeared before me, the undersigned, a Notary Public in and for said County and state, Christopher Yontz, with whom I am personally acquainted (or whose identity was proved to me on the basis of satisfactory evidence) and who acknowledged that he executed this instrument for the purposes therein contained.

WITNESS my hand and official seal this 5th day of January, 2021.

Notary Public

Commission Expires: 

This instrument prepared by:
Russell J. McCann
McCann & Hubbard
1804 Williamson Court, Suite 201
Brentwood, TN 37027

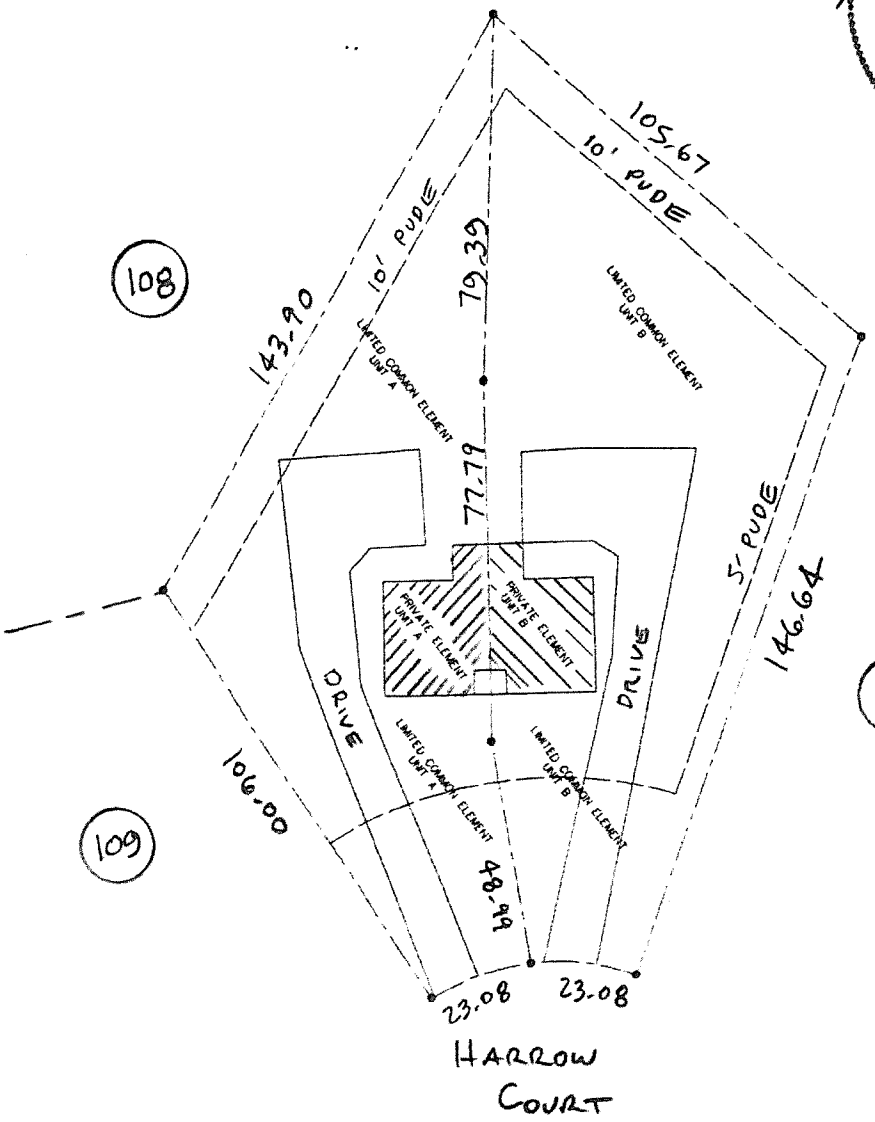
EXHIBIT A

Land in Davidson County, Tennessee, being Lot No. 110 on the Plan of Cross Timbers, Section 3 of record in Plat Book 4175, Page 21, in the Register's Office for Davidson County, Tennessee, to which Plan reference is hereby made for a more complete description of the property.

Being the same property conveyed to Christopher Yontz by Warranty Deed from Patsy A. Williamson, an unmarried woman, dated August 14, 2020, of record in Instrument No. 202000814-0091228, Register's Office for Davidson County, Tennessee.

EXHIBIT 'B'

HORIZONTAL PROPERTY REGIME
105 HARROW COURT COTTAGES



ORIGINAL PARENT PARCEL MAP 142-02 PARCEL 85

UNIT NO.	STREET ADDRESS	MAP/PARCEL
A	105 A HARROW COURT	
B	105 B HARROW COURT	
COMMON AREA		

BRACKMAN LAND SURVEYING
1707 Gale Lane
Nashville, TN 37212
PH (615) 476-81
FAX (615) 298-26
Email: david@brackmansurvey.com

DATE: DECEMBER 11, 2020

FILE NO. 20-083

EXHIBIT C

BYLAWS

In accordance with § 66-27-112 of the Act: The administration of 105 Harrow Court Cottages shall be vested in the Co-Owners consisting of all the Unit Owners.

(1) Each Unit shall be represented by one person. That person shall be the Owner, or if there is more than one Owner then one representative thereof. If the Owner is an entity then the person in charge of such entity shall be the representative.

(2) Meetings of the Owners shall occur at least annually or more often as needed and may be set by ten (10) days written notice by either Owner; provided, however, written notice may be waived at any meeting.

(3) All matters concerning general or specific care, upkeep and surveillance of the Units and the Elements shall be discussed and all decisions regarding these matters shall be by unanimous vote or compromise.

(4) Common upkeep and expenses shall require common or prorata contribution by the Owners. If an Owner refuses to contribute to a necessary common expense then, in the event of a dispute between the Co-Owners or the absence or lack of management by the Co-Owners, an individual may petition the courts for enforcement of this document or for enforcement of reasonable measures of care and maintenance where this document fails to adequately provide.

(5) No Dues shall be charged unless required to cover anticipated maintenance and only in such amounts as a reasonable and practical. In such case, dues shall be in such amounts and in such frequency as is agreed to by the Owners or ordered by a court of competent jurisdiction. Assessments shall be levied anytime a common expense needs to be paid, with so much notice as is reasonable and practical. Assessments required for expenses to make required repairs or reasonably required maintenance shall be a lien on the Unit(s) until paid in full by the Owner(s). Amounts properly due but not timely paid shall bear interest at a rate of ten percent (10%) until paid and such interest shall be paid to the Owner who fronted the unpaid share so that the work could be completed, or shall inure to the benefit of the party who was required to bring action to enforce the payment due.

(6) Definitions. The terms used in these Bylaws, to the extent they are not defined herein, shall have the same definition(s) as set forth in the Master Deed. The term "member" as used in these Bylaws, means "Unit Owner" as defined in the Master Deed.

(7) Compliance with Statute. These Bylaws are intended to comply with the requirements of the Horizontal Property Act of Tennessee, Chapter 27 or Title 66, Tennessee Code Annotated, as it may be amended from time to time. In case any of these Bylaws conflict with the provisions of said statute, it is hereby agreed and accepted that the provisions of the statute will apply.

The foregoing Bylaws are hereby adopted as the Bylaws of 105 Harrow Court Cottages by the Declarant as of this the

5th day of January, 2021.

DECLARANT:

Christopher Yontz

EXHIBIT D

ATTORNEY'S OPINION
For
105 HARROW COURT COTTAGES

As an attorney licensed to practice law in the State of Tennessee, I hereby state that in my opinion, the foregoing documents satisfy all legal documents required under the terms of the Tennessee Horizontal Property Act for creation of a planned unit development and are recorded simultaneous with this opinion. And, having recorded said documents, a planned unit development is deemed to have been properly organized under the terms of the Tennessee Horizontal Property Act, T.C.A. §66-27-101 et seq.

WITNESS MY HAND, this the 8th day of January, 2021.

RUSSELL J. MCCANN

True Copy Certification

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

Signature

State of Tennessee

County of Williamson

Personally appeared before me, Alicia Hamilton, a notary public for this county and state, Russell J. McCann who acknowledges that this certification of an electronic document is true and correct and whose signature I have witnessed.

Notary's Signature

My Commission Expires: _____

Notary' Seal

ALICIA R HAMILTON
STATE OF TENNESSEE NOTARY PUBLIC
COUNTY OF WILLIAMSON

MY COMMISSION EXPIRES:
JULY 26, 2021