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DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS

FOR

HAMILTON CHURCH MANOR

AND

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

FOR

HAMILTON CHURCH MANOR TOWNHOUSES
A TOWNHOUSE PLANNED UNIT DEVELOPMENT
(Horizontal Property Regime with Private Elements)

This Declaration of Covenants, Conditions, and Restrictions for Hamilton Church Manor and for Hamilton Church Manor Townhouses is made as of the date set forth on the signature page hereto Bradburn Village Phase 4 Partnership, a Tennessee Partnership ("Land Owner"), the owner of the Development Property (defined below) and **Century Communities of Tennessee, LLC**, a Delaware limited liability company ("Declarant") and all other persons or entities, presently owning or hereafter acquiring any of the Development Property.

RECITALS

WHEREAS, Land Owner, being the owner and legal title holder of certain real property in Antioch, Davidson County, Tennessee (the "Development Property"), as more particularly described on **Exhibit A** attached hereto, desires to subdivide, develop and plat a portion of the Development Property into single family residential lots (the "SF Property"), as more particularly shown on **Exhibit B-1** attached hereto. Land Owner further desires to develop a portion of the Development Property as a Townhouse 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 single-family residential townhouses (the "Townhouse Property"), as more particularly shown on **Exhibit B-2** attached hereto; and

WHEREAS, Land Owner desires to appoint Century Communities of Tennessee, LLC as Declarant under this Declaration and its constituent documents together with all rights, obligations, and responsibilities related thereto and arising therefrom; and

WHEREAS, Land Owner and Declarant desire to provide for the protection and preservation of the values, desirability and character of the Development Property; and

WHEREAS, Land Owner and Declarant desire to provide a system of administration, operation and maintenance of the Development Property; and

WHEREAS, Land Owner and Declarant have 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; and

WHEREAS, Declarant has caused or will cause to be incorporated under the laws of the State of Tennessee, as a non-profit corporation, Hamilton Church Manor Owners Association, Inc. and Hamilton Church Manor Townhouse Owners Association, Inc. for the purpose of exercising the functions aforesaid.

WHEREAS, 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; and

WHEREAS, Land Owner and Declarant desire to establish for its own benefit and for the benefit of all current and future Owners and Occupants of the Development Property or any portion thereof, certain rights, privileges and easements in, over and upon the Development Property, and to this end, desire to subject the Development Property to certain mutually beneficial covenants, restrictions, obligations, easements, charges and liens for the purpose of enhancing and protecting the value, desirability and attractiveness and well as the proper use, conduct and maintenance of the Development Property or any part thereof.

NOW, THEREFORE, for the purposes set forth herein above Land Owner, as legal title holder of the Development Property, declares as follows:

Article I
DEFINITIONS

The terms in this Declaration and the attached exhibits and other Governing Documents shall generally be given their commonly accepted definitions except as otherwise specified. Capitalized terms shall be defined as set forth below.

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. As used in the Declaration, the term "Declaration" shall be synonymous with "Master Deed" as defined in the Act.

2. "Administrative Functions" shall mean and refer to all functions of, for, and on behalf of the Association or the Townhouse Association, respectively, that are necessary or proper under this Declaration, including, without limitation: (a) providing management and administration of the Association or the Townhouse Association; (b) providing development review, control, and approval functions; (c) incurring reasonable attorneys' fees and accountants'

fees; (d) obtaining insurance and bonds; (e) paying real estate, personal property, or other taxes levied against the Development Property; (f) incurring filing fees, recording costs, and bookkeeping fees; (g) obtaining and maintaining offices and office furniture and equipment; and (h) performing all other reasonable and ordinary administrative tasks associated with the operation of the Association or the Townhouse Association.

3. "Applicable Law" means all statutes, public laws, ordinances, policies, rules, regulations and orders of all federal, state, county and municipal governments or their agencies having jurisdiction and control over the Development Property in effect at the time a provision of this Declaration, as may be amended from time to time, is applied and pertains to the subject matter of the provision of this Declaration, and all other ordinances and any other applicable building codes, zoning restrictions and permits, or other applicable regulations.

4. "Appointment Period" shall mean and refer to the period of time commencing as of the date of the recordation of this Declaration and, except as may otherwise be prohibited by law, continuing until the earlier of: (a) ten (10) years from the date of the recording of this Declaration; (b) the date that is nine (9) months after one hundred percent (100%) of the Lots and Units have been conveyed to Owners; or (c) any such earlier date as Declarant, in its sole discretion, elects to terminate the Appointment Period by written notice to the Association of such termination.

5. "Assessment" shall mean and refer to: (a) Common Assessments, (b) Special Assessments, (c) Townhouse Assessments, and (d) Reimbursement Assessments, all of which are further defined herein. Assessment shall include all costs and reasonable attorney's fees incurred in the enforcement thereof and shall additionally include interest thereon.

6. "Assessment Year" shall mean and refer to the calendar year or such other period of twelve consecutive calendar months selected by the Board for the levying, determining, or assessing of the annual Assessments under this Declaration.

7. "Association" shall mean and refer to Hamilton Church Manor Owners Association, Inc., a Tennessee non-profit corporation, its successors and assigns. Each Owner, including the Owner of a Lot and/or a Unit, shall be a Member of the Association. See also "Townhouse Association" defined below.

8. "Board" or "Board of Directors" shall mean and refer to the governing body of the Association having its normal meaning under Tennessee corporate law and designated to act on behalf of the Association. See also "Townhouse Board" defined below.

9. "Budget" shall mean and refer to a written, reasonably itemized estimate of the expenses to be incurred by the Association in the performance of its functions under this Declaration. A Budget will be prepared for each Assessment Year prior to the commencement thereof as further provided herein. See also "Townhouse Budget" defined below.

10. "Builder" shall mean and refer to any Person who is in the business of constructing single family and/or multi-family residences and who acquires any Lot or Unit building site(s) (referred to herein as Unit Pad(s), defined below) within the Development Property for the purpose of constructing homes upon any Lot and/or Unit(s) upon any Unit Pad for sale to a third party customer of the Builder.

11. "By-Laws for Hamilton Church Manor" shall mean and refer to the By-Laws of the Hamilton Church Manor Owners Association, Inc. attached hereto as **Exhibit D-1** and made a part hereof, as same may be amended from time to time.

12. "By-Laws for Hamilton Church Manor Townhouses" shall mean and refer to the By-Laws of the Hamilton Church Manor Townhouse Owners Association, Inc. attached hereto as **Exhibit D-2** and made a part hereof, as same may be amended from time to time. For purposes of the Act, all provisions contained in the body of this Declaration dealing with administration and maintenance of Townhouse Property and other matters which the Act provides are to be dealt with by the By-Laws shall be deemed to be part of the By-Laws.

13. "Common Area" shall mean and refer to any and all the real and personal property and/or facilities on or within the Development Property owned by and/or reserved for maintenance by the Association and such other property as shall become the responsibility of the Association through easements or otherwise, including all open space, walking trails, entrances, rights-of-way, sign easements, landscape easements, recreational areas, maintenance facilities, and surface water detention facilities or other bodies of water, as shown on any current and future Plat. All Common Areas shall be maintained and landscaped by the Association and shall be reserved for the non-exclusive use, benefit, and enjoyment of the Owners and their family members, invitees, agents, and servants, subject to the conditions, restrictions, and limitations imposed by this Declaration.

14. "Common Element" shall mean and refer to all of the Townhouse Property comprising the Townhouse Planned Unit Development, except for the Units and the Private Elements and Limited Common Elements appurtenant thereto. All Common Elements shall be exclusively owned by the Townhouse Association for the use and benefit of every Owner of a Unit, who shall be a co-owner of the Townhouse Association as set forth in Tenn. Code Ann. § 66-27-102(15). Notwithstanding the forgoing, certain portions of the Townhouse Property such as open space, walking trails, entrances, rights-of-way, sign easements, landscape easements, recreational areas, maintenance facilities, and surface water detention facilities or other bodies of water, may be designated as Common Area and excluded from the Common Elements of the Townhouse Property, as shown and described on **Exhibit B-2**. 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, installations or any other elements or part of the Townhouse 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 Townhouse Planned Unit Development established by this Declaration.

b. All foundations, roofs, exterior walls, bearing walls and columns 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 services such as power, light, gas, water, sewer, telephone, cable television, including master meters, and the like on the Townhouse 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.

15. "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 and the Architectural Review Committee of the Association.

16. "Declarant" shall mean and refer to **Century Communities of Tennessee, LLC**, a Delaware limited liability company, its successors and assigns, provided such successors and assigns are expressly designated by Declarant in a written and recorded instrument as a successor or assign of the rights of Declarant set forth herein. Declarant may and shall have the right to assign all or a portion of its rights, powers, easements and privileges under this Declaration and, as applicable, the Act, as further set forth and reserved to Declarant. In the event of a partial assignment, the assignee shall not be deemed the Declarant but may and shall have the right to exercise such rights, powers, easements and privileges of the Declarant specifically assigned to it. Any such assignment may be made on a non-exclusive basis. From and after any such assignment, the assigning Declarant shall thereafter automatically be relieved from any and all obligations and liability associated with the assignee's exercise of the Declarant's rights so assigned.

17. "Declaration" shall mean and refer to this **Declaration of Covenants, Conditions and Restrictions for Hamilton Church Manor and Hamilton Church Manor Townhouses** applicable to the Development Property and all subsections thereof and recorded in the Register's Office for **Davidson County**, Tennessee, as may be amended from time to time.

18. "Delinquency Interest Rate" shall mean and refer to an annual interest rate established by the Board from time to time; provided, however, in no event shall the Delinquency Interest Rate exceed the maximum contract rate of interest allowed to be charged under applicable law, as amended from time to time.

19. "Development Property" shall mean and refer to the real property comprising the SF Property and the Townhouse Property collectively described and further shown on **Exhibit A** attached hereto and made a part hereof. See also "SF Property" and "Townhouse Property" defined below.

20. "Governing Documents" shall collectively mean and refer to this Declaration and any applicable Supplemental Declaration, amendment, the Bylaws and Charter of the Association and the Townhouse Association, any architectural or design standards, fine schedule, and any use restrictions and/or Rules & Regulations, each as may be adopted, amended, and/or supplemented from time to time.

21. "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, exterior alterations (e.g. shutters, awnings, window boxes, planters, alternative exterior material or color), or such other improvement, alteration, or structure constructed or located upon all or any portion of the Development Property or the exterior of any structure located thereon. 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.

22. "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(s) to the exclusion of 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.

23. "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 Hamilton Church Manor.

24. "Member" shall mean and refer to any Person(s) that shall be an Owner of a Lot and/or a Unit. An Owner of a Unit shall also be a Member and co-owner of the Townhouse Association.

25. "Mortgage" shall mean and refer to any a first priority mortgage encumbering a Lot or a Unit held by a Mortgagee.

26. "Mortgagee" shall mean and refer to any bank, mortgage banker, savings and loan association or other financial institution, which is in the business of making mortgages to customers and which is the record holder of a recorded first priority Mortgage encumbering one or more Lots or Units or property within the Development Property, which is not affiliated with the Owner and which has given written notice of its Mortgage to the Association.

27. "Occupant" shall mean and refer to any Person in possession of a Lot or a Unit, regardless of whether said Person is an Owner.

28. "Owner" shall mean and refer to the Person(s) whose estates or interests, individually, or collectively, aggregate fee simple ownership of a Lot or a Unit, together with the Private Elements and Limited Common Elements appurtenant to such Unit. "Owner" shall not mean the Mortgagee or beneficiary of a recorded Mortgage or deed of trust who holds a lien solely for security purposes and does not have possession of the Lot or Unit.

29. "Person" shall mean and refer to a natural person, as well as a corporation, partnership, firm, association, trust, or other legal entity capable of holding title to real property. The use of the masculine pronoun shall include neuter and feminine references, as applicable, and use of the singular shall include the plural where the context so requires.

30. "Plans" shall mean and refer to the detailed plans prepared for construction of any Improvement on or within the Development Property, which shall comply with the architectural control provisions, if any, of this Declaration.

31. "Plat" shall mean and refer to the plat(s) recorded or to be recorded in the Register's Office for the County in which the Development Property, or portion thereof, is located

subdividing the SF Property into Lots and reflecting thereon the streets, common areas, utility easements, and other matters normally shown on subdivision plats.

32. "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.

33. "Record" and/or "Recording" shall mean and refer to the recording of an instrument in the Register's Office for the County in the State of Tennessee in which the Development Property, or portion thereof, is located.

34. "Rules and Regulations" shall mean and refer to the rules and regulations concerning the use of the Lots or the Units, its Private Elements and Common Elements appurtenant thereto, as may be adopted by the Board in accordance with this Declaration and/or the By-Laws from time to time.

35. "SF Property" shall mean and refer to that certain portion of the Development Property to be developed and platted into separate single family residential lots as shown on **Exhibit B-1** attached hereto and made a part hereof.

36. "Site Plan" shall mean and refer to the diagram, plan, survey, or plat of the Townhouse Property presently submitted as well as any other diagrams, plans, surveys, or plats as may be submitted 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 Hamilton Church Manor Townhouses, 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.

37. "Supplemental Declaration" shall mean and refer to any amendment to the Declaration whereby Declarant submits additional property to the terms of the Declaration or otherwise amends the Declaration as provided herein.

38. "Townhouse Association" shall mean and refer to Hamilton Church Manor Townhouse Owners Association, Inc., a Tennessee non-profit townhouse corporation, its successors and assigns. The Townhouse Association shall be a sub-association of the Association and shall be subject to the Governing Documents of the Association. Any conflict between the Governing Documents of the Association and any Townhouse Association resolution or other governing 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 Townhouse Association in addition to being a Member of the Association.

39. "Townhouse Board" or "Townhouse Board of Directors" shall be the elected governing body of the Townhouse Association having its normal meaning under Tennessee corporate law and designated to act on behalf of the Association.

40. "Townhouse Budget" shall mean and refer to a written, reasonably itemized estimate of the expenses to be incurred in connection with the Townhouse Property specifically

and independently of the SF Property. A Townhouse Budget will be prepared for each Assessment Year prior to the commencement thereof as further provided herein.

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

42. "Townhouse Property" shall mean and refer to that certain portion of the Development Property to be developed as a Townhouse 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, and establishing and maintaining thereon single-family residential townhouses, shown and described on **Exhibit B** attached hereto and made a part hereof.

43. "Transfer of Control" shall mean and refer to the end of the Appointment Period as set forth herein.

44. "Unit" shall mean and refer to the individually numbered portion of any Townhouse 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 Unit 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.

45. "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 Townhouse Property, Membership in and co-ownership of the Association, Voting rights, and Assessment obligations.

46. "Vote" shall mean and refer to the vote in the affairs of the Association or the Townhouse Association, respectively, to which each Member is entitled, as further set forth herein.

Article II
PROPERTY SUBJECT TO DECLARATION

1. **Appointment of Declarant**. Land Owner hereby appoints **Century Communities of Tennessee, LLC** as Declarant under this Declaration and its constituent documents together with all rights, obligations, and responsibilities related thereto as further set forth herein.

2. **Purpose of Declaration**. This Declaration is executed: (a) in furtherance of a common and general plan for the Development 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; (c) to establish an Association and Townhouse Association to hold, maintain, care for, and manage the Development Property and to perform functions for the benefit of owners thereof;

(d) to define the duties, powers, and rights of the Association and Townhouse Association; and (e) to define certain duties, powers, and rights of Owners within the Development Property.

3. **Property Subject to Declaration**. Land Owner, for itself and its heirs, legal and personal representatives, successors, and assigns, hereby declares that the property located in **Antioch, Davidson County**, Tennessee, as is more particularly described and shown on **Exhibit A** attached hereto and made a part hereof, together with any Future Phase Property, shall be owned, held, transferred, leased, used, occupied, maintained, altered, and improved subject to the covenants, conditions, restrictions, 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 Governing Documents, and by acceptance of same shall be deemed to have consented to and be bound by the terms, conditions, and covenants of this Declaration and the Governing Documents.

4. **Townhouse Planned Unit Development**.

a. **Establishment**. Declarant hereby submits and subjects the Townhouse 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 Townhouse Planned Unit Development to be known as **Hamilton Church Manor Townhouses** pursuant to Tenn. Code Ann. § 66-27-103(b), and hereby declares that the Townhouse Property shall be held, sold and enjoyed subject to the easements, restrictions, covenants, and conditions of this Declaration, which are for the purpose of protecting the value and desirability of the Townhouse 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 Townhouse Property or any part thereof.

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.

5. **Common Area 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.

6. **Acceptance of Development**. Except for Declarant, the acceptance of a deed to any Lot within the SF Property or a Unit within the Townhouse Property, or any portion thereof, such purchaser shall be deemed to have accepted and approved the entire plans for the Development Property and all Improvements constructed thereon by that date including, without limitation, the utilities, drains, roads, landscaping, fences, entrance, decorative masonry, and all other infrastructure and improvements of **Hamilton Church Manor** and **Hamilton Church Manor Townhouses**. Declarant reserves all rights, warranties, claims or other causes of actions related to or arising out of the development and construction of the Development Property. With respect to the conveyance of any Lot or Unit by Declarant to a subsequent Owner, **all such Development Property and all Improvements constructed thereon shall be accepted by such Owner "AS IS" without any representation or warranty, express or implied, in fact or by law, with respect thereto, and without any representations or warranties regarding future repairs or regarding the condition, construction, accuracy, completeness, design, adequacy of the size or capacity in relation to the utilization, date of completion, or the future economic performance or operations of, or the materials which have been or will be used in such property or repairs**.

7. 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 Declarant or its affiliates or the Association or Townhouse Association from the provisions of this Declaration to the extent originally included in error or as a result of any changes of any nature whatsoever in the plans for Hamilton Church Manor community 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 for such removal, as evidenced by such Person's signature affixed to the Declaration amendment.

NOTICE

The restrictions and other matters set forth in this Declaration are subject to change from time to time. By owning or occupying a Lot or a Unit, you agree to remain in compliance with the provisions of this Declaration and Governing Documents, as they may change from time to time.

Article III
MEMBERSHIP AND VOTING RIGHTS

1. **Owners Association**. There has been or will be formed an Association having the name "**Hamilton Church Manor Owners Association, Inc.**", a Tennessee non-profit corporation, which shall be the governing body for all Owners and shall be operated to provide for the maintenance, repair, replacement, administration, operation, and care of the Development Property, as provided in this Declaration and the Governing Documents. The Articles of Incorporation for the Association are attached hereto as **Exhibit C-1**. There has also been formed a sub-association, the Townhouse Association, having the name "**Hamilton Church Manor Townhouse Owners Association, Inc.**," a Tennessee townhouse non-profit corporation. All of the Common Elements shall be owned by the Townhouse Association for the use and benefit of the Owners of the Units and their family members, invitees, agents, representatives, tenants, and licensees for such purposes incidental to the use of the Units. The Articles of Incorporation for the Townhouse Association are attached hereto as **Exhibit C-2**. The Association and Townhouse Association shall not be deemed to be conducting a business of any kind. All activities undertaken by the Association and Townhouse Association shall be for the sole benefit of Owners, and all funds received by the Association and Townhouse Association shall be held and applied by it for the use and benefit of the Owners in accordance with the provisions of this Declaration and Governing Documents.

2. **Board and Townhouse Board**. The affairs of the Association shall be managed by the Board, which shall consist of not less than five (5) Directors. The Board shall be elected and serve in accordance with the provisions of the By-Laws. The By-Laws for the Association shall be the By-Laws attached to this Declaration as **Exhibit D-1** and made a part hereof. The affairs of the Townhouse Association shall be managed by the Townhouse Board, which shall consist of not less than three (3) Directors, who shall be Unit Owners. The Board shall be elected and serve in accordance with the provisions of the Townhouse By-Laws. The By-Laws for the Townhouse Association shall be the By-Laws attached to this Declaration as **Exhibit D-2** and made a part hereof. The fiscal year of the Association and Townhouse Association shall be determined by the respective Boards, as may be changed from time to time by the Board or Townhouse Board, as applicable. Except as to matters set forth herein as requiring a Vote of the Owners, the Board and Townhouse Board shall have full authority to make all decisions and take any and all actions on behalf of their respective Association. During the Appointment Period, the Declarant shall determine the number of Directors to serve on the Board and Townhouse Board, and Declarant shall have the right to appoint all of such Directors to serve on the Board and Townhouse Board.

a. By resolution, the Board and the Townhouse Board may delegate portions of their authority to an executive committee or to other committees, tribunals, officers of the Association or Townhouse Association or to agents and employees thereof, but such delegation of authority shall not relieve the Board or the Townhouse Board of the ultimate responsibility for management of the affairs of the Association or Townhouse Association. Action by or on behalf of the Association or Townhouse Association may be taken by the respective Board or any duly authorized executive committee, officer, agent, or employee without a Vote of Owners, except as otherwise specifically provided in this Declaration.

b. The election of the Board by the Owners shall be those Persons receiving the highest number of Votes with each respective Lot or Unit Owner allowed one (1) Vote per Lot and/or Unit owned for as many candidates as are there are Directors being elected

at a meeting of the Owners for such purpose at which a quorum is present; provided, however, the Board shall consist of not less than sixty percent (60%) Unit Owners and not less than forty percent (40%) Lot Owners. For example, if the Board is comprised of five (5) Directors, then three (3) of the Directors must be Unit Owners and two (2) must be Lot Owners. Accordingly, Owners receiving the highest number of Votes satisfying the required minimums shall be Board members.

c. The election of the Townhouse Board by the Townhouse Owners shall be those Persons receiving the highest number of Votes with each respective Unit Owner allowed one (1) Vote per Unit owned for as many candidates as are there are Directors being elected at a meeting of the Owners for such purpose at which a quorum is present. Accordingly, the Unit Owners receiving the highest number of Votes shall be Townhouse Board members.

3. **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 Townhouse Association. Membership in the Association and, as applicable, Membership and co-ownership in the Townhouse Association shall be appurtenant to and may not be separated from ownership of a Lot or a Unit. An Owner's membership in the Association and membership and co-ownership in the Townhouse Association shall automatically terminate when such Person ceases to be an Owner. Upon the conveyance or transfer of an Owner's ownership interest to a new Owner, the new Owner shall succeed simultaneously to the former Owner's membership in the Association and, as applicable, membership and co-ownership in the Townhouse Association.

NOTICE

If you acquire a Lot or a Unit you automatically become a Member of the Association or Townhouse Association, respectively. Membership is Mandatory.

4. **Voting**. The voting rights of the Members shall be appurtenant to their ownership of a Lot or Unit. Each Member shall be entitled to cast a single vote for each Lot or Unit owned by such Member. When two or more Persons hold an interest (other than a leasehold or security interest) in a Lot or a Unit, all such Persons shall be Members; but the Vote attributable to such Lot or Unit shall be exercised by one of such Persons as proxy and nominee for all such Members, and in no event shall more than one (1) Member be entitled to cast the Vote attributable to such Lot or Unit. Furthermore, neither the Declarant nor any other Person dealing with the Development Property shall have any duty to inquire as to the authorization of the Member casting the Vote for a Lot or a Unit, but shall be entitled to rely upon the evidence of a Vote by such Person as conclusive evidence of such Member's authority to cast the Vote for such Lot or Unit.

5. **Effect of Delinquency**. Any Member, who is delinquent in the payment of any Assessment or other charge duly levied by the Association or Townhouse Association against a Lot or Unit owned by the Member, shall not be entitled to Vote until all such Assessments and charges, together with reasonable penalties, interest, and costs of collection, as the Board may impose or incur, have been paid to the Association or Townhouse Association. In addition, the Board may suspend the right of such Member to use the Common Areas or any other facilities or services that the Association may provide until such delinquency is cured. Further, the Townhouse Board may suspend the right of such delinquent Unit Owner to use certain Common Elements or any other facilities or services that the Townhouse Association may provide until

such delinquency is cured. The forgoing rights of the Board and Townhouse Board shall be in addition to all other rights set forth herein or available at law or in equity with respect to a failure to pay Assessments.

6. **Manner of Voting**. Except as specifically provided elsewhere herein, the Board and the Townhouse Board shall have the authority to regulate the procedural rules governing Votes by the Members, the acceptance of proxies from Members, the validity of voice votes, ballot votes, or other manners of Voting and any regulation of the solicitation of Votes or proxies.

7. **Non-Liability of Declarant, Board, and Officers**. To the extent permitted by law, neither the Declarant nor the Board or the Townhouse Board or officers of the Association or Townhouse Association shall be personally liable to Owners or the Association or Townhouse Association for any mistake of judgment or for any other acts or omissions of any nature whatsoever as such Declarant, Board member or officer, except for any acts or omissions found by a court to constitute gross negligence or actual fraud. Owners and Association or Townhouse Association shall indemnify, hold harmless, and defend Declarant, the Board and officers and their respective heirs, executors, administrators, successors, and assigns, as set forth herein.

8. **Binding Determination**. In the event of any dispute or disagreement between any Owners relating to the Development Property or the use, right to use, or maintenance of any Common Area or, as applicable, any Common Element or Private Element, or any other questions of interpretation or application of the provisions of this Declaration or the Governing Documents, the determination thereof by the Declarant during the Appointment Period and thereafter the Board shall be final and binding on each and all Owners.

Article IV
RIGHTS AND OBLIGATIONS OF THE ASSOCIATION AND TOWNHOUSE ASSOCIATION

1. **General Powers and Duties**. The Association and Townhouse Association have been or will be formed to further the common interests of the Owners. The Association and, as applicable, the Townhouse Association, acting through their respective Boards or through persons to whom the Board or the Townhouse Board have delegated any authorized powers of such Board(s), shall have the duties and powers hereinafter set forth and, in general, the powers to perform its duties described in this Declaration, and subject to any limitation set forth herein, the powers to do anything that may be necessary or desirable to further the common interests of the Owners, to maintain, improve, and enhance the attractiveness and desirability of the Development Property or reasonably implied from or reasonably necessary to effectuate any such right or privilege. Except as otherwise specifically provided in the Governing Documents, or by law, all rights and powers of the Association and Townhouse Association may be exercised by the Board or the Townhouse Board without a Vote of the membership.

2. **Assessments**. The Association and the Townhouse Association shall levy and collect Assessments and other duly levied charges as elsewhere provided in this Declaration.

3. **Taxes - Association**. The Association shall pay all real and personal property taxes and governmental assessments levied upon the Common Areas and such other portions of the Development Property, which is levied upon or assessed against the Association and/or the property owned by the Association. Nevertheless, the Association shall have the right to contest in good faith any such taxes or assessments; 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.

4. **Taxes – Townhouse Association**. The Townhouse Association shall pay all real and personal property taxes and governmental assessments levied upon the Townhouse Property which is levied upon or assessed against Townhouse Association and/or the property owned by the Townhouse Association. Nevertheless, the Townhouse Association shall have the right to contest in good faith any such taxes or assessments; 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.

a. **Separate Real Estate Taxes**. Townhouse 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 Townhouse Property as a whole, then each Owner shall pay his proportionate share thereof in accordance with his respective Townhouse Assessment liability as shown on **Exhibit E**.

b. **Separate Utility Charges**. Townhouse 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 Townhouse Property as a whole, then each Owner shall pay his proportionate share thereof in accordance with his respective Townhouse Assessment liability as shown on **Exhibit E**.

5. **Borrowed Money**. The Association and the Townhouse Association shall have the power to borrow money.

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

7. **Personal Property and Real Property for Common Use**. The Association and Townhouse Association, through action of their respective Boards, may acquire, hold, finance, pledge, encumber, and dispose of tangible and intangible personal property and real property. The Board or Townhouse Board, acting on behalf of the Association or Townhouse 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, together with the responsibility to perform any and all Administrative Functions associated therewith, provided that such property and Administrative Functions are not inconsistent with the provisions contained in this Declaration. Property interests transferred to the Association by Declarant may include fee simple title, easements, leasehold interests, and licenses for use. Any property or interest in property transferred to the Association by Declarant shall be unencumbered by any Mortgage.

8. **Property Acquisition and Improvement Construction**. Other than property received from Declarant, the Association or Townhouse Association may acquire property or

interests in property for the common benefits of Owners, including Improvements and personal property. The Association or Townhouse Association may construct Improvements on property and may repair, maintain, remodel, and demolish existing Improvements upon property.

9. **Development Property Use Regulation.** The Association and the Townhouse Association shall have the power to regulate the use of Development Property by Owners, their family members, guests, agent, servants, or invitees to further and enhance the overall rights of use and enjoyment of all Owners, including imposing reasonable limits on the times of use and numbers of Persons permitted to use Development Property.

10. **Public Use**. The Association and Townhouse Association, acting through the Board, shall have the right to allow members of the general public to use Development Property.

11. **Public Dedication**. The Association and Townhouse Association shall have the power to grant, convey, dedicate, or transfer any Development Property or facilities to any public or governmental agency or authority for public use.

12. **Common Area Reconveyance**. Upon written request of Declarant, the Association or Townhouse Association shall reconvey to Declarant any unimproved portions of the Development Property originally conveyed by Declarant to the Association or Townhouse Association for no consideration, to the extent conveyed in error or needed by Declarant to make adjustments in property lines or accommodate changes in the development plan.

15. **Rules and Regulations**. The Association and the Townhouse Association, acting through the Board, Townhouse Board, or other appointed committee, may from time to time adopt, amend, repeal, and enforce Rules and Regulations as may be deemed necessary or desirable with respect to the interpretation and implementation of this Declaration or any Supplemental Declaration, the operation of the Association and Townhouse Association, and the use and enjoyment of Development Property. Any such Rules and Regulations shall be uniformly applied, but the applicability of a particular rule to a particular situation shall be in the sole discretion of the Board and Townhouse Board, as may be applicable. Each Owner shall comply with such Rules and Regulations. In the event of any conflict between the Rules and Regulations and the provisions of this Declaration, the provisions of this Declaration shall prevail.

16. **Enforcement**. The Association and the Townhouse Association, acting through the Board, shall have the power to enforce the provisions of this Declaration, any Supplemental Declaration, and the Governing Documents and shall take such action as the Board deems necessary or desirable to cause such compliance by each Owner by any one or more of the following means: (a) by commencing and maintaining actions and suits to restrain and enjoin any breach or threatened breach of the provisions of this Declaration, any Supplemental Declaration or the Governing Documents, by mandatory injunction or otherwise; (b) by commencing and maintaining actions and suits to recover damages for breach of any of the provisions of this Declaration, any Supplemental Declaration, or the Governing Documents and for all expenses incurred in connection therewith, including reasonable attorney's fees; (c) by levying and collecting reasonable and uniformly applied fines and penalties established for breach of this Declaration, any Supplemental Declaration, or the Governing Documents; (d) by taking such action as reasonably necessary to bring a Lot or Unit and any Improvements thereon into compliance with this Declaration, any Supplemental Declaration, or the Governing Documents, the costs of which shall be at the Owner's sole expense; (e) by suspending the right to vote and/or the right to use and enjoy the recreational facilities; and (f) by exercising any remedy for nonpayment of Assessments as provided herein.

a. The Association shall have a lien on any Lot or Unit and any Improvement thereon to secure payment of the amounts described in this Paragraph, and such lien may be enforced in the same manner and with the same priority as that of a lien for Assessments as provided herein. The Association, by contract or other agreement, may enforce county and city ordinances, if applicable, and local governments may enforce their ordinances within the Development Property.

b. The Association or Townhouse Association, acting through the Board or Townhouse Board, as applicable, by contract or other agreement, shall have the right to enforce county ordinances or permit the governing jurisdiction in which the Development Property is located to enforce ordinances and local laws concerning the Development Property for the benefit of the Association, the Townhouse Association, and their respective Members.

17. **Implied Rights**. The Association or Townhouse 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; and

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

18. **No Waiver**. The Association and Townhouse Association shall not be obligated to take action to enforce any covenant, restriction or rule which the Board reasonably determines is, or is likely to be construed as, inconsistent with applicable law, or in any case in which the Board reasonably determines that the position is not strong enough to justify taking enforcement action. Any such determination shall not be construed as a waiver of the right to enforce such provision under other circumstances or estop the Association or the Townhouse Association from enforcing any other covenant, restriction or rule. The failure by the Declarant, the Board, or the Townhouse Board to enforce any covenant, restriction or Rule and Regulation provided in or by this Declaration, Supplemental Declaration or Governing Documents shall in no event be deemed a waiver of the right to do so thereafter.

19. **Safety and Security**. Each Owner and occupant of a Lot or Unit, and their respective guests and invitees, shall be responsible for their own personal safety and the security of their property within the Development Property. The Association or the Townhouse Association may, but shall not be obligated to, maintain or support certain activities within the Development Property designed to enhance the level of safety or security which each Person provides for himself or herself and his or her property. Neither the Association, Townhouse Association, Declarant nor their officers, agents, members or employees shall in any way be considered

insurers or guarantors of safety or security within the Development Property, nor shall any of the foregoing be held liable for any loss or damage by reason of failure to provide adequate security or ineffectiveness of security measures undertaken. The obligation to provide security lies with each Owner individually. **No representation or warranty is made that any security system or measures, including any mechanism or system for limiting access to the Development Property, cannot be compromised or circumvented, nor that any such systems or security measures undertaken will in all cases prevent loss or provide the detection or protection for which the system is designed or intended. Each Owner acknowledges, understands, and shall be responsible for informing its guests, invitees, tenants and all occupants of a Lot or Unit that the Association and Townhouse Association, their respective Boards and committees, and the Declarant are not insurers or guarantors of safety or security and that each Person within the Development Property assumes all risks of personal injury and loss or damage to property, including Lots, Units, Improvements thereon and the contents upon Lots or within Units, resulting from acts of third parties.**

20. **General Corporate Powers**. The Association and Townhouse Association shall have all of the ordinary powers and rights of a Tennessee nonprofit corporation, including without limitation, the power and right to enter into partnerships and other agreements, subject only to such limitations upon such powers as may be set forth in this Declaration or in the Articles of Incorporation for either Association or the By-Laws. The Association and the Townhouse Association shall also have the power to do any and all lawful things which may be authorized, required, or permitted to be done under this Declaration, under any Supplemental Declaration, or under the Governing Documents, and to do and perform any and all acts which may be necessary or desirable for or incidental to, the exercise of any of the express powers or rights of the Association and the Townhouse Association under this Declaration, under any Supplemental Declaration, or under the Governing Documents.

21. **Limitation on Liability**. The Association, the Townhouse Association, the Board, any other committee established by the Board, the Declarant, and any member of the Board or any committee, officer, agent, or employee of any of them (collectively the "Indemnitees") shall not be liable to any Person for any mistake of judgment, whether negligent or otherwise, or for any action or any failure to act under this Declaration, any Supplemental Declaration or the Governing Documents. In addition, the Board and the officers of the Association (and, if applicable, the Townhouse Association) shall have no personal liability with respect to any contract or other commitment made by them, on behalf of the Association and/or the Townhouse Association (except to the extent that such directors or officers may also be Owners) and the Association and/or the Townhouse Association, as an Administrative Function, shall indemnify, hold harmless and defend the Board and such officers from any and all expense, loss, or liability to others on account of any such contract or commitment. In addition, the Indemnitees shall be indemnified and held harmless by the Association and/or the Townhouse Association, as an Administrative Function, from any expense, loss, or liability to others by reason of having served in such capacity, against all expenses, losses, and liabilities, including court costs and reasonable attorney's fees incurred by or imposed upon such Person in connection with any proceeding to which he may be a party or may have become involved by reason of holding such position, whether or not he holds such position at the time such expenses are incurred, except in cases in which the expenses, losses, and liabilities arise from a proceeding in which such Person is adjudicated guilty of willful misfeasance, gross negligence, or bad faith in the performance of his duties and for which indemnification is prohibited by law under the Tennessee Not For Profit Corporation Act. In the event of a settlement of any such proceedings, the indemnification provided hereby shall apply only when the Board approves such settlement and reimbursement

as being in the best interests of the Association. Any right of indemnification provided in this Paragraph shall not be exclusive of any other rights to which an Indemnitee may be entitled

Article V
DEVELOPMENT PROPERTY MANAGEMENT AND CARE

1. The Association shall repair, replace, maintain and keep in good repair the Common Areas in perpetuity with such maintenance to be funded as provided herein, subject to any insurance then in effect. The Association may maintain property which it does not own, including, without limitation, property dedicated to the public, if the Board determines that such maintenance is necessary or desirable to maintain the Community-Wide Standard. The Association shall have a reasonable right of entry upon all of the Development Property and any portion thereof to make emergency repairs and to do other work reasonably necessary under this Declaration for the proper performance of its duties hereunder and the proper maintenance and operation of the Development Property. 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. The Association shall have the power to require that all Owners manage, operate, care for, maintain, and repair their respective property and Improvements thereon and to keep them in an attractive and desirable condition and to otherwise enforce the provisions of this Declaration against all Owners. 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 Common Assessment.

2. Except as otherwise provided herein, maintenance of repairs to and replacements of the Common Elements shall be the responsibility of and shall be furnished by the Townhouse Association, the cost of which shall be part of the Townhouse Assessment assessed to and paid by the Unit Owners benefitted thereby. In addition, the Townhouse 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 or Limited Common Elements appurtenant to that Unit, 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 Townhouse Association.

a. Notwithstanding the foregoing, if the need for exterior maintenance and repair by the Townhouse Association 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 ten (10) days from the date of notice thereof. Such Reimbursement 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 and an opportunity to perform, or cause to be performed, the corrective work required prior to a Reimbursement Assessment being levied against such Unit Owner.

b. For the sole purpose of performing the exterior maintenance upon each Unit, the duly authorized employees, contractors, sub-contractors, or agents of the Townhouse 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. In addition, the duly authorized employees, contractors, or agents of the Townhouse 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 Townhouse Association, acting through the Townhouse Board, such entrance is necessary to prevent damage to such Unit or surrounding Units or Common Elements by fire, criminal act, natural disaster, or other similar emergency. Moreover, if, during the course of performing the maintenance of a Unit or Private Elements, the Townhouse 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 Townhouse Association to properly complete its maintenance project, then the Townhouse 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.

3. **Managing Agent**. The Declarant during the Appointment Period and thereafter the Board and the Townhouse Board shall have the authority to engage the services of an agent ("Managing Agent") to undertake any of the management duties and Administrative Functions for the efficient operation of the Development Property, or any part thereof, to the extent deemed advisable by the Declarant during the Appointment Period and thereafter the Board and the Townhouse Board and to manage the affairs of the Association and Townhouse Association. The Managing Agent shall be required to have fidelity bond coverage on its employees handling Association and Townhouse Association funds, and the cost of such services shall be incurred by the Association and Townhouse Association.

4. **Employees, Agents, and Consultants**. The Association and Townhouse Association shall have the power to hire and discharge employees and agents and to retain and pay for accounting, legal, and other services as may be necessary or desirable in connection with performance of any duties or exercise of any powers of the Association and the Townhouse Association.

5. **Exclusive Landscaper**. The Declarant during the Appointment Period and thereafter the Board and the Townhouse Board shall have the authority to engage the services of one exclusive landscaping company ("Exclusive Landscaper") for all routine landscaping maintenance needs of the Development Property, such as lawn mowing, mulching, hedging and limb/leaf removal. The cost of such services shall be a Common Assessment incurred by the Association or a Townhouse Assessment incurred by the Townhouse Association, as applicable.

6. **Exclusive Waste Services Provider**. The Declarant during the Appointment Period and thereafter the Board and the Townhouse Board shall have the authority to engage the services of an "Exclusive Waste Services Provider" for garbage, recycling, and any other waste or debris collection and disposal. The cost of such services shall be a Common Assessment incurred by the Association or a Townhouse Assessment incurred by the Townhouse Association, as applicable.

Article VI
OWNER PROPERTY MANAGEMENT AND CARE

1. Each Owner of a Lot, his/her family, guest, invitees, or other Persons using or occupying his/her Lot and Improvements thereon shall maintain same in a manner consistent with the Community-Wide Standard and all applicable provisions of the Governing Documents, unless such maintenance responsibility is otherwise assumed by or assigned to the Association.

2. 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.

3. If the Board or Townhouse 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 Townhouse Association, as applicable, shall give the Owner written notice of the Owner's failure or refusal and of the Association or Townhouse Association's right to provide necessary maintenance, repair, or replacement at the Owner's cost and expense. Unless the Board or Townhouse 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 Townhouse Board determines that: (i) an emergency exists or (ii) that an Owner has not complied with the demand given by the Association or Townhouse Association, then the Association or Townhouse Association, as applicable, may perform such maintenance, repair, or replacement and assess all costs and expenses incurred by the Association or Townhouse Association against the Lot or Unit and the Owner thereof, 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 Townhouse 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 Townhouse Association to properly complete its maintenance project, then the Association or Townhouse Association may perform such work on behalf of the Owner and at Owner's expense without prior notice to the Owner. The Board or Townhouse 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 VII
INSURANCE

1. **Insurance**. The Board and the Townhouse Board shall have the authority to obtain such insurance as it deems reasonably desirable or necessary, in such amounts, from such sources and in such forms as it deems desirable. The Board and the Townhouse Board may (but shall not be required to) require of those performing any maintenance, repair, or other work on the Development Property for which the Association and the Townhouse Association are responsible, such liability or other insurance, including workmen's compensation, as it deems reasonably necessary or desirable given the nature, circumstances, and amount of the work to be performed.

2. **All Risk Insurance**. The Board, 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 Areas. 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.

3. **Liability Insurance**. The Board shall also obtain a public liability policy covering the Common Areas, 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 Dollar ($1,000,000) occurrence, a Two Million Dollar ($2,000,000) aggregate limit per policy. If reasonably available, a Two Million Dollar ($2,000,000) umbrella limit shall be purchased.

4. **Common Elements**. Notwithstanding any provision herein to the contrary, in addition to casualty insurance on the Common Areas, the Townhouse Association shall, as a common expense to each of the Unit Owners, obtain and continue in effect adequate blanket all-risk casualty insurance for the Common Elements (exclusive of the Units and Private Elements appurtenant thereto), if reasonably available, and if not reasonably available, fire and extended coverage, in such form as the Townhouse Board deems appropriate for one hundred percent (100%) of the replacement cost of the Townhouse Property Common Elements. Such insurance coverage shall be written in the name of the Townhouse Association, and the proceeds thereof shall be payable to the Townhouse Board, as the trustee for the Townhouse Association. 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 Townhouse Board among the parties suffering loss in proportion to each affected party's portion of the total cost of repair, or otherwise as the Townhouse 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 Townhouse 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 Townhouse Association's policy for which the Townhouse 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 Townhouse Association, then the Townhouse 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 Townhouse Association to the affected Owner.

5. **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 Unit 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 Townhouse 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 or Townhouse

Board, a Unit Owner shall deliver to the Board within five (5) days a copy of the Certificate of Insurance covering such Owner's Unit.

6. In addition to the other insurance requirements set forth herein, each Builder (other than the Declarant) shall carry liability insurance with coverage limits reasonably satisfactory to Declarant and the Townhouse Association for all damage or injury, including bodily injury, death and property damage, arising from the Builder's activities within the Development Property. Prior to conducting any such activities, each Builder shall deliver to Declarant and the Townhouse Association a certificate of insurance (i) evidencing that the aforementioned insurance coverage has been obtained and (ii) naming the Declarant and the Townhouse Association as Additional Insureds.

7. **Lots**. Each Lot 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 and Improvements thereon, meeting the same requirements as set forth above for insurance on the Common Areas. In addition, each Lot 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. In addition to the other insurance requirements set forth herein, each Builder (other than the Declarant) shall 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 Builder's activities within the Development Property. Prior to conducting any such activities, each Builder shall deliver to Declarant and the Townhouse Association a certificate of insurance (i) evidencing that the aforementioned insurance coverage has been obtained and (ii) naming the Declarant and the Townhouse Association as Additional Insureds.

8. **Worker's Compensation**. In addition to the other insurance required by this Section, the Board and Townhouse Board shall obtain 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 or Townhouse 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 or Townhouse Association of any cancellation or non-renewal.

9. **Coverage Sufficiency and Deductibles**. The Association and Townhouse Association shall periodically review the sufficiency of insurance coverage. All Association and Townhouse Association policies shall provide for a certificate of insurance to be furnished to the Association and Townhouse Association and, upon written request, to any Member. Insurance obtained by the Association and Townhouse Association may contain such deductible provisions as good business practice may dictate.

10. **Premiums**. The premiums for insurance procured by the Association pursuant to this Declaration for the benefit of all Owners shall be a Common Assessment. If any policy or coverage or portion thereof, benefits the Lot Owners to the exclusion of the Unit Owners, then the premium related thereto or portion thereof, in the Board sole but reasonable discretion shall only be assessed to the Lot Owners. Further, the premiums for insurance procured by the Townhouse

Board for the Townhouse Property pursuant to this Declaration and/or in connection with the Common Elements of the Townhouse Property shall be a Townhouse Assessment.

11. **Attorney-In-Fact**. Each Owner hereby irrevocably appoints the Association or, as applicable, the Townhouse Association as attorney-in-fact for the purpose of purchasing and maintaining insurance as required in this Section, including: (a) the collection and appropriate disposition of the proceeds thereof; (b) the negotiation of losses and execution of release of liability; (c) the execution of all documents; and (d) the performance of all other acts necessary to accomplish such purpose.

12. **General**. All insurance coverage obtained by the Board or the Townhouse Board shall be written in the name of the Association or Townhouse Association as trustee for the respective benefited parties, as further identified below. Such insurance shall be governed by the following provisions:

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 or the Townhouse Association and their Members and their Mortgagees, as their interests may appear.

c. Exclusive authority to adjust losses under policies obtained by the Association or the Townhouse Association shall be vested in that Association's Board; 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 Board or Townhouse Board hereunder be brought into contribution with insurance purchased by individual Owners, occupants, or their Mortgagees, and the insurance carried by the Association or the Townhouse Association shall be primary.

e. The Board and the Townhouse Board 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 or the Townhouse Association's Townhouse Board, their respective managers, 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 or Townhouse Association will be given at least thirty (30) days' prior written notice of any cancellation or non-renewal.

Article VIII
CASUALTY, DAMAGE AND RECONSTRUCTION

1. 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 Townhouse

Association, the Board of Directors or Townhouse 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.

2. Any damage or destruction to the Common Area shall be repaired or reconstructed unless the Members representing at least sixty-seven (67%) percent of the total vote of the Association and sixty-seven (67%) percent of the total vote of the Townhouse Association, shall decide within sixty (60) days after the casualty not to repair or reconstruct. Any damage or destruction to the Townhouse 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 Townhouse 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 or Townhouse 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) additional 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.

3. 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 Development Property shall be restored to its natural state and maintained by the Association in a neat and attractive condition consistent with the Community-Wide Standard.

4. Notwithstanding any provision in the Governing 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 shall, without the necessity of a Vote of the Members, levy a Special Assessment against all Owners on the same basis as provided for Common Assessments. Additional Assessments may be made in like manner at any time during or following the completion of any repair or reconstruction.

5. If, after a fire or other casualty causing damage to the Townhouse Property, the proceeds of the insurance are not sufficient to defray the estimated costs of reconstruction and repair, as determined by the Townhouse 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 Townhouse Association to be used as directed by the Townhouse 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 Townhouse Board. To the extent insurance proceeds are available, the

Townhouse Association may reconstruct or repair Owner improvements damaged as a result of fire or other casualty.

6. 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 Townhouse 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 Townhouse 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).

7. The net proceeds of the insurance collected on account of a casualty and the funds collected by the Association or Townhouse 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 Townhouse 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 Townhouse Board, as applicable.

8. In the event of damage or destruction to any Improvement located on a Lot, the respective Owner thereof agrees as follows:

a. In the event of total destruction, the Owner shall promptly clear the Lot of debris and leave same in a neat and orderly condition. To the extent the Owner desires to reconstruct the Improvement, any such reconstruction shall be accomplished in conformity with the Plans and specifications of the original structure so destroyed, subject to any changes or modifications as approved by the Improvement Review Committee.

b. In the case of partial damage or destruction, the Owner shall promptly clear the Lot of debris and cause the damage or destruction to be repaired and restored in a first class condition in accordance with the Plans and specifications of the original structure. Any change or alteration must be approved by the Improvement Review Committee. In no event, shall any damaged structure be left unrepaired and unrestored in excess of ninety (90) days.

c. If the correction of a maintenance or repair problem incurred on one Lot necessitates construction work or access on another Lot, the Owner shall have an easement on the property of the other Owner for the purpose of this construction. The Lot Owner performing said construction or repairs shall be responsible for the cost of restoration on any such Lot necessitated by the use of the easement thereon.

9. Each Owner and any tenant, occupant, family member, guest, agent, servant, or invitee thereof shall be liable to the Association and the Townhouse Association for any damage to the Development Property or for any expense or liability incurred by the Association or Townhouse Association, to the extent not covered by insurance, which may be sustained by

reason of the negligence or willful misconduct of such Owner or tenant, occupant, family member, guest, agent, servant, or invitee of such Owner and for any violation by such Owner or tenant, occupant, family member, guest, agent, servant, or invitee of this Declaration, any Supplemental Declaration, or the Governing Documents. The Board shall have the power, as elsewhere provided herein to levy and collect Reimbursement Assessments against a Unit Owner to cover the costs and expenses incurred by the Association or the Townhouse Association on account of any such damage or any such violation of this Declaration or the Governing Documents, or for any increased insurance premiums directly attributable to any such damage or any such violation.

10. In the event of the dissolution of the Association or the Townhouse Association, the Development Property shall, to the extent reasonably possible, be conveyed or transferred to an appropriate public or governmental agency or agencies, or to a non-profit corporation, association, trust, or other organization, to be used, in any such event, for the common benefit of Owners for purposes similar to those for which the Development Property was held by the Association or the Townhouse Association. To the extent the foregoing is not possible, the Development Property and the proceeds from the sale or disposition shall be distributed equally to the Owners.

Article IX
EASEMENTS

1. **Easements**. The Association shall have the power to grant permits and licenses, as well as easements for access, utilities, drainage, water facilities, and other matters, in, on, over, across, or under Development Property and any Common Areas, as may be reasonably necessary or useful for the proper maintenance of the Development Property or otherwise benefit the Association and the Townhouse Association.

2. **Public and Private Utilities**. 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 Townhouse Association, and the designees or grantees of each (which may include, without limitation, Nashville, Davidson County, 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, Lots, Common Elements, Limited Common Elements, Private Elements, and the Lots and Units, 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 Board or Townhouse Board, as applicable, or as provided by Declarant during the Appointment Period. 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. Should any entity furnishing a service covered by the general easements herein provided request a specific easement by separate recordable document, the Board or Townhouse Board, as applicable, 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.

3. **Federal, State, Local Entity and Service Providers**. An easement is hereby established for the benefit of any applicable federal, state, or local entity and utility service providers over all portions of the Development Property for the setting, removing, and reading of water or gas meters; for maintaining and replacing water, sewage, and drainage facilities; for police protection, fire-fighting, and garbage collection, cable/satellite television installation and repair; and rendering of such other services as are appropriate and necessary for the use and enjoyment of the Development Property.

4. **Declarant / Builder**. 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. 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 Development Property, including any Lot or Private Element, at reasonable places, for the purpose of completing Declarant's intended development of the SF Property and the Townhouse Property, 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 Townhouse 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. **Land Owner** and/or Declarant, as either may be so authorized, hereby grants and conveys to any Builder an easement for ingress and egress generally across the SF Property and the Townhouse Property reasonably required to allow completion, repair, and maintenance of any and all utility areas or Improvements upon any Unit Pads or Lots owned by a Builder. In addition, **Land Owner** and/or Declarant, as either may be so authorized, hereby grants and conveys to any Builder a temporary construction easement, five feet (5') 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 Lot or Unit. As evidenced by the use of the Builder Construction Easement, each Builder agrees to indemnify, defend, and hold harmless the Declarant, the Townhouse 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.

5. **Construction and Sale Easement**. Notwithstanding any provision contained in this Declaration or the Governing Documents, until the termination of the Appointment Period and thereafter so long as Declarant owns any property in the Development Property for development or sale, Declarant reserves an easement across the Development Property for Declarant and any builder or developer approved by Declarant to maintain and carry on development activities, upon such portion of the Development Property as Declarant may deem desirable or necessary. This reserved easement shall include an easement for such facilities and activities which, in the sole opinion of Declarant, may be required, convenient or incidental to the development, construction and sales activities related to property within or near the Development Property. This easement shall include, without limitation: (i) the right of access, ingress and egress for vehicular and pedestrian traffic and construction activities over, under, or in any portion of the Development Property as well as any Lot or Unit therein; (ii) the right to tie into any portion of the Development Property with driveways, parking areas and walkways; (iii); the right to tie into or otherwise connect

and use (without a tap-on or any other fee for so doing), replace, relocate, maintain, and repair any device which provides utility or similar services; (iv) the right (but not the obligation) to construct recreational facilities on Common Area; (v) the right to carry on sales and promotional activities in the Development Property; (vi) the right to place direction and marketing signs on any portion of the Development Property, including any Lot or Unit or Common Area; (vii) the right to construct and operate business offices, signs, construction trailers, model residences, and sales offices incidental to the construction, development and sales activities; and (viii) Declarant may use residences, offices, or other building owned or leased by Declarant or such builder or developer as model residences and sales offices, and may also use recreational facilities available for use by the Development Property as a sales office or for marketing purposes without charge. Rights exercised pursuant to such reserved easement shall be exercised with a minimum of interference to the quiet enjoyment of affected property, and reasonable steps shall be taken to protect such property from damage. Any damage shall be repaired by the Person causing the damage at its sole expense.

6. **Association and Townhouse Association**. There is hereby reserved unto the Association, the Townhouse Association, the Board, Managing Agent, or their respective agents or employees a blanket, perpetual, and non-exclusive easement of unobstructed ingress and egress in, upon, over, across, and through the Common Areas and, as applicable, the Common Elements for the purpose of maintaining, repairing, and replacing the Common Areas and, as applicable, the Common Elements, or any equipment, facilities, or fixtures affecting or servicing same as well as to remedy any violations of the provisions of this Declaration or any Governing Documents; provided that requests for entry upon any Lot or Unit and its Private Elements are made in advance and that any such entry is at a time reasonably convenient to the Owner. In the case of an emergency or the Owner's uncooperative or untimely response to such request, the right of entry shall be immediate, whether the Owner is present at the time or not.

7. **Declarant Inspect and Right to Correct**. Declarant reserves for itself and others it may designate the right to inspect, monitor, test, redesign and correct any structure, improvement, or condition which may exist on any portion of the Development Property, including Units, and a perpetual, nonexclusive easement of access throughout the Development Property to the extent reasonably necessary to exercise such right. Except in an emergency, entry onto a Unit shall be only after reasonable notice to the Owner and no entry into a dwelling shall be permitted without the consent of the Owner. The Person exercising this easement shall promptly repair, at such Person's own expense, any damage resulting from such exercise.

8. **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 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.

9. **Fence Easement**. Declarant during the Appointment Period and thereafter the Board reserves an easement across any Lot or Private Element which borders upon or contains a portion of any pond, lake, dam, water facility, detention pond or retention pond for the purpose of access to such facility or pond, and for the purpose of erecting any fence which is either

required by the subdivision development and construction plans or governmental regulation, rule, ordinance or plan approval requirement.

Article X
CONDEMNATION

1. **Common Areas**. If any Common Areas or interests therein are taken under exercise of the power of eminent domain or by purchase under threat thereof, the award in condemnation or the price payable shall be paid to the Association, except to the extent payable to any other Person with an interest in such property. The Association, by and through the Board, shall have the exclusive right to participate in such condemnation proceedings as they pertain to the Common Areas and to represent the interests of all Owners in such proceedings. Each Owner hereby irrevocably appoints the Association and any such duly appointed trustee as such Owner's attorney-in-fact for such purposes. All condemnation compensation, damages, or other proceeds received by the Association shall be held by the Association as determined by the Board, as a reserve for future maintenance, repair, reconstruction, or replacement of Development Property, or may be used for improvements or additions to, or operation of, Development Property; provided, however, if an allocation of such condemnation compensation damages or other proceeds is already established in negotiation, judicial decree, or otherwise, then in allocating such condemnation compensation, damages, or other proceeds the Association shall employ such allocation.

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

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 Townhouse Assessment related thereto shall be automatically reallocated to the remaining number of Units.

Article XI
ASSESSMENTS

1. **Covenant to Pay and Commencement**. Each Owner, by acceptance of a deed to his Lot or Unit, whether or not it shall be so expressed in such deed, is thereby deemed to covenant and agree to pay to the Association and, as applicable, the Townhouse Association: (a)

Common Assessments, (b) Special Assessments, (c) Townhouse Assessments, (d) Reimbursement Assessments, and (e) fines or charges which may be imposed against such Lot or Unit in accordance with the provisions of this Declaration. An Owner's obligation to pay Assessments and any other duly levied charge shall commence on the first day of the first month following the transfer or conveyance of an in improved Lot or Unit for which a certificate of occupancy for residential use has been issued. The Assessments for the then current Assessment Year shall be prorated on the basis of the number of months remaining in such Assessment Year.

2. **Common Assessment**. The Board shall have the power and authority to levy a "Common Assessment" to fund the annual or other periodic costs of operating the Association, including expenses incurred in connection with any Administrative Function and other expenses duly incurred by or on behalf of the Association which are to be paid by each Owner to the Association. Expenses which may be duly incurred on behalf of the Association in connection with the performance of Administrative Functions include, without limitation, the following:

a. Expenses of maintenance, operation, repair, replacement, and security of the Common Area, including, without limitation, costs of labor, equipment, and materials incurred in connection therewith.

b. Utility charges for utilities serving the Common Areas and for the lighting of streets throughout the Common Areas, as well as charges for other common services for the Development Property.

c. Expenses related to sprinkler systems, supplemental trash disposal, recycling collection, seasonal decorative lighting, and other seasonal landscaping.

d. Principal, interest, and other charges payable with respect to: *(i)* loans to the Association to provide funds to perform any Administrative Function or to pay any other obligation of the Association, including, without limitation, loans financing the construction of Improvements for the Development Property and *(ii)* loans from Declarant made to the Association to fund Association expenses prior to the time when Common Assessments payable by Owners other than Declarant are sufficient to fund the normal operating expenses of the Association.

e. Other expenses as may be determined from time to time by the Board to be incurred necessarily or appropriately for the performance of Administrative Functions, including, without limitation, taxes, insurance premiums, utility charges, and government charges not separately assessed against Lots.

f. The establishment and maintenance of a reasonable reserve fund or funds for *(i)* maintenance, repair, and replacement of those portions of the Development Property and Improvements thereon that are the responsibility of the Association and that must be maintained, repaired, or replaced on a periodic basis; and *(ii)* to cover unforeseen operating contingencies or deficiencies arising from unpaid Assessments or liens, as well as from emergency expenditures and other matters, all as may be authorized from time to time by the Board.

3. **Common Assessment Calculation**. Prior to commencement of each Assessment Year, the Board shall fix the amount of the Common Assessment by preparing a Budget for the Administrative Functions to be provided by the Association in the coming

Assessment Year. The proposed Budget is to show the categories of expenses and the anticipated amounts of expenses for which Common Assessments are determined by the Board to be necessary or desirable, and shall reflect any expected income and estimated sources and amounts thereof of the Association for such Assessment Year, as well as any expected surplus from the prior Assessment Year. At the office of the Association or its agent, copies of the proposed Budget and the Budget for the current Assessment Year will be made available by the Association to any Person requesting a copy thereof upon payment of the reasonable expense of copying same. The Board shall allocate the Common Assessment equally among the Lots and the Units.

4. **Assessment Notice**. Notice of any Assessment set forth herein shall be sent by prepaid U.S. Mail, FedEx, UPS, or other reputable private carrier, facsimile transmission, or electronic transmission at the address or other contact information provided to the Board by the Owner for notices provided herein or in the event no separate address or other contact information has been provided, then by prepaid U.S. Mail or hand delivery to the Owner's Lot or Unit. Such notice shall state the type of Assessment being levied, the amount to be paid, payment frequency (annual, quarterly, monthly, or as otherwise set by the Board), and the payment due date(s), as well as any other required information. Notices will be given to Owners in a reasonable period of time prior to the payment or first installment due date.

5. **Delinquent Payment**. All Assessments or other duly levied charge or fine under this Declaration shall be due and payable on date set forth in the notice related thereto. Any Assessment or any portion thereof not paid when due shall be deemed delinquent. Any Assessment delinquent for a period of more than ten (10) days shall incur a late charge in an amount as may be determined by the Board from time to time and shall bear interest from the date due at ten percent (10%) per annum until paid, but in no event shall the interest charged be in excess of the Delinquency Interest Rate.

6. **Failure to Establish Common Assessments**. The failure by the Board to levy Common Assessments for any Assessment Year shall not be deemed a waiver or modification of any of the provisions of this Declaration or a release of liability of any Owner to pay Common Assessments, or any installment thereof, for that or any subsequent Assessment Year. In the event of such failure, the amount of the Common Assessment for that Assessment Year shall be, until subsequently modified by the Board, the same as for the most recent year for which Common Assessments shall have been levied.

7. **Exempt Property**. Development Property or any portion thereof that is dedicated to and accepted by a local public authority, that is granted to or used by a utility company, or is designated as part of the Common Areas or Common Elements shall be exempt from Assessments.

8. **Working Capital Fund Assessment**. Each Owner of a Lot shall pay a "Working Capital Fund Assessment" in such amount as set by the Board at the closing of the sale of a dwelling upon each Lot. The Working Capital Fund Assessment shall not apply to the conveyance of a Lot to a Builder, but will apply to the first sale of a completed dwelling upon a Lot and to every subsequent sale of such Lot. The Working Capital Fund Assessment shall not be considered as advance payment of any Assessment or other duly levied charge. The amount of the Working Capital Fund Assessment may be increased in the discretion of the Board. The Working Capital Fund Assessment shall be held and disbursed for the following purposes in the order of priority:

a. To fund costs of maintenance of the Common Areas and the Administrative Functions of the Association that cannot be funded by Assessments.

b. To assure that the Association will have cash available to meet unforeseen expenditures or to acquire additional equipment or services deemed necessary or desirable by the Board.

9. **Transfer Fees**. In conjunction with the acquisition of record title to a Lot or Unit by the purchaser thereof, other than by the Declarant or a 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 Townhouse Association, as applicable, to cover certain administrative costs related to establishing the new Owner's account with the Association or Townhouse Association.

10. **Special Assessments**. The Board may levy one or more Assessments to be known as "Special Assessments" for the purpose of raising funds, not provided by Common Assessments to: (a) construct or reconstruct, repair, remodel, replace, or maintain Improvements upon Development Property, including necessary personal property related thereto, and to pay ad valorem taxes and insurance on Development Property; (b) add to the Development Property; (c) provide for necessary facilities and equipment to offer the services authorized in this Declaration; (d) repay any loan made to the Association or the Townhouse Association to enable it to perform any duty or function authorized in this Declaration; or (e) pay for any other cost or expense as determined by the Board. The amount of Special Assessment to be paid by each Owner shall be calculated in the same manner as Common Assessments and may be made payable in installments over a period that may extend beyond the Assessment Year in which the resolution was adopted. In addition to the other information required to be set forth in Assessment notices, a Special Assessment notice shall state the purpose of the Special Assessment.

11. **Townhouse Assessments**. The Board shall have the power and authority to levy a "Townhouse Assessment" to fund the annual or other periodic costs of operating the Townhouse Association attributable exclusively to the Units and the Townhouse Planned Unit Development, which are to be paid by each Unit Owner of the Townhouse Association. The Board shall fix the amount of the Townhouse Assessment by preparing a Townhouse Budget for the Administrative Functions to be provided by the Townhouse Association in the coming Assessment Year. The proposed Townhouse Budget is to show, in reasonable detail, the categories of expenses and the anticipated amounts of expenses for which Townhouse Assessments are determined by the Board to be necessary or desirable, and shall reflect any expected income and estimated sources and amounts thereof of the Townhouse Association for such Assessment Year as well as any expected surplus from the prior Assessment Year. At the office of the Association or its agent, copies of the proposed Townhouse Budget and the Townhouse Budget for the current Assessment Year will be made available by the Townhouse Association to any Person requesting a copy thereof upon payment of the reasonable expense of copying same. The Board shall allocate the Townhouse Assessment equally among the Units.

12. **Reimbursement Assessment**. Subject to the provisions hereof, the Board may levy an Assessment, known as a "Reimbursement Assessment" against any Owner(s) to reimburse the Association or the Townhouse Association for any loss sustained by reason of the willful or negligent failure of such Owner(s) to comply with this Declaration, any Supplemental Declaration the Governing Documents, which resulted in the expenditure of funds by the Association or the Townhouse Association to remedy a problem or to cause such compliance. In addition to the other information required to be set forth in Assessment notices, a Reimbursement Assessment notice shall state the reason(s) therefor.

13. **Declarant Responsibility**. Until the termination of the Appointment Period, the Declarant shall not be liable for payment of assessments on its unsold Lots or Units. However, Declarant may, but shall not be obligated to, elect to contribute to the Association or the Townhouse Association the difference between the amount of Assessments levied on all other Lots or Units subject to assessment and the amount of the Association's or the Townhouse Association's actual expenditures during the fiscal year (a "Subsidy"). Any Subsidy may be treated, in Declarant's discretion, as either: (a) voluntary contribution; (b) an advance against future Assessments (if any); or (c) a loan by Declarant to the Association or the Townhouse Association. A Subsidy may be evidenced by one or more promissory notes from the Association or the Townhouse Association in favor of Declarant or Declarant may cause the Association or the Townhouse Association to borrow such amount from a commercial lending institution at the then prevailing rates for such a loan in the local area of the Development Property. Any Subsidy shall be disclosed as a line item in the Budget or the Townhouse Budget. The payment of a Subsidy in any year shall under no circumstances obligate Declarant to continue payment of such Subsidy in future years. In the event Declarant expends any of its own funds for Administrative Functions, Declarant shall be entitled to reimbursement from the Association or the Townhouse Association or a credit for such sums against any Assessment that Declarant might be required to pay by virtue of being an Owner. Declarant will not be obligated to pay any operating fund deficiencies that are due to non-payment of Assessments by Owners other than Declarant, and nothing contained in this Paragraph shall be deemed to relieve or release any Owner from the obligation of that Owner to pay Assessments. The decision of Declarant to fund any deficit provided for herein may be satisfied in the form of a cash substitute or by "in kind" contribution of materials and substances or a combination thereof. All "in kind" contributions of services and materials shall be valued at the reasonable market value of such service or materials.

14. **Enforcement: Liens and Personal Obligation**. For and in consideration of the privileges, protections, mutual enjoyment and use of the Common Areas, the Common Elements and the Limited Common Elements and the assumption of the obligations of Owners set forth in this Declaration, the receipt of which is hereby acknowledged, and to secure the payment of Assessments, fines, interest, late charges, attorneys' fees and any other cost of collection as provided herein (collectively, the "Secured Charges"), a lien (an "Assessment Lien"), subject to any limitations of Tennessee law, is expressly retained in favor of the Association or Townhouse Association, as applicable, on each and every Owner's Lot or Unit and interests appurtenant thereto.

a. 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 (collectively, "Trustors" and individually as "Trustor") upon the conveyance of such Lot or Unit to such Trustor, hereby transfer and convey unto **T. Chad White, Trustee**, his successors and assigns, their respective Lot(s) or Unit(s) with the appurtenances, estates, titles and interests thereto belonging, upon the uses and trusts set forth in this Section.

b. 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 for liens of ad valorem taxes, a lien for all sums unpaid under a first Mortgage or on a secondary purchase money Mortgage) 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 Governing Documents; and (iv) to pay upon demand of Trustee or the Association or Townhouse 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 Townhouse Association, to enforce any provision of this Declaration and Governing Documents of the Association or Townhouse Association. If any Trustor fails to do any of these things, then Trustee or the Association or Townhouse 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.

c. 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 Townhouse Association, as applicable, may bid at any sale under this trust conveyance. The Association or Townhouse 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. It is further agreed that, in the event the Association or Townhouse 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:

i. 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;

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

iii. Third, to the payment of all unpaid Secured Charges with respect to such Lot or Unit; and

iv. Fourth, the residue, if any, will be paid to the Owner of such Lot or Unit, its order, representatives or assigns.

d. The Association or Townhouse Association, acting on behalf of the Owners, shall have the power to bid for the Lot or Unit at the 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 Townhouse 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 Townhouse Association as a result of foreclosure.

e. Any sale or transfer described herein shall not relieve such Lot or Unit from liability for any Assessments accruing after such sale or transfer.

f. Suit to recover a money judgment for unpaid Secured Charges shall be maintainable without foreclosing or waiving the lien securing the same.

g. In the case of the death, absence, inability, or refusal to act of the Trustee, or if the Board or Townhouse 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 Townhouse 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.

h. The Secured Charges shall also be the personal obligation of the Person who was the Owner at the time the Assessment, fine, or other duly levied charge became due. Such personal obligation shall not pass to successors in title unless expressly assumed by them.

15. **Priority of Assessment Lien**. The Assessment Lien shall be superior to all other liens and encumbrances on such Lot or Unit except for: (a) liens of ad valorem taxes; and (b) a lien for all sums unpaid on a first Mortgage, on any secondary purchase money Mortgage, or on any Mortgage to Declarant, and all amounts advanced pursuant to any such Mortgage and secured thereby in accordance with the terms of such instrument; provided, however, that the subordination of the Assessment Lien to the foregoing Mortgages shall apply only to Assessments that shall have become due and payable prior to a sale or transfer of such Lot pursuant to a foreclosure. Further, notwithstanding the foregoing, any Mortgage held by a party related to, affiliated with, or controlled by the Owner of the Lot or Unit on which such Mortgage exists shall not be entitled to such priority unless such Mortgagee obtains the written agreement of the Association or the Townhouse Association that it will be entitled to such priority before making such Mortgage. All Persons acquiring other liens or encumbrances on any Lot or Unit after the recording of this Declaration shall be deemed to consent that such liens or encumbrances shall be inferior to such future equitable charges and liens for Assessments as provided herein, whether or not such prior consent shall be specifically set forth in the instruments creating such liens or encumbrances.

16. **No Offsets**. All Assessments shall be payable in the amounts specified in the notice related thereto, and no offsets or reductions thereof shall be permitted for any reason, including, without limitation, any claim of non-use of Development Property or Improvements thereon or any claim that the Association, Townhouse Association, Board, Townhouse Board, or any committee of the Board or Townhouse Board is not properly exercising its duties and powers under this Declaration.

17. **Estoppel Certificate**. Upon the payment of such reasonable fee as may be determined from time to time by the Board or Townhouse Board, not to exceed $75.00 and upon the written request of any Owner or any Mortgagee or Person intending to acquire any right, title,

or interest in the Lot or Unit of such Owner, the Association or the Townhouse Association shall furnish a written statement setting forth the amount of any Assessments or other amounts, if any, due and owing to the Association or the Townhouse Association and then unpaid with respect to such Lot or Unit and/or the Owner thereof, as well as the amount of any Assessment levied against such Lot or Unit, which is not yet due and payable. Such statement shall, with respect to the Person to whom it is issued, be conclusive against the Association or the Townhouse Association to establish that no greater or other amounts were then due or accrued and unpaid and that no other Assessments were then levied and unpaid against such Lot or Unit.

18. **Records of Assessments**. The Association and Townhouse Association shall cause to be maintained in the office of the Association and the Townhouse Association or their Managing Agent a record of all Owners, their Lot(s) and/or Unit(s) and the Assessments, fines, and/or other duly levied charges applicable thereto that shall be open to inspection by any Owner.

Article XII
IMPROVEMENTS AND ARCHITECTURAL STANDARDS

1. **General**. No structure shall be placed, erected or installed upon any Lot or any Unit Pad, Unit or its Private Elements, and no Improvements (including staking, clearing, other site work, exterior alteration of existing improvements, painting or modifying fences, and planting or removal of landscaping materials) shall take place except in compliance with this Article and approval by the appropriate entity. Notwithstanding this, the Board may, by resolution, exempt certain activities from the application and approval requirements of this Article provided such activities are undertaken in strict compliance with the requirements of such resolution. Any Owner may remodel, paint, or redecorate the interior of structures on his Lot or Unit without approval. However, modifications to the interior of screened porches, patios, and similar portions of a Unit or upon a Lot visible from outside the structures on the Lot or Unit shall be subject to approval. No approval shall be required to repaint the exterior of a structure in accordance with the originally approved color scheme or to rebuild in accordance with originally approved plans and specifications. This Article shall not apply to the activities of Declarant, the Association or the Townhouse Association.

2. **Designation of Committee**. The Association and Townhouse Association may have an Improvement Review Committee ("IRC"), which shall consist of no more than five (5) members. During the Appointment Period, the Declarant shall appoint the members of the IRC, who shall be subject to removal at any time by Declarant. Declarant in its sole discretion, may alone constitute the IRC and until the IRC is so appointed, all references herein to the IRC shall mean the Declarant. After the termination of the Appointment Period, the members of the IRC shall be appointed and shall be subject to removal at any time by the Board. After the termination of the Appointment Period, the Board alone may constitute the IRC and until the IRC is so appointed, all references herein to the IRC following the termination of the Appointment Period shall mean the Board. The IRC shall designate an individual as its secretary, and all communications with the IRC shall be conducted through the secretary.

3. **Function of IRC**. No Improvement shall be erected, constructed, placed, maintained, or permitted to remain on any portion of the Development Property until the Plans and specifications therefor showing the nature, kind, shape, height, materials, color, location, and any other information required by the IRC have been submitted to and approved in writing by the IRC. The IRC shall determine in its sole discretion whether or not the proposed Improvement, and all features thereof, is consistent with the overall development scheme for **Hamilton Church Manor** and/or **Hamilton Church Manor Townhouses** and otherwise compatible with other

Improvements constructed within the Development Property and consistent with the Community-Wide Standard. The IRC shall be the sole judge and arbiter of such consistency and compatibility. As a prerequisite to consideration for such approval, and prior to commencement of proposed work, the Owner, Builder, or any agent thereof shall make the necessary submissions as required by the IRC, together with the applicable fee(s), if any, to be charged by the IRC to defray its costs incurred in considering and acting upon any proposed Plans that may require changes for approval, including costs incurred in relation to an architect's review of the proposed Plans, if necessary. The IRC may refuse approval of any Plans that in its sole judgment are inconsistent with the overall purpose and aesthetic values of the Development Property or the architectural standards described herein and in the Design Guidelines, if any. The IRC shall be the sole arbiter of submitted Plans and may withhold its approval for any reason, including purely aesthetic reasons. The IRC has the authority to waive the requirements set forth in this Article or any portion thereof, as well as to pre-approve Plans and specifications for Builders constructing Improvements upon multiple Lots or Units.

4. **Design Guidelines**. The IRC may, in its discretion, promulgate Design Guidelines specifying acceptable architectural styles, permissible materials, and acceptable locations for the construction of all Improvements within the Development Property. All Plans for Improvements must be consistent with such Design Guidelines, which may be amended from time to time by the Declarant during the Appointment Period and thereafter the Board or Townhouse Board. Copies of the current Design Guidelines, if any, may be purchased at a reasonable cost.

5. **Submission of Plans**. Any Owner, Builder, or any agent thereof desiring to construct an Improvement upon any Lot, Unit Pad, or Unit shall first have detailed Plans prepared for such Improvement, which shall be prepared by a licensed architect or approved home designer acceptable to the IRC. The scaled Plans to be submitted for IRC review shall include at a minimum the following: (a) plot plan, survey or copy of the recorded plat showing the dimensions of the Lot or Site, the proposed location of all Improvements to be placed upon the Lot, including but not limited to any detached structures such as sheds, garages, swimming pools, pool houses, guest houses, walls and/or fences; and the relationship of all such Improvements to the front, rear, and side property lines; (b) elevation drawings of the front, sides, and rear of any new structure included within the Improvements, together with all exterior color selections / schemes and building materials to be used; (c) a landscaping plan, including all driveways, sidewalks, and terraces; and (d) such other information as may be necessary or otherwise requested by the IRC.

6. **Approval of Plans**. The IRC will certify its approval or disapproval of the Plans within thirty (30) days of the IRC's acknowledged receipt of the Plans, specifications, review fee, and/or other requested information and/or materials. In its sole and uncontrolled discretion, the IRC may grant or withhold its approval of the Plans. By the purchase of property within the Development Property, every Owner shall be conclusively presumed to have consented to the exercise of discretion by the IRC. The IRC's approval of Plans for any Improvement shall be effective for a period of six (6) months only; and if construction of the proposed Improvements shall not have commenced within that time period, the approval shall no longer be valid. In the event written approval is not received within thirty (30) days after the Plans, specifications, review fee, and all requested additional information have been submitted and acknowledged as received by the IRC, then the request for approval shall be deemed DENIED.

7. **Variance**. The IRC 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. 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 IRC 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.

8. **No Waiver of Future Approvals**. The approval of the IRC 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.

9. **Approval of Contractors**. In order to minimize confusion and the complications which may result from the construction of a number of Improvements upon different Lots, Unit Pads or Units within the Development Property at the same time and in order to insure performance of high quality of construction, no construction shall be commenced upon any , Unit Pad or Unit until the Declarant during the Appointment Period and thereafter the Board or Townhouse Board has given written approval of the Owner's contractor(s); provided, however, no liability shall accrue to the Declarant or the Board or Townhouse Board on account of such approval. Such contractors shall be licensed under the laws of the State of Tennessee and shall be sufficiently insured for the construction to be undertaken by such contractor.

10. **Construction Compliance**. If the IRC approves Improvement Plans, the Owner shall make a construction compliance security deposit or post a bond, letter of credit, or other acceptable collateral in such amount in the sole discretion of the IRC ("Construction Deposit") in order to insure compliance with the Plans by the Owner, his representatives and/or agents. Upon Owner's completion of construction, including the removal of all trash and debris, Owner shall notify the Board of same so that the completed construction and clean-up may be inspected, confirmed, and approved. Once the completed construction and clean-up have been inspected and approved, the Construction Deposit shall be refunded or released to the Owner; provided, however, the Board or Townhouse Board shall be entitled to deduct from the Construction Deposit any costs incurred by the Declarant, the Association or the Townhouse Association to repair any damage to Common Areas, Common Elements or other Improvements within the Development Property and otherwise to maintain same in a clean and orderly fashion free of mud, dirt, or other debris. Further, the Board or Townhouse Board shall be entitled to deduct from the Construction Deposit the full amount of any fine assessed against the Owner by the Board or Townhouse Board for non-compliance with the approved Plans and/or covenants set forth herein.

11. **Construction of Improvements**. Once the IRC approves the Plans and the Owner has made the Construction Deposit, the Owner, Builder, or any agent thereof shall construct the Improvements in substantial conformity with the approved Plans. Actual construction shall be the responsibility of the Owner and shall commence before the expiration of the IRC's approval as provided herein above. At all times during the construction of any Improvement, the Declarant during the Appointment Period and thereafter the Board or an authorized agent thereof shall have access to same for the purpose of inspection and confirmation that the construction is in substantial accordance with the Plans as approved by the IRC and in compliance with this Declaration, any Supplemental Declaration or other Governing Documents. If the construction is found not to be in substantial accordance with the Plans as approved by the IRC and/or in compliance with this Declaration, then the Declarant during the Appointment Period and thereafter the Board or an authorized agent thereof shall give written notice to the Owner of such non-compliance and the basis therefor. If the violation is not brought into compliance or a satisfactory resolution is presented in writing by the Owner and accepted by the Declarant during

the Appointment Period and thereafter the Board within five (5) business days of the delivery of such written notice, then the Declarant during the Appointment Period and thereafter the Board shall be authorized: (a) to stop construction and all activities related thereto concerning any Improvement until same is made compliant; (b) to assess reasonable fines related to the non-compliance; and (c) to make the necessary corrections or to take necessary action to make the Improvements compliant at the Owner's expense.

12. **Limited Effect of Plan Approval**. The approval by the IRC of an Owner's Plans for the construction of an Improvement is not intended to be an approval of the structural stability, integrity, or design of a completed Improvement, the safety of any component therein, or the compliance thereof with the regulatory requirements or any federal, state, or local law, regulation, or ordinance. This approval by the IRC is required solely for the purpose of insuring compliance with the covenants contained herein and further to insure the harmonious and orderly architectural and aesthetic development and improvement of the Development Property. Notice is hereby given to any future Owner and/or occupant of any completed Improvement and all invitees and other persons who may from time to time enter or go on or about such completed Improvement that no permission or approval granted by the IRC, the Declarant, the Association, or the Townhouse Association with respect to the construction of any Improvement pursuant to this Declaration shall constitute or be construed as an approval of the structural stability, integrity, or design of a completed Improvement, the safety of any component therein or the compliance thereof with the regulatory requirements or any federal, state, or local law, regulation, or ordinance. As such, no liability shall accrue to the Declarant, the IRC, or to the Association in the event that any such construction shall subsequently prove to be defective or not in compliance with such requirements.

13. **Compliance and Penalty**. Failure to comply with any provision of this Article, Declarant during the Appointment Period and thereafter the Board may take such action as necessary to achieve compliance therewith, including, without limitation, assessment of fines that may be debited against the Construction Deposit. The Owner shall, upon demand, immediately reimburse Declarant or other performing party for all expenses incurred in so doing, including reasonable attorney's fees. Declarant and thereafter the Association or the Townhouse Association shall have a lien on the Lot or Unit and the Improvements thereon to secure the repayment of such amounts. Such lien may be enforced in the same manner and with the same priority that the lien for Assessments may be enforced.

Article XIII
IMPROVEMENT RESTRICTIONS

1. **General**. The construction or installation of Improvements upon Development Property shall comply with Notes on any Plat or Site Plan, as may be amended from time to time; shall comply with all requirements set forth on the overall development plan for the Development Property, if any and as may be amended from time to time; and shall comply with all other applicable laws, ordinances, and regulations of governmental agencies (federal, state and local). In addition, the following provisions shall govern the construction and installation of all Improvements upon the single family residential Lots or Unit Pads, Units or Private Elements within the Development Property.

2. **Lot Combination and Re-subdivision**. If one or more contiguous Lots are owned by the same Owner, they may be combined subject to compliance with applicable subdivision laws and regulations upon consent of Declarant during the Appointment Period and thereafter the Board for the purpose of placing approved Improvements thereon. Once combined, however,

they shall retain their status as individual Lots for purposes of Voting and Assessments. No Lot shall be re-subdivided in order to create additional building sites except by Declarant, unless such re-subdivision is first approved by the applicable governing authority and the Board. Declarant shall have the right, but not the obligation, to re-subdivide Lots by recorded plat or in any other lawful manner, and such lots, as re-platted, shall be subject to this Declaration as if such Lots were originally included herein as Lots. Any such re-plat must comply with pertinent re-platting ordinances, statutes, regulations, and requirements.

3. **Roofs**. The roof of the dwelling or other approved structure shall be constructed or covered with asphalt or composition type shingles unless otherwise approved by the IRC. To the greatest extent possible, all roof stacks and plumbing vents shall be located on the rear slopes of the roof, and any alternative placement must be approved by the IRC.

4. **Driveways and Sidewalks**. The IRC shall approve the location, construction, design, and types of materials for all driveways and sidewalks. Except as otherwise approved by the IRC, all driveways shall be finished with a hard surface of an approved material that is compatible with the Improvements located on the Lot or Private Element and the overall Development Property. At the time of the construction of the dwelling, every Owner shall be responsible for the installation of the portions of the sidewalk across the Owner's Lot or Unit Pad. In the event the dwelling is not constructed on the Lot or Unit Pad, the Owner shall install the sidewalk by the earlier of twelve (12) months following the conveyance of the Lot or Unit Pad or thirty (30) days after the installation of the final topping of asphalt on the street fronting such Lot or Unit Pad. In the event the Owner fails to timely install the sidewalk as provided in this Section, the Association or Townhouse Association may cause the sidewalk to be installed, and the cost thereof shall be a lien against the Lot or Unit to secure the repayment of such amounts. Such lien may be enforced in the same manner and with the same priority that the lien for Assessments may be enforced.

5. **Curb Cuts and Damage**. Any Owner or Builder who makes a curb cut or damages any Common Area or Common Element shall be responsible for repairing same at his sole expense and at the direction and to the satisfaction of Declarant during the Appointment Period and thereafter the Board or the Townhouse Board. Any such Owner or Builder shall reimburse Declarant or the Association or Townhouse Association for the cost of any such repairs, if Declarant or the Board or Townhouse Board repairs the damages.

6. **Mailboxes**. The IRC shall have the power to designate a specific, uniform type of mailbox for the Development Property or any subsection thereof. In the event that the specific, uniform mailbox required herein is not reasonably available, the IRC shall select the replacement mailbox to be used.

7. **Swimming Pools**. Outdoor swimming pools, therapy pools, and spas for the use of Owners and their guests may be constructed on Lots so long as: (a) they are below ground level and of a permanent nature; (b) the location complies with the minimum setback requirements shown on the Plat; (c) all applicable laws, ordinances, rules and regulations of governmental agencies are satisfied and all necessary governmental permits are obtained by the Owner at his expense; (d) such pools and spas are completely fenced in a manner approved by the IRC; (e) the IRC has approved the design and location that shall be in the rear yard only; and (f) construction is not commenced until after the commencement of the construction of the dwelling.

8. **Hot Tubs**. Hot tubs, Jacuzzis, or spas for the use of Owners and their guests may be constructed on Lots so long as: (a) they are of a permanent nature and are below ground level

or are incorporated into other improvements such as decking, gazebo, or otherwise and approved by the IRC; (b) the location complies with the minimum setback requirements shown on the Plat; (c) all applicable laws, ordinances, rules, and regulations of governmental agencies are satisfied and all necessary governmental permits are obtained by the Owner at his expense; (d) such spas are completely fenced in a manner approved by the IRC; (e) the IRC has approved the design and location that shall be in the rear yard only; and (f) construction is not commenced until after the commencement of the construction of the dwelling.

9. **Fencing, Walls, and Hedges**. Location, style, type, and materials of fencing, walls, and/or hedges must be approved by the IRC. No fence nor wall shall be shall be erected or maintained nearer to the front lot line than the rear of the dwelling, and for corner lots, not nearer to the lot line facing the more minor side street than the side the dwelling. Hedges, shrubbery or evergreens may be located nearer to the lots lines than fencing and walls, but their location must be approved by the IRC. No fence, wall, or hedge shall be allowed in any drainage easements that may exist on a Lot or Private Element. No fence, wall or hedge shall be more than six (6) feet in height, unless otherwise approved. Chain link and wire fences are specifically prohibited.

10. **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 (or other material approved by the IRC). Any allowable playground equipment must be hidden as much as possible from the street view and from the view of adjoining Owners.

11. **Yards**. Lots and, if applicable, Private Elements, are to be landscaped and maintained in an attractive manner that is compatible with neighboring Lots and Private Elements and respectful of views and privacy of adjacent Owners and consistent with the Community-Wide Standard. Flowers, hedges, shrubs, trees, and other vegetation may be planted in the rear yard without IRC approval; however, Owners shall replace in a diligent manner any vegetation on their Lot or Private Elements that should die. If approved by the IRC, once a Unit Owner encloses his Private Elements with a fence, the maintenance of such enclosed area shall be the responsibility of such Unit Owner.

12. **View Impairment**. Neither Declarant nor the Association guarantee or represent that any view over and across the Lots, or any open space or Common Area within the Development Property will be preserved without impairment. Neither the Declarant, the IRC, nor the Association shall have any obligation to relocate, prune, or thin trees or perform other landscaping. The Association (with respect to any Common Area) will have the right to add trees and other landscaping from time to time, subject to applicable law. There shall be no express or implied easements for view purposes or for the passage of light and air.

13. **Grading and Drainage**. No Owner shall excavate earth from any Lot or Private Element for any business purpose, except for the construction of the approved Improvements thereon, and no elevation changes will be permitted that could materially affect the surface grade of the Lot or Private Element without the consent of the IRC, which must also approve the nature, manner, and methods of the earthwork. Drainage of each Lot and Private Element shall conform to the general drainage plans for the Development Property. No storm water drain, roof down-spout, or ground water shall be introduced into the sanitary sewage system.

14. **Compliance and Penalty**. Failure to comply with any provision of this Article, Declarant during the Appointment Period and thereafter the Board may take such action as

necessary to achieve compliance therewith, including, without limitation, assessment of fines or corrective action to bring such violation into compliance. The Owner shall, upon demand, immediately pay the fine and/or reimburse Declarant or other performing party for all costs incurred, including reasonable attorney's fees. Declarant and thereafter the Association or the Townhouse Association shall have a lien on the Lot or Unit and Improvements thereon to secure payment of fines and/or reimbursement for such costs. Such lien may be enforced in the same manner and with the same priority that the lien for Assessments may be enforced.

Article XIV
USE RESTRICTIONS

1. **General**. The following use restrictions apply to all Lots, Units, Private Elements and Improvements constructed thereon within the Development Property.

2. **Residential Use**. No Lot, Unit or Private Element shall be used for any purpose other than private, single family residential purposes and purposes incidental and necessary thereto. The foregoing restriction shall not, however, be construed in such a manner as to prohibit an Owner from: (a) keeping his personal business or professional records or accounts; or (b) handling his personal business or professional calls or correspondence from his Lot, Unit or Private Element. Such uses are expressly declared customarily incidental to the principal residential use and not in violation of said restriction. Further, the foregoing restriction shall not preclude real estate sales offices and construction trailers from being maintained on Lots, Units or Private Elements by or on behalf of Declarant for purposes of construction, development, and sale of same.

3. **Occupancy Permit**. No dwelling upon any Lot, Unit Pad or Private Element may be occupied prior to the issuance of a final use and occupancy permit related to same by the applicable governing authority and approval of the IRC.

4. **Lease**. Subject to any Federal, State, or local laws, all dwellings (homes upon Lots to comprise the Association or Units to comprise the Townhouse Association) within the Development Property may be leased to residential tenants. All leases shall be in writing, and no lease shall be for a term of less than twelve (12) months. Within ten (10) days of the full execution of any lease or amendment thereto or extension or renewal thereof, the Owner must deliver a copy of the same to the Board, Townhouse Board or the management agent. The Association or Townhouse Association shall have the right to implement a system and procedures for the administration, tracking, oversight, and management of rentals within the Development Property, and all cost of such system and procedures will be assessed equally against the Owner's who lease their Lot or Unit. The Lessee under each such lease shall be bound by and subject to all of the terms, conditions, restrictions, rights, and obligations of this Declaration and the Governing Documents. Failure to comply with this Declaration shall be a default under each such lease. No Owner may lease less than the whole of a dwelling. This restriction shall not be deemed to prohibit Mortgagee who takes title to a Lot or Unit pursuant to the terms of its security instrument from leasing same for a limited time until the Mortgagee can find a buyer for the Lot or Unit. Notwithstanding the other terms and conditions set forth in this Leasing Subsection, in absolutely no event shall more than fifty percent (50%) of the Lots comprising the Association or the Units comprising the Townhouse Association be subject to a lease. Once the maximum number of Lot or Unit leases are in effect, other Owners of Lots or Units who desire to rent their Lot or Unit may submit to a waiting list to be maintained by the Association and Townhouse Association, and on a first come, first serve basis will only be permitted to rent their Lot or Unit at such time as the lease on another Lot or Unit expires or terminates.

5. **Signs and Flags/Flagpoles**. The following restrictions shall apply to signs: (a) Declarant shall have the right to erect and to approve the erection of reasonable and appropriate signs for its own use and the use of Builders and other parties engaged in the construction and sale of Improvements within the Development Property; (b) Declarant shall have the right to remove any unapproved sign, billboard, poster, or advertising device that is placed on any Lot, Unit, Private Element or Improvement thereon and in doing so shall not be subject to any liability for trespass or other course of action in connection therewith or arising from such removal; (c) no sign, billboard or poster of any kind of a permanent nature shall be erected, exhibited, maintained, or placed upon any Lot, Unit or Private Element; (d) temporary signs, not to exceed a maximum surface area of six (6) square feet, such as "For Sale" signs, shall be permitted so long as there are no more than two (2) signs per Lot, Unit or Private Element, and no such sign shall be placed outside the boundary of the Lot, Unit or Private Element, within any right-of-way, Common Area, Common Element or Lot, Unit or Private Element owned by another Person; (e) all signs shall comply with regulations that may be adopted by the Board from time to time; and (f) all Owners grant to Declarant and thereafter to the Board the right to remove all signs not in compliance with the sign restrictions and in doing so shall not be subject to any liability or criminal action for trespass, destruction of property, or other tort in connection therewith or arising from such removal. 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. Subject to limitations as to size, location, and manner of display as may be promulgated by the Board or Townhouse Board, no Owner shall be prohibited from displaying the flag of the United States of America, the State of Tennessee, or any branch of the United States armed forces. To the extent that any of the foregoing provisions of this Section, provisions of the Architectural Guidelines adopted by the IRC, or rules and regulations adopted by the Board or Townhouse Board with respect to flags or 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 Tenn. Code Ann. § 66-27-602, 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.

6. **Antennae**. No transmitting or receiving equipment (antennas, dishes, etc.) in excess of eighteen (18) inches in diameter (or such larger size as shall be expressly authorized by the regulations of the Federal Communications Commission) for radio, television, or communications may be located on the exterior of any Improvement or on the Lot or Private Element without the approval of the IRC as to location and screening, if necessary. In no event, may such equipment be in the front of any Lot or Private Element or be visible from the roads.

7. **Yards and Yard Art**. Lawns shall be maintained in a neat and orderly fashion so that the grass does not become overgrown. Yard art and water features shall not be permitted in the front yard or otherwise visible from any street.

8. **Clotheslines and Lighting**. No clotheslines, clothes hanging devices, or the like upon any Lot or Private Element shall be permitted. Outside lights at eaves and door entrances, flood lights, and spot lights shall be permitted; provided, however, these lights must be adjusted so that the rays of any beam or floodlight shall not interfere with neighboring Lots or Private Elements. Exterior flashing lights or spot/flood lights on the exterior that shine on or into adjacent Lots or Private Elements shall be prohibited. Any walkway, driveway, or landscape lighting shall be of low intensity. Seasonal decorative lighting shall be permitted only during the holiday season. Any lighting inconsistent with these restriction must be approved by Declarant during Appointment Period and thereafter the Board.

9. **Screening**. Excepting the initial construction period, any and all equipment, air conditioner condensers, garbage cans, woodpiles, or storage piles on any Lot or Private Element, whether temporary or permanent, shall be screened to conceal same from the view of neighboring Lots, Private Elements, streets, or Common Area with the Plans for any screening, fences, and/or landscaping being approved by the IRC.

10. **Outside Recreation Equipment**. All playground and recreational equipment (e.g. swings, slides, trampolines, playhouses, basketball hoops / backboards) shall be approved by the IRC prior to installation and must be used, erected, placed, or maintained to the rear of the Lot or Private Element. The Board shall have the authority to govern the location, any required screening, materials, and types of various recreational equipment.

11. **Solar Panels**. Solar panels, if approved by the IRC, shall not face the street and shall be compatible with the adjoining surface upon which they are mounted. The type, size, and location of any such solar panels shall be shown on Plans related to such Improvement and shall be subject to approval of the IRC, in its sole discretion.

12. **Non-Residential and Detached Structures**. No trailer, camper, garage, tent, shack, barn, shed, carport, or other outbuilding shall be erected, moved onto, stored or used on any Lot or Private Element as a residence, temporarily or permanently. Any detached structure must be located in the rear yard, except as otherwise approved by the IRC.

13. **Detention Pond**. Any detention pond or detention area, which encroaches on or lies wholly or partially within any Lot or Private Element shall not be filled, disturbed, or altered in any way by the Owner. The visible areas of these detention ponds or detention areas will be maintained and mowed within the boundaries of same as shown on the Plat or Site Plan. A perpetual easement is reserved to Declarant or any successor, assignee, or appointee of Declarant and/or the Board across any Lot or Private Element to repair or maintain such areas.

14. **Garage / Yard Sales**. Garage sales or any other similar private or public sale of goods, personal property, or services shall not be allowed except for Association or Townhouse Association sponsored sales to be authorized by the Board and held only on specified days and at specified times on a community wide basis and in accordance with any Rules and Regulations to be established by the Board in connection therewith.

15. **Garbage Disposal**. Trash, garbage, or other waste shall be kept in sanitary containers and shall be disposed of in a clean and sanitary manner. All equipment for storage or disposal of such materials shall be kept in a clean and sanitary condition and shall be kept inside the garage or other designated area serving the Lot in question. No garbage cans, trash containers, recycling containers, nor any other such trash receptacles shall be permitted in public view except for a twenty-four (24) hour period surrounding the designated date and time for trash pickup as set by the provider of said services.

16. **Vehicle Storage**. No mobile home, bus, camper, boat, trailer, truck, ATVs or similar recreational vehicles or vehicles having a load capacity in excess of one ton may be parked or stored on any street or in public view on or within the Development Property, except for vehicles and equipment necessary for and being used in the development, construction, repair, or service of same.

17. **Vehicle Service**. Junk vehicles, inoperable vehicles, unlicensed vehicles not for immediate use, or vehicles of any kind in disrepair, may not be kept or parked on any street or in public view within the Development Property. Vehicles may not be assembled or serviced unless completely hidden from public view. For purposes of this Paragraph, "serviced" shall not be deemed to include the cleaning, washing, or polishing of a vehicle; the changing of oil, lubricants, anti-freeze, or other fluids; nor the replacing of air, oil, or other filters used in the vehicle.

18. **Parking and Entertainment**. All Owners shall park their vehicles first, to the extent possible, in the garage for that Lot or Unit, if applicable and then in the driveway. Owners shall take all steps necessary to keep garage doors closed except for such limited and reasonable periods of time which may be necessary for access and/or repair.

19. **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.

20. **Livestock, Poultry, and Pets**. No animals, livestock or poultry of any kind shall be raised, bred or kept on any Lot, Unit or Private Element, except that dogs, cats or other household pets may be kept, provided they are not kept, bred, or maintained for commercial purposes. At all times, when such household pet is not confined on the Lot, Unit or Private Element of its owner, said pet shall be leashed or otherwise under the immediate control of the Person(s) with it. It is the responsibility of the pet owner to clean and dispose of any waste produced by the pet anywhere other than on the Lot or Private Element of its owner.

21. **Codes**. Each Owner shall observe all governmental building codes, health restrictions, zoning restrictions, and other regulations applicable to his Lot or Unit. In the event of any conflict between any provision of such code, regulation, or restriction and any provision of this Declaration, the more restrictive provision shall apply.

22. **Hobbies**. The pursuit of hobbies that are inherently dangerous shall be conducted only in garages and such activities must not be visible from streets, Common Areas, Common Elements, or neighboring Lots or Units. Activities such as the shooting of firearms, fireworks, or pyrotechnic devices of any type or size and other such activities shall not be pursued or undertaken on any part of any Lot, Unit, Private Element or upon the Common Areas or Common Elements without the consent of the Board or Townhouse Board, which may be granted in the sole discretion of the Board or Townhouse Board.

23. **Noise**. No Owner shall cause or allow any use of his Lot or Unit that results in noise which disturbs the peace and quiet of the Development Property. This restriction includes, without limitation, dogs whose loud and frequent barking, whining, or howling disturbs other Owners, exterior music systems, public address systems, or other noise sources which disturb other Owners' ability to peacefully possess and enjoy their Lot or Unit.

24. **Nuisances**. Each Owner shall refrain from any act or use of his Lot or Unit that could reasonably cause embarrassment, discomfort, annoyance, or nuisance to the neighboring Lots or Units. No noxious, offensive, or illegal activity shall be carried out upon any Lot or Unit.

25. **Additional Prohibited Activities**. The Board or Townhouse Board may from time to time reasonably prohibit certain activities on or within the Development Property and such prohibition shall be final and binding on all Owners.

26. **Occupants Bound**. All provisions of this Declaration and the Governing 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. Every Owner shall cause all occupants of his or her residence to comply with This Declaration and the Governing 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.

27. **Amenities**. Any amenities (e.g. parks, playground equipment, and/or walking trails), Common Areas, and Common Elements provided by the Association or Townhouse Association or erected within the Development Property, if any, shall be used at the risk of the user, and the Association and Townhouse Association shall not be held liable to any person for any claim, damage, or injury occurring thereon or related to use thereof. The Board or Townhouse Board may promulgate additional rules and regulations governing the use of such amenities and areas.

28. **Compliance and Penalty**. Failure to comply with any provision of this Article, Declarant during the Appointment Period and thereafter the Board may take such action as necessary to achieve compliance therewith, including, without limitation, assessment of fines or corrective action to bring such violation into compliance. The Owner shall, upon demand, immediately pay the fine and/or reimburse Declarant or other performing party for all costs incurred, including reasonable attorney's fees. Declarant and thereafter the Association or the Townhouse Association shall have a lien on the Lot or Unit and Improvements thereon to secure payment of fines and/or reimbursement for such costs. Such lien may be enforced in the same manner and with the same priority that the lien for Assessments may be enforced.

Article XV
MORTGAGEE PROVISIONS

1. **General**. In addition to any other rights granted to Mortgagees elsewhere in this Declaration, the rights and protections of this Article are hereby granted to and for the benefit of any Mortgagee.

2. **Actions Requiring Mortgagee Approval – Lots**. Without the prior written consent of at least fifty-one percent (51%) of all recorded first Mortgagees of Lots or the beneficiaries thereunder of record (based upon one vote for each Lot or Unit upon which a Mortgage is owned), who have requested such notice, the Association shall not be entitled by act or omission to seek to abandon or terminate the restrictions declared herein; provided, however, approval of such action shall be implied against any eligible Mortgagee in the event such Mortgagee fails to submit a response in writing to the Association within sixty (60) days of service of such notice by certified or registered mail, return receipt requested, to said Mortgagee at the address listed in the records of the Association.

3. **Actions Requiring Mortgagee Approval – Units**. Except as otherwise provided in the Act, without the prior written consent at least fifty-one percent (51%) of all recorded first Mortgagees of Units or beneficiaries thereunder (based upon one vote for each Unit upon which a Mortgage is owned), who have requested such notice, the Townhouse Association shall not be entitled to:

a. By act or omission, seek to abandon or terminate the Townhouse Planned Unit Development established hereby or to seek to abandon or terminate the restrictions herein.

b. Change the formula for determining each Unit's Townhouse Assessment liability or allocating distributions of hazard insurance proceeds or condemnation awards or change the method of assessment of Townhouse Assessments or the priority of the lien of the Townhouse Association for unpaid Townhouse Assessments or other duly levied charges.

c. By act or omission, seek to abandon, partition, subdivide, encumber, sell or transfer the Common Elements; provided that, the granting of easements for public utilities or for other public purposes consistent with the intended use of the Common Elements by the Townhouse Property shall not be deemed to transfer within the meaning of this clause.

d. Use hazard insurance proceeds for losses to any Common Element for other than the repair, replacement, or reconstruction of such Improvements, except as provided by statute.

e. Approve any amendment to this Declaration or the Governing Documents which would materially affect or change a Unit Owners' voting rights, rights to use Common Elements, or the right to sell or transfer a Unit.

f. Approve any amendment removing the requirement of a reserve fund for the repair or replacement of the Common Elements and the responsibility for maintenance or repair of the Common Elements.

g. Approve any amendment that would alter the boundaries of a Unit or method of determining when Townhouse Property will be reconstructed or repaired in the event of partial destruction or the conversion of a Unit to Common Elements or vice versa.

h. Approve any amendment that would alter a provision of this Declaration which expressly benefits any Mortgagee, insurer or guarantor.

4. **Notices of Action – Mortgagee of Units**. All recorded first Mortgagees of Units or beneficiaries thereunder (based upon one vote for each Unit upon which a Mortgage is owned), who have requested such notice, will be entitled to timely written notice of:

a. Any condemnation loss or any casualty loss which affects a material portion of the Townhouse Property or which affects any Unit on which there is a first Mortgage held, insured, or guaranteed by such Mortgagee.

b. Any delinquency in the payment of Assessments or other duly levied charges owed by the Owner of the Unit subject to the Mortgage of such Mortgagee, where such delinquency has continued for a period of sixty (60) days, or any other violation of the Declaration or Governing Documents relating to such Unit or the Owner or occupant which is not cured within sixty (60) days.

c. Any lapse, cancellation or material modification of any insurance policy maintained by the Townhouse Association in connection with the Townhouse Property.

d. No provision of this Declaration or Governing Documents gives or shall be construed as giving any Unit Owner or other party priority over any rights of the first Mortgagee of any Unit in the case of distribution to such Owner of insurance proceeds or condemnation awards for losses to or a taking of the Common Area.

5. **Records Examination**. Mortgagees shall have the right to examine the books, records, and financial statements of the Association and the Townhouse Association, as well as this Declaration and the Governing Documents at reasonable times and upon reasonable notice.

6. **Insurance Policy**. Mortgagees shall have the right, upon written request, to receive notice from the Association of any lapse, cancellation, or material modification of any insurance policy maintained by the Association.

7. **Insurance Proceeds**. No Owner or any other party shall have priority over any rights of the Mortgagees pursuant to their mortgages in the case of a distribution to Owners of insurance proceeds or condemnation awards for losses to or a taking of Common Areas.

8. **Mortgagor Default – Lots**. Mortgagees, upon written request, shall be notified by the Board in writing of any default by the mortgagor of a Lot in the performance of such mortgagor's obligations under this Declaration and its constituent documents not cured within sixty (60) days from the date of such default.

9. **Owner Notice to Board**. Upon request, each Owner shall be obligated to furnish to the Board or Townhouse Board the name and address of the holder of any Mortgage encumbering such Owner's Lot or Unit.

10. **Mortgagee Notice to Board**. Mortgagees shall request notice of the matters set forth herein by making written request to the Board or Townhouse Board upon becoming a Mortgagee hereunder and requesting that the name and address of such Mortgagee and the Lot or Unit so encumbered be identified by the Board or Townhouse Board in the records for the Association or the Townhouse Association. Any notice requesting approval of any Mortgagee as required herein shall advise said Mortgagee that failure to respond within sixty (60) days of said notice shall be deemed to be approval by said Mortgagee of the matter for which approval is being sought.

11. **Disposition by Mortgagee**. Any Mortgagee who obtains title to a Lot or Unit pursuant to remedies provided in the Mortgage or deed of trust, or upon foreclosure of the mortgage or deed of trust, or upon receiving a deed (or assignment) in lieu of foreclosure, shall take the Lot or Unit free of any claims for unpaid Assessments and charges against the mortgaged Lot or Unit, which accrue prior to the time such holder comes into possession of same. Specifically, and without limitation, the provisions of this Declaration, Supplemental Declarations, or the Governing Documents shall not impair the rights of any Mortgagee to: (a) foreclose or take title to a Lot or Unit pursuant to remedies provided in the Mortgage; (b) accept a deed (or assignment) in lieu of foreclosure in the event of default by a mortgagor; or (c) sell a Lot or unit acquired by the Mortgagee.

Article XVI
AMENDMENTS

1. **Owners**. Except as otherwise provided herein, the provisions of this Declaration may be changed, modified, or amended by Supplemental Declaration or other written and properly recorded instrument setting forth such change, modification, or amendment, upon the affirmative Vote of not less than fifty percent (50%) of the Members present at a duly called meeting of the Association or Townhouse Association or the affirmative written consent of such percentage of the Members at which a quorum is present unless a higher percentage Vote is required elsewhere in this Declaration or applicable law. However, any such change, modification, or amendment that would change or delete any right, remedy, benefit, or privilege afforded to the Declarant under this Declaration shall require the verified written consent of the Declarant upon such instrument in order to be effective. Unless a higher percentage is required by law, revocation of this Declaration or the self-management of the Association shall require the affirmative Vote of not less than sixty-seven percent (67%) of the all the Members of the Association or the Townhouse Association entitled to Vote at a duly called meeting of the Association or the affirmative written consent of such percentage of the Members at which a quorum is present. Notwithstanding anything to the contrary herein, no amendment relating to leasing of Lots shall be enforceable against Owners who did not consent in writing to such amendment. Any such change, modification, amendment, or revocation shall not become effective until the instrument evidencing such change has been recorded in the Register's Office for **Davidson County**, Tennessee.

2. **Declarant**. The Declarant hereby reserves and shall have the right, power, privilege, and authority, in its sole discretion, to amend this Declaration and any Exhibit hereto without the consent, joinder, or approval of the Association, the Townhouse Association, the Board, Owner, any Person having a contractual right to purchase a Lot, Unit, any Mortgagee or beneficiary of any Mortgage or deed of trust on any Lot, Unit or any other Person. Such right, power, privilege, and authority of Declarant shall expire two (2) years after the termination of the Appointment Period. Declarant shall be in no way obligated to amend this Declaration or any Exhibit hereto pursuant to this Paragraph.

3. **Discrimination**. No amendment shall discriminate against any Owner or against any group of Owners, unless the Owner(s) so affected shall consent. No amendment shall change the Voting rights provided herein unless the Owner(s) so affected shall consent.

Article XVII
DECLARANT'S RIGHTS AND RESERVATIONS

1. **Applicability and Term**. Declarant shall have and hereby retains and reserves certain rights set forth in this Declaration with respect to the Association, the Townhouse Association, and the Development Property. Declarant's rights and reservations set forth herein shall be deemed excepted and reserved in each recorded Supplemental Declaration, in each conveyance of property by Declarant to the Association or Townhouse Association, and in each deed or other instrument by which any property within the Development Property is conveyed, whether or not specifically stated therein. The rights, reservations, and easements of Declarant set forth in this Declaration during the Appointment Period may not, without Declarant's prior written consent, be modified, amended, rescinded, or affected by any amendment hereto, including any amendment of this Article. Declarant's consent to any such amendment shall not be construed as consent to any other or subsequent amendment. In the event of Declarant default of its development loan or other financing related to the development of the Development Property that results in the transfer of ownership of the Development Property to the lender, then all of

Declarant's rights, duties, obligations, liabilities and any other responsibility set forth in this Declaration shall automatically be transferred and assigned to such lender.

2. **Declarant's Rights and Assignment**. Any or all of the special rights and obligations of the Declarant set forth in this Declaration or the Governing Documents 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.

3. **Construction and Sales Activities**. 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 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 Areas, Common Elements, 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.

4. **Promotion and Marketing**. Declarant shall have and hereby reserves the right to use the Development Property in connection with development, construction, promotion, marketing, sale and leasing of properties within the Development Property, by erecting and maintaining on any part of the Development Property such signs as Declarant, in its sole discretion, may deem desirable, necessary or proper in connection with the development, construction, promotion, marketing, sale and leasing of parcels of real property within the Development Property, and by permitting prospective purchasers of any of such parcels who are not Owners to enter upon Development Property; provided, however, that Declarant shall pay all costs occasioned by such use, including without limitation maintenance and repair expenses.

5. **Development Completion**. No provision of this Declaration shall be construed to limit the right of Declarant to or require Declarant to obtain approval: (a) to complete Improvements indicated on Plats, Site Plans and/or Plans filed with this Declaration, as may be amended from time to time; (b) to create, add, withdraw, modify, alter, or redefine Lots, Common Areas, Units or Common Elements comprising the Development Property and, as applicable, the Townhouse Planned Unit Development; to subdivide Lots or to convert Units into Common Elements; and to allocate Limited Common Elements to specific Units; (c) to make the Development Property part of a larger planned community or to subject same to a master association; (d) to excavate, cut, fill, or grade any property owned by Declarant or to construct, alter, remodel, demolish, or replace any Improvements on any Development Property; or (e) to require Declarant to seek or obtain the approval of the Association or Townhouse Association for any such activity or Improvement to property by Declarant on any Development Property. Nothing in this Paragraph shall limit or impair the reserved rights of Declarant as elsewhere provided in this Declaration.

6. **Additional Improvements**. Declarant shall have and hereby reserves the right, at any time and from time to time, but shall not have the obligation, to construct, at its expense, additional Improvements on Development Property which are for the betterment and enhancement thereof and for the benefit of the Association, the Townhouse Association, and the

Owners. Declarant will convey or transfer such Improvements to the Association or the Townhouse Association, which shall be obligated to accept title to, care for, and maintain the same as elsewhere provided herein.

7. **Conveyance of Additional Property**. Declarant shall have and hereby reserves the right, but shall not be obligated to, convey additional real property and improvements thereon to the Association or the Townhouse Association at any time and from time to time in accordance with this Declaration.

8. **Easements**. Declarant shall have and hereby reserves the right to grant or create temporary or permanent easements and rights-of-way for access, utilities, water, drainage, and other purposes incident to development, construction, or sale within the Development Property, located in, on, under, over, and across Development Property, property owned by Declarant, provided that such easements and rights-of-way that are located within the Development Property do not unreasonably interfere with the rights of Owners.

9. **Cell Towers**. Declarant shall have and hereby reserves the right to lease, license, convey, or otherwise establish and easement for the construction, installation, and use of a cellular tower and equipment appurtenant thereto upon a Lot(s) or other portion of the Development Property. Cellular towers, cellular tower sites and the operation and maintenance thereof can and will emit unpleasant noises and/or other emissions which could potentially result in, among other things, inconveniences, interruptions in use or enjoyment of property or common areas, and/or health issues. By the acceptance of their deed or other conveyance or mortgage, leasehold, license or other interest, each Owner and any Occupant or tenant of such Owner automatically acknowledges, stipulates and agrees (a) that such Owner and/or such Owner's invitees, guests, tenants or other occupants do not object to the presence of the cellular tower or cellular tower site, (b) that the cellular tower, cellular tower site and the use, operation, and/or maintenance thereof shall not be deemed nuisances or noxious or offensive activities, hereunder or at law generally, (c) not to enter upon, or allow their children or other persons under their control or direction to enter upon (regardless of whether such entry is a trespass or otherwise) the cellular tower and/or cellular tower site (even if not being actively used at the time of entry), (d) the Declarant, the Association, and the owner and/or operator of the cellular tower and/or cellular tower site shall not be liable for any losses, damages (compensatory, consequential, punitive or otherwise), injuries or deaths arising from or relating to the cellular tower and/or cellular tower site, except resulting directly from the gross negligence or willful misconduct of the respective owner thereof, and (e) any purchase or use of any portion of the Development Property has been and will be made with full knowledge of the foregoing.

10. **Notice and Opportunity to Cure**. No Person shall (a) institute legal or equitable proceedings involving the alleged defective design or construction of any Unit, structure, or improvement within the Development Property or (b) 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, Common Areas and Common Elements, and a perpetual easement of access through the Development Property for such purposes.

11. **Instrument Recording Prohibition**. During the Appointment Period, 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.

Article XVIII
ANNEXATION AND WITHDRAWAL OF PROPERTY

1. **Annexation by Declarant**. From time to time during the Appointment Period, Declarant may unilaterally add to the Development Property additional real property adjacent to the Development Property and subject same to the Development Property as Future Phase Property. Declarant may transfer or assign this right to annex property, provided that such transfer is memorialized in a written, recorded instrument executed by Declarant. Nothing in this Declaration shall be construed to require Declarant to annex or develop any additional property in any manner whatsoever.

2. **Annexation by Members – Post Appointment Period**. Following the termination of the Appointment Period, the Members may annex additional real property adjacent to the Development Property and subject same to the Development Property as future phase property, upon the affirmative Vote of Members representing not less than two-thirds (2/3) of the total collective Votes in the Association and two-thirds (2/3) of the total collective Votes in the Townhouse Association present in person or by proxy at a meeting duly called for such purpose.

3. **Manner of Annexation**. Any parcel of real property to become part of the Development Property and to be made subject to this Declaration (the "Annexed Property") shall be effective upon Recording of a Supplemental Declaration that meets the following requirements: each Supplemental Declaration shall (a) be executed by the then Owner(s) of the Annexed Property described therein; (b) contain an adequate legal description of the Annexed Property; (c) contain a reference to this Declaration stating its Recording date and the book and page or instrument number; and (d) contain a statement that the Annexed Property is declared to be part of the Development Property under this Declaration and that the Annexed Property shall be subject to this Declaration.

4. **Withdrawal Annexed Property by Declarant**. Annexed Property or any portion thereof for which a Supplemental Declaration has been recorded may be withdrawn by the Declarant from the Development Property, from this Declaration, and/or from such Supplemental Declaration related thereto. The withdrawal of such Annexed Property or portion thereof may be accomplished by Declarant's execution and Recording of a written notice of such withdrawal ("Declaration of Withdrawal").

Article XIX
MISCELLANEOUS PROVISIONS

1. **Duration**. The covenants and restrictions of this Declaration shall run with and bind title to the Development Property, shall be binding upon and inure to the benefit of Declarant, the Association, the Townhouse Association and all Owners and Mortgagees, and their respective heirs, executors, legal representatives, successors, and assigns, and shall be and remain in effect until the tenth (10^{th}) anniversary of the date of the recording of this Declaration, whereupon this Declaration shall be automatically renewed for successive terms of five (5) years unless Owners

holding at least two-thirds of the Vote of all Owners entitled to cast a Vote elect to terminate the Declaration by Vote taken at least six (6) months prior to the end of the current term and unless such termination is approved by the applicable governing authority with jurisdiction over the Development Property. Notwithstanding the foregoing, any easements granted pursuant hereto or in any Supplemental Declaration are and shall be perpetual, except to the extent, if any, otherwise provided in the creation of any such easement, and except that any dedication to and acceptance by an appropriate governmental authority or any conveyance or grant to any appropriate public utility of the facilities that are the subject of any such easements shall terminate those easements if such dedication, conveyance, or grant so provides.

2. **Notice to Owners**. Notice to any Owner set forth herein shall be sent by prepaid U.S. Mail, FedEx, UPS, or other reputable private carrier, or electronic transmission at the address or other contact information provided to the Board or Townhouse Board by the Owner or in the event no separate address or other contact information has been provided, then by prepaid U.S. Mail or hand delivery to the Owner's Lot or Unit. It shall be the obligation of every Owner to notify the Board or Townhouse Board in writing of any change in address. Any Person who becomes the Owner after the date on which notice was made upon such Owner's predecessor in title to the Lot or Unit shall be deemed to have received such notice.

3. **Notice to Land Owner, Declarant, Association, or Townhouse Association**. The address of the Land Owner, Declarant, Association or Townhouse Association for the purposes of furnishing notice(s) as provided in this Declaration or the Governing Documents shall be the principal office of the Land Owner, Declarant, Association, and Townhouse Association of record in the Office of the Secretary of State for the State of Tennessee, unless and until notice of an alternative address is given Land Owner, Declarant, Association, or Townhouse Association in writing to all Owners. Notices addressed as above shall be delivered in person with written acknowledgment of the receipt thereof or sent by prepaid U.S. Mail, FedEx, UPS, or other reputable private carrier, receipt signature required.

4. **Statute of Limitation**. No action in contract, tort, or otherwise against the Association, the Board, or the Declarant for any action or inaction by the same or to challenge the validity of this Declaration, any Supplemental Declaration or other duly adopted amendment may be brought more than one (1) year after the occurrence of such action or inaction or the date this Declaration, the Supplemental Declaration, or other instrument is recorded.

5. **Litigation**. No judicial or administrative proceeding shall be commenced or prosecuted by the Association or Townhouse Association unless approved by a Vote of not less than 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 Townhouse Association to enforce the provisions of this Declaration (including, without limitation, the foreclosure of liens), (b) the imposition and collection of Assessments, fines, or any other amount or charge collectable by the Association or Townhouse Association, (c) proceedings involving challenges to *ad valorem* taxation, or (d) counterclaims brought by the Association or Townhouse Association in proceedings instituted against it. This Section shall not be amended unless such amendment is made by the Declarant during the Appointment Period or is approved by the percentage Votes, and pursuant to the same procedures, necessary to institute proceedings as provided above.

6. **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 Section

shall not be construed to prohibit the Board or Townhouse Board 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.

7. **Books and Records**. Except for confidential, non-public information of the Association or Townhouse Association or that affect the privacy rights of third parties or otherwise subject to confidentiality or non-disclosure protections or objections under any basis, the books and records of the Association and the Townhouse Association are subject to inspection at the principal office of the Association or the Townhouse Association by any Owner during reasonable business hours and upon ten (10) days prior written notice. Copies of such records may be purchased at a reasonable cost.

8. **Right To Mortgage Information**. Each Owner hereby authorizes any Mortgagee holding a Mortgage on such Owner's Lot or Unit to furnish information to the Board concerning the status of such Mortgage and the loan which it secures, to the extent such information is appropriate to assist the Board in determining if such loan is a valid first Mortgage or secondary purchase money Mortgage.

9. **Limitation on Liability**. The Association, Townhouse Association, Board, Townhouse Board, the IRC, any other committee established by the Board, Townhouse Board, Declarant, and any member of the Board, Townhouse Board, or any committee, officer, agent, or employee of any of them (collectively, the "Indemnitees") shall not be liable to any Person for any mistake of judgment, whether negligent or otherwise, or for any action or any failure to act under this Declaration or any Supplemental Declaration. In addition, the Board and the officers of the Association or the Townhouse Association shall have no personal liability with respect to any contract or other commitment made by them, on behalf of the Association or the Townhouse Association (except to the extent that such directors or officers may also be Owners). The Association or the Townhouse Association, as an Administrative Function, shall indemnify, hold harmless, and defend the Board or Townhouse Board and such officers from any and all expense, loss, or liability to others on account of any such contract or commitment. In addition, the Indemnitees shall be indemnified and held harmless by the Association or Townhouse Association, as an Administrative Function, from any expense, loss, or liability to others by reason of having served in such capacity, against all expenses, losses, and liabilities, including court costs and reasonable attorney's fees incurred by or imposed upon such Person in connection with any proceeding to which he may be a party or may have become involved by reason of holding such position, whether or not he holds such position at the time such expenses are incurred, except in cases in which the expenses, losses, and liabilities arise from a proceeding in which such Person is adjudicated guilty of willful misfeasance, gross negligence, or bad faith in the performance of his duties and for which indemnification is prohibited by law under the Tennessee Not For Profit Corporation Act. In the event of a settlement of any such proceedings, the indemnification provided hereby shall apply only when the Board approves such settlement and reimbursement as being in the best interests of the Association or Townhouse Association. Any right of indemnification provided in this Section shall not be exclusive of any other rights to which an Indemnitee may be entitled.

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

11. **Land Outside Development Property**. The restrictions created by this Declaration benefit and burden only the Development Property and no other land whatsoever. Notwithstanding any possible sharing of present or future facilities by other land, whether developed by Declarant or others, the general plan created by the restrictions of this Declaration extends only to the Development Property, and such restrictions are not intended to benefit any Persons other than those having an interest in the Development Property. No Person owning land or having an interest in land outside of the Development Property shall have any right whatsoever to enforce this Declaration for the benefit of such land, and neither the Association, the Townhouse Association nor any Owner shall have the right to extend the enforcement of this Declaration to any real property not within the Development Property. Provided, however, nothing contained herein shall in any way preclude or limit the applicable governing bodies from enforcing the terms of this Declaration and the Governing Documents.

12. **General Development Information**. Any brochures, maps, models, handouts, schematics, plans, and facilities provided or available in connection with the Development Property or the development, construction, promotion, sale, marketing, or leasing of Development Property or Improvements thereon: (a) are provided for general information purposes only; (b) are subject to change and deletion without notice by Declarant or by public or governmental authorities; and (c) shall not obligate Declarant to develop, construct, promote, market, sell, or lease any such property or Improvements whatsoever or in any particular manner, or to add to the Development Property any Future Phase Property.

13. **Community Name**. No Person, other than Land Owner, Declarant, and Builder(s), shall use the words "Hamilton Church Manor", "Hamilton Church Manor Townhouses" or any derivative thereof in any printed or promotional material without the prior written consent of the Declarant. However, Owners may use the term, "Hamilton Church Manor", "Hamilton Church Manor Townhouses" in printed or promotional matter where such term is used solely to specify that particular property is located within the Development Property.

14. **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.

15. **Construction Activity**. 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 or Builder(s) and their agents to be deemed in violation of any provision of the Declaration.

16. **Governing Law**. This Declaration shall be construed, governed, and enforced under and in accordance with the laws of the State of Tennessee.

17. **Interpretation**. The Board shall have the right, power, and authority to determine all questions arising under or in connection with this Declaration and the Governing Documents and to construe and interpret its provisions, and any determination, construction, or interpretation made in good faith by the Board shall be binding on all Owners. In all cases, the provisions set forth in this Declaration shall be construed, in the opinion of the Board, to best effect the intent of the general purposes of this Declaration. The provisions hereof shall be liberally interpreted to effectuate the purposes set forth herein, and, if necessary, they shall be so extended or enlarged by implication as to make them fully effective.

18. **Remedies Cumulative**. The rights, powers and remedies provided in this Declaration shall be cumulative and not restrictive of other remedies at law or in equity, and the exercise by a Person of any particular right, power, or remedy shall not be deemed an election of remedies or to preclude such Person's resort to other rights, powers, or remedies available to it.

19. **Partial Invalidity**. Invalidation of any one or more of the provisions of this Declaration by judgment or court order shall not affect any other provision not expressly held to be void or the provisions so void in circumstances or applications other than those expressly invalidated, and all such remaining provisions shall remain in full force and effect together with the provisions ruled upon as they apply to circumstances other than those expressly invalidated.

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

21. **Captions and Gender**. The captions herein are inserted only as a matter of convenience, and in no way define, limit or describe the scope of these provisions or the intent of any provision hereof. The use of the masculine gender in this Declaration and in the Governing Documents shall be deemed to include the feminine and neuter references, and the use of the singular shall be deemed to include the plural whenever the context so requires.

22. **Exoneration of Declarant**. Each Owner or any other party having an interest in any portion of the Development Property expressly agree that no duty or obligation is imposed upon the Declarant to enforce or attempt to enforce any of the covenants or restrictions contained herein, nor shall the Declarant be subject to any liability of any kind or nature whatsoever in respect to any claim that the Declarant has failed to enforce same.

23. **Conflicts in Legal Documents**. In case of conflicts between the provisions in this Declaration and the Governing Documents this Declaration shall control.

24. **Effective Date of Declaration**. The effective date of this Declaration shall be the date of its recording in the Register's Office for **Davidson County**, Tennessee.

25. **Attorney's Certificate**. The attorney's opinion as required under the terms of Tennessee Code Annotated § 66-27-103 is attached hereto as **Exhibit E** and made a part hereof.

[*Signature on Next Page*]

IN WITNESS WHEREOF, the undersigned, being the owner of the Development Property to be subject hereto, has caused this Declaration to be duly executed as of the date set forth below.

DECLARANT:

Century Communities of Tennessee, LLC,
a Delaware Limited Liability Company

By: _____

Print Name: JOHN HENNEBERY

Its: Division President

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Before me, the undersigned, a Notary Public in and for the County and State aforesaid, personally appeared JOHN HENNEBERY, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged him/herself to be the DIVISION PRESIDENT ("Officer") of **Century Communities of Tennessee, LLC**, the within named bargainor and that he/she as such Officer, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing him/herself as such Officer.

Witness my hand and seal the 16TH day of NOVEMBER, 2020.

Kelly Stenberg
Notary Public

KELLY STENBERG
STATE OF TENNESSEE NOTARY PUBLIC
DAVIDSON COUNTY
MY COMMISSION EXPIRES 3-8-2022

My Commission Expires: 3.8.22

INDEX OF EXHIBITS

Exhibit A	Legal Description for Development Property
Exhibit B-1	Legal Description for SF Property and Plat or similar illustration of the SF Property
Exhibit B-2	Legal Description for Townhouse Property and Site Plan for Townhouse Property
Exhibit C-1	Charter of Hamilton Church Manor Owners Association, Inc.
Exhibit C-2	Charter of Hamilton Church Manor Townhouse Owners Association, Inc.
Exhibit D-1	Bylaws of Hamilton Church Manor Owners Association, Inc.
Exhibit D-2	Bylaws of Hamilton Church Manor Townhouse Owners Association, Inc.
Exhibit E	Unit Identification & Assessment Allocation
Exhibit F	Attorney's Legal Opinion Letter

EXHIBIT A

Legal Description

Land situated in the 33rd council district, Nashville, Davidson County, Tennessee, being parcel 64 on Tax Map 164, and being more particularly described as follows:

Commencing at the Approximate Centerline of Hamilton Hills Drive and

Hamilton Church Road, thence in a westerly direction 440.6+/- foot to an 5/8" iron rod found, with no cap, on the southerly margin of Hamilton Church Road to the northwesterly property corner of Esaul Nunez & Emabel Nunez, of record in Instrument Number 20150901-0088849, in the Register's Office for Davidson County, Tennessee, (R.O.D.C., TN.) at the Tennessee state plane coordinate location of, N:629,270.777, E:1,790,206.861, and being the point of herein described land;

Thence with Nunez westerly line, S 07°16'02" W a distance of 609.20 feet to an 1/2" iron rod found, set by TN, RLS# 728, at the northwesterly most corner of Lot number 7, on the Final Plat of Rolling Hills Subdivision, of record in Instrument Number 20161109-0118395, R.O.D.C., TN.;

Thence with the westerly line of Rolling Hills Subdivision, S 07°16'40" W, a distance of 565.22 feet to an 1/2" iron rod found, that was disturbed, at on the northerly property line of Final Plat, Section 2 Harvest Grove (formerly Tillman) "Cluster Lot Subdivision", of record in Instrument Number 20140529-0046065, R.O.D.C., TN.;

Thence with the northerly line of Section 2, Harvest Grove, N 80°58'40" W, a distance of 427.65 feet to an 5/8" iron rod, set by Reagan Smith, at the northeasterly property corner of Final Plat, Section 1 Harvest Grove (formerly Tillman) "Cluster Lot Subdivision", of record in Instrument Number 20060726-0090037, R.O.D.C., TN.;

Thence with the northerly line of Section 1, Harvest Grove, N 80°59'13" W, a distance of 405.40 feet to an 1/2" iron rod found, set by MEC, at the northeasterly property corner of the SBDT Nashville, LLC 418 Central DE LLC, Oakleigh CGC LLC, & PCH Bay 1031 LLC, of record in Instrument Number 20200207-0014364, R.O.D.C., TN., and also being the Southeasterly corner of Hope Construction LLC, of record in Instrument Number 20190812-0080307, R.O.D.C., TN.;

Thence with Hope Construction LLC, easterly line, N 16°03'34" E, a distance of 1279.21 feet to an 5/8" iron rod found, set by Dale and Associates on the southerly margin of Hamilton Church Road;

Continuing with said margin for the next three (3) calls;

Thence, S 54°14'49" E, a distance of 20.46 feet to an iron rod set;

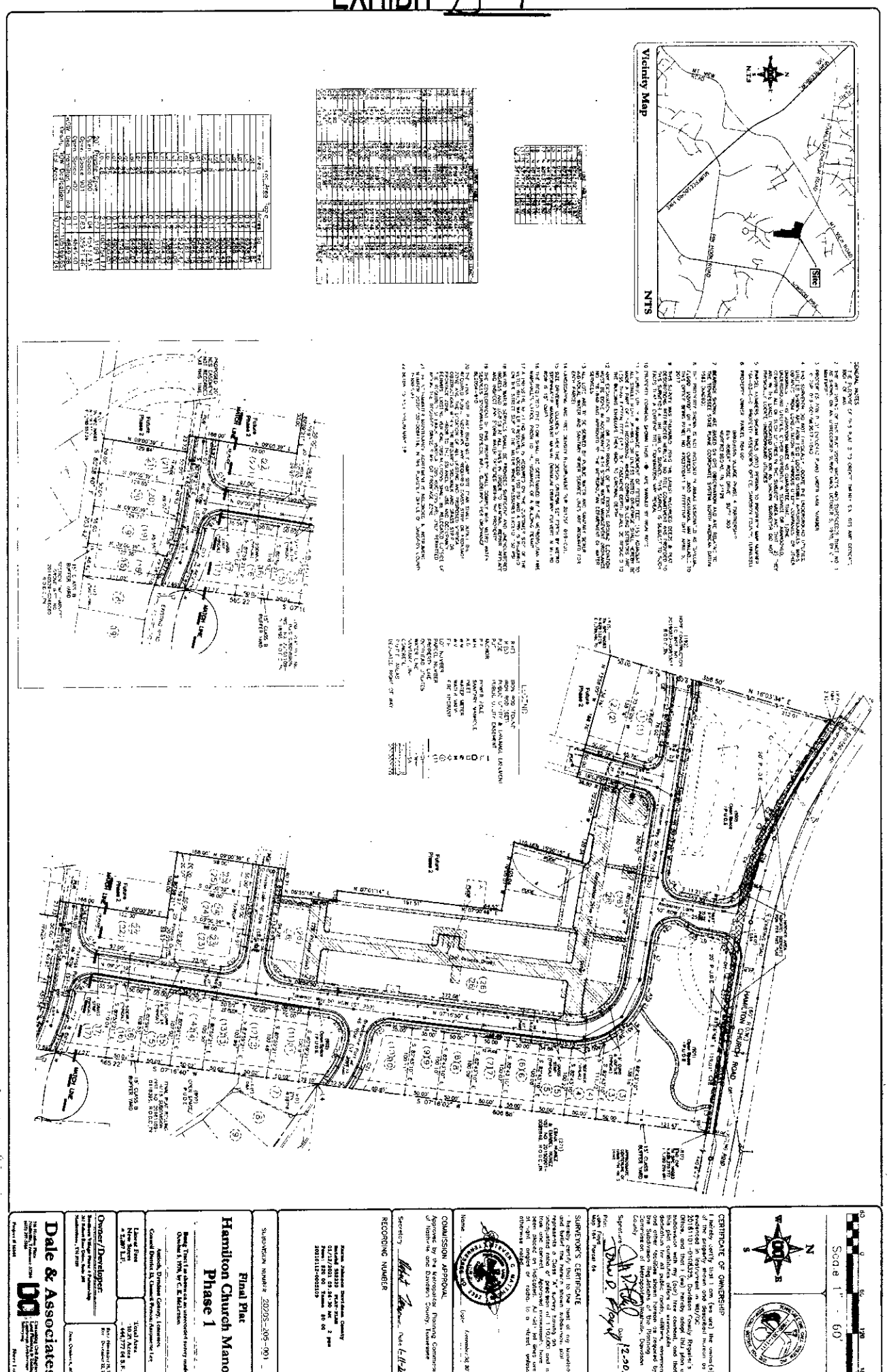
Thence with a curve turning to the left with an arc length of 331.23 feet, with a radius of 746.20 feet, with a chord bearing of S 66°57'49" E, with a chord length of 328.52 feet to an iron rod set;

Thence, S 79°40'49" E, a distance of 303.53 feet to the point of beginning of herein described land, having an area of 885,954.36 square feet or 20.339 acres of land more or less;

This description was prepared by Steven C. Matthews, Tennessee Registered Land Surveyor Number 2352, on November 11, 2020 and is based on survey work conducted by Dale and Associates, under project number 16144.1;

Being the same land conveyed to Bradburn Village Phase 4 Partnership, a Tennessee general partnership, by Warranty Deed, dated October 31, 2018, from Aycock Penny, LLC, a Tennessee limited liability company of recorded in Instrument Number 20181101-0108325, in the Register's Office for Davidson County, Tennessee;

EXHIBIT A-1


Vicinity Map
NTS
Site
Hamilton Church Road
Old Hickory Boulevard
Hobson Pike
Hamilton Church Road
Final Plat
Hamilton Church Manor
Phase 1
Dale & Associates
SUBDIVISION NUMBER 2005-205-001
SURVEYOR'S CERTIFICATE
COMMISSION APPROVAL
RECORDING NUMBER
CERTIFICATE OF OWNERSHIP
Scale 1" = 60'
Owner/Developer

I, Robert Leeman, do hereby make oath that I am 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.

Signed and sworn to this 9th day of Sept, 2020

Robert Leeman
Signature

Deputy Director, Metro Planning Dept.

State of TN

County of DAVIDSON

Personally appeared to me, Amy Rooker, a notary public for this county and state, Davidson Co, TN, who acknowledges that this certification of an electronic document is true and correct and whose signature I have witnessed.

Witness my hand and official seal office in Nashville, TN, this 9th day of Sept, 2020

Amy V. Rooker
State of Tennessee Notary Republic
Davidson County

Notary's signature Amy Rooker

MY COMMISSION EXPIRES: 07/09/2022

Notary's seal (if on paper)

Owner:	Bradburn Village Phase 4 Partnership
Address:	3461 Hamilton Church Rd. Davidson Co., Nashville, TN 37013
	Tax Map 164, Parcel 64
Date:	December 8, 2020
DA Job number:	16144

This drawing should not be represented to be a land survey. This drawing should not be relied upon for the construction of fences or establishing the exact location of property lines.

No corners were set or reset at the time of this inspection.

This site has not been field ran by a survey crew. Boundaries are approximate.



12/8/20

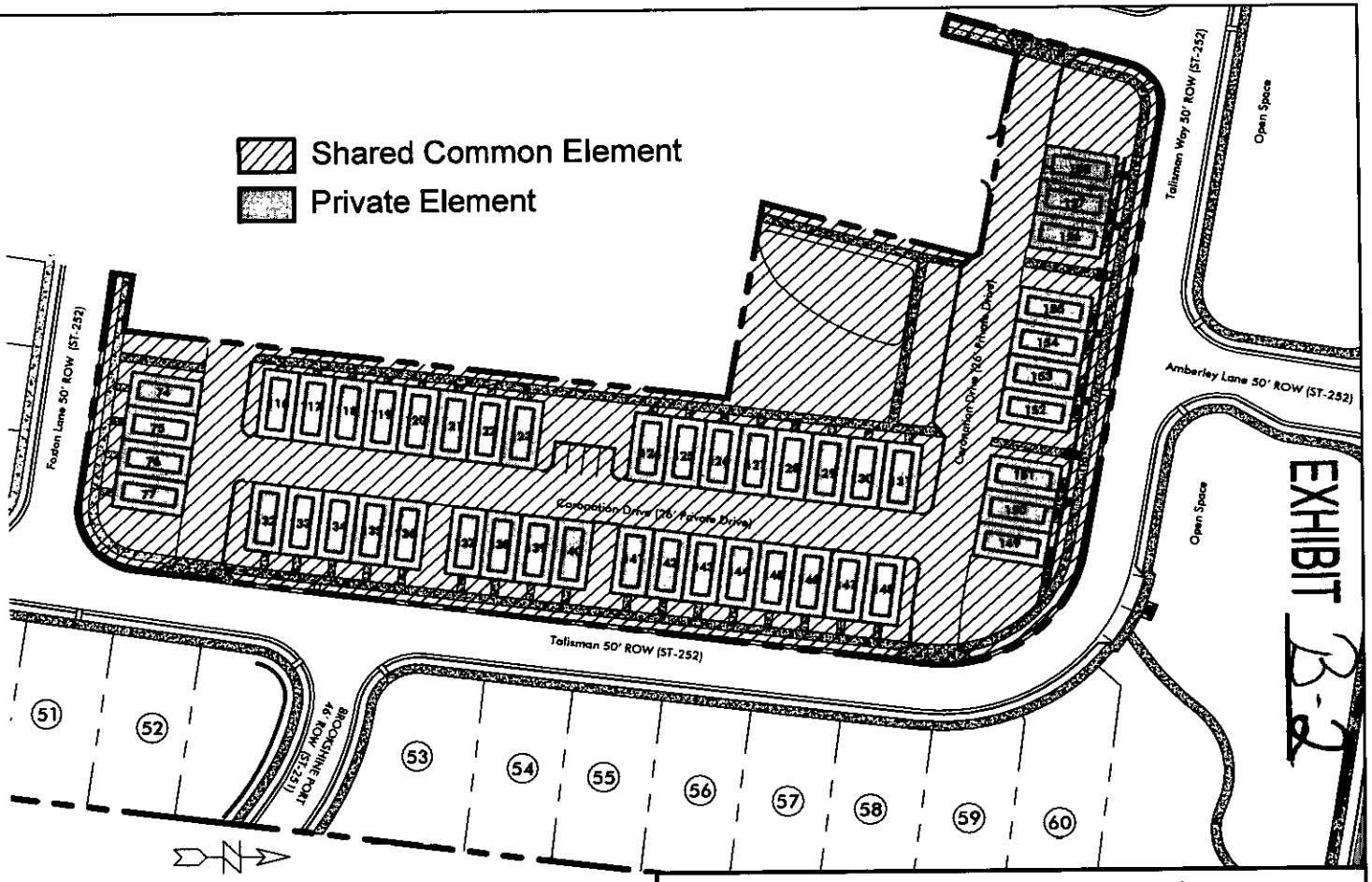


EXHIBIT B-2

80 0 80 160

Scale 1" = 80'

HAMILTON CHURCH MANOR - PHASE 1
HORIZONTAL PROPERTY REGIME
WITH PRIVATE ELEMENTS

Dale & Associates

Consulting Civil Engineering/Land Planning & Zoning
Landscape Architecture/Surveying

516 Heather Place Nashville, Tn 37204 (615) 297-5166

- FOR ADDITIONAL NOTES SEE GENERAL NOTES ON TITLE SHEET AND DETAILS.
- WINDOW HEAD HEIGHTS
  1ST FLOOR = 8'-0" U.N.O. ON ELEVATIONS.
  2ND FLOOR = 8'-0" U.N.O. ON ELEVATIONS
  3RD FLOOR = 8'-0" U.N.O. ON ELEVATIONS.
- ALL DIMENSIONS TO WINDOWS AND DOORS ARE TO CENTERLINE.

WALL LEGEND:

FULL HEIGHT 2X4 WOOD STUD PARTITION	FULL HEIGHT 2X6 WOOD STUD PARTITION
BRICK STONE VENEER	STUD WALL BELOW HEIGHT AND STUD SIZE AS NOTED
LOW GYPSUM BOARD WALL HEIGHT AND STUD SIZE AS NOTED	DRYWALL OPENING HEIGHT AS NOTED ON PLAN

KEY NOTES: IRC

FIRE PROTECTION

1. HOUSE TO GARAGE FIRE SEPARATION. GARAGE/HOUSE SEPARATION AT VERTICAL SURFACES SHALL BE PROTECTED WITH ONE (1) LAYER 1/2" GYPSUM BOARD. (PER IRC SECTION R302.6)
   GARAGE/HOUSE SEPARATION AT HORIZONTAL SURFACES SHALL BE PROTECTED WITH ONE (1) LAYER 5/8" TYPE 'X' GYPSUM BOARD. (PER IRC SECTION R302.6)
2. HOUSE TO GARAGE DOOR SEPARATION. PROVIDE 1-3/8" SOLID CORE DOOR OR APPROVED 20 MINUTE RATED DOOR. (PER IRC SECTION R302.5.1)
3. BENEATH STAIRS AND LANDINGS, 1/2" GYPSUM BOARD ON WALLS AND CEILING OF ENCLOSED ACCESSIBLE AREAS. (PER IRC SECTION R302.7)

MEP'S

4. FOR THE USE OF EXPOSED GAS WATER HEATERS IN THE GARAGE, INSTALL THE WATER HEATER PER DETAILS AND PROVIDE A 18" HIGH PLATFORM PER GM04 3 PROTECT THE GAS APPLIANCE FROM MOTOR VEHICLE IMPACT PROTECTION PER IRC 312.1.
5. RAU 8'X6' PLATFORM. VERIFY WITH TRUSS MANUFACTURER. (6'-0" MIN. CLEAR HEIGHT TO HORIZONTAL MEMBERS 2"X6" OVER 2"X4" BOTTOM CHORD. OF TRUSS. VERIFY W/ TRUSSES.)
6. A/C CONDENSER PAD. (VERIFY)
7. PRE-FABRICATED METAL FIREPLACE. INSTALL PER MANUFACTURER'S WRITTEN INSTRUCTIONS.
8. ATTIC ACCESS LARGE ENOUGH TO REMOVE LARGEST PIECE OF EQUIPMENT BUT NOT LESS THAN 30"X22". FIRE RATED ACCESS AS NOTED. (PER IRC SECTION M1305.1.3) ATTIC ACCESS LADDER. VERIFY LOCATION AND SIZE WITH TRUSSES. (25 1/2" X 54" SIZE.)

TYPICALS.

9. TEMPERED SAFETY GLASS. (PER IRC SECTION R308.4)
10. PLYWOOD SHELF ABOVE WITH DRYWALL FINISH OVER. HEIGHT AS NOTED.
11. HALF WALL. HEIGHT AS NOTED.
12. INTERIOR SOFFITS. FFL = 9'-1" U.N.O. SFL = 7'-6" U.N.O.

BATHS.

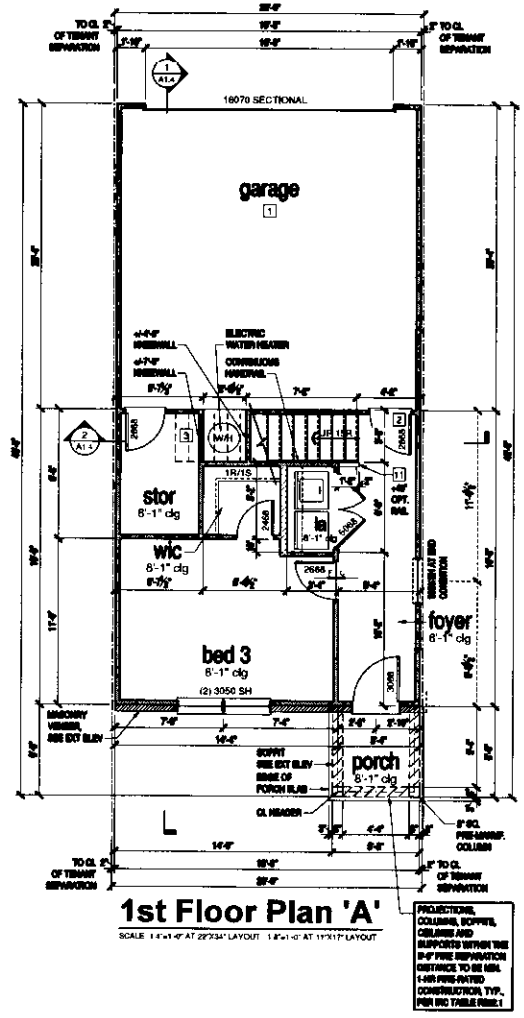
13. SHOWER TEMPERED GLASS ENCLOSURE
14. TUB-SHOWER COMBO TEMPERED GLASS ENCLOSURE.
15. CERAMIC TILE SHOWER AND FLOOR TEMPERED GLASS ENCLOSURE
16. ACRYLIC TUB W/ CERAMIC PLATFORM

KITCHEN

17. 30" SLIDE-IN ELECTRICAL RANGE W/ HOOD AND MICRO ABV. VENT PER MANUFACTURER'S WRITTEN INSTRUCTIONS
18. 30" GAS COOKTOP AND HOOD VENT PER MANUFACTURER'S WRITTEN INSTRUCTIONS
19. ELECTRIC OVEN WITH MICROWAVE OVEN.

8'-1" STAIR NOTE:
(USE 14" TO WITH 84" PLYWOOD SUBFLOOR)
14 TREADS AT 10" EACH VERIFY
15 RISERS AT = - 7.45" = 111 3/4" TOTAL RISE VERIFY

9'-1" STAIR NOTE:
(USE 14" TO WITH 108" PLYWOOD SUBFLOOR)
15 TREADS AT 10" EACH VERIFY
16 RISERS AT = - 7.73" = 120.75" TOTAL RISE VERIFY



1st Floor Plan 'A'

SCALE 1/4"=1'-0" AT 22"X34" LAYOUT 1/8"=1'-0" AT 11"X17" LAYOUT

gmd design group of georgia
ATLANTA, GEORGIA LOCATION
1545 SATELLITE BLVD
SUITE 550
DULUTH, GA. 30097
PHONE 770-375-7351

THESE PLANS AND SPECIFICATIONS ARE PROTECTED UNDER FEDERAL COPYRIGHT LAWS. © GMD DESIGN GROUP OF GEORGIA, INC. MAINTAINING OWNERSHIP OF SUCH AND ALL RIGHTS AND PRIVILEGES.

NO.	DATE	REVISION
1	08.18.20	FIRST SUBMITTAL

PROFESSIONAL SEAL

ARLENE E. BOJUAN
REGISTERED ARCHITECT
STATE OF TENNESSEE
08.18.20

PROJECT TITLE
Hamilton Church TH's
NASHVILLE DIVISION
RYLEE

CLIENT NAME
CENTURY COMMUNITIES

PROJECT NO GMD-GA19038

SHEET TITLE
RYLEE
1st FLOOR PLAN

PRINT DATE
June 02, 2020

SHEET NO
A1.1

- FOR ADDITIONAL NOTES SEE GENERAL NOTES ON TITLE SHEET AND DETAILS.
- WINDOW HEAD HEIGHTS
  1ST FLOOR = 8'-0" U.N.O. ON ELEVATIONS.
  2ND FLOOR = 8'-0" U.N.O. ON ELEVATIONS
  3RD FLOOR = 8'-0" U.N.O. ON ELEVATIONS.
- ALL DIMENSIONS TO WINDOWS AND DOORS ARE TO CENTERLINE.

WALL LEGEND:

FULL HEIGHT 2X4 WOOD STUD PARTITION

FULL HEIGHT 2X6 WOOD STUD PARTITION

BRICK - STONE VENEER

STUD WALL BELOW HEIGHT AND STUD SIZE AS NOTED

LOW GYPSUM BOARD WALL HEIGHT AND STUD SIZE AS NOTED

DRYWALL OPENING, HEIGHT AS NOTED ON PLAN.

KEY NOTES: IRC

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   GARAGE HOUSE SEPARATION AT HORIZONTAL SURFACES SHALL BE PROTECTED WITH ONE (1) LAYER 5/8" TYPE 'X' GYPSUM BOARD. (PER IRC SECTION R302.6)
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3. BENEATH STAIRS AND LANDINGS 1/2" GYPSUM BOARD ON WALLS AND CEILING OF ENCLOSED ACCESSIBLE AREAS. (PER IRC SECTION R302.7)

MEP'S

4. FOR THE USE OF EXPOSED GAS WATER HEATERS IN THE GARAGE INSTALL THE WATER HEATER PER CODES PER P2801.8, 30" HIGH PLATFORM PER G2408.3 PROTECT THE GAS APPLIANCE FROM MOTOR VEHICLE IMPACT PROTECTION PER IRC 312.1
5. FAU R/A PLATFORM. VERIFY WITH TRUSS MANUFACTURER. (6'-8" MIN. CLEAR HEIGHT TO HORIZONTAL MEMBERS 2"X6" OVER 2"X4" BOTTOM CHORD OF TRUSS. VERIFY W. TRUSSES.)
6. A.C. CONDENSER PAD. (VERIFY)
7. PRE-FABRICATED METAL FIREPLACE. INSTALL PER MANUFACTURER'S WRITTEN INSTRUCTIONS
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9. TEMPERED SAFETY GLASS. (PER IRC SECTION R308.4.)
10. PLYWOOD SHELF ABOVE WITH DRYWALL FINISH OVER. HEIGHT AS NOTED
11. HALF WALL, HEIGHT AS NOTED
12. INTERIOR SOFFITS FFL = 8'-1" U.N.O. SFL = 7'-6" U.N.O

BATHS

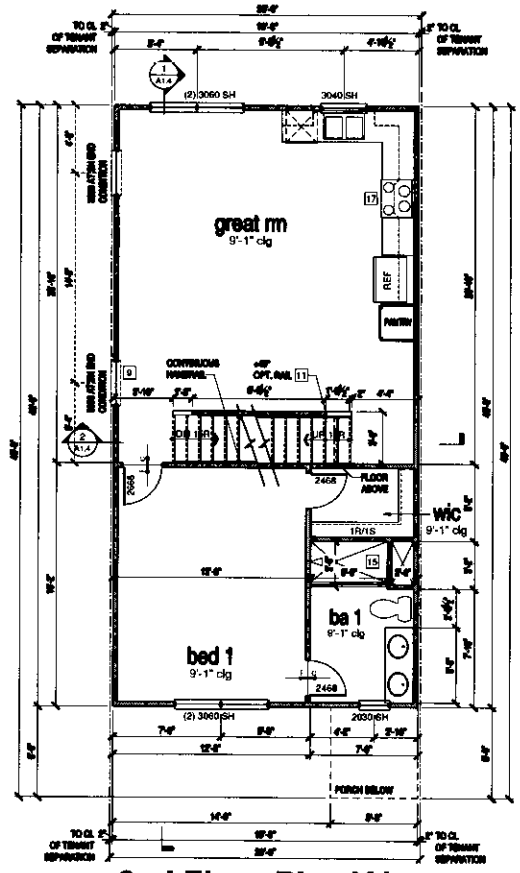
13. SHOWER TEMPERED GLASS ENCLOSURE
14. TUB-SHOWER COMBO TEMPERED GLASS ENCLOSURE
15. CERAMIC TILE SHOWER AND FLOOR TEMPERED GLASS ENCLOSURE.
16. ACRYLIC TUB W. CERAMIC PLATFORM

KITCHEN

17. 30" SLIDE-IN ELECTRICAL RANGE W. HOOD AND MICRO ABV VENT PER MANUFACTURER'S WRITTEN INSTRUCTIONS
18. 36" GAS COOKTOP AND HOOD. VENT PER MANUFACTURER'S WRITTEN INSTRUCTIONS.
19. ELECTRIC OVEN WITH MICROWAVE OVEN

8'-1" STAIR NOTE:
(USE 36" T.S WITH 30" PLYWOOD SUBFLOOR)
14 TREADS AT 10" EACH VERIFY
15 RISERS AT +- 7.45" = 111 3/4" TOTAL RISE VERIFY

9'-1" STAIR NOTE:
(USE 36" T.S WITH 30" PLYWOOD SUBFLOOR)
15 TREADS AT 10" EACH VERIFY
14 RISERS AT +- 7.73" = 123.75" TOTAL RISE VERIFY



2nd Floor Plan 'A'

SCALE: 1/4"=1'-0" AT 22"X34" LAYOUT 1/8"=1'-0" AT 11"X17" LAYOUT

gmd design group of georgia
ATLANTA, GEORGIA LOCATION
1946 SATELLITE BLVD
SUITE 650
DULUTH, GA. 30097
PHONE: 770-375-7351

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NO	DATE	REVISION
1	06.08.20	FIRST SUBMITTAL

PROFESSIONAL SEAL

08.18.20

PROJECT TITLE

Hamilton Church TH's

NASHVILLE DIVISION

RYLEE

CLIENTS NAME

CENTURY COMMUNITIES

PROJECT NO. GMD-GA19038

SHEET TITLE

RYLEE

2nd FLOOR PLAN

PRINT DATE

June 02, 2020

SHEET NO.

A1.2

- FOR ADDITIONAL NOTES SEE GENERAL NOTES ON TITLE SHEET AND DETAILS.
- WINDOW HEAD HEIGHTS:
  1ST FLOOR = 8'-0" U.N.O. ON ELEVATIONS.
  2ND FLOOR = 8'-0" U.N.O. ON ELEVATIONS
  3RD FLOOR = 8'-0" U.N.O. ON ELEVATIONS.
- ALL DIMENSIONS TO WINDOWS AND DOORS ARE TO CENTERLINE

WALL LEGEND:

FULL HEIGHT 2X4 WOOD STUD PARTITION	FULL HEIGHT 2X6 WOOD STUD PARTITION
BRICK / STONE VENEER	STUD WALL BELOW HEIGHT AND STUD SIZE AS NOTED
LOW GYPSUM BOARD WALL HEIGHT AND STUD SIZE AS NOTED	DRYWALL OPENING HEIGHT AS NOTED ON PLAN

KEY NOTES: IRC

FIRE PROTECTION

1. HOUSE TO GARAGE FIRE SEPARATION. GARAGE HOUSE SEPARATION AT VERTICAL SURFACES SHALL BE PROTECTED WITH ONE (1) LAYER 1/2" GYPSUM BOARD (PER IRC SECTION R302.6)
   GARAGE HOUSE SEPARATION AT HORIZONTAL SURFACES SHALL BE PROTECTED WITH ONE (1) LAYER 5/8" TYPE 'X' GYPSUM BOARD. (PER IRC SECTION R302.6)
2. HOUSE TO GARAGE DOOR SEPARATION. PROVIDE 1-3/8" SOLID CORE DOOR OR APPROVED 20 MINUTE RATED DOOR. (PER IRC SECTION R302.5, 8.1)
3. BENEATH STAIRS AND LANDINGS. 1/2" GYPSUM BOARD ON WALLS AND CEILING OF ENCLOSED ACCESSIBLE AREAS. (PER IRC SECTION R302.7)

MEP'S

4. FOR THE USE OF EXPOSED GAS WATER HEATERS IN THE GARAGE, INSTALL THE WATER HEATER PER G2406.2 AND ITEM A. 18" MIN PLATFORM. PER G2408.3 PROTECT THE GAS APPLIANCE FROM MOTOR VEHICLE IMPACT PROTECTION PER IFC 312.1
5. FAU 8"X4" PLATFORM. VERIFY WITH TRUSS MANUFACTURER. (6"-8" MIN. CLEAR HEIGHT TO HORIZONTAL MEMBERS. 2"X6" OVER 2"X4" BOTTOM CHORD, OF TRUSS. VERIFY W TRUSSES.)
6. A/C CONDENSER PAD. (VERIFY)
7. PRE-FABRICATED METAL FIRE PLACE. INSTALL PER MANUFACTURER'S WRITTEN INSTRUCTIONS.
8. ATTIC ACCESS LARGE ENOUGH TO REMOVE LARGEST PIECE OF EQUIPMENT BUT NOT LESS THAN 30"x22". FIRE RATED ACCESS AS NOTED. (PER IRC SECTION M1305.1.3) ATTIC ACCESS LADDER. VERIFY LOCATION AND SIZE WITH TRUSSES. (25 1/2" X 54" SIZE.)

TYPICALS

9. TEMPERED SAFETY GLASS. (PER IRC SECTION R308.4)
10. PLYWOOD SHELF ABOVE WITH DRYWALL FINISH OVER. HEIGHT AS NOTED
11. HALF WALL. HEIGHT AS NOTED
12. INTERIOR SOFFITS. FFL = 8'-1" U.N.O. SFL = 7'-6" U.N.O.

BATHS

13. SHOWER,TEMPERED GLASS ENCLOSURE
14. TUB-SHOWER COMBO TEMPERED GLASS ENCLOSURE
15. CERAMIC TILE SHOWER AND FLOOR,TEMPERED GLASS ENCLOSURE
16. ACRYLIC TUB W/ CERAMIC PLATFORM

KITCHEN

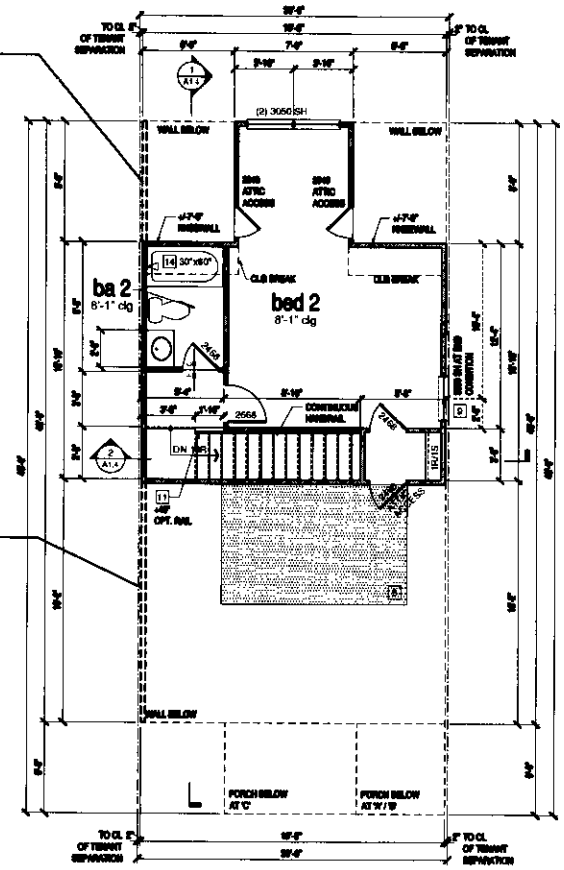
17. 30" SLIDE-IN ELECTRICAL RANGE W. HOOD AND MICRO ABV. VENT PER MANUFACTURER'S WRITTEN INSTRUCTIONS
18. 30" GAS COOKTOP AND HOOD. VENT PER MANUFACTURER'S WRITTEN INSTRUCTIONS
19. ELECTRIC OVEN WITH MICROWAVE OVEN.

8'-1" STAIR NOTE:
ADD 10" T.O TOP W/ 3/4" PLYWOOD SUBFLOOR
14 TREADS AT 10" EACH VERIFY
15 RISERS AT +- 7.65" = 111 3/4" TOTAL RISE VERIFY

9'-1" STAIR NOTE:
ADD 10" T.O TOP W/ 3/4" PLYWOOD SUBFLOOR
15 TREADS AT 10" EACH VERIFY
16 RISERS AT +- 7.75" = 123.75" TOTAL RISE VERIFY

EXTEND WALL TO LINE OF ADJACENT UNITS SECOND FLOOR, TO ALLOW CONTINUATION OF DWELLING SEPARATION 2 HOUR WALL. REFER TO BUILDING COMPOSITE 3RD FLOOR PLAN.

EXTEND WALL TO LINE OF ADJACENT UNITS SECOND FLOOR, TO ALLOW CONTINUATION OF DWELLING SEPARATION 2 HOUR WALL. REFER TO BUILDING COMPOSITE 3RD FLOOR PLAN.



3rd Floor Plan

SCALE: 1/4"=1'-0" AT 22"X34" LAYOUT 1/8"=1'-0" AT 11"X17" LAYOUT

gmd design group of georgia
ATLANTA, GEORGIA LOCATION
1945 SATELLITE BLVD
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NO	DATE	REVISION
1	05.04.20	PERMIT SUBMITTAL

PROFESSIONAL SEAL
KENNETH EDDY HOUSTON
REGISTERED ARCHITECT
STATE OF TENNESSEE
08.15.20

PROJECT TITLE
Hamilton Church TH's
NASHVILLE DIVISION
RYLEE

CLIENT'S NAME
CENTURY COMMUNITIES

PROJECT NO: GMD-GA19038

SHEET TITLE
RYLEE
3rd FLOOR PLAN

PRINT DATE
June 02, 2020

SHEET NO:
A1.3

Exhibit C-1

ARTICLES OF INCORPORATION
OF
HAMILTON CHURCH MANOR OWNERS ASSOCIATION, INC.

In compliance with the requirements of the Tennessee Nonprofit Corporation Act (the "Act"), the undersigned, having the capacity to contract and acting as the incorporator of a non-profit property owners association under the Act, adopts the following Charter for such association:

Article I
NAME

The name of the corporation is Hamilton Church Manor Owners Association, Inc., hereunder called the "Association".

Article II
MUTUAL BENEFIT CORPORATION

The Association is a mutual benefit corporation.

Article III
INITIAL REGISTERED OFFICE

The street address, county, and zip code of the Association's initial registered office is: Hamilton Church Manor Owners Association, Inc. c/o Synergy Real Estate Group, 179 Belle Forest Circle, Suite 302, Nashville, TN 37221, Attn: Brian Krebs, as may be relocated from time to time. The name of the initial registered agent of the Association is Brian Krebs, who may be located at the registered office.

Article IV
INCORPORATOR

The name, address, and zip code of each incorporator is: Century Communities of Tennessee, LLC, 2630 Elm Hill Pike, Suite 110 Nashville, TN 37214.

Article V
PRINCIPAL OFFICE

The street address and zip code of the principal office of the Association is: Hamilton Church Manor Owners Association, Inc. c/o Synergy Real Estate Group, 179 Belle Forest Circle, Suite 302, Nashville, TN 37221, Attn: Brian Krebs.

Article VI
NON-PROFIT CORPORATION

The Association is non-profit.

Article VII
PURPOSE AND POWERS

This Association does not contemplate pecuniary gain or profit to the members thereof. The purpose for which the Association is organized is to maintain the common facilities of the Hamilton Church Manor subdivision in Davidson County, Tennessee and perform all duties and functions of the Hamilton Church Manor Owners Association, as described in the Declaration of Protective Covenants, Conditions, and Restrictions for Hamilton Church Manor recorded in the Register's Office for Davidson County, Tennessee, hereinafter called the "Declaration" and any additions and amendments thereto as may hereafter be brought within the jurisdiction of the Association, and for this purpose to:

1. Exercise all of the powers, rights, and privileges and to perform all of the duties and obligations of the Association as set forth in the Declaration, as the same may be amended from time to time as therein provided.

2. Fix, levy, collect, and enforce payment by any lawful means, all charges or assessments pursuant to the terms of the Declaration; to pay all expenses in connection therewith and all office and other expenses incident to the conduct of the business of the Association, including all licenses, taxes, or governmental charges levied or imposed against the property of the Association.

3. 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 connection with the affairs of the Association.

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

5. Have and to exercise any and all powers, rights, and privileges which a corporation organized under the Act by law may now or hereafter have or exercise.

6. Except for those amendments which the Tennessee Non-Profit Corporation Act expressly permits to be made by the Directors of the Association, any amendment to these Articles of Incorporation of the Association to be adopted must be approved by the affirmative Vote of not less than fifty percent (50%) of the members present at a duly called meeting of the Association or the affirmative written consent of

such percentage of the members at which a quorum is present unless a higher percentage vote is required elsewhere in the Declaration.

Article VIII
MEMBERSHIP

The Association will have members. Every person or entity who is a record owner of a fee or undivided fee interest in any Lot which is subject to assessment by the Association, shall be a member of the Association. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of any obligation. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment by the Association.

Article IX
BOARD OF DIRECTORS

The affairs of this Association shall be managed by a Board of Directors. The number of directors and the method of electing the same shall be provided in the By-Laws of the Association.

As provided in Tennessee Code Annotated Section 48-58-501 *et seq.*, all directors and officers of the Association shall be immune from suit and no present or former director or officer of the Association shall have any personal liability to the Association or its members for monetary damages arising from the conduct of the affairs of the Association, except when such conduct amounts to willful, wanton, or gross negligence. The Association shall indemnify all current and former directors and officers of the Association to the maximum extent allowed by law, including, without limitation, advancing expenses pursuant to Tennessee Code Annotated Section 48-58-504, for any and all claims brought against such persons in connection with their actions or inactions in their official capacity as directors and officers of the Association.

Article X
DISSOLUTION

The Association may be dissolved with the assent given in writing and signed by not less than sixty-seven (67%) of all the members of the Association. Upon dissolution of the Association, other than incident to a merger or consolidation, the assets of the Association shall be distributed to the Members.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, for the purpose of forming this Association under the laws of the State of Tennessee, the undersigned, being the incorporator of this non-profit, mutual benefit Corporation, has executed these Articles of Incorporation the 16TH day of NOVEMBER, 2020.

INCORPORATOR:

Century Communities of Tennessee, LLC,
a Delaware Limited Liability Company

By: _____

Print Name: JOHN HENNEBERY

Its: Division President

Exhibit C-2

ARTICLES OF INCORPORATION
OF
HAMILTON CHURCH MANOR TOWNHOUSES OWNERS ASSOCIATION, INC.

In compliance with the requirements of the Tennessee Nonprofit Corporation Act (the "Act"), the undersigned, having the capacity to contract and acting as the incorporator of a non-profit property owners association under the Act, adopts the following Charter for such association:

Article I
NAME

The name of the corporation is Hamilton Church Manor Townhouses Owners Association, Inc., hereunder called the "Association".

Article II
MUTUAL BENEFIT CORPORATION

The Association is a mutual benefit corporation.

Article III
INITIAL REGISTERED OFFICE

The street address, county, and zip code of the Association's initial registered office is: Hamilton Church Manor Townhouses Owners Association, Inc. c/o Synergy Real Estate Group, 179 Belle Forest Circle, Suite 302, Nashville, TN 37221, Attn: Brian Krebs, as may be relocated from time to time. The name of the initial registered agent of the Association is Brian Krebs, who may be located at the registered office.

Article IV
INCORPORATOR

The name, address, and zip code of each incorporator is: Century Communities of Tennessee, LLC, 2630 Elm Hill Pike, Suite 110 Nashville, TN 37214.

Article V
PRINCIPAL OFFICE

The street address and zip code of the principal office of the Association is: Hamilton Church Manor Owners Association, Inc. c/o Synergy Real Estate Group, 179 Belle Forest Circle, Suite 302, Nashville, TN 37221, Attn: Brian Krebs.

Article VI
NON-PROFIT CORPORATION

The Association is non-profit.

Article VII
PURPOSE AND POWERS

This Association does not contemplate pecuniary gain or profit to the members thereof. The purpose for which the Association is organized is to maintain the common facilities of the Hamilton Church Manor Townhouses subdivision in Davidson County, Tennessee and perform all duties and functions of the Hamilton Church Manor Townhouses Owners Association, as described in the Declaration of Protective Covenants, Conditions, and Restrictions for Hamilton Church Manor Townhouses recorded in the Register's Office for Davidson County, Tennessee, hereinafter called the "Declaration" and any additions and amendments thereto as may hereafter be brought within the jurisdiction of the Association, and for this purpose to:

1. Exercise all of the powers, rights, and privileges and to perform all of the duties and obligations of the Association as set forth in the Declaration, as the same may be amended from time to time as therein provided.

2. Fix, levy, collect, and enforce payment by any lawful means, all charges or assessments pursuant to the terms of the Declaration; to pay all expenses in connection therewith and all office and other expenses incident to the conduct of the business of the Association, including all licenses, taxes, or governmental charges levied or imposed against the property of the Association.

3. 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 connection with the affairs of the Association.

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

5. Have and to exercise any and all powers, rights, and privileges which a corporation organized under the Act by law may now or hereafter have or exercise.

6. Except for those amendments which the Tennessee Non-Profit Corporation Act expressly permits to be made by the Directors of the Association, any amendment to these Articles of Incorporation of the Association to be adopted must be approved by the affirmative Vote of not less than fifty percent (50%) of the members present at a duly called meeting of the Association or the affirmative written consent of such percentage of the members at which a quorum is present unless a higher percentage vote is required elsewhere in the Declaration.

Article VIII
MEMBERSHIP

The Association will have members. Every person or entity who is a record owner of a fee or undivided fee interest in any Unit which is subject to assessment by the Association, shall be a member of the Association. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of any obligation. Membership shall be appurtenant to and may not be separated from ownership of any Unit which is subject to assessment by the Association.

Article IX
BOARD OF DIRECTORS

The affairs of this Association shall be managed by a Board of Directors. The number of directors and the method of electing the same shall be provided in the By-Laws of the Association.

As provided in Tennessee Code Annotated Section 48-58-501 *et seq.*, all directors and officers of the Association shall be immune from suit and no present or former director or officer of the Association shall have any personal liability to the Association or its members for monetary damages arising from the conduct of the affairs of the Association, except when such conduct amounts to willful, wanton, or gross negligence. The Association shall indemnify all current and former directors and officers of the Association to the maximum extent allowed by law, including, without limitation, advancing expenses pursuant to Tennessee Code Annotated Section 48-58-504, for any and all claims brought against such persons in connection with their actions or inactions in their official capacity as directors and officers of the Association.

Article X
DISSOLUTION

The Association may be dissolved with the assent given in writing and signed by not less than sixty-seven (67%) of all the members of the Association. Upon dissolution of the Association, other than incident to a merger or consolidation, the assets of the Association shall be distributed to the Members.

[*Remainder of Page Intentionally Left Blank*]

IN WITNESS WHEREOF, for the purpose of forming this Association under the laws of the State of Tennessee, the undersigned, being the incorporator of this non-profit, mutual benefit Corporation, has executed these Articles of Incorporation the 16TH day of NOVEMBER, 20 20.

INCORPORATOR:

Century Communities of Tennessee, LLC, a Delaware Limited Liability Company

By: _____

Print Name: JOHN HENNEBERY

Its: Division President

Exhibit D-1

BY-LAWS OF HAMILTON CHURCH MANOR OWNERS ASSOCIATION, INC.

Article I
DEFINITIONS

The words defined in the Declaration of Covenants, Conditions, and Restrictions for Hamilton Church Manor and for Hamilton Church Manor Townhouses of Record in the Register's Office for Davidson County, Tennessee shall have the same meaning herein.

Article II
NAME AND OFFICES

1. **Name**. The name of the Association for all of the Owners of a Lot or Lots and/or a Unit or Units within the Development Property shall be Hamilton Church Manor Owners Association, Inc.

2. **Registered Office and Agent**. The street address, county, and zip code of the Association's initial registered office is: c/o Synergy Real Estate Group, 179 Belle Forest Circle, Suite 302, Nashville, TN 37221, Attn: Brian Krebs, as may be relocated from time to time. The name of the initial registered agent of the Association is Brian Krebs, who may be located at the registered office, as may be relocated from time to time.

3. **Other Offices**. The Association may also have offices at such other places both within and outside the State of Tennessee as the Board may from time to time determine or the business of the Association may require.

Article III
MEMBERS AND MEMBERSHIP PRIVILEGES

1. **Eligibility and Membership**. The Members of the Association shall consist of the Owners of the Lots and the Units within the Development Property. If an Owner is a trust, then the Member shall be a beneficiary of such trust; and if an Owner or such a beneficiary is a corporation or partnership, the Member may be an officer, partner, or employee of such Owner or beneficiary. No Member shall be required to pay any consideration whatsoever solely for membership in the Association.

2. **Succession**. The membership of each Owner shall terminate when he ceases to be an Owner, and upon the sale, transfer, or other disposition of his ownership interest in the Development Property, his membership in the Association shall automatically be transferred to the new Owner succeeding to such ownership interest.

Article IV

MEETINGS OF MEMBERS

1. **Annual Meetings**. The first regular annual meeting of the Members may be held, subject to the terms hereof on any day, at the option of the Board; provided, however, that the first annual meeting shall be held not later than sixty (60) after the expiration of the Appointment Period under the Declaration or such earlier date if necessary to comply with applicable laws. Each subsequent regular annual meeting of the Members shall be held within twenty-five (25) days of the anniversary of the first regular annual meeting each year thereafter at such time as set by the Board.

2. **Special Meeting**. Following the Appointment Period, special meetings of the Members, for any purpose or purposes, may be called by the president, a majority of the Board, or by Members having not less than sixty-seven percent (67%) of the total Vote entitled to be cast at such meeting, except as otherwise required by Tennessee statute, the Declaration, or these By-Laws. Business transacted at all special meetings shall be confined to the business stated in the notice of such meeting. During the Appointment Period, special meetings of the Members, for any purpose or purposes, may only be called by the Declarant.

3. **Place and Time of Meetings**. Meetings of the Members of the Association may be held at a place and at such time to be determined by the Board within the County in which the Development Property is located.

4. **Notice**. By or at the direction of the Declarant, the president, the secretary, or the officer or Person authorized to call the meeting, written notice shall be sent to every Member of the Association by prepaid U.S. Mail, FedEx, UPS, or other reputable private carrier, or facsimile or electronic transmission to the address or other contact information provided to the Board by the Owner or in the event no separate address or other contact information has been provided, then by prepaid U.S. Mail or hand delivery to the Owner's Lot not less than ten (10) nor more than sixty (60) days prior to the date of such meeting. Said notice shall state the place, day, and hour of the meeting and in the case of a special meeting, the purpose(s) for which the meeting is called.

5. **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.

6. **Quorum**. The presence in person or by proxy of at least thirty percent (30%) of the Votes of the Members shall constitute a quorum at all meetings of the

Members for the transaction of business. If a quorum is not present and the meeting is adjourned as set forth herein, then at the subsequent meeting the required quorum shall be reduced to fifteen percent (15%) of the Votes of the Members.

7. **Majority Vote; Withdrawal of Quorum**. When a quorum is present at any meeting, the majority Vote of Members present, in person or by proxy, shall decide any question brought before such meeting, unless the question is one upon which by express provision of an applicable Tennessee statute, the Declaration, or these By-Laws, a different Vote is required, in which case such express provision shall govern and control the decision of such question.

8. **Method of Voting; Proxies**. Each Member shall be entitled to cast one (1) Vote each Lot or Unit owned by such Member as further provided in the Declaration. The Vote of each Member may only be cast by such Member or by a proxy duly executed and given by such Member to his authorized representative as set forth on such proxy. No proxy shall be valid for more than one meeting (unless otherwise stated on such proxy) and shall bear the signature of the Member making the proxy, the date of the meeting (or meetings) to which the proxy relates, and the name of the authorized representative to Vote on behalf of the Member. Such proxy may not be revoked except by actual written notice to the Person presiding over the meeting for which the proxy relates. Proxies shall be filed with the secretary prior to or at the time of the meeting. If title to any property ownership interest in a Lot or Unit of the Development Property entitling the Member to Voting rights as provided in the Declaration is in the name of two or more Persons as co-owners, all such Persons shall be Members of the Association and referred to herein as a "Joint Member." Any such Joint Member is entitled to one unanimous Vote per entitled Member as provided in the Declaration at any meeting of the Members of the Association, and such Vote shall be binding upon the Joint Member until written notice to the contrary has been received by the Board identifying the authorized manner in which the Joint Member's unanimous Vote is to be cast (in person or by proxy). In the event of disagreement among such Joint Member to cast a Vote, such Joint Member shall not be recognized, and such Vote shall not be counted.

9. **Conduct of Meetings**. The President shall preside over all meetings of the Association. The Secretary shall keep the minutes of the meeting and record in the official records of the Association all resolutions adopted at the meeting, as well as a record of all transactions occurring at the meeting.

10. **Action Taken Without a Meeting**. The Members shall have the right to take any action in the absence of a meeting which they could take at a meeting by obtaining the written consent of the number of members which would otherwise be required to approve such action. For instance, if an action required the approval of Members holding a majority of the total Voting rights of the members, then a writing signed by Members holding a majority of the total Voting rights of the Members would be effective as if such approval was given at a meeting duly called for such purpose. Any action so approved shall have the same effect as though taken at a properly called meeting of the Members.

Article V
BOARD OF DIRECTORS

1. **Board Authority and Number**. The affairs of the Association shall be managed by a Board of Directors. Except as may otherwise be required by applicable law, during the Appointment Period, the members of the Board, who need not be Members of the Association or the Townhouse Association, shall be appointed by the Declarant and shall serve at the pleasure of the Declarant. After the Appointment Period, the Board shall consist of five (5) directors each of whom must individually be a Member of the Association or the Townhouse Association or be the Declarant, its assignee or officer, agent, or representative thereof.

2. **Election**. After the Appointment Period, the election of the members of the Board to be elected for a particular year shall occur at the annual meeting of the Members. The election of the Board by the Owners shall be those Persons receiving the highest number of Votes with each Owner allowed one (1) Vote per Lot and/or Unit owned for as many candidates as are there are Directors being elected at a meeting of the Owners for such purpose at which a quorum is present; provided, however, the Board shall consist of not less than 60% Unit Owners and not less than 40% Lot Owners. For example, if the Board is comprised of 5 Directors, then 3 of the Directors must be Unit Owners and 2 must be Lot Owners. Accordingly, Owners receiving the highest number of Votes satisfying the required minimums shall be the Directors of the Board. Cumulative Voting is not permitted.

3. **Nomination**. Nomination for election to the Board shall be made by a Nominating Committee. Nomination may also be made from the floor at the annual meeting. The Nominating Committee shall consist of a Chairman who shall be a member of the Board and two or more Members of the Association or the Townhouse Association. The Nominating Committee shall be appointed by the Board prior to each annual meeting of the Members to serve from the close of such annual meeting until the close of the next annual meeting, and such appointment shall be announced at each annual meeting. The Nominating Committee shall make as many nominations for election to the Board as it shall in its discretion determine, but not less than the number of vacancies that are to be filled.

4. **Term of Office**. Directors shall be elected for terms of two (2) years or until their successor is elected. Provided, however, the initial Directors elected by the Members after the Appointment Period shall be grouped into two (2) separate classes so that approximately one-half of total number of initially elected Directors are up for re-election each year. Thus, as to such initial Directors elected by the Members, the one-half of the Directors (or the minority if there is an odd number of Directors) receiving the fewest number of Votes will serve for a one (1) year term, and the other one-half of the Directors (or the majority if there is an odd number of Directors) receiving the highest number of Votes will serve for a two (2) year term.

5. **Vacancies**. If any vacancy occurs in the Board, caused by death, removal from office, retirement, resignation or disqualification, a successor(s) shall be elected by majority vote of the remaining Directors for the unexpired term of his predecessor in office. Any Director who ceases to be a Member of the Association or the Townhouse Association during such Director's term in office shall cease being a Director effective with such change, and such Director's successor shall be selected by the remaining Members of the Board.

6. **Director Removal by Board Members**. Any Director may be removed from office with or without cause by the majority vote of the Directors, who shall elect a successor Director for the unexpired term of his predecessor in office by majority vote.

7. **Director Removal by Members**. Notwithstanding any provision to the contrary in the Declaration or these By-Laws, any member of the Board other than a member appointed by the Declarant may be removed with or without cause by a majority Vote of all the Members of the Association.

8. **Place of Meetings**. The Board shall hold their meetings, both regular and special, in the county in which the Development Property is located or such other location as may be selected by unanimous consent of the Directors then elected and serving. Regular meetings of the Board may be held without notice at such time and place as shall from time to time be determined by the Board.

9. **Special Meetings**. Special meetings of the Board may be called by the president or a majority of the Directors upon three (3) days written notice to each Director, either personally, by mail, by facsimile, or by other electronic transmittal. Except as may be otherwise expressly provided by Tennessee statute, the Declaration or these By-Laws, neither the business to be transacted nor the purpose of any special meeting need be specified in a notice or waiver of notice concerning the meeting.

10. **Quorum**. At all meetings of the Board, the presence of a majority of the Directors shall be necessary and sufficient to constitute a quorum for the transaction of business. The act of a majority of the Directors present at any such meeting at which there is a quorum shall be the act of the Board. If a quorum shall not be present at any meeting of the Board, the Directors present may adjourn the meeting by announcement at the meeting without notice until a quorum shall be present.

11. **Action Taken Without a Meeting**. The Directors shall have the right to take any action in the absence of a meeting which they could take at a meeting by obtaining the written approval of all the Directors. Any action so approved shall have the same effect as though taken at a meeting of the Directors.

12. **Compensation**. No Director shall receive compensation for any service he may render to the Association or the Townhouse Association. However, any Director may be reimbursed for his actual expenses incurred in the performance of his duties.

13. **Agents and Delegation of Powers**. Except as otherwise prohibited by statute, the Declaration or these By-Laws, the Board may delegate any of its powers to other Persons or Management Agent. Any such delegated powers shall be identified in writing maintained in the records of the Association.

Article VI
BOARD POWERS AND DUTIES

1. **Powers**. The Board shall have the following powers subject to the provisions of the Declaration:

a. Enforce the Declaration; and adopt, enforce, and amend Rules and Regulations and/or other Governing Documents governing the use of the Development Property and facilities and the personal conduct of Owners and their guests thereon; and establish penalties for the infraction thereof.

b. Elect and remove the officers of the Association and declare the office of a member of the Board to be vacant in the event such member shall be absent from three (3) consecutive regular meetings of the Board.

c. Open bank accounts on behalf of the Association and designate required signatories.

d. Make contracts and incur liabilities and borrow money for the purpose of repair or restoration of Common Areas that are the responsibility of the Association.

e. Regulate the use, maintenance, repair, replacement, or modification of Common Areas and formulate policies for administration, management, and operation of the Development Property and the Common Areas.

f. Cause additional Improvements to be made as a part of the Common Areas.

g. Grant easements, leases, licenses, and concessions through or over the Common Areas.

h. Appoint a Nominating Committee and any other desired committee of the Board and delegate to such committees the Board's authority to carry out certain duties of the Board or other such directives of the Board.

i. Assign the Association's right to future income, including the right to receive Assessments.

j. Exercise any other powers conferred by the Declaration and these By-Laws and exercise any other powers necessary and proper for the governance

and operation of the Association and the administration of the affairs of the Association and the Development Property.

k. Exercise all other powers that may be exercised in the State of Tennessee by legal entities of the same type as this Association.

2. Duties. The Board shall have the following Duties subject to the provisions of the Declaration of the Association and the Townhouse Association.

a. Adopt and amend budgets for revenues, expenditures, and reserves; send notice of Assessments and any other duly levied charges to Owners; collect Assessments and any other duly levied charges from Owners; and impose charges for late payment of Assessments or other duly levied charges.

b. Determine the fiscal year of the Association and change said fiscal year from time to time as the Board deems necessary or appropriate.

c. Hire and discharge managing agents and independent contractors, other employees, and agents; and supervise all officers, agents, and employees of the Association to see that their duties are properly performed.

d. Comply with the instructions expressed in resolutions duly adopted at any regular or special meeting of Owners at such meeting.

e. Acquire, hold, encumber, and convey in its own name any right, title, or interest to real or personal property.

f. Impose and receive any payments, fees, or charges for the use, rental, or operation of the Common Areas and for services provided to Owners.

g. Impose reasonable charges for the preparation and recordation of amendments to the Declaration or the production of Association information and/or documents.

h. Impose reasonable charges for services rendered in connection with the transfer of a Lot or a Unit.

i. Institute, defend, or intervene in litigation or administrative proceedings in its own name on behalf of itself or any two (2) or more Owners on matters affecting the Development Property. Foreclose the lien against any property for which Assessments or other duly levied charges are not paid or to bring an action at law against the Owner personally obligated to pay such amounts.

j. Provide for the indemnification of the Association's Officers and members of the Board and maintain liability insurance on such Directors and Officers.

k. Secure insurance policies as required or allowed by the Declaration, and in this regard, review the amounts of coverage afforded under such policies.

3. Non-Delegation. Nothing in these By-Laws shall be considered to grant to the Association, the Board or the officers of the Association any powers or duties which, by law, have been delegated to the Owners.

Article VII
OFFICERS

1. **Offices**. The officers of the Association shall be a president, a vice-president, a secretary, a treasurer, and such other officers as the Board may from time to time create.

2. **Election of Officers**. The election of officers shall take place at the first meeting of the Board following each annual meeting of the Members. The officers shall be elected by the Directors from among the members of the Board.

3. **Term**. The officers of the Association shall hold office for one (1) year unless he shall sooner resign, or shall be removed, or otherwise disqualified to serve.

4. **Special Appointments**. The Board may elect such other officers as the affairs of the Association and the Townhouse Association may require each of whom shall hold office for such period, have such authority, and perform such duties as the Board may, from time to time, determine.

5. **Resignation and Removal**. Any officer may be removed from office with or without cause by the affirmative vote of a majority of the Board. Any officer may resign at any time by giving written notice to the Board, the president, or the secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified in the notice, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

6. **Vacancies**. A vacancy in any office may be filled by appointment by the Board. The officer appointed to such vacancy shall serve for the remainder of the term of the officer he replaces.

7. **Multiple Offices**. The offices of secretary and treasurer may be held by the same Person. No Person shall simultaneously hold more than one of any of the other offices except in the case of special offices created pursuant to this Article.

8. **Compensation**. No Officer shall receive compensation for any service he may render to the Association. However, any Officer may be reimbursed for his actual expenses incurred in the performance of his duties.

9. **President**. The president shall be the chief executive officer of the Association and shall preside at all meetings of the Members and the Board. The president shall have general and active management of the affairs of the Association, shall see that all orders and resolutions of the Board are carried into effect, and shall perform such other duties as the Board shall prescribe. The president may prepare, execute, certify, and record amendments to the Declaration on behalf of the Association.

10. **Vice-President**. The vice-president shall act in the place and stead of the president in the event of his absence, inability, or refusal to act, and shall exercise and discharge such other duties as may be required of him by the Board.

11. **Secretary**. The secretary shall attend all sessions of the Board and all meetings of the Members and shall record all votes and the minutes of all proceedings. The secretary shall give, or cause to be given, notice of all meetings of the Members and special meetings of the Board and shall perform such other duties as may be prescribed by the Board or president. If the secretary is not able to perform any duty as herein or otherwise provided, it is the sole responsibility of the secretary to delegate such duties until such time that the secretary resumes these duties. The secretary may prepare, execute, certify, and record amendments to the Declaration on behalf of the Association.

12. **Treasurer**. The treasurer shall have the custody of the corporate funds and securities, shall keep full and accurate accounts of receipts and disbursements of the Association and shall deposit all moneys and other valuable effects in the name and to the credit of the Association in such depositories as may be designated by the Board. The treasurer shall disburse the funds of the Association as may be ordered by the Board, taking proper vouchers for such disbursements. At the regular meetings of the Board or whenever they may require it, the treasurer shall render to the president and Board an account of all transactions of the treasurer and of the financial condition of the Association. The treasurer shall perform such other duties as the Board may prescribe.

13. **Managing Agent**. The Board shall have the authority to engage the services of an agent ("Managing Agent") to undertake any of the management duties, Administrative Functions, or specific Officer duties (the "Delegated Tasks") for the efficient operation of the Development Property, or any part thereof, to the extent deemed advisable by the Board and to manage the affairs of the Association. The Delegated Tasks shall be set forth in the Managing Agent's contract for services to be performed for the benefit or on behalf of the Association. The Managing Agent shall be required to have fidelity bond coverage on its employees handling Association, and the cost of such services shall be incurred by the Association.

Article VIII
MISCELLANEOUS PROVISIONS

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.

2. **Reserves**. The Board shall provide for such reserves as the Directors, in their discretion, determine proper to provide for contingencies, to repair or maintain any portion of the Development Property, or for such other purpose as the Directors determine beneficial to the Association.

3. **Checks**. All checks or demands for money and notes of the Association and the Townhouse Association shall be signed by such officer or officers or such other Person(s) as the Board may designate.

4. **Books and Records**. Except for confidential, non-public information of the Association or that affecting the privacy rights of third parties or otherwise subject to confidentiality or non-disclosure protections or objections under any basis, the books and records of the Association are subject to inspection at the principal office of the Association by any Owner during reasonable business hours and upon seven (7) business days prior written notice. Copies of such records may be purchased at a reasonable cost.

5. **Amendment**. Except as otherwise provided herein, the provisions of these By-Laws may be changed, modified, or amended upon the affirmative Vote of not less than sixty-seven percent (67%) of the Members present at a duly called meeting of the Association or the affirmative written consent of such percentage of the Members at which a quorum is present unless a higher percentage Vote is required elsewhere in these By-Laws, the Declaration, or by Tennessee statute. However, any such change, modification, or amendment that would change or delete any right, remedy, benefit, or privilege afforded to the Declarant under these By-Laws shall require the consent of the Declarant in order to be effective.

6. **Indemnification**. The Association shall indemnify any current or former Director, officer, or employee of the Association against expenses actually and necessarily incurred by him and any amount paid in satisfaction of judgments, in connection with any action, suit or proceeding, whether civil or criminal in nature, in which he is made a party by reason of being or having been such a Director, officer or employee (whether or not a Director, officer or employee at the time such costs or expenses are incurred by or imposed upon him) except in relation to matters in which he shall have been adjudged in such action, suit or proceeding to be liable for gross negligence or willful misconduct in the performance of his duty. The Association may also reimburse to any Directors, officer, or employee the reasonable costs of settlement of any such action, suit, or proceedings; if it shall be found by a majority of the Directors not involved in the matter of controversy, whether or not a quorum, that it was in the interest of the Association that such settlement be made and that such Director, officer, or employee was not guilty of gross negligence or willful misconduct. Such rights of indemnification and reimbursement shall not be deemed exclusive of any other rights to which such Director, officer, or employee may be entitled by law or under by-law, agreement, Vote of Members, or otherwise.

7. **Inconsistencies**. In the event, these By-Laws shall be inconsistent with the Declaration, then the Declaration shall be controlling.

8. **Headings**. The headings used in these By-Laws have been inserted for administrative convenience only and do not constitute matters to be construed in interpretation.

[*Signature on Next Page*]

CERTIFICATION

The undersigned hereby certifies that the foregoing By-Laws were duly executed and adopted by the Declarant the 16TH day of NOVEMBER, 20 20.

DECLARANT:

Century Communities of Tennessee, LLC,
a Delaware Limited Liability Company

By: _____

Print Name: JOHN HENNEBERY

Its: Division President

Exhibit D-2

BY-LAWS OF HAMILTON CHURCH MANOR TOWNHOUSES OWNERS ASSOCIATION, INC.

Article I
DEFINITIONS

The words defined in the Declaration of Covenants, Conditions, and Restrictions for Hamilton Church Manor and for Hamilton Church Manor Townhouses of Record in the Register's Office for Davidson County, Tennessee shall have the same meaning herein.

Article II
NAME AND OFFICES

1. **Name**. The name of the Townhouse Association for all of the Owners of a Unit or Units within the Development Property shall be Hamilton Church Manor Townhouses Owners Association, Inc.

2. **Registered Office and Agent**. The street address, county, and zip code of the Townhouse Association's initial registered office is: c/o Synergy Real Estate Group, 179 Belle Forest Circle, Suite 302, Nashville, TN 37221, Attn: Brian Krebs, as may be relocated from time to time. The name of the initial registered agent of the Townhouse Association is Brian Krebs, who may be located at the registered office, as may be relocated from time to time.

3. **Other Offices**. The Townhouse Association may also have offices at such other places both within and outside the State of Tennessee as the Board may from time to time determine or the business of the Townhouse Association may require.

Article III
MEMBERS AND MEMBERSHIP PRIVILEGES

1. **Eligibility and Membership**. The Members of the Townhouse Association shall consist of the Owners of the Units within the Development Property. If an Owner is a trust, then the Member shall be a beneficiary of such trust; and if an Owner or such a beneficiary is a corporation or partnership, the Member may be an officer, partner, or employee of such Owner or beneficiary. No Member shall be required to pay any consideration whatsoever solely for membership in the Townhouse Association.

2. **Succession**. The membership of each Owner shall terminate when he ceases to be an Owner, and upon the sale, transfer, or other disposition of his ownership interest in the Development Property, his membership in the Townhouse Association shall automatically be transferred to the new Owner succeeding to such ownership interest.

Article IV
MEETINGS OF MEMBERS

1. **Annual Meetings**. The first regular annual meeting of the Members may be held, subject to the terms hereof on any day, at the option of the Board; provided, however, that the first annual meeting shall be held not later than sixty (60) after the expiration of the Appointment Period under the Declaration or such earlier date if necessary to comply with applicable laws. Each subsequent regular annual meeting of the Members shall be held within twenty-five (25) days of the anniversary of the first regular annual meeting each year thereafter at such time as set by the Board.

2. **Special Meeting**. Following the Appointment Period, special meetings of the Members, for any purpose or purposes, may be called by the president, a majority of the Board, or by Members having not less than sixty-seven percent (67%) of the total Vote entitled to be cast at such meeting, except as otherwise required by Tennessee statute, the Declaration, or these By-Laws. Business transacted at all special meetings shall be confined to the business stated in the notice of such meeting. During the Appointment Period, special meetings of the Members, for any purpose or purposes, may only be called by the Declarant.

3. **Place and Time of Meetings**. Meetings of the Members of the Townhouse Association may be held at a place and at such time to be determined by the Board within the County in which the Development Property is located.

4. **Notice**. By or at the direction of the Declarant, the president, the secretary, or the officer or Person authorized to call the meeting, written notice shall be sent to every Member of the Townhouse Association by prepaid U.S. Mail, FedEx, UPS, or other reputable private carrier, or facsimile or electronic transmission to the address or other contact information provided to the Board by the Owner or in the event no separate address or other contact information has been provided, then by prepaid U.S. Mail or hand delivery to the Owner's Unit not less than ten (10) nor more than sixty (60) days prior to the date of such meeting. Said notice shall state the place, day, and hour of the meeting and in the case of a special meeting, the purpose(s) for which the meeting is called.

5. **Adjournment of Meetings**. If any meeting of the Townhouse 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.

6. **Quorum**. The presence in person or by proxy of at least thirty percent (30%) of the Votes of the Members shall constitute a quorum at all meetings of the Members for the transaction of business. If a quorum is not present and the meeting is adjourned as set forth herein, then at the subsequent meeting the required quorum shall be reduced to fifteen percent (15%) of the Votes of the Members.

7. **Majority Vote; Withdrawal of Quorum**. When a quorum is present at any meeting, the majority Vote of Members present, in person or by proxy, shall decide any question brought before such meeting, unless the question is one upon which by express provision of an applicable Tennessee statute, the Declaration, or these By-Laws, a different Vote is required, in which case such express provision shall govern and control the decision of such question.

8. **Method of Voting; Proxies**. Each Member shall be entitled to cast one (1) Vote each Unit owned by such Member as further provided in the Declaration. The Vote of each Member may only be cast by such Member or by a proxy duly executed and given by such Member to his authorized representative as set forth on such proxy. No proxy shall be valid for more than one meeting (unless otherwise stated on such proxy) and shall bear the signature of the Member making the proxy, the date of the meeting (or meetings) to which the proxy relates, and the name of the authorized representative to Vote on behalf of the Member. Such proxy may not be revoked except by actual written notice to the Person presiding over the meeting for which the proxy relates. Proxies shall be filed with the secretary prior to or at the time of the meeting. If title to any property ownership interest in a Unit of the Development Property entitling the Member to Voting rights as provided in the Declaration is in the name of two or more Persons as co-owners, all such Persons shall be Members of the Townhouse Association and referred to herein as a "Joint Member." Any such Joint Member is entitled to one unanimous Vote per entitled Member as provided in the Declaration at any meeting of the Members of the Townhouse Association, and such Vote shall be binding upon the Joint Member until written notice to the contrary has been received by the Board identifying the authorized manner in which the Joint Member's unanimous Vote is to be cast (in person or by proxy). In the event of disagreement among such Joint Member to cast a Vote, such Joint Member shall not be recognized, and such Vote shall not be counted.

9. **Conduct of Meetings**. The President shall preside over all meetings of the Townhouse Association. The Secretary shall keep the minutes of the meeting and record in the official records of the Townhouse Association all resolutions adopted at the meeting, as well as a record of all transactions occurring at the meeting.

10. **Action Taken Without a Meeting**. The Members shall have the right to take any action in the absence of a meeting which they could take at a meeting by obtaining the written consent of the number of members which would otherwise be required to approve such action. For instance, if an action required the approval of Members holding a majority of the total Voting rights of the members, then a writing signed by Members holding a majority of the total Voting rights of the Members would be effective

as if such approval was given at a meeting duly called for such purpose. Any action so approved shall have the same effect as though taken at a properly called meeting of the Members.

Article V
BOARD OF DIRECTORS

1. **Board Authority and Number**. The affairs of the Townhouse Association shall be managed by a Board of Directors. Except as may otherwise be required by applicable law, during the Appointment Period, the members of the Board, who need not be Members of the Townhouse Association, shall be appointed by the Declarant and shall serve at the pleasure of the Declarant. After the Appointment Period, the Board shall consist of five (5) directors each of whom must individually be a Member of the Townhouse Association or be the Declarant, its assignee or officer, agent, or representative thereof.

2. **Election**. After the Appointment Period, the election of the members of the Board to be elected for a particular year shall occur at the annual meeting of the Members. The election of the Board by the Owners shall be those Persons receiving the highest number of Votes with each Owner allowed one (1) Vote per Unit owned for as many candidates as are there are Directors being elected at a meeting of the Owners for such purpose at which a quorum is present. Accordingly, Owners receiving the highest number of Votes shall be the Directors of the Board. Cumulative Voting is not permitted.

3. **Nomination**. Nomination for election to the Board shall be made by a Nominating Committee. Nomination may also be made from the floor at the annual meeting. The Nominating Committee shall consist of a Chairman who shall be a member of the Board and two or more Members of the Townhouse Association. The Nominating Committee shall be appointed by the Board prior to each annual meeting of the Members to serve from the close of such annual meeting until the close of the next annual meeting, and such appointment shall be announced at each annual meeting. The Nominating Committee shall make as many nominations for election to the Board as it shall in its discretion determine, but not less than the number of vacancies that are to be filled.

4. **Term of Office**. Directors shall be elected for terms of two (2) years or until their successor is elected. Provided, however, the initial Directors elected by the Members after the Appointment Period shall be grouped into two (2) separate classes so that approximately one-half of total number of initially elected Directors are up for re-election each year. Thus, as to such initial Directors elected by the Members, the one-half of the Directors (or the minority if there is an odd number of Directors) receiving the fewest number of Votes will serve for a one (1) year term, and the other one-half of the Directors (or the majority if there is an odd number of Directors) receiving the highest number of Votes will serve for a two (2) year term.

5. **Vacancies**. If any vacancy occurs in the Board, caused by death, removal from office, retirement, resignation or disqualification, a successor(s) shall be elected by

majority vote of the remaining Directors for the unexpired term of his predecessor in office. Any Director who ceases to be a Member of the Townhouse Association during such Director's term in office shall cease being a Director effective with such change, and such Director's successor shall be selected by the remaining Members of the Board.

6. **Director Removal by Board Members**. Any Director may be removed from office with or without cause by the majority vote of the Directors, who shall elect a successor Director for the unexpired term of his predecessor in office by majority vote.

7. **Director Removal by Members**. Notwithstanding any provision to the contrary in the Declaration or these By-Laws, any member of the Board other than a member appointed by the Declarant may be removed with or without cause by a majority Vote of all the Members of the Townhouse Association.

8. **Place of Meetings**. The Board shall hold their meetings, both regular and special, in the county in which the Development Property is located or such other location as may be selected by unanimous consent of the Directors then elected and serving. Regular meetings of the Board may be held without notice at such time and place as shall from time to time be determined by the Board.

9. **Special Meetings**. Special meetings of the Board may be called by the president or a majority of the Directors upon three (3) days written notice to each Director, either personally, by mail, by facsimile, or by other electronic transmittal. Except as may be otherwise expressly provided by Tennessee statute, the Declaration or these By-Laws, neither the business to be transacted nor the purpose of any special meeting need be specified in a notice or waiver of notice concerning the meeting.

10. **Quorum**. At all meetings of the Board, the presence of a majority of the Directors shall be necessary and sufficient to constitute a quorum for the transaction of business. The act of a majority of the Directors present at any such meeting at which there is a quorum shall be the act of the Board. If a quorum shall not be present at any meeting of the Board, the Directors present may adjourn the meeting by announcement at the meeting without notice until a quorum shall be present.

11. **Action Taken Without a Meeting**. The Directors shall have the right to take any action in the absence of a meeting which they could take at a meeting by obtaining the written approval of all the Directors. Any action so approved shall have the same effect as though taken at a meeting of the Directors.

12. **Compensation**. No Director shall receive compensation for any service he may render to the Townhouse Association. However, any Director may be reimbursed for his actual expenses incurred in the performance of his duties.

13. **Agents and Delegation of Powers**. Except as otherwise prohibited by statute, the Declaration or these By-Laws, the Board may delegate any of its powers to

other Persons or Management Agent. Any such delegated powers shall be identified in writing maintained in the records of the Townhouse Association.

Article VI
BOARD POWERS AND DUTIES

1. **Powers**. The Board shall have the following powers subject to the provisions of the Declaration:

a. Enforce the Declaration; and adopt, enforce, and amend Rules and Regulations and/or other Governing Documents governing the use of the Development Property and facilities and the personal conduct of Owners and their guests thereon; and establish penalties for the infraction thereof.

b. Elect and remove the officers of the Townhouse Association and declare the office of a member of the Board to be vacant in the event such member shall be absent from three (3) consecutive regular meetings of the Board.

c. Open bank accounts on behalf of the Townhouse Association and designate required signatories.

d. Make contracts and incur liabilities and borrow money for the purpose of repair or restoration of Common Elements that are the responsibility of the Townhouse Association.

e. Regulate the use, maintenance, repair, replacement, or modification of Common Elements and formulate policies for administration, management, and operation of the Development Property and the Common Elements.

f. Cause additional Improvements to be made as a part of the Common Elements.

g. Grant easements, leases, licenses, and concessions through or over the Common Elements.

h. Appoint a Nominating Committee and any other desired committee of the Board and delegate to such committees the Board's authority to carry out certain duties of the Board or other such directives of the Board.

i. Assign the Townhouse Association's right to future income, including the right to receive Assessments.

j. Exercise any other powers conferred by the Declaration and these By-Laws and exercise any other powers necessary and proper for the governance and operation of the Townhouse Association and the administration of the affairs of the Townhouse Association and the Development Property.

k. Exercise all other powers that may be exercised in the State of Tennessee by legal entities of the same type as this Townhouse Association.

2. Duties. The Board shall have the following Duties subject to the provisions of the Declaration of the Townhouse Association.

a. Adopt and amend budgets for revenues, expenditures, and reserves; send notice of Assessments and any other duly levied charges to Owners; collect Assessments and any other duly levied charges from Owners; and impose charges for late payment of Assessments or other duly levied charges.

b. Determine the fiscal year of the Townhouse Association and change said fiscal year from time to time as the Board deems necessary or appropriate.

c. Hire and discharge managing agents and independent contractors, other employees, and agents; and supervise all officers, agents, and employees of the Townhouse Association to see that their duties are properly performed.

d. Comply with the instructions expressed in resolutions duly adopted at any regular or special meeting of Owners at such meeting.

e. Acquire, hold, encumber, and convey in its own name any right, title, or interest to real or personal property.

f. Impose and receive any payments, fees, or charges for the use, rental, or operation of the Common Elements and for services provided to Owners.

g. Impose reasonable charges for the preparation and recordation of amendments to the Declaration or the production of Townhouse Association information and/or documents.

h. Impose reasonable charges for services rendered in connection with the transfer of a Unit.

i. Institute, defend, or intervene in litigation or administrative proceedings in its own name on behalf of itself or any two (2) or more Owners on matters affecting the Development Property. Foreclose the lien against any property for which Assessments or other duly levied charges are not paid or to bring an action at law against the Owner personally obligated to pay such amounts.

j. Provide for the indemnification of the Townhouse Association's Officers and members of the Board and maintain liability insurance on such Directors and Officers.

k. Secure insurance policies as required or allowed by the Declaration, and in this regard, review the amounts of coverage afforded under such policies.

3. Non-Delegation. Nothing in these By-Laws shall be considered to grant to the Townhouse Association, the Board or the officers of the Townhouse Association any powers or duties which, by law, have been delegated to the Owners.

Article VII
OFFICERS

1. **Offices**. The officers of the Townhouse Association shall be a president, a vice-president, a secretary, a treasurer, and such other officers as the Board may from time to time create.

2. **Election of Officers**. The election of officers shall take place at the first meeting of the Board following each annual meeting of the Members. The officers shall be elected by the Directors from among the members of the Board.

3. **Term**. The officers of the Townhouse Association shall hold office for one (1) year unless he shall sooner resign, or shall be removed, or otherwise disqualified to serve.

4. **Special Appointments**. The Board may elect such other officers as the affairs of the Townhouse Association may require each of whom shall hold office for such period, have such authority, and perform such duties as the Board may, from time to time, determine.

5. **Resignation and Removal**. Any officer may be removed from office with or without cause by the affirmative vote of a majority of the Board. Any officer may resign at any time by giving written notice to the Board, the president, or the secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified in the notice, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

6. **Vacancies**. A vacancy in any office may be filled by appointment by the Board. The officer appointed to such vacancy shall serve for the remainder of the term of the officer he replaces.

7. **Multiple Offices**. The offices of secretary and treasurer may be held by the same Person. No Person shall simultaneously hold more than one of any of the other offices except in the case of special offices created pursuant to this Article.

8. **Compensation**. No Officer shall receive compensation for any service he may render to the Townhouse Association. However, any Officer may be reimbursed for his actual expenses incurred in the performance of his duties.

9. **President**. The president shall be the chief executive officer of the Townhouse Association and shall preside at all meetings of the Members and the Board. The president shall have general and active management of the affairs of the Townhouse Association, shall see that all orders and resolutions of the Board are carried into effect, and shall perform such other duties as the Board shall prescribe. The president may prepare, execute, certify, and record amendments to the Declaration on behalf of the Townhouse Association.

10. **Vice-President**. The vice-president shall act in the place and stead of the president in the event of his absence, inability, or refusal to act, and shall exercise and discharge such other duties as may be required of him by the Board.

11. **Secretary**. The secretary shall attend all sessions of the Board and all meetings of the Members and shall record all votes and the minutes of all proceedings. The secretary shall give, or cause to be given, notice of all meetings of the Members and special meetings of the Board and shall perform such other duties as may be prescribed by the Board or president. If the secretary is not able to perform any duty as herein or otherwise provided, it is the sole responsibility of the secretary to delegate such duties until such time that the secretary resumes these duties. The secretary may prepare, execute, certify, and record amendments to the Declaration on behalf of the Townhouse Association.

12. **Treasurer**. The treasurer shall have the custody of the corporate funds and securities, shall keep full and accurate accounts of receipts and disbursements of the Townhouse Association and shall deposit all moneys and other valuable effects in the name and to the credit of the Townhouse Association in such depositories as may be designated by the Board. The treasurer shall disburse the funds of the Townhouse Association as may be ordered by the Board, taking proper vouchers for such disbursements. At the regular meetings of the Board or whenever they may require it, the treasurer shall render to the president and Board an account of all transactions of the treasurer and of the financial condition of the Townhouse Association. The treasurer shall perform such other duties as the Board may prescribe.

13. **Managing Agent**. The Board shall have the authority to engage the services of an agent ("Managing Agent") to undertake any of the management duties, Administrative Functions, or specific Officer duties (the "Delegated Tasks") for the efficient operation of the Development Property, or any part thereof, to the extent deemed advisable by the Board and to manage the affairs of the Townhouse Association. The Delegated Tasks shall be set forth in the Managing Agent's contract for services to be performed for the benefit or on behalf of the Townhouse Association. The Managing Agent shall be required to have fidelity bond coverage on its employees handling Townhouse Association, and the cost of such services shall be incurred by the Townhouse Association.

Article VIII
MISCELLANEOUS PROVISIONS

1. **Fiscal Year**. The fiscal year of the Townhouse 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.

2. **Reserves**. The Board shall provide for such reserves as the Directors, in their discretion, determine proper to provide for contingencies, to repair or maintain any portion of the Development Property, or for such other purpose as the Directors determine beneficial to the Townhouse Association.

3. **Checks**. All checks or demands for money and notes of the Townhouse Association shall be signed by such officer or officers or such other Person(s) as the Board may designate.

4. **Books and Records**. Except for confidential, non-public information of the Townhouse Association or that affecting the privacy rights of third parties or otherwise subject to confidentiality or non-disclosure protections or objections under any basis, the books and records of the Townhouse Association are subject to inspection at the principal office of the Townhouse Association by any Owner during reasonable business hours and upon seven (7) business days prior written notice. Copies of such records may be purchased at a reasonable cost.

5. **Amendment**. Except as otherwise provided herein, the provisions of these By-Laws may be changed, modified, or amended upon the affirmative Vote of not less than sixty-seven percent (67%) of the Members present at a duly called meeting of the Townhouse Association or the affirmative written consent of such percentage of the Members at which a quorum is present unless a higher percentage Vote is required elsewhere in these By-Laws, the Declaration, or by Tennessee statute. However, any such change, modification, or amendment that would change or delete any right, remedy, benefit, or privilege afforded to the Declarant under these By-Laws shall require the consent of the Declarant in order to be effective.

6. **Indemnification**. The Townhouse Association shall indemnify any current or former Director, officer, or employee of the Townhouse Association against expenses actually and necessarily incurred by him and any amount paid in satisfaction of judgments, in connection with any action, suit or proceeding, whether civil or criminal in nature, in which he is made a party by reason of being or having been such a Director, officer or employee (whether or not a Director, officer or employee at the time such costs or expenses are incurred by or imposed upon him) except in relation to matters in which he shall have been adjudged in such action, suit or proceeding to be liable for gross negligence or willful misconduct in the performance of his duty. The Townhouse Association may also reimburse to any Directors, officer, or employee the reasonable costs of settlement of any such action, suit, or proceedings; if it shall be found by a majority of the Directors not involved in the matter of controversy, whether or not a

quorum, that it was in the interest of the Townhouse Association that such settlement be made and that such Director, officer, or employee was not guilty of gross negligence or willful misconduct. Such rights of indemnification and reimbursement shall not be deemed exclusive of any other rights to which such Director, officer, or employee may be entitled by law or under by-law, agreement, Vote of Members, or otherwise.

7. **Inconsistencies**. In the event, these By-Laws shall be inconsistent with the Declaration, then the Declaration shall be controlling.

8. **Headings**. The headings used in these By-Laws have been inserted for administrative convenience only and do not constitute matters to be construed in interpretation.

[*Signature on Next Page*]

CERTIFICATION

The undersigned hereby certifies that the foregoing By-Laws were duly executed and adopted by the Declarant the 16TH day of NOVEMBER, 20 20.

DECLARANT:

Century Communities of Tennessee, LLC,
a Delaware Limited Liability Company

By: _____

Print Name: JOHN HENNEBERY

Its: DIVISION President

Exhibit E

Unit Identification & Assessment Allocation:

The Assessment percentage allocation, upon which percentage Assessments are to be paid, are as listed below. In the event, the number and or types of Units are to be increased or decreased or otherwise altered by Supplemental Instrument(s), declaration(s) or amendment(s) to the Declaration, the percentages listed herein may also change.

Unit No.	FLOOR PLAN	STREET ADDRESS	Common Assessment Allocation
74	*Rylee*	*TBD*	1/47
75	*Rylee*	*TBD*	1/47
76	*Rylee*	*TBD*	1/47
77	*Rylee*	*TBD*	1/47
116	*Rylee*	*TBD*	1/47
117	*Rylee*	*TBD*	1/47
118	*Rylee*	*TBD*	1/47
119	*Rylee*	*TBD*	1/47
120	*Rylee*	*TBD*	1/47
121	*Rylee*	*TBD*	1/47
122	*Rylee*	*TBD*	1/47
123	*Rylee*	*TBD*	1/47
124	*Rylee*	*TBD*	1/47
125	*Rylee*	*TBD*	1/47
126	*Rylee*	*TBD*	1/47
127	*Rylee*	*TBD*	1/47
128	*Rylee*	*TBD*	1/47
129	*Rylee*	*TBD*	1/47
130	*Rylee*	*TBD*	1/47
131	*Rylee*	*TBD*	1/47
132	*Rylee*	*TBD*	1/47
133	*Rylee*	*TBD*	1/47
134	*Rylee*	*TBD*	1/47
135	*Rylee*	*TBD*	1/47
136	*Rylee*	*TBD*	1/47
137	*Rylee*	*TBD*	1/47
138	*Rylee*	*TBD*	1/47
139	*Rylee*	*TBD*	1/47

Unit No.	FLOOR PLAN	STREET ADDRESS	Common Assessment Allocation
140	*Rylee*	*TBD*	1/47
141	*Rylee*	*TBD*	1/47
142	*Rylee*	*TBD*	1/47
143	*Rylee*	*TBD*	1/47
144	*Rylee*	*TBD*	1/47
145	*Rylee*	*TBD*	1/47
146	*Rylee*	*TBD*	1/47
147	*Rylee*	*TBD*	1/47
148	*Rylee*	*TBD*	1/47
149	*Rylee*	*TBD*	1/47
150	*Rylee*	*TBD*	1/47
151	*Rylee*	*TBD*	1/47
152	*Rylee*	*TBD*	1/47
153	*Rylee*	*TBD*	1/47
154	*Rylee*	*TBD*	1/47
155	*Rylee*	*TBD*	1/47
156	*Rylee*	*TBD*	1/47
157	*Rylee*	*TBD*	1/47
158	*Rylee*	*TBD*	1/47

TUNE, ENTREKIN & WHITE, P.C.

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HUGH W. ENTREKIN
JOHN P. WILLIAMS *
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GEORGE A. DEAN
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JOHN C. TUNE
1931-1983

ERVIN M. ENTREKIN
1927-1990

Rule 31 listed General Civil Mediator

Century Communities of Tennessee, LLC
2630 Elm Hill Pike
Suite 110
Nashville, TN 37214
Attn: Matthew Parolie

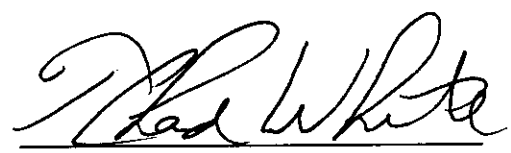
RE: Attorney Opinion Related to the Townhouse Planned Unit Development Commonly Known as Hamilton Church Manor Townhouses

Dear Mr. Parolie:

It is our opinion that all legal documents required by the Horizontal Property Act as codified at Tennessee Code Annotated § 66-37-101 - 123 (the "Act") for the creation of a Planned Unit Development have been prepared in connection with the above-referenced development and substantially comply with said provisions of the Act. As such, a Townhouse Planned Unit Development, a horizontal property regime with private elements, has been created under the Act.

Sincerely,

TUNE, ENTREKIN & WHITE, P.C.

By: 
T. Chad White