Karen Johnson Davidson County
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This Instrument Prepared By:
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DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR:
936 Delmas Avenue Homes

A HORIZONTAL PROPERTY REGIME WITH PRIVATE ELEMENTS

THIS INSTRUMENT ESTABLISHES A PLANNED UNIT DEVELOPMENT ("PUD")

This Declaration of Covenants, Conditions and Restrictions, hereinafter sometimes referred to "Declaration", is entered into as of the 28 day of October, 2021, by Adam Gordon Wright, referred to, together with their heirs, successors and assigns, as "Developer");

WITNESSETH:

WHEREAS, Developer is the legal title holder in fee simple of a certain tract of real estate locate County of Davidson County, State of Tennessee, more particularly described on attached Exhibit A, w herein incorporated by this reference thereto (the "Property"); and

WHEREAS, Developer intends to and does hereby submit the above-described Property to the pro of the Tennessee Horizontal Property Act as codified as 66-27-101, et seq., of the Tennessee Code Annota thereby cause a planned unit development to be organized and developed under Tennessee law pursuan Act; and

WHEREAS, Developer further desires to establish for its own benefit and for the mutual benefi future owners or occupants of the Property or any part thereof, and intends that all future owners, occ mortgagees and any other persons hereafter acquiring any interest in the Property shall hold said interest to, certain rights, easements and privileges in, over and upon the Property and certain mutually ben restrictions and obligations with respect to the proper use, conduct and maintenance thereof, all a particularly hereinafter set forth, all of which are declared to be in furtherance of a plan to promote and the cooperative aspects of ownership and use of the Property and are established for the purpose of enh and perfecting the value, desirability and attractiveness of the Property;

NOW, THEREFORE, Developer, as the legal titleholder of the Property, and for the purposes ab forth, declares as follows:

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

(a) "Act" means the Tennessee Horizontal Property Act (T.C.A. § 66-27-101 et sec capitalized terms not otherwise defined herein but defined in the Act, shall be deemed to have the m ascribed to them in the Act.

(b) "Association" is a non-profit Tennessee corporation known as 936 Delmas Avenue I Inc., which includes as members all of the Unit Owners.

(c) "Board of Directors" or "Board" means the administering body of the Association.

(d) "Building" means the building located on the Property and containing the Units. The B is delineated on the Plat.

(e) "Bylaws" means the Bylaws of the Association, attached hereto as Exhibit C and reference made a part hereof, as amended from time to time. For purposes of the Act, all pro contained in the body of this Declaration dealing with the administration and maintenance of the P shall be deemed to be part of the Bylaws.

(f) "Common Elements" means all real property and improvements, owned by the Asso for the common use and enjoyment of the Owners. Common Elements shall remain undivided ar not be the subject of an action for partition.

(g) "Declaration" means this instrument, as hereinafter provided as such Declaration amended from time to time.

(h) "Developer" means Adam Gordon Wright, their successors, heirs and assigns, provid successors, heirs or assigns are designated in writing by Developer as a successor or assign of th of Developer set forth herein.

(i) "General Common Elements" means and includes both Common Elements and L Common Elements.

(j) "Limited Common Elements" means all Common Elements contiguous to and s exclusively a single Unit or one or more adjoining Units as an inseparable appurtenance there enjoyment, benefit and/or use of which is reserved to the lawful Occupants of such Unit or Units in this Declaration, on the Plat or by the Board. Limited Common Elements located upon Private Ele shall be deemed Private Elements.

(k) "Majority" or "Majority of the Unit Owners" means the owners of more than fifty percent of the membership in the Association, present and then eligible to vote.

(l) "Manager" means the person or firm designated by the Board of Directors to manage the of the Project.

(m) "Member" means a member of the Association who is the Owner of a Unit. All Owner individual Unit shall be members and shall collectively be one member for any voting purpose cessation of the ownership of a Unit shall terminate membership.

(n) "Occupant" means a person or persons in possession of a Unit, regardless of wheth person is a Unit Owner.

(o) "Owner" or "Unit Owner" means a person, firm, corporation, partnership, associatio or other legal entity, or any combination thereof, owning a fee simple title to any Unit or Units wit Project. When two or more persons own a Unit as tenants in common, joint tenants, tenants entireties, or otherwise, such persons shall constitute the "Owner" with respect to that Unit.

(p) "Person" means a natural individual, corporation, partnership, trustee or other legal capable of holding title to real property.

(q) "Plat" means the representation of the Property prepared by the Developer and attached as Exhibit B, showing the number of each Unit, and expressing its area, location and other data nec for identification.

(r) "Project" means the entire parcel including all structures thereon.

(s) "Private Elements" means and includes the land upon which a Unit is located as shc the Plat as being the Private Elements designated for each Unit depicted thereon for which fee ownership and exclusive use is reserved to that Unit only. Notwithstanding the limits of the l Elements depicted on the Plat, Private Elements do not include the Common Elements; provid each Owner shall be entitled to the exclusive use of all areas of the Building that are contained each Unit. Limited Common Elements located upon Private Elements shall be deemed to be l Elements.

(t) "Property" means all the land, property and space which is the subject of this Declara more particularly described on Exhibit A hereto, and all structures and other improvements r hereafter erected, constructed or contained therein or thereon, including without limitation the Bu and all easements, rights, privileges and appurtenances belonging or in any way pertaining there all furniture, furnishings, fixtures and equipment intended for the mutual use, benefit or enjoyment Unit Owners.

(u) "Record" or "Recording" refers to the record or recording in the Office of the Regi Deeds in Davidson County, Tennessee.

(v) "Rules and Regulations" refer to the rules and regulations concerning the use of the Un the Common Elements, as adopted from time to time by the Board in accordance with the Declarati Bylaws.

(w) "Unit" means that part of the Project intended for individual ownership and use individual Unit shall consist of all the improvements and space therein within the boundary lines f Unit, as set out on the Plat, attached hereto as Exhibit B.

2. Plat. The Plat, which is incorporated herein by this reference thereto, sets forth the numbers or letters, locations and other data required by the Act.

3. Units. The legal description of each Unit shall consist of the identifying number or letter of such Unit as on the plat. Every deed, lease, mortgage, deed of trust or other instrument shall legally describe a Unit identifying number or letter as shown on the plat, and every such description shall be deemed good and sul

for all purposes, as provided in the Act. Except as provided by the Act, no Unit Owner shall, by deed, plat decree or otherwise, subdivide or in any other manner cause his Unit to be separated into any tracts or p different from the whole Unit as shown on the Plat.

4. (a) Association of Unit Owners and Administration and Operation of the Property. The Association, whi been or will be incorporated, shall be the governing body for all of the Unit Owners, for the maintenance, replacement, administration and operation of the Property, as provided in the Act, this Declaration and the B The Bylaws for the Association shall be the Bylaws attached to this Declaration as Exhibit C and made hereof. The Board shall be elected and shall serve in accordance with the provisions of the Bylaws. The year of the Association shall be determined by the Board, and may be changed from time to time, as the deems advisable. The Association shall not be deemed to be conducting a business of any kind. All act undertaken by the Association shall be for the sole benefit of the Unit Owners, and all funds received Association shall be held and applied by it for the use and benefit of the Unit Owners in accordance w provisions of the Act, this Declaration and the Bylaws. Each Unit Owner shall be a member of the Asso so long as he is a Unit Owner. A Unit Owner's membership shall automatically terminate when he ceases Unit Owner. Upon the conveyance or transfer of a Unit Owner's ownership interest to a new Unit Own new Unit Owner shall simultaneously succeed to the former Unit Owner's membership in the Associatio aggregate number of votes for all members of the association shall be equal to the number of Units shown Plat with one (1) vote granted to each Unit.

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

Class B. The Class B Member shall be the Developer and shall be entitled to three (3) votes for eac owned. The Class B membership shall cease upon the sale of all Units to owner occupants.

(c) Management of Property. The Board shall have the authority to engage the services of an (sometimes herein referred to as the "Managing Agent") to maintain, repair, replace, administer and oper Property, or any part thereof, to the extent deemed advisable by the Board, subject to the provisi subparagraph (c), below. The Board may require that
Managing Agent have fidelity bond coverage on its employees handling Association funds. The cost o services shall be a common expense, as defined in paragraph 8, below.

(d) Initial Management Agreement. The first Board, appointed as provided in the Bylaws, shall ha obligation, to ratify and approve any management agreement between Developer, on behalf of the Assoc and a management entity.

(e) Use by Developer. During the period of sale by Developer of any Units, Developer and Devel agents, employees, contractors and subcontractors, and their respective agents and employees, shall be enti access and ingress to and egress from the Property as may be required for purposes of said sale of Units. Developer owns any of the Units and until each Unit sold by it is occupied by the purchasers, the Develop its employees may rent, lease, use and show one or more of such unsold or unoccupied Units as a model Units and may rent, lease or use one or more of such unsold or unoccupied Units as a sales office, an maintain customary signs in connection therewith.

(f) Non-Liability of the Directors, Board, Officers and Developer. Neither the Board, the individual me thereof, the officers of the Association, nor Developer shall be personally liable to the Unit Owners f mistake of judgment or for any other acts or omissions of any nature whatsoever as such Board, members, c or Developer, except for any acts or omissions found by a court to constitute gross negligence or fraud. Th Owners shall indemnify and hold harmless each of the Board its members, such officers and Developer, an respective heirs, executors, administrators, successors and assigns, in accordance with the provisions of VII of the Bylaws.

5. Boards Determination Binding. In the event of any dispute or disagreement between any Unit Owners rela the Property, or any agreement between any Unit Owners relating to the Property, or any questi interpretation or application of the provisions of this Declaration or the Bylaws, the determination thereof Board shall be final binding on each and all such Unit Owners.

6. Ownership of the Common Elements. The Common Elements shall be owned by the Association, a Common Elements are hereby vested in the Association. Each Unit Owner shall be allocated a percen undivided ownership in the Association as set forth in Exhibit C hereto. The percentages of ownership in set forth in Exhibit C shall remain constant unless amended pursuant to the reservation set forth herein, or hereafter changed by recorded amendment to this Declaration as provided for herein or consented to in by the necessary Unit Owners and first mortgagees. Said ownership interest shall be undivided interest a undivided interest in the Association shall be owned by the Unit Owners as tenants in common in acco with their respective percentages of ownership. The ownership of each Unit shall not be conveyed separat the percentage of corresponding ownership appurtenant to said Unit. The undivided percentage of owner

the Common Elements corresponding to any Unit shall be deemed conveyed or encumbered with that Uni
though the legal description in the instrument conveying or encumbering said Unit may refer only to the f
to that Unit. Such Common Elements are not and shall not be the subject of any partition action.

7. Use of Common Elements. Each Unit owner shall have the right to use the Common Elements (exce
Limited Common Elements) in common with all other Unit Owners, as may be required for the purposes of
and ingress to, egress from, use, occupancy and enjoyment of the respective Unit owned by such Unit
Such right to use Common Elements shall extend not only to each Unit owner, but also to his agents, cust
guests, visitors, invitees and licensees. However, each Unit Owner also shall have the right to exclusive u
possession of the Limited Common Elements contiguous to and serving such Unit alone. Such rights to
Common Elements, including Limited Common Elements, shall be subject to and governed by the provisi
the Declaration, Bylaws and the rules and regulations of the Association. In addition, the Association shal
the authority to lease grant concessions or grant easements with respect to parts of the Common Elements,
to the provisions of this Declaration and the Bylaws. All income derived by the Association from
concessions or other sources shall be held and used for the benefit of the members of the Association, pu
to such rules, resolutions or regulations as the Board may adopt or prescribe.

8. Common Expenses. Each Unit Owner shall pay his proportionate share of the expenses of the adminis
and operation of the Common Elements and of any other expenses incurred in accordance with this Decl
and the Bylaws (which expenses are herein sometimes referred to as "common expenses"), including, b
limited to, the maintenance and repair of the Common Elements and any and all replacements and ad
thereto. Such proportionate share of the common expenses for each Unit Owner shall be in accordanc
Exhibit C; provided, however, that any such expenses with respect to Limited Common Elements shall be
by the Unit Owners to whose Units such Limited Common Elements are appurtenant, in accordance wit
Unit Owners' percentage of ownership interest therein. Payment of common expenses, including any prepa
thereof required by a contract for sale of a Unit, shall be in such amounts and at such times as determined
manner provided in the Bylaws. No Unit Owner shall be exempt from payment of his proportionate share
common expenses by waiver of the use or enjoyment of the Common or Limited Common Elements
abandonment of his Unit. If any Unit Owner shall fail or refuse to make any such payment of common ex
when due, the amount thereof, together with the interest thereon at the maximum allowable rate at law per
from the date that said common expenses become due and payable, plus reasonable attorney's fees incur
the Association in the collection thereof or the enforcement of the lien herein provided, shall constitute a
the interest of such Unit Owner in his Unit and in the Property as provided in the Act. The sale or conveya
a Unit shall in all cases be subject to all unpaid assessments against the Unit Owner thereof for his pro rat
in the common expenses, and if the same are not paid by the owner thereof prior to any sale or conveyanc
be a lien against the Unit and shall be payable by the new Unit Owner thereof. Likewise, all taxes and other
and assessments by governmental taxing bodies shall be a lien against individual Units.

9. Mortgages and Deeds of Trust. Each Unit Owner shall have the right, subject to the provisions hereof, to
separate mortgages and deeds of trust for his respective Unit together with his respective ownership inte
the Association. No Unit Owner shall have the right or authority to grant, make or create, or cause to be g
made or created, any mortgage, deed of trust or other lien on or affecting the Property or any part thereof,
only to the extent of his own Unit and the respective percentage interest in the Association corresponding t

10. Separate Real Estate Taxes. Real estate taxes shall be separately taxed to each Unit Owner for his
including its appurtenant interest in the Common Elements and Limited Common Elements, and its corresp
interest in the Association as provided in the Act. In the event that such taxes for any year are not separatel
to each Unit Owner, but rather are taxed on the Property as a whole, then each Unit Owner shall p
proportionate share thereof in accordance with his respective percentage of ownership interest in the Assoc
and, in said event, such taxes shall be a Common Expense.

11. Insurance. Each Unit Owner shall be responsible for obtaining his own insurance for his Unit (includ
Private Elements), the contents of his own Unit, the Limited Common Elements exclusively serving his U
well as his additions and improvements thereto, all decorations, furnishings and personal property there
any personal property stored elsewhere on the Property. The insurance policy shall afford, as a mi
protection against loss or damage by fire or other perils normally covered by the "Causes of Loss - Specia
Basis" endorsement, where such is available, and such policy shall be in an amount equal to 100% of
replacement cost of such individual Unit Building and all such alterations, additions, improvements or bette
thereto and any Limited Common Elements serving his Unit. Each Unit Owner shall also obtain hi
comprehensive public liability insurance policy, insuring each Owner, mortgagee of record, if ar
Association, its officers, directors, Board and employees from liability in connection with such Unit O
individual Unit or any Limited Common Element serving his Unit.

The Board shall have the authority to obtain insurance for the Common Elements against loss or d
by fire, vandalism, malicious mischief and such other hazards as are covered under standard extended co
provisions for the full insurable replacement cost of the Common Elements, and against such other hazar
for such amounts as the Board may deem advisable. Insurable replacement cost shall be deemed to be the
restoring the Common Elements, or any part thereof, to substantially the same condition in which they
prior to damage or destruction. Such insurance coverage shall be written in the name of, and the proceeds
shall be payable to, the Board, as the trustee for each of the Unit Owners in direct proportion to said Unit O

respective percentage of ownership in the Association, as set forth in this Declaration, and for the hol mortgages on his Unit as loss payee, if any. The policy of insurance shall also contain, if possible, a wa subrogation rights by the insurer against individual Unit Owners. The premiums for such insurance sha Common Expense.

The Board also shall have authority to obtain comprehensive public liability insurance, in such ar as it deems desirable and worker's compensation insurance and other liability insurance as it deems des insuring each Unit Owner, the mortgagee(s) of Record, if any, the Association, its officers, directors, Boa employees, Developer and any Managing Agent, from (i) liability in connection with the Common Elemen (ii) liability arising out of legal proceedings relating to employment contracts to which the Association is (to the extent such insurance is reasonably available). The premiums for such insurance shall be a Co Expense. The Board shall retain in safekeeping any such public liability policy for six (6) years after the exp date of the policy.

The Board, in its sole discretion, also shall have authority to and may obtain such other insuran bonds as it deems desirable, in such amounts, from such sources and in such forms as it deems desirable, in the Property and each member of the Board and officer of the Association, and each member of any com appointed pursuant to the Bylaws of the Association, from liability arising from the fact that said person is director or officer of the Association, or a member of any such committee. The premiums for such insuran bonds shall be a Common Expense.

12. Maintenance. Repairs and Replacements. Each Unit Owner, at his own expense, shall furnish and be respo for all maintenance of, repairs to and replacements within and to the exterior of his own Unit, Private El and Limited Common Elements exclusively serving his Unit or the Board may cause the same to be done expense of the Unit Owner. Each Unit Owner shall be responsible for the maintenance, repairs replacements of Limited Common Elements and Private Elements attached to such Owner's Unit, includi not limited to roof, roofing structure, windows, doors, patios, porches, decks, yards, gutters, heating conditioning units, window boxes, landscaping, walls (interior and exterior) and the portions of the Buildi are not Common Elements. Maintenance, repairs and replacement of the Common Elements shall be part Common Expenses and shall be furnished by the Association subject to the provisions of this Declarati Bylaws and the Rules and Regulations of the Association.

If, due to the act or neglect of a Unit Owner, or of his agent, invitee or licensee, damage shall be to the Common Elements, Private Elements or to a Unit or Units owned by others, or maintenance, re replacement are required that would otherwise be a Common Expense, then such Unit Owner shall pay fo damage or such maintenance, repair and replacement, as may be determined by the Association, to the ext covered by the Association's insurance or sufficient proceeds are not collected from the insurance carrier.

The authorized representatives of the Association, Board or of the Managing Agent with approval Board shall be entitled to reasonable access to the individual Units, Limited Common Elements and Elements as may be required in connection with the preservation of any individual Unit or Limited Co Elements or Private Elements in the event of an emergency, or in connection with any maintenance, rep replacements within the Common Elements, Limited Common Elements, Private Elements or any equi facilities or fixtures affecting or serving other Units, Common Elements, Private Elements and Limited Co Elements, or to make any alteration required by any governmental authority.

13. Alterations. Additions or Improvements. The Common Elements, or any additions or improvements t shall not be altered or changed by any Unit Owner, without the prior written consent of the Board. The may authorize and charge as Common Expenses alterations, additions and improvements of the Co Elements as provided in the Bylaws. Any Unit Owner may make alterations, additions or improvements the Unit and their Limited Common Element without the prior written approval of the Board, but such Unit shall be responsible for any damages to other Units, other Limited Common Elements, the Common Ele the Property, or any part thereof, resulting from such alterations, additions or improvements.

14. Decorations. Cleaning. Landscaping. Each Unit Owner, at his own expense, shall furnish and be responsi all decorations, landscaping and cleaning within his own Unit and the Limited Common Elements serv Unit, as may be required from time to time, including painting, wall papering, washing, cleaning, paneling covering, draperies, window shades, curtains, lighting, and other furnishings and decorations. Each Unit shall be entitled to the exclusive use of the interior surfaces of the perimeter walls, floors and ceiling of hi All gutters, windows and screens of a Unit shall be cleaned and washed at the expense of the Owner of tha

15. Encroachments. If any portions of the party wall or Common Elements shall actually encroach upon an or if any Unit shall actually encroach upon any portions of the Common Elements, or if any Unit shall a encroach upon another Unit, as the Common Elements and Units are shown by the Plat, there shall be dee be mutual easements in favor of the Owners of the Common Elements and the respective Unit Owners inv to the extent of such encroachments, so long as the same shall exist.

16. Use and Occupancy Restrictions. Subject to the provisions of the Bylaws, no part of the Property may b for purposes other than as allowed by municipal zoning laws.

17. Remedies. In the event of any violation of the provisions of the Act, this Declaration, the Bylaws or th and regulations of the Board or the Association by any Unit Owner (either by his own conduct or by the c of any other Occupant of his Unit or any invitee or licensee thereof) the Association, or its successors or a or the Board, or its agent, shall have each and all of the rights and remedies that may be provided for in tl this Declaration, the Bylaws or said rules and regulations, or that may be available at law or in equity, ar prosecute an action or other proceedings against such defaulting Unit Owner and/or other Occupa enforcement of any lien and the appointment of a receiver for the Unit and ownership interest of such Unit (or for damages or injunction or specific performance, or for judgment for payment of money and col thereof, or for any combination of remedies, or for any other relief. All expenses of the Board in connectic any such actions or proceedings, including court costs and attorneys' fees and other fees and expenses damages, liquidated or otherwise, together with interest, thereon at the maximum allowed rate by law per until paid, shall be charged to and assessed against such defaulting Unit Owner, and shall be added to and d part of his respective share of the common expenses, and the Association shall have a lien for all of the sa well as for non-payment of his respective share of the common expenses, upon the Unit and ownership in i in the Common Elements of such defaulting Unit Owner and upon all of his additions and improvements and upon all of his personal property in his Unit or located elsewhere on the Property; provided, howev such lien shall be subordinate to the lien of a recorded first mortgage or deed of trust on the interest of suc Owner, except for the amount of the proportionate share of said common expenses that become due and p from and after the date on which the beneficiary of said mortgage or deed of trust either takes possession Unit, accepts a conveyance of any interest therein (other than as a security) or forecloses its mortgage or c trust. In the event of any such default by any Unit Owner, the Board and the manager or Managing Agen authorized by the Board, shall have the authority to correct such default and to do whatever may be necess such purpose, and all expenses in connection therewith shall be charged to and assessed against such def Unit Owner and secured by the lien hereinabove provided. Any and all such rights and remedies may be ex at any time and from time to time, cumulatively or otherwise, by the Board. This paragraph shall not be am changed, modified or rescinded without the prior consent of all holders of mortgage and deed of trust liens Units whose respective interests appear of Record.

The violation of any restriction or condition or regulation adopted by the Board or the breach covenant or provision herein contained shall give the Association, acting through the Board, the right, in a to any other rights provided for in this Declaration: (a) to enter (either peaceably or forcibly without liab such Unit Owner for such entry) upon the Unit, or any portion of the Property upon which or as to whic violation or breach exists, and summarily to abate and remove, at the expense of the defaulting Unit Own structure, thing or condition that may exist thereon contrary to the intent and meaning of the provisions and the Board, or its employees or agents, shall not thereby be deemed guilty in any manner of trespass; o enjoin, abate or remedy by appropriate legal proceedings, either at law or in equity, the continuance of any or (c) to take possession (either peaceably or forcibly without liability to such Unit Owner for such entry) Unit Owner's interest in the Property and to maintain an action for possession of such Unit in the manner pr by law.

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

18. Amendment. The provisions of this Declaration may be changed, modified or rescinded by an instrur writing, setting forth such change, modification or rescission, signed by not less than sixty-seven percent of the Unit Owners and acknowledged; provided, however, that all lien holders of Record shall have been n by certified mail of such change, modification or rescission and an affidavit by the secretary of the Asso certifying to such mailing shall be made a part of such instrument.

Notwithstanding the foregoing, if the Act, this Declaration or the Bylaws require the consent or agr

of all Unit Owners or of all lien holders for any action specified in the Act or in this Declaration, th instrument changing, modifying or rescinding any provision of this Declaration with respect to such actio be signed by all Unit Owners or all lien holders or both as required by the Act or this Declaration. The c modification or rescission, shall be effective upon the Recording of such instrument; provided, however, provisions in the Declaration may be changed, modified or rescinded so as to conflict with the provisions Act.

19. Notices. Notices provided for in the Act, this Declaration or the Bylaws shall be in writing, and sl addressed to the Association, the Board or any Unit Owner, as the case may be. The Association or Boa designate a different address or addresses for notices by written notice of such change of address to a Owners. Any Unit Owner may designate a different address for notices to him by giving written notice Association. Notices addressed as above shall be deemed delivered when mailed by the United States reg or certified mail, or when delivered in person with written acknowledgement of the receipt thereof.

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

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

21. Rights and Obligations. Each grantee of Developer, by the acceptance of a deed of conveyance with r to any part of the Property, accepts the same subject to all restrictions, conditions, covenants, reservation and charges of, and the jurisdiction, rights and powers created or reserved by, this Declaration. All futu Owners and Occupants shall be subject to and shall comply with the provisions of this Declaratio restrictions or rules in the Bylaws that are more than administrative in nature such as, but not limi reservations in favor of and future rights of Developer, are hereby incorporated into and made a part Declaration by reference. All rights, benefits and privileges of every character hereby imposed shall be d and taken to be covenants running with the land, and shall bind any person having at any time any inte estate in the Property, and shall inure to the benefit of such grantee in like manner as though the provisions Declaration were recited and stipulated at length in each and every such deed of conveyance or contr conveyance.

All present and future Unit Owners, tenants and occupants of a Unit shall be subject to, and shall c with, the provisions of the Bylaws, as they may be amended from time to time. The acceptance of a d conveyance, devise of or lease to a Unit, or the entering into occupancy of any Unit, shall constitute an agre that the provisions of the Bylaws and any rules and regulations promulgated thereunder, as they may be an from time to time, are assumed, accepted and ratified by such Unit Owner, tenant or occupant, and all c provisions shall be deemed and taken to be covenants running with the land and shall bind any person ha any time any interest or estate in such Unit, as though such provisions were recited and stipulated at le each and every deed, conveyance or lease thereof.

The terms and conditions of this Declaration, the Bylaws and the rules and regulations promu thereunder may be incorporated by reference in, and become part of any agreement between any first mor and any Unit Owner who enters into such agreement with a first mortgagee. When so incorporated, any c in the terms and conditions of this Declaration, the Bylaws or the said rules and regulations may be consid a default by the first mortgagee, whereupon said first mortgagee, after exercising its option to declare a c shall then have all of the rights and privileges arising as a result of a default under its agreement with sa Owner.

22. Developer. The Developer hereby reserves and shall have the right, power, privilege, and authority, in discretion, to amend this Declaration and any exhibit hereto without the consent, joinder, or approval of the Asso the Board, Owners, or any Person having a contractual right to purchase a Unit, any Mortgagee or beneficiary Mortgage or deed of trust on any Unit, or any other Person. Such right, power, privilege, and authority of Develop expire two (2) years after the last Unit owned by the Developer has been sold. Developer shall be in no way obli amend this Declaration or any Exhibit hereto pursuant to this paragraph.

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

24. Condemnation. In the event of a taking in condemnation or by eminent domain of a part of the Co Elements, the award made for such taking shall be payable to the Board for and on behalf of the Associatic majority of the Board in its sole and absolute discretion approve the repair and restoration of such Co Elements, the Board shall arrange for the repair and restoration of such Common Elements, the Boar disburse the proceeds of such award to the contractor(s) engaged in such repair and restoration in appr progress payments. In the event that the Board does not approve the repair and commence restoration c Common Elements within one hundred twenty (120) days after taking by the public or private authority, the shall disburse the net proceeds of such award on the basis of each Unit's percentage of ownership in the Co Elements.

25. Rights Reserved. The Unit Owners' rights of enjoyment in the Common Elements shall be subject to:

(a) The right of the Association, as provided in its Bylaws, to suspend the enjoyment rights member in utilities, ingress and egress, and all other rights in the Common Elements for any period during any Assessment remains unpaid, and for such period as it considers appropriate for any infraction to its pul rules and regulations; and

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

(c) The right of the Association to diminish in any way or to dedicate or transfer all or any part Common Elements to any public agency or authority for such purposes and subject to such conditions as r agreed to by the members entitled to vote thereon, provided that no such diminution or dedication or transf any determination as to the purposes or conditions thereof, shall be effective unless Developer (or its succ or assigns) and members of the Association entitled to cast two-thirds of the total votes of all classes of me entitled to vote thereon have approved such dedication, transfer, purpose or condition; and

(d) The right of the Association to grant such licenses, permits, easements and rights- of-way t utility companies or public agencies or authorities as it shall deem necessary for the proper servicing, maint and operation of the Common Elements and the individual Units; and

(e) The right of Developer to amend this Declaration and the Plat for the purpose of alteri boundaries between adjoining Units and changing the allocated percentage of ownership allocated to such owned by the Developer prior to the first conveyance of any such Units to a person other than the Develop

(f) The right of Developer, at its sole expense, to relocate, expand, modify, reduce, enlarge or existing driveways, parking areas and yard and to construct, relocate, expand, modify, reduce, enlarge or sewers, utility lines or service connections in order to serve the existing Building.

(g) The right of the Developer to add any real estate to the Property and to create additional U Common Elements or Limited Common Elements; and

(h) The right of the Developer to make and record any necessary amendment to this instrument express purpose of completion of development or correction of clerical errors or as may be required to c with the requirements of the Act, the Federal National Mortgage Association, the Federal Housing Author Federal Home Loan Mortgage Corporation, the Veteran's Administration or other mortgage lending prc that can afford financing for the purchase of Units

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

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

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

(b) Any first mortgagee, or other transferee, of a Unit who comes into possession of the Unit pu to the remedies provided in the mortgage, deed of trust, foreclosure of the mortgage or deed of trust, or i lieu of foreclosure shall take the property free of any claims for unpaid assessments or charges agai

mortgaged Unit, which accrue prior to the time such holder comes into possession of the Unit.

(c) Unless two-thirds (2/3) of the first mortgagees (based upon one (1) vote for each mortgage o or owners (other than the Developer) of Units have given their prior written approval, the Association sh be entitled to:

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

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

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

(iv) Use hazard insurance proceeds for losses to any Property (whether to individual U Common Elements) for other than the repair, replacement, or reconstruction of such improvements, exc provided in Tenn. Code Ann., Section 66-27- 118, in case of substantial loss to the Units and/or Co Elements to the horizontal property regime.

(d) Unit owners, first mortgage holders, and insurers or guarantors of any first mortgage shal the right to examine the books, records, current copies of the Declaration and Bylaws, and rules and regu of the Association during normal business hours and upon request

(e) An adequate reserve fund for maintenance, repair and replacement of Common Elements must be replaced on a periodic basis will be established and funded by regular monthly payments rather t special assessments. A working capital fund for the initial months of operation equal to at least two (2) m assessments for each Unit must be established, collected and transferred to the Association at the time of c of sale by the Developer of each Unit and maintained in an account for the use and benefit of the Associat

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

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

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

(i) Upon written request, the Association shall give to any mortgagee of a Unit, FHLMC, Fanni any lending institution servicing such mortgages as are acquired by FHLMC or Fannie Mae, or any ins guarantor of a mortgage or deed of trust on a Unit, timely notice in writing of any loss to or the taking Common Elements if such loss or taking exceeds $50,000.00, or of any other condemnation or casualty lo affects either a material portion of the project or the Unit securing its mortgage, a lapse, cancellation or m modification of any insurance policy or fidelity bond maintained by the Association, or any proposed acti requires the consent of a specified percentage of mortgagees.

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

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

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

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

27. Captions. The captions herein are inserted only as a matter of convenience, and in no way define, l describe the scope of these provisions or the intent of any provision hereof.

28. Gender and Number. The use of the masculine or neuter gender in this Declaration and in the Bylaws s deemed to include the masculine, feminine and neuter gender whenever the context so requires, and the the singular shall be deemed to include the plural whenever the context so requires, and vice versa.

IN WITNESS WHEREOF, Developer has caused this Declaration to be executed this 28 day of October, 2021.

Adam Gordon Wright

Adam Gordon Wright

STATE OF TENNESSEE

COUNTY OF DAVIDSON

Before me, Kristina Bagwell of the state and county men personally appeared Adam Gordon Wright, with whom I am personally acquainted (or proved to me on th of satisfactory evidence), and who, upon oath, executed the foregoing instrument for the purpose i contained, by personally signing his name.

Witness my hand and seal at office, this 28 day of October, 2021.

Kristina Bagwell

Notary Signature

My Commission Expires: 09/08/2025

Notarized online using audio-video communication



Online Notary Public
My Commission Expire
September 8 2025

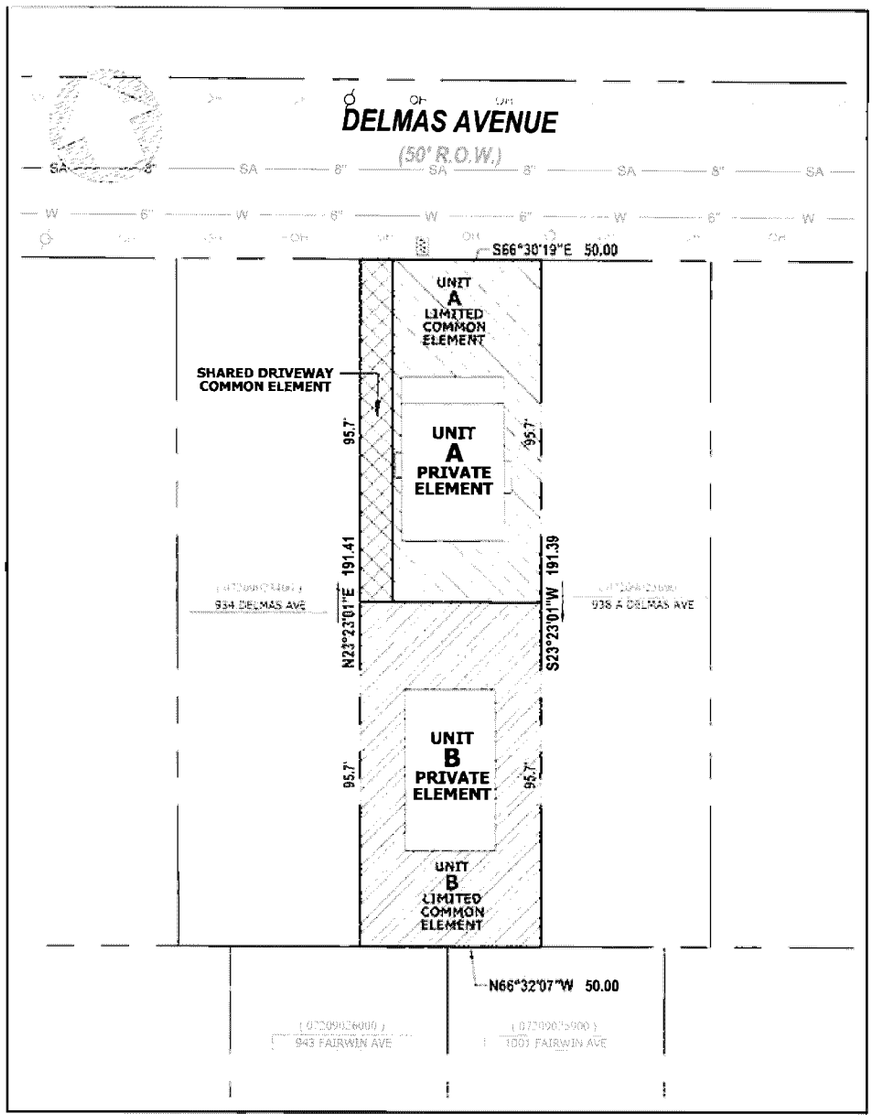
EXHIBIT A: LEGAL DESCRIPTION

Being the easterly half of Lot No. 34 on the Map of East Hill Addition, as of record in Plat Book 332, Pag
Register's Office for Davidson County, Tennessee.

Said part of Lot No. 34 fronts 50 feet on the southerly side of Delmas Avenue and runs back between para
lines 191 feet, more or less, to the southerly line of said subdivision.

Being the same property conveyed to Adam Gordon Wright by Quitclaim Deed from Ellen Patricia Mulli
dated October 28, 2021, and recorded _____, 2021, in Instrument No.
202111020146500, Davidson County, Tennessee.

Property Address: 936 Delmas Avenue, Nashville, Tennessee 37216.



THIS SURVEY WAS DONE UNDER THE AUTHORITY OF TCA 62-18-126 AND IS NOT A "GENERAL PROPERTY SURVEY" AS DEFINED UNDER RULE 0820-3-01. THE INFORMATION SHOWN ON THIS EXHIBIT WAS DERIVED FROM RECORDED DEEDS, PLATS, AND FIELD MEASUREMENTS. SAID PROPERTY IS SUBJECT TO ANY FINDINGS OF AN ACCURATE TITLE SEARCH. NO TITLE WORK WAS FURNISHED TO THE SURVEYOR PRIOR TO THIS EXHIBIT. THIS EXHIBIT IS NOT INTENDED TO BE A BOUNDARY SURVEY OF THE PROPERTY SHOWN HEREON.

JASON A. GARRETT
TENNESSEE NO. 2861

GRAPHIC SCALE (IN FEET)
1 inch = 30 ft

EXHIBIT 'B' - Units A & B
936 Delmas Avenue
NASHVILLE, TENNESSEE
Metro Parcel ID: (07209023500)

CLINT ELLIOTT SURVEY
1711 Hayes Street
Nashville, TN 37203
clintelliottsurvey.com
(615) 490-3236

Drafted By: CE

EXHIBIT C: BYLAWS OF 936 Delmas Avenue Homes HOMEOWNERS' ASSOCIATION, INC.

Article I. Office

Section 1. Principal Office. The principal office of the Association shall be maintained at 9 Delmas Avenue A Nashville, TN 37216 or at such other locations as the Board of Directors may design

Section 2. Place of Meetings. All meetings of the Association shall be held at its principal of unless some other place is stated in the call.

Article II. Association of Unit Owners

Section 1. Annual Meeting. The annual meeting of the Association (except for the first ann meeting) shall be held at such time and place as shall be determined by the Board.

Section 2. Special Meetings. Special meetings may be held at any time upon the call of the Presid or upon the call of any one Unit Owner. Upon receipt of such call, the Secretary shall send out notice the meeting to all members of the Association.

Section 3. Notice of Meetings. A written or printed notice of every meeting of the Associati stating whether it is an annual meeting or special meeting, the authority for the call of the meeting, place, day and hour thereof and the purpose therefore, shall be given by the Secretary or the persor persons calling the meeting at least ten (10) days before the date set for such meeting. Such notice sl be given to each member in any of the following ways: (a) by any manner permitted under the Declarati or (b) by leaving the same with him personally, or

(c) by leaving the same at the residence or usual place of business of such member, or (d) by mailing postage prepaid, addressed to such member at his address as it appears on the records of the Associati If notice is given pursuant to the provisions of this section, the failure of any member to receive act notice of the meeting shall in no way invalidate the meeting or any proceedings at such meeting. U written request for notices, mailed by certified mail, addressed to the Secretary of the Association at address of the Association, the holder of any duly recorded first mortgage or deed of trust against any U may obtain a copy of any and all notices permitted or required to be given, and any such mortga requesting such notice shall thereafter receive all notices sent to the members from and after receip said request until said request is withdrawn or said mortgage is discharged of Record.

Section 4. Waiver of Notice. The presence of all the members, in person or by proxy, at any meet shall render the same a valid meeting, unless any member shall, at the opening of such meeting, objec the holding of the same for noncompliance with the provisions of Section 3 of this Article II. Any meet so held without objection shall, notwithstanding the fact that no notice thereof was given, or that the not given was improper, be valid for all purposes, and at such meeting any general business may be transac and any action may be taken; provided, however, that where a member has pledged his vote by mortga deed of trust or agreement of sale, only the presence of the pledgee will be counted in determining whet notice is waived with regard to business dealing with such matters upon which the member's vote is pledged.

Section 5. Quorum. A quorum of Unit Owners for any meeting shall be constituted by Unit Own represented in person or by proxy and holding a majority of votes entitled to be cast at such meeting.

Section 6. Membership: Voting. Any person or combination thereof owning any Unit duly recor in his name, the ownership of which shall be determined by the records of the Register's Office Davidson County, Tennessee, shall be a member of the Association, and either in person or by pr

entitled to a vote equivalent to one (1) vote for each Unit so owned at all meetings of the Association. A provision to the contrary notwithstanding, co-owners or joint owners shall be deemed one Unit Ow and one member. The authority given by a member to another person to represent such member meetings of the Association shall be in writing, signed by such member (or if a Unit is jointly owned th by co-owners or joint owners, by all such co-owners or joint owners; or if such member is a corporati by the proper officers thereof), and shall be filed with the Secretary, and unless limited by its terms, su authority shall be deemed good until revoked in a writing filed with the Secretary. An execut administrator, guardian or trustee may vote in person or by proxy at any meeting of the Association w respect to any Unit owned or held by him in such capacity, whether or not the same shall have be transferred to his name by a duly recorded conveyance. In case such Unit shall not have so been transfer to his name, he shall satisfy the Secretary that he is the executor, administrator, guardian or trustee hold such Unit in such capacity.

The membership of each Unit Owner shall terminate when he ceases to be a Unit Owner, a upon the sale, transfer or other disposition of his ownership interest in the Property, his membership sh automatically be transferred to the new Unit Owner succeeding to such ownership interest.

No Unit Owner who is in default in the payment of assessments hereunder shall be entitled exercise the right to vote hereunder until such Owner has cured such default. A Unit Owner shall deemed to be in default if h has not paid his assessments within fifteen (15) days after the due date there A Unit Owner may protest the amount of the assessment, but it still must be paid during the pendency his protest to the Board.

Section 7. Action by Written Consent. Action which is required or permitted to be taken at a meet of the Unit Owners may be taken without such a meeting if all Unit Owners entitled to a vote on the act consent to taking such action without a meeting.

Article III. Board of Directors

Section 1. Number and Qualification. The affairs of the Association shall be governed by a board directors (the "Board of Directors" or the "Board") composed of three (3) persons, and the Developer sh appoint the interim Board of Directors until the first meeting. Two (2) Directors shall consist of one Director being each Unit Owner or spouse of each Unit Owner. A third Director shall be elected unanimous decision of the two (2) Unit Owner Directors. Should any Unit Owner Director transfer t to his Unit, the respective successor Unit Owner shall assume the transferor's position as Director. I Director shall cease to meet such qualifications during his term, such Director shall cease to be a Direc and his or her place on the Board shall be deemed vacant.

Section 2. Powers and Duties. The Board of Directors shall have all of the powers and duties gran thereto in the Declaration and all other powers and duties necessary for the administration of the affa of the Association, and may do all such acts and things as are not by law, by the Declaration or by th Bylaws directed to be exercised and done by the Unit Owners.

Section 3. Other Powers and Duties. In addition to duties imposed by the Declaration, these Byla or by resolutions of the Association, the Board of Directors shall have the following powers and duties

(a) to administer the affairs of the Association and the Property;

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

provided, however, that any management agreement relating to the Property shall be terminable for ca upon thirty (30) days' notice and shall have a term of not less than one (1) year nor more than five years, which term shall be renewable upon approval of the Board of Directors.

(c) to formulate policies for the administration, management and operation of the Prope and the Common Elements, as defined in the Declaration, thereof;

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

(e) to provide for the surveillance, maintenance, repair and replacement of the Comm Elements

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

(g) to appoint committees of the Board and to delegate to such committees the Boar authority to carry out certain duties of the Board as provided in the Declaration and these Bylaws;

(h) to determine the fiscal year of the Association and to change said fiscal year from ti to time as the Board deems advisable;

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

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

(k) unless otherwise provided herein or in the Declaration, to comply with the instructi of a majority of the Unit Owners as expressed in a resolution duly adopted at any annual or special meet of the Association;

(l) to secure insurance policies as required by the Declaration and these Bylaws, and this regard, annually to review the amounts of coverage afforded by such policies;

(m) to be responsible for and maintain all sidewalks, utilities, and any other services c public nature that are classified as Common Elements in the Declaration; and

(n) to exercise all other powers and duties of the board of administration or Unit Own as a group that are provided in the Act, and all powers and duties of a board of managers or a board directors referred to in the Declaration or these Bylaws.

Section 4. Manager or Managing Agent: Employees Generally. The Managing Agent shall perfo such duties and services as the Board of Directors shall authorize. The duties conferred upon the Manag Agent by the Board of Directors may be at any moment revoked, modified or amplified by the vote of Association in a duly constituted meeting. The Board of Directors and/or the Managing Agent (with approval of the Board of Directors) may employ any other employee or agents to perform such duties such salaries as the Board of Directors may establish. The Board of Directors may enter into such serv contracts on behalf of the Association as are necessary and appropriate and shall have authority, but the obligation, to assume, on behalf of the Association, any initial service contracts entered into Developer that comply with the requirements and limitations imposed herein.

Section 5. Election and Term of Office. The directors of the Association shall be elected by

affirmative vote of not less than sixty-seven percent (67%) of the Unit Owners. The first annual meet of the Association will be called by the new President at such time as, in its discretion, it deems best, in no event shall it be later than three (3) months after all Units have been conveyed. Developer, or nominee, shall act as President of the Association until the new President has been named by the Bo of Directors. If Developer and/or his nominees as the initial Board and/or Officers, has not resigned pı to the conveyance of the last Unit, then the resignation of Developer and/or his nominees as the ini Board and/or Officers as such shall be automatic and effective thirty (30) days after the conveyance of last Unit, as evidenced by the real property records for the county that is the situs for the Property. At first annual meeting of the Association, the terms of office for the first board of directors (the "F Board") shall be fixed wherein two (2) directors shall serve for one (1) year and one (1) director sl serve for two (2) years.

At the expiration of the initial term of office of each respective director, his successor shall elected by all those entitled to vote to serve a term of one (1) year. The directors shall hold office u their successors have been elected and hold their first meeting.

Section 6. Vacancies. Any vacancy occurring in the Board shall be filled by majority vote of remaining Directors, and any Director so elected shall hold office for a term equal to the unexpired te of the Director succeeded.

Section 7. Removal of Directors. Any non-Unit Owner Director may be removed from office w or without cause by the vote of a majority of the Unit Owners.

Section 8. Compensation. No compensation shall be paid to Directors for their services as Directc unless expressly provided for in resolutions duly adopted by the Unit Owners.

Section 9. Regular Meetings. Regular meetings of the Board of Directors shall be following regular annual meeting of the Unit Owners.

Section 10. Special Meetings. Special meetings of the Board of Directors may be called by President or by a majority of the Board on no less than forty-eight (48) hours' notice to each Direct given personally or by mail, addressed to his residence, or by telephone, which notice shall state the d time and place of the meeting. Action which is required or permitted to be taken at a meeting of the Bo of Directors may be taken without such a meeting if all Directors consent to taking such action witho meeting.

Section 11. Waiver of Notice. Before or at any meeting of the Board of Directors, any Director m in writing, waive notice of such meeting and such waiver shall be deemed equivalent to the giving of s notice. Attendance by a Director at any meeting of the Board shall be a waiver of notice by him of time and place thereof. If all the Directors are present at any meeting of the board, no notice shall required and any business may be transacted at such meeting.

Section 12. Board of Directors' Quorum. A quorum of the Board of Directors consists of a majo (but no fewer than two (2)) of the Directors then in office before a meeting begins.

Section 13. Bonds of Officers and Employees. The Board of Directors may, at its sole discreti require that all officers and employees (including without limitation any management agent) of corporation handling or responsible for corporate funds shall be covered by blanket fidelity bonds nam the Association as obligee, which bonds shall be in the amount equal to one hundred fifty percent (150 of the estimated annual operating expenses of the Project. Each such bond shall contain an agreemen notify the Board, the holder of a first mortgage or deed of trust on a Unit and every other person in inte

who shall have requested such notice at least thirty (30) days' prior notice of any cancellation or mater alteration of such bond. The premiums on such bonds shall be paid by the Association as a comm expense of the Association.

Article IV. Officers

Section 1. Designation. The principal officers of the Association shall be a President and Secretary, all of whom shall be elected by and from the Board of Directors. The Directors may appoir vice president, treasurer, assistant treasurer, assistant secretary, and such other officers as in their judgm may be necessary. An officer may serve in more than one capacity; provided, however, that there shall no less than two (2) persons serving as officers; and further provided that no one person shall serve both President and Secretary simultaneously.

Section 2. Election of Officers. The officers of the Association shall be elected annually by t Board of Directors at the organizational meeting of each new Board of Directors and shall hold office the pleasure of the Board of Directors.

Section 3. President. The President shall be the chief executive officer of the Association. He sh preside at all meetings of the Association and of the Board of Directors. He shall have all of the gene powers and duties that are usually vested in the office of president of an association, including but n limited to the power to appoint committees from among the Unit Owners from time to time as he may his discretion decide is appropriate to assist in the conduct of the affairs of the Association.

Section 4. Vice President. The Vice President, if any, shall take the place of the President a perform his duties whenever the President shall be absent or unable to act. If neither the President nor Vice President is able to act, the Board of Directors shall appoint some other member of the Board to so on an interim basis. The Vice President shall also perform such other duties as shall from time to ti be imposed upon him by the Board of Directors.

Section 5. Treasurer. The Treasurer, if any, shall have the responsibility for Association funds a securities and shall be responsible for keeping full and accurate accounts of all receipts and disburseme in books belonging to the Association. He shall be responsible for the deposit of all monies and otl valuable effects in the name, and to the credit, of the Association in such depositories as may from ti to time be designated by the Board of Directors.

Section 6. Secretary. The Secretary shall attend and keep the minutes of all meetings of the Bo of Directors or of the Association; shall give all notices as provided by these Bylaws, and shall have otl powers and duties as may be incidental to the office of Secretary, given him by these Bylaws or assigr to him from time to time by the Board of Directors. If the Secretary shall not be present at any meeti the presiding officer shall appoint a secretary pro tempore who shall keep the minutes of such meet and record them in the books provided for that purpose.

Section 7. Auditor. The Association may at any meeting appoint some person, firm or corporat engaged in the business of auditing to act as auditor of the Association and to perform such audits a fiscal duties as may be requested of him by the Association.

Section 8. Compensation. The officers shall receive no compensation for their services as office unless expressly provided for in a resolution duly adopted by the Unit Owners.

Article V. Obligations of the Unit Owners

Section 1. Expenses and Assessments. Every Unit Owner shall contribute, pro rata on the basis of proportionate share of the Common Expenses as set forth in the Declaration, toward the expenses administration of the Property and the Association, including but not limited to all types of insurance a the costs of operation, maintenance, repair and replacement of the Common Elements. The Associat shall fix a monthly charge for each Unit in an amount sufficient to provide for its pro rata share of all su current expenses, reasonable reserves for future expenses of administration, reasonable reserves for expenses of utilities, periodic maintenance, repair and replacement associated with the Common Eleme and such other expenses as the Association may deem proper, subject to adjustment from time to time the Association may deem necessary. Such monthly charge shall be due and payable in advance on first day of every month, shall bear interest thereon at the maximum rate then allowed by applicable l from the date due until paid, and such charges, together with interest as aforesaid and reasonable attorne fees of the Association (all as provided in the Declaration) shall be a lien on the Unit, assessed prior right to all other charges whatsoever except assessments, liens and charges in favor of the State Tennessee and Davidson County for taxes past due and unpaid on such Unit, and amounts and liabilit secured by the lien of a recorded deed of trust on the interest of such Unit Owner, except for the amo of the proportionate share of Common Expenses which are due and payable from and after the date which such deed of trust beneficiary either takes possession of the Unit, accepts a conveyance of a interest therein (other than as security), or files suit to foreclose on its deed of trust. If any Unit Ow shall fail or refuse to pay when due such Owner's proportionate share of the expenses, the Associat shall have the authority to exercise and enforce any and all rights and remedies as provided for in the A the Declaration or these Bylaws, or as are otherwise available at law or in equity, for the collection of unpaid assessments.

Section 2. Working Capital. At the option of the Board, a working capital fund may be maintair by the Association. Each Unit's share of the working capital fund must be collected and transferred to Association at the time of the closing of the sale of each Unit and maintained in an account for the use a benefit of the Association. The purpose of the working capital fund is to insure that the Association v have cash available to meet unforeseen expenditures, and/or to acquire additional equipment or servi deemed necessary or advisable by the Board, and disbursements from such fund shall be made as direc by the Board. Amounts paid into the working capital fund shall in no event be considered adva payments) of monthly assessments.

Section 3. Maintenance and Repair.

(a) Every Unit Owner must perform promptly all maintenance and repair work within Unit and Limited Common Elements that, if omitted, would affect the Property in its entirety or a p belonging to other Unit Owners, and is responsible for the damages and liabilities that his failure to do may cause.

(b) All the repairs of internal installations of a Unit such as water, light, power, sewa telephone and sanitary installations, lamps and all other accessories belonging to the Unit area shall maintained at the Unit Owner's expense.

(c) A Unit Owner shall reimburse the Association for any expenditure incurred in repair or replacing any Common Elements damaged through his fault.

Section 4. Use of Units. All Units shall be used in accordance with the provisions of the Byla the Declaration and the Rules and Regulations.

(a) No unlawful, noxious or offensive activities shall be carried on in any Unit Elsewhere on the Property, nor shall anything be done therein or thereon which shall constitute a nuisa or which shall in the judgment of the Board cause unreasonable noise or disturbance to others.

Section 5. Rules and Regulations. In order to assure the peaceful and orderly use and enjoyment the Units and Common Elements of the Property, the Association may from time to time adopt, mod and revoke in whole or in part, such reasonable rules and regulations, to be called Rules and Regulatio governing the Units and the Common Elements of the Property as it may deem necessary. The Rules a Regulations, upon adoption, and every amendment, modification and revocation thereof, shall delivered promptly to each Unit Owner and shall be binding upon all members and occupants of Property.

Section 6. Deeds of Trust and Mortgages. Any holder of a deed of trust or mortgage with respec a Unit may file a copy of such instrument with the Board of Directors through the Secretary, who shall required to notify such holder or mortgagee of:

(a) Any condemnation loss or any casualty loss that affects a material portion of Property or the Unit covered by such mortgage or deed of trust;

(b) Any delinquency in the payment of expenses or charges owed relating to the Unit t is covered by such mortgage or deed of trust that remains uncured for sixty (60) days, and that the hol or mortgagee may, at its option, pay such delinquent expenses;

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

(d) Any proposed action that would require the consent of a specified percentage of d of trust or mortgage lien holders.

Section 7. Insurance. The Board on behalf of the Association and its Common Expense shall at times keep the Common Elements insured against loss or damage by fire with extended coverage in insurance company authorized to do business in the State of Tennessee in accordance with the Declarati

Article VI. Execution of Instruments

Section 1. Instruments Generally. All checks, drafts, notes, bonds, acceptances, contracts and other instruments except conveyances shall be signed by such person(s) as shall be designated resolution applicable thereto.

Article VII. Liability of Officers, Directors and Members

Section 1. Exculpation. No director or officer of the Association shall be liable for acts or defa of any other officer or member or for any loss sustained by the Association or any member thereof, unl the same has resulted from his own willful misconduct or negligence.

Section 2. Indemnification. The Association shall indemnify and hold harmless each of its direct and officers, each member of any committee appointed pursuant to these Bylaws, the Board and Developer against all contractual and other liabilities to others arising out of contracts made by or ot acts of such directors, Board, officers, committee members or Developer, on behalf of the Unit Own or arising out of their status as directors, officers, committee members or Developer, unless any s contract or act shall have been made fraudulently or with gross negligence or criminal intent. It is inten that the foregoing indemnification shall include indemnification against all costs and expenses (includi but not limited to, counsel fees, amounts of judgments paid and amounts paid in settlement) reasona

incurred in connection with the defense of any claim, action, suit or proceeding, whether civil, crimir administrative or other, in which any such director, officer, Board, committee member or Developer m be involved by virtue of such person(s) being or having been such director, officer, committee membe Developer; provided, however, that such indemnity shall not be operative with respect to (a) any mat as to which such person shall have been finally adjudged in such action, suit or proceeding to be liable gross negligence or fraud in the performance of his duties as such director, officer, committee membe Developer, or (b) any matter settled or compromised, unless, in the opinion of independent coun selected by or in a manner determined by the Board, there is not reasonable ground for such persor being adjudged liable for gross negligence or fraud in the performance of his or their duties as su director, officer, committee member or Developer.

Section 3. Success on Merits. To the extent that the Developer or a member of the Board of Direct or an officer of the Association or a member of any committee appointed pursuant to the Bylaws of Association has been successful on the merits or otherwise in defense of any action, suit or proceed referred to in Section 2 of this Article VII, or in defense of any claim, issue or matter therein, he shall indemnified against expenses (including attorney's fees) actually and reasonably incurred by him connection therewith.

Section 4. Advance Payment. Expenses incurred in defending a civil or criminal action, suit proceeding may be paid by the Association in advance of the final disposition of such action, suit proceeding as authorized by the Board of Directors in the specific case upon receipt of an undertaking or on behalf of the person or entity seeking such indemnification or payment in advance to repay su amount unless it ultimately shall be determined that he is entitled to be indemnified by the Association authorized in this Article VII.

Section 5. Miscellaneous. The Association and the Board shall have the power to raise and responsibility for raising, by special assessment or otherwise, any sums required to discharge Association's obligations under this Article; provided, however, that the liability of any Unit Ow arising out of any contract made by or other acts of the directors, Board, officers, members of su committees or Developer, or out of the aforesaid indemnity in favor of the directors, Board, office members of such committees or Developer, shall be limited to such proportion of the total liabil hereunder as said Unit Owner's percentage of interest in the Common Elements bears to the to percentage interest of all of the Unit Owners in the Common Elements. Every agreement made by directors, Board, officers, members of such committees, Developer or the Managing Agent on behalf the Unit Owners shall provide that the directors, Board, officers, members of such committees, Develo or the Managing Agent, as the case may be, are acting only as agents for the Unit Owners and shall ha no personal liability thereunder (except as Unit Owners), and that each Unit Owner's liability thereun shall be limited to such proportion of the total liability thereunder as his percentage of interest in Common Elements bears to the total percentage interest of all Unit Owners in the Common Elements.

Article VIII. Amendment

Section 1. Amendment. These Bylaws may be amended, modified or revoked in any respect fr time to time by vote of not less than sixty-seven percent (67%) of the Unit Owners at a meeting duly cal for the purpose; PROVIDED, HOWEVER, that the contents of these Bylaws shall always contain th particulars that are required to be contained herein by the Act; and PROVIDED, FURTHER, that modification of or amendment to these Bylaws shall be valid unless set forth in an amendment to

Declaration.

Section 2. Conflict. In the event of any conflict between the provisions of these Bylaws and provisions of the Declaration, the Declaration shall govern and apply.

Article IX. Miscellaneous

Section 1. Terminology. When used herein, the singular shall include the plural, and vice versa, and the masculine, feminine or neuter gender shall include all other genders, as the context requires.

Article X: Ownership Interest Percentages

Unit Number	Percentage of Ownership in Association	Share of Common Expenses
A	50%	50%
B	50%	50%

EXHIBIT D: ATTORNEY'S CERTIFICATE

Date: 10-27-21

Re: *936 Delmas Avenue Homes, Davidson County, Tennessee*

To Whom It May Concern:

I am an attorney licensed to practice in the State of Tennessee. I have prepared legal documents required by Tenn. Code Ann. § 66-27-101, *et seq.* for the creation of the planned unit development known as 936 Delmas Avenue Homes, including the Charter and corporate bylaws of 936 Delmas Avenue Homes, Inc. and the Declaration of Covenants, Conditions and Restrictions for 936 Delmas Avenue Homes recorded with the Davidson County Register of Deeds. Such documents are compliance with said statute and a planned unit development is created thereunder. This opinion is given for the limited purpose of complying with Tenn. Code Ann. § 66-27-103(b).

Sincerely,

Matthew J. Anderson
Anderson Legal, PLLC
113 Cumberland Ave Suite 100
Madison, TN 37115

TRUE COPY CERTIFICATION

I, William McSeveney, do hereby make oath that I am a licensed attorney and/or the custodian of the original version of the electronic document tendered for registration herewith and that this electronic document is a true and exact copy of the original document executed and authenticated according to law on 10/28/21.

William McSeveney Date: 10/28/21

Signature

State of Tennessee

County of Davidson

Personally appeared before me, Kristina Bagwell, a notary public for this county and state, William McSeveney, who acknowledges that this certification of an electronic document is true and correct and whose signature I witnessed.

Sworn to and subscribed to me this 28th day of October, 2021.

Kristina Bagwell

Notary Signature

My commission expires: 09/08/25

KRISTINA BAGWELL
STATE OF TENNESSEE NOTARY PUBLIC
COUNTY OF DAVIDSON