Karen Johnson Davidson County
Batch# 906802 DEEDMAST
08/23/2022 02:46:30 PM 24 pgs
Fees: $122.00 Taxes: $0.00
20220823-0095288

Prepared by:
Guaranty Title and Escrow Co.
721 President Place, #100
Smyrna, TN 37167

# Declaration of Covenants, Conditions and Restrictions For 1101 2nd Avenue South Townhomes A Horizontal Property Regime with Private Elements

This Declaration of Covenants, Conditions and Restrictions for 1101 2nd Avenue South Townhomes is made and established this 23rd day of August, 2022 by J2K Builders, LLC, a Tennessee Limited Liability Company (herein after referred to as Developer or Declarant), and

Witnessed

A. Whereas, the Developer is the fee simple owner of certain real property located in Davidson County, Tennessee, and more particularly described in Exhibit "A", and

B. Developer desires to submit the real property described in Exhibit "A", together with all buildings, structures, improvements and other permanent fixtures of whatsoever kind thereon, and all rights and privileges belonging or in anywise pertaining thereto to the provisions of the Horizontal Property Act of the State of Tennessee, for the purpose of establishing a Horizontal Property Regime with Private Elements known as 1101 2nd Avenue South Townhomes, a planned unit development.

C. Developer further desires to establish for its own benefit and for the mutual benefit of all future owners or occupants of the Property or any part thereof, certain rights, easements and privileges in, over and upon the Property, and certain mutually beneficial restrictions and obligations with respect to the proper use, conduct and maintenance thereof, for the purpose of enhancing and perfecting the value, desirability and attractiveness of the Property.

NOW THEREFORE, Developer declares as follows:

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

(a) "Act" means the "Horizontal Property Act" of the State of Tennessee, TCA 66-27-101 et. seq.

(b) "Association" means 1101 2nd Avenue South Townhomes Owner Association, a Tennessee not-for-profit corporation, which has as members all Unit Owners of 1101 2nd Avenue South Townhomes.

(c) "Board" means the Board of Directors of 1101 2nd Avenue South Townhomes Owner Association.

(d) "Buildings" means the building located on the Parcel and forming part of the Property and containing the Units. The "Buildings" are or will be delineated on the Site Plan.

(e) "By-Laws" means the By-Laws of 1101 2nd Avenue South Townhomes Owner Association attached hereto as Exhibit "C" and made a part hereof, as amended from time to time. For purposes of the Act, all provisions contained in the body of this Declaration dealing with the administration and maintenance of the property shall be deemed to be part of the By-Laws.

(f) "Common Elements" means all of the Property except for the Units, and, without limiting the generality of the foregoing, shall



202208230095288

include those items defined as "general common elements" in the Act, including the following:

1. The Parcel;

2. All foundations, bearing walls and columns, roofs, attics, and entrances and exits or communication ways.

3. All yard and gardens except as otherwise herein provided or stipulated.

4. All compartments or installations of central services such as power, light, gas, cold and hot water, refrigeration, reservoirs, water tanks and pumps, swimming pools, and the like.

5. All garbage dumpsters and, in general, all devices or installations existing for common use.

6. All swimming pools, clubrooms and recreational facilities.

7. Pipes, ducts, electrical wiring and conduits except pipes, ducts, electrical wiring and conduits situated entirely within a Unit and serving only such Unit.

8. All other elements of the buildings desirable or rationally of common use or necessary to the existence, upkeep and safety of the Townhome regime established by this Declaration.

(g) "Developer" means J2K Builders, LLC, a Tennessee Limited Liability Company, their successors and assigns, provided such successors and assigns are designated in writing by Developer as a successor or assign of the rights out of Developer set forth herein.

(h) "Limited Common Elements" means all Common Elements contiguous to and serving exclusively a single Unit or one or more adjoining Units as an inseparable appurtenance thereto, the enjoyment, benefit or use of which is reserved to the lawful Occupants of such Unit or Units either in this Declaration, on the Site Plan, or the Board, Limited Common Elements shall include, but shall not be limited to, the separate furnace, air conditioner and water heater located within or adjacent to a Unit and serving only such Unit, pipes, ducts, electrical wiring and conduits located entirely within a Unit or adjoining Units and serving only such Unit or Units, any porches, decks, balconies, terraces, patios, crawl space and outside storage compartments and such portions of the perimeter walls, floors and ceilings, doors, windows, screens, and entry-ways, and all associated fixtures and structures therein as lie outside the Unit boundaries.

(i) "Majority" or "majority of the Unit Owners" means the owners of more than fifty (50) percent of the Units.

(j) "Declaration" means this instrument, by which the Property is submitted to the provisions of the Act, as herein provided, and such Declaration as Amended from time to time.

(k) "Owners Association" means the 1101 2nd Avenue South Townhomes Owner Association, a Tennessee not-for-profit

corporation, which has as members all owners of Units located on real property subject to the Restrictions of the Declaration.

(l) "Occupant" means a person or persons in possession of a Unit, regardless of whether said person is a Unit Owner.

(m) "Parcel" means the parcel or tract of real estate, described in Exhibit "A" to this Declaration, which is submitted to the provision of the Act.

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

(o) "Site Plan or Plat" means the Site Plan of the Parcel and any amendments thereto submitted to the provisions of the Act showing the number of each Unit, expressing its area, location and other data necessary for identification which is attached as Exhibit B.

(p) "Property" means all the land, property and space comprising the Parcel as defined in (m), and all improvements and structures erected, constructed or contained therein or thereon, including the buildings and all easements, rights and appurtenances belonging thereto, and all furniture, furnishings, fixtures and equipment intended for the mutual use, benefit or enjoyment of the Unit Owners, submitted to the provisions of the Act.

(q) "Record or Recordings" refers to the record or recording in the Office of the Register in Davidson County, Tennessee.

(r) "Unit" shall mean the fee simple estate within the building, as such area is identified, located and described on the Site Plan and as hereinafter set forth. The boundaries of each Unit, shall be and are the unfinished interior surfaces of its perimeter walls, floors, plus the real property directly under the ground floor of such Unit, ceilings, doors and windows, and a Unit includes both the portion of the Building so described and the air space so encompassed, excepting Common Elements. It is intended that the term "Unit" as used in this Declaration shall have the same meaning as the term "Apartment" as used in the Act.

(s) "Unit Owner" means the person or persons whose estates or interest, individually or collectively, aggregate fee simple ownership of a Unit and of the undivided interest in the Association appurtenant thereto, and shall be deemed the same as a "co-owner" under the Act. Unless specifically provided otherwise herein, the Developer shall be deemed a Unit Owner so long as it is the legal titleholder of any Unit.

(t) "Private Elements" shall mean and include the ground upon which each Unit is located and the improvements located thereon, for which fee simple ownership and exclusive use is reserved to that Unit only."

2. Submission of Property to the Act. (a) The Developer does hereby submit and subject the parcel and the Property to the provisions of the Horizontal Property Act of the State of Tennessee.

3. Site Plan. The Site Plan sets forth the numbers and location of each Unit as required by the Act.



202208230095288

4. Units. The legal description of each Unit shall consist of the identifying number of each Unit as shown on the Site Plan. 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 such description shall be deemed good and sufficient for all purposes, as provided in the Act. Except as provided by the Act, no Unit Owner shall, by deed, Site Plan, court decree or otherwise, subdivide or in any other manner cause his Unit to be separated into any tracts or parcels different from the whole Unit as shown on the Site Plan.

5. (a) Association of Unit Owners and Administration and Operation of the Property. There has been formed an Association having the name 1101 2nd Avenue South Townhomes Association, a Tennessee not-for-profit corporation, which Association shall be the governing body for all of the Unit Owners, for the maintenance, repair, replacement, administration and operation of the Property, as provided in the Act, this Declaration and the By-Laws. The By-Laws for the Association shall be the By-Laws attached to this Declaration as Exhibit "C" and made a part thereof. The Board of Directors of the Association shall be elected and shall serve in accordance with the provisions of the By-Laws. The fiscal year of the Association shall be determined by the Board, and may be changed from time to time, as the Board deems advisable. The Association shall not be deemed to be conducting a business of any kind. All activities undertaken by the Association shall be for the sole benefit of the Unit Owners, and all of Unit Owners in accordance with the provision of the Declaration and By-Laws. Each Unit Owner shall be a member of the Association so long as he is a Unit Owner. A Unit Owner's membership shall automatically terminate when he ceases to be a Unit Owner. Upon the conveyance or transfer of a Unit Owner's ownership interest to a new Unit, Owner, the new Unit Owner shall simultaneously succeed to the former Unit Owner's membership in the Association.

(b) Management of Property. The Board shall have the authority to engage the services of an agent (herein sometimes referred to as the Managing Agent") to maintain, repair, replace, administer and operate the Property, or any part thereof, to the extent deemed advisable by the Board, subject to the provisions of Subparagraph (d) below. The cost of such services shall be a common expense, as defined in Paragraph 9 below.

(c) Use by Developer. During the period of sale by the Developer of any Units, the Developer, and said Developer's agents, employees, contractors and subcontractors, and their respective agents and employees, shall be entitled to access and ingress to and and egress from the Buildings and Property as may be required for purposes of said sale of Units. While the Developer owns any of the Units and until each Unit is sold by or it is occupied by the Purchaser, the Developer and its employees may use and show one or more of such unsold or unoccupied Units as a model Unit or Units and may use one or more of such unsold or unoccupied Units as a sales office, and may place signs in connection therewith.

(d) Non-Liability of the Directors, Board, Officers, and Developer. Neither the directors and officers of the Association nor the Developer shall be personally liable to the Unit Owners for any mistake of judgment or for any other acts or omissions of any nature whatsoever as such directors, officers, or Developer except for any acts or omissions found by a court to constitute gross negligence or fraud. The Unit Owners shall indemnify and hold harmless each of the directors, officers, or Developer and their respective heirs, executors, administrators, successors and assigns in accordance with the provisions of the By-Laws.

6. Board's Determination Binding. In the event of any dispute or disagreement between any Unit Owners relating to the Property, or any questions of interpretation or application of the provisions of this Declaration or By-Laws, the determination thereof by the Board shall be final and binding on each and all such Unit Owners.

7. Ownership of the Common Elements. Each Unit Owner shall be entitled to an equal percentage of ownership in the Association in which the Common Elements are vested. Interest are allocated to the respective Unit based on the Ratio of the total number of Units to one Unit. The percentages of ownership interest shall remain constant unless hereafter changed by recorded amendment to this Declaration. The ownership of each Unit shall not be conveyed separate from the percentage of ownership

in the Association. The undivided percentage of ownership in the interest appurtenant to any Unit shall be deemed conveyed or encumbered with that Unit, even though the legal description in the instrument conveying or encumbered with that Unit, or encumbering said Unit may refer only to the fee title to that Unit.

8. Use of the Common Elements. Each Unit Owner shall have the right to use the Common Elements (except the Limited Common Elements and portions of the Property subject to leases made by or assigned to the Board) in common with all other Unit Owners, as may be required for the purposes of access, ingress to, egress from, use occupancy and enjoyment of the respective Unit owned by such Unit Owner. Such rights to use the Common Elements shall extend not only to each Unit Owner, but also to his agents, servants, tenants, family members, customers, invitees and licensees. However, each Unit Owner shall have the right to the exclusive use and possession of the Limited Common Elements contiguous to and serving such Unit alone or with adjoining Units. Such rights to use the Common Elements, including the Limited Common Elements, shall be subject to and governed by the provisions of the Act, Declaration, By-Laws, and rules and regulations which may from time to time be established by the Association. In addition, the Association shall have the authority to lease, grant concessions or grant easements with respect to parts of the Common Elements, subject to the provisions of this Declaration and By-Laws. All income derived by the Association from leases, concessions or other sources shall be held and used for the benefit of the members of the Association, pursuant to such rules, resolutions and regulations as the Board may adopt or prescribe.

9. (a) "Common Expenses." Each Unit Owner shall pay his proportionate share of the expenses of the administration and operation of the Common Elements and of any other expenses incurred in conformance with this Declaration and the By-Laws (which expenses are herein sometimes referred to as "common expenses"), including, but not limited to, the maintenance and repair thereof and any and all replacements and additions thereto. Such proportionate share of the common expenses for each Unit Owner shall be in accordance with his percentage of ownership in the Common Elements. Assessments for the payment of common expenses, including any prepayment thereof required by contract for sale of a Unit, shall be in such amounts and at such times as determined in the manner provided in the Declaration and By-Laws. No such Owner shall be exempt from payment of his proportionate share of the common expenses by waiver or nonuse or enjoyment of the Common or Limited Common Elements or by abandonment of his Unit. If any Unit Owner shall fail or refuse to make any such payment of assessments for common expenses when due, the amount thereof together with any reasonable late charge established by the Board, and together with interest thereon at the rate of ten percent (10) per annum, or such greater percentage as may then be permitted under the law of the State of Tennessee, after said assessments become due and payable shall constitute a continuing lien on the Unit against which the assessment is made, as provided in the Act. Each Unit Owner shall be personally liable for his portion of each assessment coming due while he is the owner of a Unit.

(b) "Lien of Assessment." In order to secure payment of assessments, both monthly or annual and special, as the same become due, there shall arise a continuing Lien and charge against each Unit, the amount of which shall include interest at the maximum effective rate allowed by law, costs, and reasonable Attorney's fees to the extent permissible by law. Each such assessment, together with such interest, costs, and reasonable Attorney's fees, shall also be the obligation of the person who was the Unit Owner of the Unit at the time the assessment became due; provided that this personal obligation shall not pass to successors in title unless expressly assumed by them. The Lien provided for herein, however, shall be subordinate to the Lien of any first Deed of Trust (sometimes hereinafter called "mortgage") on any Unit. The sale or transfer of any Unit shall not affect any Assessment Lien. The sale or transfer of any Unit that is subject to any first mortgage, pursuant to a foreclosure thereof or under power or any proceedings in lieu of foreclosure thereof, shall extinguish the Lien of such assessment, but not the personal obligation of any former Title Holder, as to payments that become due prior to such sale or transfer and subsequent to the recordation of the first mortgage that has been foreclosed, but the Association shall have a Lien upon the proceeds from the foreclosure or of sale junior only to the Lien of the foreclosed first mortgage. No sale or transfer shall relieve such Unit from liability for any assessment thereafter becoming due or from the Lien thereof.

(c) "Levy of Assessments." The Board shall fix the commencement date for monthly or annual assessments on the first day of the month following the conveyance of an improved Unit to a Unit Owner and shall collect for the prorated assessment between the commencement date and the calendar year next following. The Board may also fix an initial capital assessment for each unit to pay upon closing in order to provide the initial capitalization required for expenditures. Thereafter, monthly or annual assessments shall be levied by the Board, by action on or before December 1 of each year for the ensuing year. The Board, in its discretion, may provide for the periodic payment of each assessment at some interval other than monthly. Special assessments may be levied in any year for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Elements or such other portion of the Property for which the Association is obligated to maintain and repair, if any, including fixtures and personal property related thereto; provided that the same are first approved by the Board of Directors of the Association, recommended to the membership, and subsequently approved by affirmative vote of members entitled to cast at least two-thirds (2/3) of the votes at a meeting of the Members duly held for that purpose. Written notice of the monthly, annual or special assessment shall be mailed by U. S. first class mail to every Unit Owner subject hereto. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified Unit have been paid and the amount of any delinquencies. The Association shall not be required to obtain a request for such certificate signed by the Unit Owner, but may deliver such certificate to any Party who in the Association's judgment has a legitimate reason for requesting the same.

(d) "Maximum Annual Assessment." From and after one (1) year from the date initial assessments commence, the maximum annual assessment may be increased each year by an amount up to, but not in excess of twenty-five (25) percent of the annual assessment for the previous year without a vote of the membership. In the event the Board of Directors determines that an increase in excess of such amount is required, the amount of assessment exceeding such limitation shall be automatically effective thirty (30) days after the Association sends written notice to each Unit Owner of the amount and necessity of such increased assessment unless the Association receives written objection to such increased assessment of Members entitled to cast a more than fifty (50) percent of the percentage values of the votes eligible to be cast by members of the Association within such thirty (30) day period or a special meeting of Members is called within such thirty (30) day period and the excess assessment is disapproved by a like vote of the members at such meeting.

(e) "Rate of Assessment." Units in the development shall commence paying assessments upon the transfer of the improved unit to an Owner. Units owned by the Developer which are held for sale or used as a model shall not bear assessments until transferred to an owner.

(f) "Effect of Non-Payment of Assessments and Remedies of the Association." In addition to any other remedy available to the Association under this Declaration or applicable law, any assessment not paid within thirty (30) days after the due date shall be subject to a monthly late fee equal to the greater of ten dollars ($10.00) or ten (10) percent of the outstanding balance owed. Unpaid assessments shall bear interest from the due date at the maximum rate allowed by law. The Association, its agent or representative, may bring an action at law against the Unit owner personally obligated to pay the same or foreclose the Lien against the Unit to which the assessment relates, and interest, costs, and reasonable Attorney's fees for such action or foreclosure shall be added to the amount of such assessment to the extent allowed by law. No Unit Owner may avoid liability for the assessments provided for herein by non-use of the Common Elements or abandonment of his Unit.

(g) "Mortgage and Deed of Trust Protection." The lien for assessment payable by a Unit Owner shall be subordinate to the lien of a recorded first Mortgage or Deed of Trust on the interest of such Unit Owner, except for the amount of the proportionate share of common expenses which become due and payable from and after the date on which the Mortgagee or Beneficiary thereunder either takes possession of the Unit encumbered thereby, accepts a conveyance of any interest therein (other than a security) or forecloses its Mortgage or Deed of Trust.

10. Mortgages and Deed of Trust. Each Unit Owner shall have the right, subject to the provisions herein, to make separate mortgages and deeds of trust for his respective Unit together with his respective ownership interest in the Common Elements. No Unit Owner shall have the right or authority to make or create or cause to be made or created from the date hereof, any mortgage, deed of trust or other lien on or affecting the property or any part thereof, except only to the extent of his own Unit and the respective percentage interest in the Common Elements appurtenant thereto.

11. Separate Real Estate Taxes. Real estate taxes shall be separately taxed to each Unit Owner for his Unit and his corresponding percentage of ownership in the Common Elements, as provided in the Act. In the event that such taxes for any year are not separately taxed to each Unit Owner, but rather are taxed in the Property as a whole, then each Unit Owner shall pay his proportionate share thereof in accordance with his respective percentage of ownership interest in the Common Elements, and in said event, such taxes shall be a common expense.

12. Insurance. The Board shall have the authority to and shall obtain insurance for the Property, buildings and improvements exclusive of the additions within, improvements to and decorating of the Units or limited Common Elements by the Unit Owners, against loss or damage by fire, vandalism, malicious mischief and such other hazards as are covered under standard extended coverage provisions, for the full insurable replacement cost of the Common Elements and the Units, against such hazards and for such amounts as the Board may deem advisable. Insurable replacement cost shall be deemed the cost of restoring the Common Elements, Units, or any part thereof, to substantially the same condition in which they existed prior to damage or destruction. Such insurance coverage shall be written in the name of, and the proceeds thereof shall be payable to, the Board, as the trustee for each of the Unit Owners in direct ratio to said Unit Owner's respective percentage of ownership in the Common Elements, as set forth in this Declaration, and for the holders of mortgages in his Unit, if any. The policy of insurance shall also contain, if possible, (a) a waiver of subrogation rights by the insurer against individual Unit Owners, (b) an inflation guard endorsement, (c) a building ordinance endorsement and (d) (i) a guaranteed replacement cost endorsement or (ii) a replacement cost endorsement and, where available as agreed amount endorsement. The premium of such insurance and funds to cover any deductible amount shall be a common expense. However, at the option of the Board, and upon written notice to all Unit Owners, premiums for such insurance may be billed to each Unit Owner for his Unit and his corresponding percentage of ownership in the Common Elements.

Loss to improvements under construction shall be the responsibility of the Developer, builder and owner as their interest may appear regardless of whether the damage occurred to a common area or private element. It being specifically intended; the association and unit owners are not to be responsible for losses within new phases prior to completion and insurance of improvements. The Developer/builder as their interest may appear, shall be responsible to coordinate and provide for insurance coverage on new construction.

In the event of damage to or destruction of any Buildings or Common Elements as a result of fire or other casualty covered by insurance proceeds unless more than 2/3 of all Buildings require reconstruction, the Board shall, in its discretion, with prior written Consent of a majority of the Mortgagees of the Units affected, determine and without intervention of any Unit Owner arrange for the prompt repair and restoration of the damaged portions of all Units, Buildings and Common Elements substantially in accordance with the original plans and specifications therefore. Where the insurance indemnity is insufficient to cover the cost of such repairs and restoration, the deficiency shall be paid by all Unit Owners directly affected by the damage in proportion to each affected Unit's square footage in proportion to the total square footage of the affected Units. The Board shall not be responsible for the repair, replacement or restoration of any wall, ceiling or floor decorations or covering, or any other part of a Unit for which the responsibility of maintenance and repair is that of a Unit Owner, or for furniture, furnishings, fixtures, appliances or equipment installed in the Unit by a Unit Owner or Occupant or any other personal property located on the Property owned by a Unit Owner or Occupant unless insurance therefore is specifically provided for in the insurance policy obtained by the Board.

Reconstruction shall not be compulsory where the whole or more than two-thirds (2/3) of all the Buildings and Common Elements is destroyed by fire or other casualty, as

determined by the Board, in such case and unless agreed upon by the Unit Owners and their Mortgagees, the insurance proceeds shall be delivered to the Unit Owners or their Mortgagees, as their interests may appear, in proportion to the respective interest of the affected Units, as computed by dividing the square footage of each Unit by the total square footage of the affected Units together; and the Board, as soon as reasonably possible and as agent for the Unit Owners, shall sell the Property, in its then condition, free from the effect of this Declaration, which shall terminate upon such sale, on terms satisfactory to the Board, and the net proceeds of such sale, and the net proceeds of all insurance policies shall thereupon be distributed to the Unit Owners or their Mortgagee, as their interest appear, in proportion to the percentage interest in the affected Unit and in the Common Elements. If the Board fails to consummate a sale pursuant to this paragraph within twenty-four (24) months after the destruction or damage occurs, then the Managing Agent, or the Board shall, or if they do not, any Unit Owner or Mortgagee may, record a sworn declaration setting forth such decision and reciting that under the provision of this Declaration the prohibition against judicial partition provided for in this Declaration has terminated and that judicial partition of the Property may be obtained pursuant to the laws of the State of Tennessee. Upon final judgment of a court of competent jurisdiction decreeing such partition, this Declaration shall terminate.

The Board shall also have the authority to and shall obtain comprehensive public liability insurance, in such amounts as it deems desirable, and workman's compensation insurance and other liability insurance as it deems desirable, insuring each Unit Owner, Mortgagee of record, if any, the Association, its officers, directors, and employees, the Developer, and the Managing Agent if any from liability in connection with the Common Elements. The premiums and deductibles for such insurance shall be a common expense. However, at the option of the Board, and upon written notice to all Unit owners, premiums for such insurance shall be separately billed to each Unit Owner for his corresponding percentage of ownership in the Common Elements. Board shall retain in safe keeping such liability policy for six (6) years after the expiration date of the policy.

If the Board shall elect to manage the Association, the Board shall also have the authority to and shall obtain Fidelity coverage covering officers, directors, and employees who handle or are responsible for handling Association funds. Such Bonds shall be in such amounts as the Board may determine, but in no event less than 150 percent of the monthly operating expenses of the Association, and shall contain waivers of any defense based upon the exclusion of persons serving without compensation.

The Board shall also have authority to and may obtain such insurance as it deems desirable, in such amount, from such sources and in such forms as it deems desirable, insuring the Property and each member of the Board and officers of the Association, and each member of any committee pursuant to the By-Laws of the Association, from liability arising from the fact that said person is or was a director or officer of the Association, or member of such a committee. The premiums and deductibles for such insurance shall be a common expense.

Each Unit Owner shall be responsible for obtaining his own insurance on the contents of his own Unit and the Limited Common elements serving his Units, as well as his additions and improvements thereto and those parts of the Unit for which the responsibility of maintenance and repair is that of the Unit Owner, and for decorating, furnishing, and personal property therein, and personal property stored elsewhere on the Property, if any. In addition, in the event a Unit Owner desires to insure against his personal liability and loss or damage by fire or other hazards above and beyond the extent that his liability, loss or damage is covered by the liability insurance and insurance against loss or damage by fire and other such hazards obtained by the Board for all of the Unit Owners as part of the common expenses, as above provided, said Unit Owner may, at his option and expense, obtain additional insurance.

13. Maintenance, Repairs and Replacements. (a) Each Unit Owner, at his own expense, shall furnish and be responsible for all maintenance of, repairs to and replacements within his own unit. Except as hereinafter set forth, the cost of maintenance or, repairs to, and replacements of, repairs to, and replacements within the Common Elements shall be part of the common expenses, subject to the By-Laws, and rules and regulations of the Association. The expenses for the maintenance, repair or replacement of a Unit's water heater, furnace, air conditioner, heating and air-conditioning ducts, and plumbing and electrical wiring serving only such Unit, windows, screens and doors, including garage doors, shall be borne by the owner to the Unit to which such Limited



202208230095288

Common Elements are appurtenant; and, at the discretion of the Board, maintenance of, repairs to, and replacements within the other Unit Owners benefited thereby. Further, at the discretion of the Board, the Board may direct Unit Owners who stand to be benefited by such maintenance of, repairs to, and replacement within the Limited Common Elements to arrange for such maintenance of, repairs to and replacement in the name and for the account of such benefited Unit Owners, pay the cost thereof with their own funds, and procure and deliver to the Board such liens, waivers and contractor's and subcontractor's sworn statement as may be required to protect the Property from all mechanics' or material men's lien claims that may arise therefrom; provided, however, that if, in order to maintain, repair, or replace the electrical wiring, plumbing, or other utilities of a Unit, it shall be the responsibility of the Association to provide such maintenance, repair, or replacement, but the cost of such maintenance, repair, or replacement may be assessed to the Unit Owner benefited thereby, as hereinabove provided.

(b) Notwithstanding any provisions of this Declaration to the contrary, if the need for maintenance or repair that would otherwise result in a common expense that was the obligation of the Association is caused by the willful or negligent conduct or act of a Unit Owner, his household pet, family, guest, invitees, or other Person using or occupying said Unit Owner's Unit with the express or implied permission, the cost of such repair or maintenance shall be assessed against such Unit Owner and shall be due and payable thirty (30) days from the date of notice thereof, such assessment to be collected and enforced as provided in this Declaration for the collection of assessments. Such assessment shall not require approval of any of the Members; provided, however, that a Unit Owner against whose Unit such an assessment is levied shall be entitled to ten (10) days notice, a hearing before the Board and a reasonable opportunity to perform the necessary maintenance or repair work prior to being levied with such an assessment.

(c) The authorized representative of the Association, Board or of the Managing Agent with approval of the Board shall be entitled to reasonable access to the individual Units and Limited Common Elements as may be required in connection with the preservation of any individual Unit or Limited Common Elements in the event of an emergency, or in connection with maintenance of, repairs or replacements within the Common Elements, Limited Common Elements or any equipment, facilities or fixtures affecting or serving the other Units, Common Elements or Limited Common Elements or to make any alteration required by any governmental authority. Such employees or agents are further authorized to enter upon any Unit and the Private Elements thereof without notice to the Unit Owner when, in the judgment of the Board, such entrance is necessary to prevent damage to such Unit or surrounding Units by fire, criminal act, natural disaster, or other emergency.

(d) Each wall built as a part of the original construction of a structure upon the Limited Common Elements and is the dividing line between two Units shall constitute a party wall, to the extent not inconsistent with the provisions of this Declaration, the general rules of law regarding party walls and liability for property damage due to negligence or willful acts or omissions shall apply hereto.

14. Alterations, Additions or Improvements. Except as provided in Paragraph 15 herein, no alterations of any Common Elements, or any additions or improvements thereto, shall be made by any Unit Owner without the prior approval of the Board. The Board may authorize and charge as common expenses alterations, additions, and improvements of the Common Elements as provided in the By-Laws. Any Unit Owner may make non-structural alterations, additions or improvements within the Unit of the Unit Owner without the prior written approval of the Board, provided that such alterations shall not affect the structural strength of any Building, and provided that such Unit Owner be responsible for any damage to other Units, the Common Elements, the Property, or shall any part thereof, resulting from such alterations, additions, or improvements.

15. Decorating. Each Unit Owner, at his own expense, shall furnish and be responsible for all decoration within his own Unit and Limited Common Elements serving his Unit, as may be required from time to time, including painting, wallpapering, washing, cleaning, paneling, floor covering, draperies, window shades, curtains, lighting, and other furnishings and decorating. Any changes in color or materials in the limited common area that change the unit's appearance must be approved by the Board. Each Unit Owner shall be entitled to the exclusive use of the interior surfaces of the perimeter

walls, floors and ceilings of his Unit, and such Unit Owner shall maintain said interior surfaces in good condition at his sole expense, as may be required from time to time. Said maintenance and use of interior surfaces shall be subject to the rules and regulations of the Association, but each Unit owner shall have the right to decorate such interior surfaces from time to time as he may see fit at his sole expense. Decorating of the Common Elements (other than interior surfaces within the Units as above provided and other than of Limited Common Elements and any redecorating of Units, to the extent such redecoration of Units is made necessary from damage to Units caused by maintenance, repair or replacement of the Common elements by the Association, shall be furnished by the Association as part of the common expenses. All windows and screens forming part of a perimeter wall of a Unit shall be cleaned and washed periodically and, any damage thereto repaired, at the expense of the Unit Owner of that Unit.

16. Encroachments. If any portion of the Common Elements shall actually encroach upon any Unit, or if any Unit shall actually encroach upon any portion of the Common Elements, or if any Unit shall actually encroach upon another Unit, as the Common Elements and Units are shown on the Site Plan, there shall be deemed to be mutual easements in favor of the Owners of the Common Elements and the respective Unit Owners involved, to the extent of such encroachments, so long as the same shall exist.

17. Remedies. In the event of any violation of the provisions of the Act, Declaration, By-Laws or Rules and Regulations of the Board or Association by any Unit Owner (either by his own conduct or by the conduct of any Occupant thereof, or any invitee therein) the Association, or its successors or assigns, shall have each and the rights and remedies which may be provided for in the Act, Declaration, By-Laws, or said Rules and Regulations, or which may be available at law or in equity, and may prosecute as action or other proceedings against such defaulting Unit Owner and/or others for enforcement of any Lien and the appointment of a receiver for the Unit and ownership interest of such Unit Owner, or for damages or injunction or specific performance, or for judgment for payment of money and collection thereof, of the right to take possession of the Unit and to sell the same as provided hereinafter in this paragraph, or for any combination of remedies, or for any other relief. All expenses of the Board in connection with any such actions or proceedings, including litigation costs and Attorney's fees and other fees and expenses and all damages, liquidated or otherwise, together with interest thereon at the rate of ten (10) percent per annum until paid, shall be charged to and assessed against such defaulting Unit Owner, and shall be added to and deemed part of his respective share of the common expenses, and the Board shall have a Lien for all of the same, as well as for nonpayment of his respective share of the common expense, upon the Unit and ownership interest in the Common Elements of such defaulting Unit Owner and upon all of his additions and improvements thereto and upon all of his personal property in his Unit or located elsewhere on the Property; provided, however, that such Lien shall be subordinate to the Lien of a recorded first mortgage or first Deed of Trust on the Unit, to the extent hereinabove set forth in Paragraph 9 (b) hereof. In the event of any such default by any Unit Owner, the Board and the Managing Agent, if so authorized by the Board, shall have the authority to correct such default, and to do whatsoever may be necessary for such purpose and all expenses in connection therewith shall be charged to and assessed against such defaulting Unit Owner. Any and all such rights and remedies may be exercised at any time and from time to time, cumulatively or otherwise, by the Board. This paragraph shall not be amended, changed, modified or rescinded without the prior consent of all holders of record of first mortgage and first Deed of Trust liens against the Units.

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



202208230095288

If any Unit Owner (either by his own conduct or by the conduct of any other Occupant of his Unit or any invitee therein) shall violate the Act, or any of the Covenants or Restrictions or provisions of this Declaration, the By-Laws, or the Regulations adopted by the Board, and if such default or violation shall continue for ten (10) days after notice to the Unit Owner in writing from the Board, or shall occur repeatedly during any ten (10) day period after such written notice or request to cure violation from the Board, then the Board shall have the power to issue to said defaulting Owner a notice in writing terminating the rights of said defaulting Owner to continue as a Unit Owner and to continue to occupy, use, or control his Unit, and thereupon an action in equity may be filed by the Board against said defaulting Owner for a decree of mandatory injunction against such defaulting Owner or Occupant, or in the alternative, for a decree declaring the termination of said defaulting Owner's right to occupy use or control the Unit owned by him on account of said violation, and ordering that all the right, title and interest of said defaulting Owner in the Property shall be sold (subject to the Lien of any existing first Deed of Trust or mortgage) at a judicial sale upon such notice and terms as the court shall determine, except that the court shall enjoin and restrain the said defaulting Owner from reacquiring his interest at such judicial sale. The proceeds of any such judicial sale shall first be paid to discharge court costs, court reporter charges, reasonable Attorney's fees, and all other expenses of the proceeding and sale, and all such items shall be taxed against said defaulting Owner in said decree. Any balance of proceeds, after satisfaction of such charges and any unpaid assessments hereunder or any Liens, shall be paid to said defaulting Owner. Upon the confirmation of such sale, the Purchaser shall thereupon be entitled to a Deed to the Unit and the Unit Owner's corresponding percentage of ownership in the Common elements, and to immediate possession of the Unit sold and may apply to the court for a writ of assistance for the purpose of acquiring such possession, and it shall be a condition of any such sale, and the decree shall so provide, that the Purchaser shall take the interest in the Unit sold subject to this Declaration.

18. Amendment. Except as to Developer rights and as specifically stated otherwise elsewhere herein, provisions of this Declaration may be changed, modified or rescinded by an instrument in writing, setting forth such change, modification or rescission, approved by Unit Owners owning not less than two-thirds (2/3) of the total Units, provided, however, all lien holders of record, where rights may be affected, have been notified by certified mail of such change, modification or rescission, and an affidavit by the secretary of the Association certifying to such mailing is made a part of such instrument.

However, if the Act, the Declaration or the Bylaws require the consent or agreement of all Unit Owners or of all lien holders for any action specified in the Act or in this Declaration, then any instrument changing, modifying or rescinding any provision of this Declaration with respect to such action shall be approved by all Unit Owners or all lien holders or both as required by the Act or this Declaration. The change, modification or rescission, whether accomplished under the provisions of the preceding section, shall be effective upon recording of such instrument in the office of the Register of Deeds of Davidson County, Tennessee; provided, however, that no provision in this Declaration may be changed, modified or rescinded so as to conflict with the provisions of the Act.

Notwithstanding the above, the Developer shall have the right to make and record any necessary amendment to this instrument for the express purpose of completion of development or correction of clerical errors, or as may be required to obtain FHA/VA, FNMA, FHLMC or other desired approval for the horizontal property regime.

19. 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 Governor of the State of Tennessee, Bill Lee.

20. Rights and Obligations. Each Grantee of the Developer, by the acceptance of a Deed of Conveyance, accepts the same subject to all restrictions, conditions, covenants, restrictions, Liens and charges, and the jurisdiction, rights and power created or reserved by this Declaration. All future Unit Owners and Occupants shall be subject to and shall comply with the provisions of this Declaration. Any restrictions or rules in the By-Laws which are more than administrative in nature such as, but not limited to, reservations and future rights of the Developer are hereby incorporated

into and made a part of this Declaration by reference. All rights, benefits and privileges of every character hereby imposed shall be deemed and taken to be covenants running with the land, and shall bind any person having at any time any interest or estate in said land, and shall inure to the benefit of such Grantee in like manner as though the provisions of this Declaration were recited and stipulated at length in each and every Deed of Conveyance or Contract for Conveyance.

All present and future Unit Owners, Tenants and Occupants of a Unit shall be subject to, and shall comply with, the provisions of the By-Laws appended hereto and recorded herewith, pursuant to Tennessee Code Annotated, Section 66-27-111 as they may be amended from time to time. The acceptance of a Deed of Conveyance, devise, or Lease to a Unit, or the entering into occupancy of any Unit shall constitute an agreement that the provisions of the Declaration, the Declaration, the By-Laws, and any Rules and Regulations promulgated thereunder, as they may be amended from time to time, are assumed, accepted and ratified by such Unit Owner, Tenant or Occupant, and all of such provisions,

The Unit Owner's ownership and right of enjoyment in the property shall be subject to the right of the Developer, at its sole expense, to relocate, expand, modify, reduce, or extend existing driveways, parking areas, and yards, and to construct, expand, enlarge, or relocate sewers, utility lines, or service connections in order to serve the existing building or additional buildings.

21. Association's Right to Purchase at a Foreclosure Sale. The Board shall have the authority to bid and purchase, for and on behalf of any Unit, or interest therein, at a sale pursuant to a deed of Trust or mortgage foreclosure, a foreclosure of the Lien for common expenses under the Act, or an order or direction of a court, or at any other involuntary sale, upon the consent or approval of Unit Owners owning not less than two-thirds (2/3) of the total votes of the Unit Owners. Such consent shall set forth a maximum price, which the Board or its duly authorized agent bid and pay for said Unit.

The Board shall have authority to make such mortgage arrangements and special assessments proportionately among the respective Unit Owners, and other such financing arrangements as the Board may deem desirable, in order to close and consummate the purchase or Lease of a Unit, or interest therein, by the Association. However, no such financing arrangements may be secured by an encumbrance on any interest in the percentage interest in the Association appurtenant thereto.

22. Use and Occupancy Restrictions. Each Unit shall only be used for residential (including short-term rental) purposes (it being acknowledged that the Units may be used by Owners or occupants of the Units in the course of a "home business" that involves selling retail goods or services online or through other means not constituting a physical storefront or generating vehicular or pedestrian traffic, but only to the extent the operation of such home business is then permitted by all applicable laws, rules, regulations, orders ordinance and other requirements of any of the United States of America, the State of Tennessee, the Metropolitan Government of Nashville and Davidson County, Tennessee and any agency, authority, court, department, commission, board, bureau or instrumentality of any of them.

The Common Elements shall be used only by the Unit Owners and their agents, servants, tenants, family members, customers, invitees and licensees for access, ingress to and egress from the respective Units and for such other purposes incidental to use of the Units. The use, maintenance and operation of the Common Elements shall not be obstructed, damaged or unreasonably interfered with by the Unit Owner, and shall be subject to any Lease, concession or easement, presently in existence or entered into by the Board at some future time, affecting any part or all of the said Common Elements.

In addition to the above, the following restrictions shall apply:

(a) Approval of Plans. No construction, reconstruction, remodeling, alteration, or addition of or to any structure, building, fence, wall or improvement of any nature shall be constructed without obtaining prior written approval of the Board (1) as to the location, plans, and specifications thereof. As a prerequisite to consideration for approval and prior to the commencement of the contemplated work, two (2) complete sets of building plans and specifications shall be permitted. The Board or an Architectural Control Committee appointed by it consisting of one or more Board

members shall be the sole arbitrator of such plans and may withhold its approval for any reasons, including purely aesthetic reasons. It is expressly acknowledged that construction undertaken by (i) the Developer and (ii) any builder who purchases Unit(s) from the Developer shall be conclusively deemed to comply with the foregoing, it being declared that construction of Unit(s) by (i) the Developer and (ii) any builder who purchases Unit(s) from the Developer shall not be subject to this provision. The Board of Directors may impose rules and regulations not inconsistent with this Declaration with respect to the maintenance and use of parking provided on the Common Elements and the uses, operating and control of motor vehicles thereon.

(b) Storage Tanks and Refuse Disposal. No exposed tanks or trash receptacles shall be permitted for the storage trash, water, or any other substances. All garbage, trash, or other refuse shall be disposed of within the common trash collections dumpster(s) located upon the common area.

(c) Signs and Advertisements. No sign, advertisement, billboard or advertising structure of any kind shall be erected upon or displayed or otherwise exposed to view on any Unit or any improvement thereon; provided that this requirement shall not preclude the installation by Developer and/or any builder of signs identifying the entire residential development and provided further that this requirement shall not preclude the placement by Owners of "For sale" signs in the front of individual residences of such size, character, and number as shall from time to time be approved by the Board or Architectural Control Committee. The Board or Architectural Control Committee shall have the right to remove any such unapproved sign, advertisement, billboard or structure that is placed on said Units, and in doing so shall not be subject to any liability for trespass or other tort in connection therewith or arising from such removal.

(d) Storage of Automobiles, Boats, Trailers, and Other Vehicles. No inoperative vehicles or recreational vehicles (including but not limited to, campers, trailers, boats, boat trailers and travel trailers) may be stored on or in any Common Elements. No tractors, buses, or other large commercial vehicles may be parked in parking areas or in streets within the Properties. The foregoing shall not apply to construction vehicles of the Developer or any builder. Overnight parking of any vehicle, trailer or other wheeled instrument or equipment on any street within the Properties shall not be permitted.

(e) Satellite Dishes and Antennae. Unless otherwise approved by Developers, the Board or the Architectural Control Committee, all television antennae, satellite dishes, dishes which receive video programming services via multipoint distribution services and any other device used for the reception of television broadcast signals, direct broadcast satellite services or multichannel multipoint distribution (wireless cable) services may not be affixed to any portion of the Common Elements.

(f) HVAC Units. All Central air conditioning systems units must be used, erected, placed, or maintained as approved by the Board. No window or wall type air conditioning units shall be permitted in any Unit.

(h) Maintenance. All Units shall be maintained in a neat and attractive condition by their respective Owners or Occupants. No Units shall be used for storage of material and equipment, except for normal residential requirements or incident to construction of improvements thereon as herein permitted. The accumulation of garbage, trash or rubbish of any kind and the burning (except as permitted by law) of any such materials are prohibited. In the event of default on the part of the Owner or Occupant of any Unit in observing the above requirements or any of them, such default continuing after ten (10) days' written notice thereof, the Association may, subject to approval of its Board of Directors, enter upon said Unit, repair, maintain and restore the same, and remove or cause to be removed, such garbage, trash, and rubbish or do any other thing necessary to secure compliance with these restrictions and to place said Unit in a neat, attractive, healthful and sanitary condition. In so doing, the Association shall not be subject to any liability for trespass or otherwise. All costs incurred in any such repair, maintenance, restoration or removal shall be charged against the Owner of such Unit as the personal obligation of such Owner and Lien upon the Unit, enforceable and collectable in the same manner and to the same extent as a maintenance assessment. Any Occupant of such Unit shall be jointly and severally liable with the Owner for the payment of such loss.



202208230095288

(i) Animals and Pets. No animals, livestock, or poultry of any kind shall be raised, bred, pastured, or maintained in the Unit or on any common Element, except household pets such as small dogs and cats which may be kept thereon in reasonable numbers as pets for the sole pleasure of the Owner or Occupant, but not for any commercial use or purpose.

(j) Nuisances and Unsightly Materials. Each Owner or Occupant shall refrain from any act or use of his Unit, which could reasonably cause embarrassment, discomfort, annoyance, or nuisance to others. No noxious, offensive, or illegal activity shall be carried on upon any Unit or Common Element. No Unit or Common Element shall be used, in whole or part, for the storage of rubbish of any character whatsoever; nor shall any substance, thing, or material be kept upon any Unit or Common Element which will emit foul or noxious orders or which will cause any noise that will or might disturb the peace and quiet of the Owners or Occupants of surrounding Units or Common Elements.

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

(l) Trustee as Unit Owner. In the event title to any Unit is conveyed to a land title holding trust, under the terms of which all powers of management operation and control of the Unit remain vested in the trust beneficiary or beneficiaries, then the beneficiaries thereunder shall be considered Unit Owners for all purposes and they shall be responsible for payment of all obligations, Liens, or indebtedness and for the performance of all agreements, covenants and undertakings chargeable or created under this Declaration against such Unit. No claim shall be made against any such Title Holder Trustee personally for payment of any Lien or obligation hereunder created and the Trustee shall not be obligated to sequester funds or trust property to apply in whole or in part against such Lien or obligation. The amount of any such Lien or obligation shall continue to be a charge or Lien upon the Unit and the beneficiaries of such Trust, notwithstanding any transfer of the beneficial interest of any such Trust or any transfer of title to such Unit.

In witness whereof, the undersigned have executed this Declaration on this 23rd day of August, 2022.

J2K Builders, LLC

By: Lori Holloway
Authorized Agent

STATE OF TENNESSEE
COUNTY OF Rutherford

Before me, the undersigned, a Notary Public in and for the State and County aforesaid, personally appeared Lori Holloway with whom I am personally acquainted, (or proved to me on the basis of satisfactory evidence), and who upon oath, acknowledged himself/herself to be the Authorized Agent of J2K Builders, LLC, and that he/she as such Authorized Agent foregoing instrument for the purposes therein contained.

Witness my hand and official seal at Smyrna, Tennessee, this the 23rd day of August, 2020.

Kellie Holloway
Notary Public

KELSIE HOLLOWAY
STATE OF TENNESSEE
NOTARY PUBLIC
RUTHERFORD COUNTY
MY COMMISSION EXPIRES 5-18-2024

Commission expires: 5/18/2024

# EXHIBIT "A"
# LEGAL DESCRIPTION

**Land in** Davidson **County, Tennessee, being part of Lot No. 5 on the Plan of Phillip Mallory Lands, of record in Minute Book F, Page 324, of the County Court for said County, and also being part of Lot No. 18, Plan of John Nelson, as of record in Deed Book 2, Page 182, Register's Office for said County and being described as follows:**

**Being the northeast part of Lot No. 5 on the Plan of Phillip Mallory Lands, as of record in Minute Book F, Page 324, of the County Court for said County. Said part of said lot fronts 31.5 feet on the westerly side of 2nd Avenue, South and runs back between lines, 89.5 feet more or less on the southerly line and 88 feet more or less on the northerly line, along the southerly margin of Mallory Street, to a dead line in the rear, measuring 50.5 feet more or less, thereon. Being the same property conveyed to Marvin Powell, a 1/2 interest and Willie Powell, a 1/2 interest, by deed from Bruce Griffith, Jr. and wife, as of record in Book 1304, Page 104, said Register's Office.**

Being the same property conveyed to J2K Builders, LLC by deed of record in Instrument 20220823-0094999, Register's Office for Davidson County, Tennessee.

OWNER:
MCLEAN, JIM ST.

ADDRESS: 1101 2ND AVENUE SOUTH

NASHVILLE, DAVIDSON CO, TN 37210

PT LOT 18 PLAN OF JOHN NELSON ADDN

PARCEL ID: 10503009100

DB-20220215 0017171

DATE: 08-17-2022

D&A JOB NUMBER: 21224

THIS DRAWING SHOULD NOT BE REPRESENTED TO BE A LAND SURVEY. IT 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.

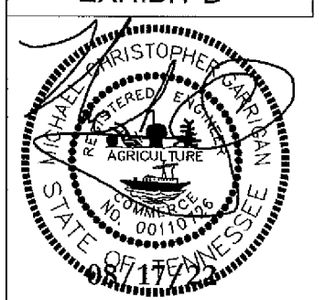
"EXHIBIT B"

Private Element

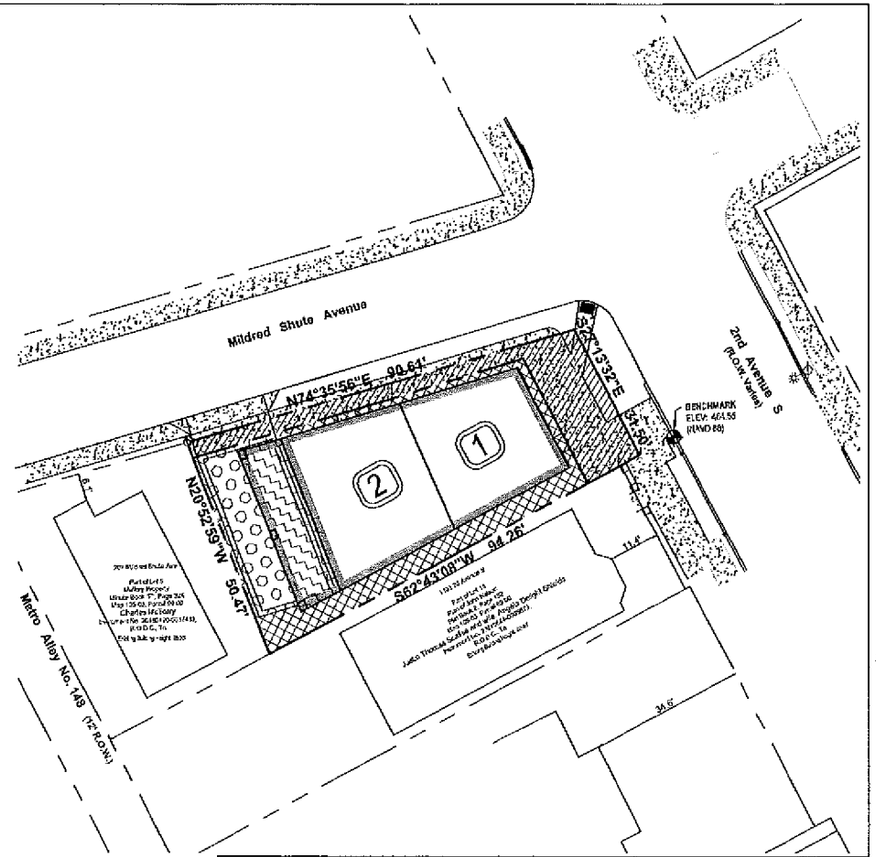
Common Element

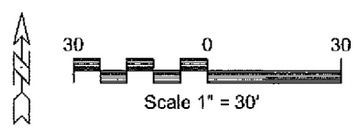
Limited Common Element – Unit 1

Limited Common Element – Unit 2




1101 2ND AVENUE SOUTH (FLOOR 1)
A 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

EXHIBIT "B" Page 1 of 2

20220823009528

20220823009528B

OWNER:
MCLEAN, JIM ST.

ADDRESS: 1101 2ND AVENUE SOUTH

NASHVILLE, DAVIDSON CO, TN 37210

PT LOT 18 PLAN OF JOHN NELSON ADDN

PARCEL ID: 10503009100

DB 20220215 0017171

DATE: 08-17-2022

D&A JOB NUMBER: 21224

THIS DRAWING SHOULD NOT BE REPRESENTED TO BE A LAND SURVEY. IT 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.

## "EXHIBIT B"

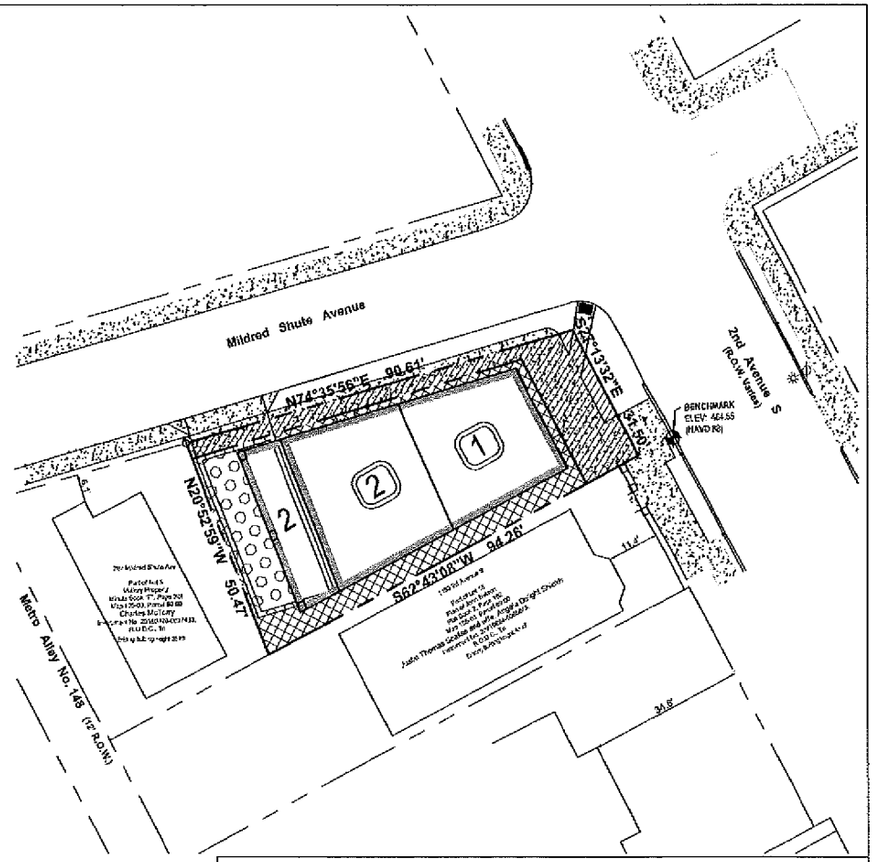
MICHAEL CHRISTOPHER GARRIGAN
REGISTERED ENGINEER
AGRICULTURE
COMMERCE
NO. 00110706
STATE OF TENNESSEE
08/17/22

Private Element

Common Element

Limited Common Element – Unit 1

Limited Common Element – Unit 2




30 0 30

Scale 1" = 30'

# 1101 2ND AVENUE SOUTH (FLOORS 2-3)
# A 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

Prepared By:
Guaranty Title and Escrow Co.
721 President Place, #100
Smyrna, TN 37167

Exhibit "C"

# By-Laws
# Of
# 1101 2nd Avenue South Townhomes

## ARTICLE I

**Definitions.** The words defined in the Declaration, Covenants, Conditions and Restrictions for 1101 2nd Avenue South Townhomes shall have the same meaning in these Corporate By-Laws.

## ARTICLE II

**2.01. Registered Office.** The registered office of the corporation shall be at 319 Plus Park Blvd. #200 Nashville, Tennessee 37217, and the name of the registered agent of the corporation is James T. McLean, Sr.

**2.02. Other Offices.** The corporation may also have offices at such other places both within and without the State of Tennessee as the Board of Directors may from time to time determine or the business of the corporation may require.

## ARTICLE III

**3.01. Membership.** Each Unit Owner and Developer shall be a member of the corporation as defined in the declaration and no other person or entity shall be entitled to membership. No Member shall be required to pay any consideration whatsoever solely for his membership in the corporation. Each unit owner shall be a Class A Member and be entitled to one vote per unit owned. The Developer shall be a Class B Member and be entitled to 6 votes for each unit owned. Class B Membership shall cease and be converted to Class A membership when one hundred (100) percent of the units are sold to owners.

## ARTICLE IV

**4.01. Member Meetings.** Member meetings will be held at a place and time fixed by the Board. Annual meetings shall not be required.

**4.02. Special Meetings.** Special meetings of the Members may be called at any time by the President or by the Board of Directors, or upon written request of the Members who are entitled to vote one-fourth (1/4) of all the votes of the membership.

**4.03. Notice of Meetings.** Notice of member meetings shall be given to members at least 15 days in advance of the meeting date with a copy of the meeting agenda.

**4.04. Quorum.** The presence at the meeting of Members entitled to cast, or of proxies entitled to cast fifty-one percent (51%) of the votes of each class of membership shall constitute a quorum for each respective class, except as otherwise, provided in the Articles of Incorporation, the Declaration, or these By-Laws. If, however, such quorum shall not be present or represented at any meeting, the Members entitled to vote at the meeting shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present.

**4.05 Majority Vote; Withdrawal of Quorum.** When a quorum is present at any meeting, the vote of the Holders of more than fifty (50) percent of the percentages values of those votes entitled to be cast of members qualified to vote and present in person or by proxy, shall decide any question brought before such meeting, unless the question is one



202208230095288

upon which by express provision of the Declaration, the Charter of the corporation or these By-Laws, a different vote is required, in which case such express provision shall govern and control. The members present at a duly organized meeting may continue to transact business until adjournment notwithstanding the withdrawal of Members leaving less than a quorum.

**4.06. Method of Voting; Proxies.** Each member shall be entitled to a vote for each Unit owned by such Member. The vote of each Member may only be cast by such Member or by a Proxy given by such member to his duly authorized representative bearing a date not more than eleven (11) months prior to such meeting. If title to a Unit shall be in the name of two or more persons as Co-Owners, all of such persons shall be Members of the corporation and are referred to herein as "Joint Co-owners". Any one of such Joint Co-Owners may vote at any meeting of Members of the corporation and such vote shall be binding upon such other Joint Co-Owners who are not present at such meeting until written notice to the contrary has been received by the Board of Directors in which case the unanimous vote of all such Joint Co-Owners (in person or by Proxy) shall be required to cast their vote as Members. If two or more of such Joint Co-Owners are present at any meeting, their unanimous action shall also be required to cast their vote as members of the corporation.

**4.07. Cumulative Voting Not Permitted.** Cumulative voting for Directors shall not be permitted.

## ARTICLE X

**5.01. Management.** The business and affairs of the corporation shall be managed by its Board of Directors who may exercise all such powers of the corporation and do all such lawful acts and things as are required by statute, the Declaration, the Charter, or these By-laws, and are not directed or required to be exercised or done by the Members.

**5.02. Number; Qualifications; Election; Term.** The Board of Directors shall consist of two to four (2-4) Directors, each of whom shall be a member of the Association or a partner or employee of the Developer, or its subsidiaries or affiliates. The Members of the initial Board of Directors shall serve until the first meeting of Members and their successor shall be elected and shall qualify. The Directors shall be appointed by the Developer until the first membership meeting. Directors shall serve without compensation. Each unit owner shall appoint an equal number of Directors.

**5.03. Removal; Change in Number; Vacancies.** Any director may be removed either for or without cause, at a special meeting of the members of the corporation by the affirmative vote of a majority of the Members present in person or by proxy at such meeting and entitled to vote, if notice of the intention to act upon such matter shall have been given in the notice calling such meeting. If any vacancy occurs in the Board of Directors, caused by death, resignation, retirement, disqualification or removal from office of any Director or otherwise, the unit owner so affected shall appoint a new Director to serve the remaining unexpired term of his predecessor.

**5.04. Place of Meetings.** The Directors of the corporation shall hold their meetings, both regular and special within Davidson County, Tennessee.

**5.05. Regular Meetings.** Regular meetings of the Board of Directors may be held at such time and place as shall from time to time be determined by the Board. Notices of Board meetings shall be given to members at least 10 days in advance of the meeting date with an agenda of such meeting.

**5.06. Special Meetings.** Special meetings of the Board of Directors may be called by the President on a three (3) days notice to each Director, either personally or by mail; Special meetings shall be called by the President or Secretary in like manner and on like notice on the written request of two (2) Directors. Except as may be otherwise expressly provided by statute, the Charter or these By-laws, neither the business to be transacted at, nor the purpose of, any special meeting need be specified in a notice or waiver of notice.



202208230095288

**5.07. Quorum.** At all meetings of the Board of Directors 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 meeting at which there is a quorum shall be the act of the Board of Directors. If a quorum shall not be present at any meeting of Directors, the Directors present thereat may adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present.

**5.08. Committees.** The Board of Directors may, by resolution approved by vote or written consent by a majority of the whole Board, designate committees as deemed necessary to consist of two (2) or more of the Directors of the corporation.

**5.09. Procedure.** All committees shall keep regular minutes of their proceedings and shall report the same to the Board when required.

**5.10. Managing Agents**. The Board of Directors may employ for the corporation a management agent at a compensation established by the Board of Directors and such management agent shall perform such duties and services with respect to the Townhomes development as the Board of Directors shall authorize, and the Board of Directors may delegate to such management agent such duties with respect to management, repair and maintenance of the Townhomes development which are not by statute, the Declaration, the Charter or these Corporate By-Laws, required to be performed by or have the approval of the Board of Directors or the Members of the corporation.

## ARTICLE VI

**6.01. Notice Deliveries.** All members, including Board members and officers shall file an email address or text number with the association for transmissions of all notifications to and from the association. All notices among the members, officers and association may be electronically communicated to the address or number on file with the association. Notices sent will be presumed received within 24 hours. In the event any recipient is to be out of service for more than 24 hours, it shall be the recipient duly to have filed a new notice address with the association.

**6.02. Waiver**. Whenever any notice is required to be given to any Member or Director of the corporation a waiver thereof in writing signed by the person or persons entitled to such notice, whether before or after the time is such notice, shall be deemed equivalent to the giving of such note.

## ARTICLE VII

**7.01. Number; Titles.** The Officers of the corporation shall be elected by the Directors from among the Members of the Board of Directors or corporation and shall be a president, a secretary and a treasurer. Any two (2) or more offices may be held by the same person except the offices of president and secretary shall not be held by the same person.

**7.02. Election.** The Board of Directors at its first meeting after each meeting of Members shall choose a president, a secretary, and a treasurer, all of whom shall be members of the Board or corporation.

**7.03. Other Officers.** The Board of Directors may appoint such other officers and agents as it shall deem necessary who shall be appointed for such terms and shall exercise such powers and perform such duties as shall be determined from time to time by the Board.

**7.04. Salaries.** The salaries of all officers of the corporation, if any, shall be fixed by the Board of Directors.

**7.05. Term of Office; Removal.** Each Director and Officer of the corporation shall hold office until their successor is chosen and qualified or until their death or until their resignation or removal from office. Any officer or agent elected or appointed by the Board of Directors may be removed at any time by the affirmative vote of a majority of

the whole Board of Directors. If any office of any officer becomes vacant for any reason, the vacancy may be filled by the Board of Directors.

**7.06. President.** The President shall be the chief executive officer of the corporation; he shall preside at all meetings of the members and the Board of Directors, shall have general and active management of the affairs of the corporation, shall see that all orders and resolutions of the Board are carried into effect, and shall perform such other duties as the Board of Directors shall prescribe.

**7.07. Secretary.** The Secretary shall attend all sessions of the Board of Directors and all meetings of the Members and record all votes and the minutes of all proceedings in a book to be kept for that purpose and shall perform like duties for any committees when required. He shall give, or cause to be given, notice of all meetings of the Members and special meetings of the Board of Directors, and shall perform duties as may be prescribed by the Board of Directors or President, under whose supervision he shall be.

**7.08. Treasurer.** The Treasurer shall have the custody of the corporation funds and securities, shall keep full and accurate accounts of receipts and disbursements of the corporation and shall deposit all moneys and other valuable effects in the name and to the Directors. The Treasurer shall disburse the funds of the corporation as may be ordered by the Board of Directors, taking proper vouchers of such disbursements, shall render to the President and Directors, at regular meeting of the Board, or whenever they may require it, an account of all his transactions as Treasurer and of the financial condition of the corporation, and shall perform such other duties as the Board of Directors may prescribe. If required by the Board of Directors, he shall give the corporation a bond in such form, in such sum, and with such surety or sureties as shall be satisfactory to the Board for the faithful performance of the duties of the office and for the restoration to the corporation, in case of death, resignation, retirement, or removal from office, of all books, papers, vouchers, money and other property of whatever kind in his possession or under their control belonging to the corporation.

## ARTICLE XIII

**8.01. Reserves.** There may be created by resolution of the Board of Directors such reserve or reserves as the Directors from time to time, in their discretion, think proper to provide for contingencies, or to repair or maintain any portion of 1101 2nd Avenue South Townhomes or for such other purposes as the Directors shall think beneficial to the corporation, and the Directors may modify or abolish any such reserve in the manner in which it was created.

**8.02. Checks.** All checks or demands for money and Notes of the Corporation shall be signed by two officers or such other persons as the Board of directors may from to time designate.

**8.03. Fiscal Year.** The fiscal year of the corporation shall be the calendar year until changed by resolution of the Board of Directors.

**8.04. Seal.** The corporation seal, if any, shall be in such form as may be determined by the Board of Directors. Said seal may be used causing it or a facsimile thereof to be imposed or affixed or reproduced or otherwise.

**8.05. Indemnification.** The corporation shall indemnify any Director, officer, or employee, or former Director, officer, or employee of the corporation, 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 as to which he shall be adjudged in such action, suit, or proceeding to be liable for gross negligence or willful misconduct in the performance of duty. The corporation 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 a committee of the



202208230095288

Directors not involved in the matter of controversy, whether or not a quorum, that it was to the interests of the corporation 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 rights to which such Director, officer, or employee may be entitled by law or under By-Law, Agreement, Vote of Members or otherwise.

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

**8.07. Amendment of By-Laws.** These By-Laws may not be altered, amended or repealed except by the affirmative vote of more than two-thirds (2/3) of the percentage values of those votes entitled to be cast by members qualified to vote. Any such amendment shall not be operative until it is recorded with the Register of Deeds of Davidson County, Tennessee.

**8.08. Table of Contents; Headings.** The table of contents and headings used in these By-Laws have been inserted for administrative conveniences only and do not constitute matters to be construed in interpretation.

Executed and adopted August 23rd, 2022 by the Incorporators of the 1101 2nd Avenue South Townhomes Owner Association.

| | |
|---|---|
| _____ | Yuri Holloway |
| _____ | _____ |
| _____ | _____ |



202208230095288

# ATTORNEY'S CERTIFICATE

This certificate is intended to serve as the attorney's opinion required under the terms of The Horizontal Property Act. The undersigned, Gary B. Fisher, is an attorney licensed to practice law in the State of Tennessee, and hereby states that the Developer, J2K Builders, LLC, has indicated that all improvements to be located on the property will be built in substantial compliance with local building codes, and further states all legal documents required by the Horizontal Property Act for the creation of a Planned Unit Development have been executed and filed of record and a Planned Unit Development known as 1101 2nd Avenue South Townhomes has been created pursuant to the act.

Witness my hand this 23rd day of August, 2022.

Gary B Fisher

Gary B. Fisher

I, Kelsie Holloway 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 8/23/2022 (date of document).

Kelsie Holloway

Affiant Signature

8/23/2022

Date

State of Tennessee

County of Rutherford

Sworn to and subscribed before me this 23 day of August, 2022.

Lori Holloway

Notary's Signature

MY COMMISSION EXPIRES: 2/20/23

Notary's Seal (if on paper)

LORI HOLLOWAY
STATE OF TENNESSEE NOTARY PUBLIC
RUTHERFORD COUNTY