THIS INSTRUMENT WAS PREPARED BY:	
SETH N. CLINE, ESQ. **COLLINS LEGAL, PLC** 4101 Charlotte Avenue, Suite F186 Nashville, Tennessee 37209 Phone: 615-736-9596 seth@collins.legal	Karen Johnson Davidson County Batch# 933962 **DEEDMAST** 10/26/2022 03:42:40 PM 23 pgs Fees: $117.00 Taxes: $0.00 20221026-0116161

THIS INSTRUMENT WAS PREPARED BASED SOLELY ON INFORMATION FURNISHED BY THE PARTIES.
NO INDEPENDENT TITLE EXAM WAS PERFORMED NOR TITLE OPINION RENDERED

ADDRESS NEW OWNERS AS FOLLOWS:	SEND TAX BILLS TO:	MAP & PARCEL NUMBER(S)
The Homes at Baxter Lane Homeowners Association, Inc. 509 Baxter Lane Nashville, TN 37220	The Homes at Baxter Lane Homeowners Association, Inc. 509 Baxter Lane Nashville, TN 37220	16008000700

DECLARATION ESTABLISHING A HORIZONTAL PROPERTY REGIME FOR THE HOMES AT BAXTER LANE

THIS DECLARATION is made this the 26th day of October, 2022, by Thomas B. Cresswell, Jr., and Evalynn C. Cresswell, residents and individuals residing in the State of Tennessee, (hereinafter called the "Developers" or "Declarants"), for themselves, their successors, and their assigns wherein the Developers make the following declarations and submissions:

1. Purpose: The purpose of this Declaration (hereinafter also referred to as the Master Deed) is to submit the Property described in Paragraph 3 and the improvements thereon to a Horizontal Property Regime established under Chapter 27 of Title 66 of the Tennessee Code Annotated; and expressly §§ 66-27-101, et seq.
2. Name and Address: The name by which this Horizontal Property Regime is to be identified is The Homes at Baxter Lane, and is located at 509 and 511 Baxter Lane, Nashville, Davidson County, Tennessee 37220.
3. Submission of the Property: The Developers hereby submit the following described real property (hereinafter the "Property") together with the buildings thereon and improvements thereto, owned by the Developers in fee simple absolute, to the provisions of Chapter 27 of Title 66, Tennessee Code Annotated, thereby establishing a Horizontal Property Regime pursuant to said Chapter. The Property is further described on the attached "Exhibit A," which is incorporated herein by this reference.

4. Components Included in Property:

(a) *Land.* The land included in the Property is also described in the Site Plan of "The Homes at Baxter Lane" attached as "Exhibit B," which is made a part hereof by this reference. Said land will sometimes be referred to as the "Property" or the "Planned Unit Development" or the "Horizontal Property Regime."

(b) *Units.* The location of the two (2) private dwelling units that, along with common elements and limited common elements, comprise the Horizontal Property Regime are shown on said Site Plan and are noted thereon as private units "509 Baxter Lane" and "511 Baxter Lane." Each such unit is a private element that includes the improvements located thereon (or to be constructed thereon) and shall be conveyed in fee simple absolute to the Owner of each respective unit (a "Unit," or collectively the "Units") for the exclusive use of each respective Owner.

(c) *Lots.* Each Unit also includes the land immediately underneath each Unit, which land may also be referred to herein as a "Lot" or collectively the "Lots" and is a component of the Unit located on the Lot.

(d) *Common Elements.* Fee simple absolute title in any common elements (hereinafter referred to as "Common Elements" or "Common Areas"), shall be vested in the Homeowners association hereby established and which shall operate as a corporation under the name of "The Homes at Baxter Lane Homeowners Association, Inc." (herein "Association"). The Association shall be responsible for maintenance and repair of the Common Elements.

(e) *Limited Common Elements.* Certain areas shall be referred to as "Limited Common Areas" or "Limited Common Elements" on the Site Plan recorded as Exhibit B to this document. The Limited Common Elements benefit the Owner or Owners of a particular Unit solely. Those Limited Common Areas benefitting each designated Unit are designated on Exhibit B, and such Limited Common Elements will be maintained by each respective Unit Owner.

(f) Street Addresses of Units. The street addresses for the Units will be 509 Baxter Lane and 511 Baxter Lane, Nashville, Davidson County, Tennessee 37220, as shown on Exhibit B.

5. Membership and Voting Rights in the Association: Every person who is a record owner of a fee or undivided fee interest in any Lot and Unit situated within The Homes at Baxter Lane shall automatically be a Member of the Association, provided, however that any such person who holds such interest merely as a security for the performance of an obligation shall not be a Member, except as hereinafter set forth and as set forth in the By-laws of the Association, which are attached hereto as "Exhibit C" and which are incorporated herein by reference.

6. The Units and Elements of The Homes at Baxter Lane: The Homes at Baxter Lane consists of two (2) dwelling Units and the corresponding Common Elements, Limited Common Elements, and Private Elements located on and to be located upon the Property, which heretofore has been commonly known as 509 Baxter Lane, Nashville, Davidson County, Tennessee 37220. The locations of the Units is reflected on the Site Plan, attached as Exhibit B. The Common Elements, Limited Common Elements, and Private Elements are all shown on the Site Plan. Anything not labeled as a Unit or as a Limited Common Element or Limited Common Area shall be a Common Area or Common Element. For purposes of this instrument, the terms, "Common Areas" and "Common Element" may be used interchangeably.

7. Units: The words Dwelling and Dwelling Unit if used in this Declaration and/or the By-laws (attached hereto) shall refer to a Unit as defined in this Declaration and may be used interchangeably. After recording of this Master Deed, street addresses different from the Unit designations may be assigned to the Units. The exterior of a Unit shall be maintained by the Owner of the Unit except as is provided herein.

8. Use of Units: Each of the Units shall be used as a single-family residence, allowing all currently existing or future uses consistent with the then applicable zoning. Current zoning of the Property is R40 as found in the District Land Use Tables of the Metropolitan Nashville and Davidson County Code of Laws, MCL §17.08.030. There is a total of two (2) Units in the Horizontal Property Regime.

9. Encroachments: If any portion of the Common Elements now or hereafter encroaches upon any Unit or if any Unit now or hereafter encroaches upon any other Unit or upon any portion of the Common Elements as a result of the construction of a Unit or the location of any previously existing Unit, or if

any such encroachment shall occur hereafter as a result of settling or shifting, a valid easement for the encroachment and the maintenance of the same shall exist so long as such Unit stands. Similarly, in the event a Unit, any Limited Common Element, or any Common Element is partially or totally destroyed as a result of fire or other casualty or as a result of condemnation or an eminent domain proceeding and then later is rebuilt, then any encroachments (like those described above) that result from such rebuilding shall be permitted, and valid easements for such encroachments and the maintenance thereof shall exist so long as any such Unit shall stand.

10. Developers and Development Rights: During the Development Period defined herein, the Developers and/or any such builder or their agents, employees, contractors, etc. shall be entitled to the unequivocal, unilateral right to:

    (a) Access, ingress, egress from the Units and the Property as may be required for purposes of development and sale of the Unit(s);

    (b) Establish, relocate, expand, modify, reduce, enlarge, or extend the existing driveways, parking areas, and yard;

    (c) Establish, construct, relocate, expand, modify, reduce, enlarge, or extend sewers, utility lines, or service connections in order to serve any residence on the Property;

    (d) Reassign Common Elements as Limited Common Elements to serve a single Unit or one or more adjoining Units as an inseparable appurtenance thereto;

    (e) Add easements or any real estate to the Property;

    (f) Create additional Units, Common Elements, Limited Common Elements;

    (g) Modify, reduce, enlarge, or extend the proposed Site Plan (Exhibit B to this Agreement) and the location of Units and/or Common Elements and/or Limited Common Elements to accurately reflect the construction of the Unit(s) on the Property;

    (h) Create separate and/or additional Supplemental Declarations outlining said Developer Rights pursuant to this Agreement; and

    (i) Appoint and remove all Officers and Directors of the Board until the Expiration of the Development Period as outlined by Paragraph 11 of this Declaration.

11. Development Period: The Development Period shall begin on the date the Property is transferred to Developers and/or the date of the recording of this Declaration, whichever occurs first, and shall end upon the completion and transfer of ownership of the Unit(s) and/or proposed Unit(s) from Developers to a bona fide purchaser.

12. Dwelling Units Subject to Declaration and Master Deed: All present and future Owners, co-owners, and tenants of Units shall be subject to and shall comply with provisions of this Declaration and the By-Laws attached hereto. The acceptance of a deed of conveyance, devise, inheritance, or the entering into a lease of a Unit or entering into occupancy of a Unit shall constitute an agreement by the person owning, leasing, or occupying a Unit that the provisions, covenants, and restrictions of the Declaration and By-Laws are accepted and ratified by each Owner, co-owner, and tenants, and all of such provisions shall be deemed and taken to be covenants running with the land and shall bind any persons having at any time any interest or estate in a Unit as though such provisions were recited and stipulated in full in each and every deed or lease thereof.

13. Units Subject to By-Laws and Rules & Regulations: All present and future Owners, co-owners, tenants, and occupants of a Unit shall be subject to, and shall comply with, the provisions of the By-Laws attached hereto and recorded herewith, under T.C.A §§ 66-27-101, et seq., and as they may be amended from time to time, together with any Rules & Regulations of the Association that may be adopted after the recording of this Declaration. The acceptance of a deed of conveyance, devise or of a lease to a Unit, or the entering into occupancy of any Unit shall constitute an agreement that the provisions of the said By-Laws and the Rules & Regulations as they may be amended from time to time, are accepted and ratified by such Owner, co-owner, tenant, and/or occupant, and all of such provisions 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 Unit, as though such provisions were received and set forth in their entirety in each and every deed, conveyance, or lease of a Unit. Insurance covering the Units and the Unit Owners shall be obtained by the Unit Owner(s) as provided in the By-Laws.

14. Amendment: This Declaration may be amended by a deed or amendment joined in by the Owners representing all of the then existing Units in the Horizontal Property Regime, which deed or amendment shall be recorded in the Register's Office of Davidson County, Tennessee.
15. Waiver: No provisions contained in this Declaration shall be deemed to have been abrogated or waived by reason of any failure to enforce it, regardless of the number of violations or breaches which may occur, and regardless of the period of time a provision is not enforced.
16. Captions: The captions herein are inserted only as a matter of convenience and for reference and do not define, limit, or describe the scope of the Declaration nor the intent of any provision hereof.
17. Gender: Feminine or neutral pronouns shall be substituted for those of masculine form and *vice versa*, and the plural shall be substituted for the singular and *vice versa*, wherever the context shall require. No specific words, phrases, or clauses herein used shall be taken or construed to control, limit, or reduce the scope or meaning of any general words, phrases, or clauses used in connection therewith.

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IN WITNESS WHEREOF, the Developers have caused this Declaration to be executed in Nashville, Davidson County, Tennessee on this the 26th day of October, 2022.

DEVELOPERS:

THOMAS B. CRESSWELL, JR.

EVALYNN C. CRESSWELL

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally, appeared before me, a Notary Public of the aforesaid authority, Thomas B. Cresswell, Jr., with whom I am personally acquainted or who provided sufficient evidence to prove their identities, and who acknowledged that they executed the within instrument for the purposes therein contained. I declare under penalty of perjury that the person whose name is subscribed to this instrument, appears to be of sound mind and under no duress, fraud, or undue influence.

WITNESS my hand, at office, on this 26th day of October, 2022.

Notary Public _____ My Commission Expires: March 7, 2023

SETH CLINE
STATE OF TENNESSEE NOTARY PUBLIC
DAVIDSON COUNTY

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally, appeared before me, a Notary Public of the aforesaid authority, Evalynn C. Cresswell, with whom I am personally acquainted or who provided sufficient evidence to the effect thereof, and who acknowledged that they executed the within instrument for the purposes therein contained. I declare under penalty of perjury that the person whose name is subscribed to this instrument, appears to be of sound mind and under no duress, fraud, or undue influence.

WITNESS my hand, at office, on this 26th day of October, 2022.

Notary Public _____ My Commission Expires: March 7, 2023

SETH CLINE
STATE OF TENNESSEE NOTARY PUBLIC
DAVIDSON COUNTY

EXHIBIT A

LAND in Davidson County, Tennessee, being Lot No. 24 on the plan of Broadwell Acres, of record in Book 2663, page 118, Register's Office for said County.

SAID Lot No. 24 fronts 118.0 feet on the southerly margin of Baxter Lane and extends back 339.9 feet on the easterly line and 389.6 feet on the westerly line to a dead line in the rear, measuring 129.8 feet thereon.

Being the same property conveyed to Thomas B. Cresswell, Jr., and wife, Evalynn C. Cresswell, as Tenants by the Entirety, from Oscar Daniel Guthrie, Jr., and wife, Anne G. Guthrie, by Warranty Deed executed on the 26th day of March, 1980, and recorded on the 27th day of March, 1980, in Book 5583, Page 608, of the Register's Office for Davidson County, Tennessee.

This is improved property known as 509 Baxter Lane, Nashville, Davidson County, Tennessee 37220.

EXHIBIT B

Site Plan of The Homes at Baxter Lane.

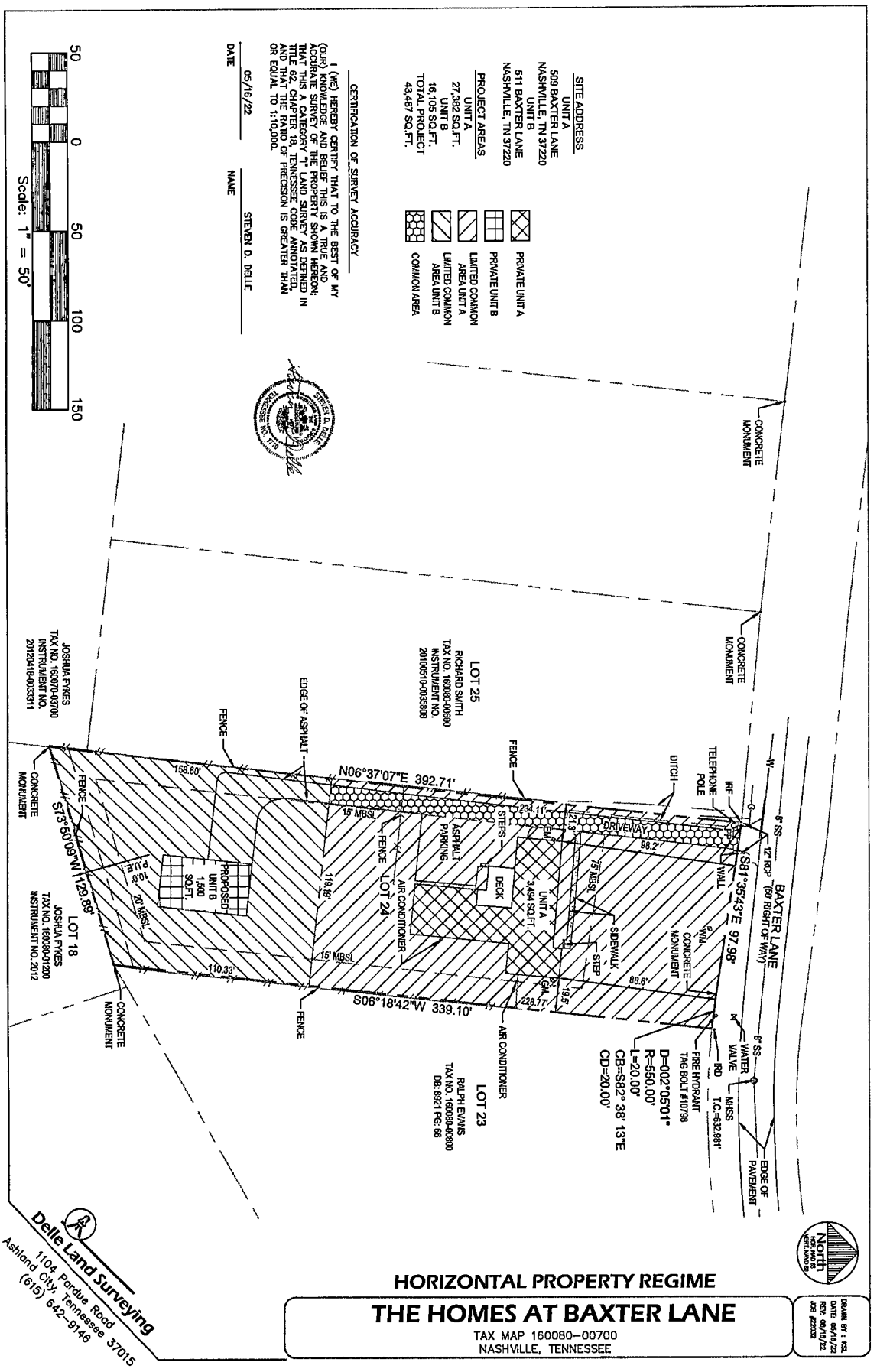

SITE ADDRESS
UNIT A
509 BAXTER LANE
NASHVILLE, TN 37220
UNIT B
511 BAXTER LANE
NASHVILLE, TN 37220
PROJECT AREAS
UNIT A
27,382 SQ.FT.
UNIT B
16,105 SQ.FT.
TOTAL PROJECT
43,487 SQ.FT.
PRIVATE UNIT A
PRIVATE UNIT B
LIMITED COMMON AREA UNIT A
LIMITED COMMON AREA UNIT B
COMMON AREA
CERTIFICATION OF SURVEY ACCURACY
I (WE) HEREBY CERTIFY THAT TO THE BEST OF MY (OUR) KNOWLEDGE AND BELIEF THIS IS A TRUE AND ACCURATE SURVEY OF THE PROPERTY SHOWN HEREON; THAT THIS A CATEGORY "I" LAND SURVEY AS DEFINED IN TITLE 62, CHAPTER 18, TENNESSEE CODE ANNOTATED, AND THAT THE RATIO OF PRECISION IS GREATER THAN OR EQUAL TO 1:10,000.
05/16/22
DATE
STEVEN D. DELLE
NAME
Scale: 1" = 50'
50 0 50 100 150
CONCRETE MONUMENT
BAXTER LANE (50' RIGHT OF WAY)
8" SS
12" RCP
S81°35'43"E 97.98'
EDGE OF PAVEMENT
WATER VALVE
MHSS
T.C.=632.98'
IRD
FIRE HYDRANT TAG BOLT #10798
D=002°05'01"
R=550.00'
L=20.00'
CB=S82° 38' 13"E
CD=20.00'
TELEPHONE POLE
IRF
WALL
DITCH
DRIVEWAY
98.2'
21.3'
EM
STEPS
234.11'
FENCE
LOT 25
RICHARD SMITH
TAX NO. 160080-00800
INSTRUMENT NO. 20100510-0033808
JOSHUA FYKES
TAX NO. 160070-03700
INSTRUMENT NO. 20120418-0033311
EDGE OF ASPHALT
N06°37'07"E 392.71'
158.60'
15' MBSL
ASPHALT PARKING
DECK
AIR CONDITIONER
UNIT A
3,494 SQ.FT.
LOT 24
119.19'
SIDEWALK
STEP
88.6'
19.5'
228.77'
S06°18'42"W 339.10'
LOT 23
RALPH EVANS
TAX NO. 160080-00900
DB: 8921 PG: 86
PROPOSED UNIT B 1,590 SQ.FT.
10.0' P.U.E.
20' MBSL
S73°50'09"W 129.89'
110.33'
LOT 18
JOSHUA FYKES
TAX NO. 160080-01200
INSTRUMENT NO. 2012
NORTH
HORIZONTAL PROPERTY REGIME
THE HOMES AT BAXTER LANE
TAX MAP 160080-00700
NASHVILLE, TENNESSEE
Delle Land Surveying
1104 Pardue Road
Ashland City, Tennessee 37015
(615) 642-9146
DRAWN BY: RSL
DATE: 05/16/22
REV: 06/10/22
JOB: #22035

EXHIBIT C

BY-LAWS OF
THE HOMES AT BAXTER LANE HOMEOWNERS ASSOCIATION, INC.

ARTICLE I. DEFINITIONS

The words defined in the DECLARATION ESTABLISHING A HORIZONTAL PROPERTY REGIME FOR THE HOMES AT BAXTER LANE (the "Declaration") of record in the Register's Office for Davidson County, Tennessee, shall have the same meaning in these corporate By-Laws. A word with an initial capital letter not defined in the Declaration shall have the same meaning as defined in Tenn. Code Ann. § 66-27-101, et. seq.

ARTICLE II. NAME AND OFFICES

1. Name: The name of the corporation shall be THE HOMES AT BAXTER LANE HOMEOWNERS ASSOCIATION, INC. (the "Association").

2. Registered Office: The registered office of the Association is located at THE HOMES AT BAXTER LANE HOMEOWNERS ASSOCIATION, INC. c/o THOMAS B. CRESSWELL, JR., 509 BAXTER LANE, NASHVILLE TENNESSEE 37220, as may be relocated by the Board of Directors from time to time. The name of the registered agent of the Association is Thomas B. Cresswell, Jr., who is located at 509 Baxter Lane, Nashville, Tennessee 37220.

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

ARTICLE III. MEMBERS AND MEMBERSHIP PRIVILEGES

1. Membership: Each Owner of a Unit of The Homes at Baxter Lane (herein "Owner") shall be a Member of the Association, and no other person or entity shall be entitled to membership. As used in these By-Laws, any reference to a Member shall also be deemed to refer an Owner. No Member shall be required to pay any consideration whatsoever solely for membership in the Association, but fees and assessments may be charged to Members as set forth herein.

2. Succession: The membership of each Member shall terminate when he ceases to be a Unit Owner, and upon sale, transfer, or other disposition of his ownership interest in such Unit, his membership in the Association shall automatically transfer to the new Owner succeeding to such Unit ownership interest.

3. Short Term Rental Permits: Nothing in these By-Laws, either explicitly nor implicitly, authorizes a Member to utilize and/or operate his Unit as a short-term rental unit. Even so, the Members may by a majority Vote of the Members allow such short-term rental of a Unit. Each Owner has the unequivocal right, without reservation, to lease his respective Unit as a single family residence so long as such lease is for a period not less than three (3) months and is in compliance with all federal, state, and local laws and ordinances.

ARTICLE IV. MEETINGS OF MEMBERS

1. Place and Time of Meetings: Meetings of the Members of the Association may be held at a place to be determined by the Board within Davidson County, Tennessee, and at such time as specified in the written notice of such meeting which shall be delivered by the Board to all Members at least TEN (10) days prior to the date of such meeting. In lieu of an in-person meeting, all meetings described in these By-Laws may be conducted virtually or by consent action of the Members.

2. Annual Meetings: Development Period: During the Development Period, meetings of the Association shall take place only upon the call of the Developers. At any such meeting, the Developers may, but shall not be required to, submit to a Vote of the Members any matter that properly may come before a meeting of the Association. During the Development Period, the Developers shall determine in its sole discretion all matters that may properly come before the Board or the Association.

3. Annual Meetings: Post Development Period: The first regular annual meeting of the Owners (the "First Annual Meeting") shall be held after the expiration or termination of the Development Period. Subsequent to the First Annual Meeting, there shall be a regular annual meeting of Members held each year within THIRTY (30) days of the anniversary of the First Annual Meeting. All such meetings of the Owners shall be held at such place in Davidson County, Tennessee and at such time, as specified in the written notice of such meeting which shall be delivered by the Board to all Owners at least TEN (10) days prior to the date of such meeting.

4. Special Meeting: Special meetings of the Members, for any purpose of purposes, may be called by the President, a majority of the Board of Directors, or by Members having not less than THIRTY-FIVE PERCENT (35%) of the total number of votes entitled to be cast at such meeting. Business transacted at all special meetings shall be confined to the business stated in the notice of such meeting.

5. Notice: Written or printed notice, by or at the direction of the President, the Secretary or the officer or person authorized to call the meeting, shall be sent by U.S. Mail, facsimile, or e-mail, not less than TEN (10) nor more than SIXTY (60) days before the date of the meeting to each Member of the Association entitled to vote at such meeting at the addresses or other contact information given to the Board by the Member(s) [Owner(s)] for such purpose or hand delivery to a Member's Unit if no separate address or other contact information for such purpose has been given to the Board. Said notice shall state the place, day, and hour of the meeting and in the case of a special meeting, the purpose or purposes for which the meeting is called.

6. Quorum: The presence of more than FORTY PERCENT (40%) of the Votes entitled to be cast at a meeting of the Members shall constitute a quorum at all meetings of the Members for the transaction of business. If, however, the Members entitled to Vote in person or represented by proxy present at a meeting fail to satisfy a quorum, the Members present shall have the power to adjourn the meeting, without notice, until a quorum shall be present or represented. Further, if a quorum is not present, a subsequent meeting may be called; and the required quorum shall be reduced by half at such meeting. Such procedure may be repeated until a quorum is established, although in no event may the required quorum be less than TEN PERCENT (10%) of the Votes entitled to be cast at a meeting of the Members.

7. Majority Vote; Withdrawal of Quorum: When a quorum is present at any meeting, the Vote of the holders of more than FIFTY PERCENT (50%) of the total number of Member Votes present, in person or by proxy, and entitled to be cast shall decide any question brought before such meeting, unless the question is one upon which by express provision of the Declaration, the Charter of the Association, or these By-Laws; a different Vote is required, in which case such express provision shall govern and control the decision of such question. The Members present at a duly organized meeting may continue to transact business until adjournment, notwithstanding the withdrawal of enough Members to leave less than a quorum.

8. Method of Voting; Proxies: Each Member shall be entitled to a Vote as provided in the Declaration. No Member, other than the Developers, shall be entitled to vote at any meeting of the Association until such Member has presented to the Board sufficient evidence of ownership interest in a Unit of The Homes at Baxter Lane entitling the Member to voting rights as provided in the Declaration. The Vote(s) of each Member may be cast only by such Member or by a proxy given by such Member to his duly authorized representative. No proxy shall be valid for more than one meeting and shall bear the signature of the Member granting the proxy, the date of the meeting to which the proxy relates, and the name of the authorized representative to vote on behalf of the Member. Such proxy shall be filed with the Secretary of the Association prior to or at the time of the meeting. If title to any property ownership interest in a Unit is in the name of two or more persons or entities as co-owners, all such persons or entities shall collectively constitute only one (1) single Member of the Association and are referred to herein as a "Joint Member." A vote cast by any Joint Member is binding upon all other Joint Members owning a single Unit. Disagreements among or between Joint Members must be settled among or

between them and not involve the Board. In the event of an unresolved disagreement among Joint Members to cast their collective single Vote, such Joint Members shall not be recognized, and such Vote shall not be counted.

9. Imposition Default: No Member who is in default in the payment of any Imposition shall be entitled to exercise his right to vote until he has cured such default. A Member shall be deemed to be in default if he has not paid any Imposition, either to the Board or its agent, within FIFTEEN (15) days after the due date thereof. A Member may protest the amount of an Imposition, but it still must be paid during the pendency of the Member's protest to the Board or its agent

10. Cumulative Voting: Cumulative voting for Directors shall not be permitted.

ARTICLE V. DIRECTORS

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

2. Number; Qualifications; Election; Term: The Board of Directors shall consist of TWO (2) Directors, each of whom shall be a Member of the Association. During the Development Period, the Members of the Board of Directors shall be appointed by the Developers and shall serve at the pleasure of the Developers. Following the Development Period, Directors shall be elected by the Members. The Board shall consist of ONE (1) Chief Director and ONE (1) Associate Director, who shall serve terms of TWO (2) years; provided, however, the first Chief Director shall serve a term of THREE (3) years. Directors shall serve without compensation.

3. Removal; Change in Number; Vacancies: Any Director may be removed either for or without cause at any meeting or special meeting of the Members 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 has 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, a successor or successors may be appointed by a majority vote of the remaining Board of Directors, and each successor Director so appointed shall serve for the unexpired term of his predecessor in office. Any Directorship to be filled by reason of an increase in the number of Directors shall be filled by election at an annual meeting of the Members or at a special meeting of the Members called for that purpose.

4. Place of Meetings: The Directors of the Association shall hold their meetings, both regular and special, within Davidson County, Tennessee or such other location as may be selected by unanimous consent of the Directors then elected and serving,

5. Annual Meetings: The annual meeting of each newly elected Board shall be held without further notice immediately following the annual meeting of Members at the same place unless such time or place shall be changed by unanimous consent of the Directors then elected and serving.

6. Regular Meetings. Regular meetings of the Board may be held without notice at such time and place as shall from time to time be determined by the Board.

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

8. 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 such meeting at which there is a quorum shalt be the act of the Board of Directors. If a quorum shall not be present at any meeting of the Directors, the Directors present may adjourn the meeting by announcement at the meeting without notice until a quorum shall be present.

9. Committees Having Board Authority: The Board of Directors may, by resolution approved by vote or written consent by a majority of the whole Board, designate an Architectural Review Committee, a Nominating Committee for members of the Board of Directors and such other committees as deemed necessary that shall consist of one (1) or more of the Directors. Any such committee, to the extent provided in said resolution, shall and may exercise all of the authority of the Board of Directors in the management of the business and affairs of the Association, except where an action of the full Board of Directors is required by statute or the Charter.

10. Other Committees: Other committees not having and exercising the authority of the Board of Directors in the management of the affairs of the Association may be designated and appointed by a resolution adopted by a majority of the Directors at a meeting at which a quorum is present. Membership on such committees may, but need not be, limited to Directors or Members of the Association.

11. Procedure: All committees shall keep regular minutes of their proceedings and shall report same to the Board when required or requested.

12. Managing Agents: The Board of Directors may employ a Management Agent or entity for the Association at a compensation established by the Board of Directors. Such Management Agent shall perform such duties and services with respect to the Association as the Board of Directors shall authorize. The Board of Directors may delegate to such Management Agent such duties with respect to management, repair, and maintenance of The Homes at Baxter Lane 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 Association.

ARTICLE VI. POWERS AND DUTIES

1. The Board shall have the following powers and duties:
   a. To elect and remove the officers of the Association.
   b. To administer the affairs of the Association and The Homes at Baxter Lane.
   c. To engage the services of a Managing Agent to maintain, repair, replace, administer, and operate The Homes at Baxter Lane or any part thereof for all Members upon such terms and for such compensation and with such authority as the Board may be approved.
   d. To formulate policies for administration, management, and operation of The Homes at Baxter Lane and the Common Areas.
   e. To enforce the Declaration; to adopt and enforce Rules & Regulations (with written notice thereof to all Members) that govern the administration, management, operation, and use of The Homes at Baxter Lane and Common Areas; and to amend such Rules and Regulations from time to time.
   f. To assess fines, fees, and/or similar penalties against Members for violations of the Declaration, these By-Laws, or the Rules & Regulations of the Association; and to make necessary corrections or to take necessary action to achieve compliance which shall be at the Member's expense.
   g. To provide for the maintenance, repair, and replacement of the Common Areas, and to make payments therefor, and to approve payment vouchers or delegate such approval to the Officers, Managing Agent, or other authorized agents.
   h. To provide for the designation, hiring, and removal of employees and other personnel, including accountants and attorneys, and to engage or contract for the services of others, and to make purchases for the maintenance, repair, replacement, administration, management, and operation of The Homes at Baxter Lane and the Common Areas and to delegate any such powers to the Managing Agent (and any such employees or other personnel who may be the employees of a Managing Agent).

i. To appoint committees of the Board and to delegate to such committees the Board's authority to carry out certain duties of the Board or other such directives that are not duties of the Board.
j. To determine the fiscal year of the Association and to change said fiscal year from time to time as the Board deems necessary or appropriate.
k. To fix the estimated annual budget and to provide the manner of assessing and collecting from Members any fees or assessments for the repair and/or maintenance of Common Areas ("Impositions"). Impositions shall be allocated pro-rata based on the respective size of each Member's Limited Common Area.
l. To borrow money for the purpose of repair or restoration of Common Areas that are the responsibility of the Association to repair or restore.
m. To secure insurance policies as required or allowed by the Declaration. And in this regard, annually to review the amounts of coverage afforded by such policies.
n. Unless otherwise provided herein or in the Declaration, to comply with the instructions expressed in resolutions duly adopted at any annual or special meeting of Members by a majority Vote of the Members at such meeting unless some other percentage Vote by the Members is required by the Declaration.
o. To exercise all other rights, powers, and duties on behalf of the Members as provided or referred to in the Declaration or these By-Laws.

2. Authority of Board to Act for Association: Whenever in these By-Laws the Association is given the power to take any action, it is the intention of these By-Laws that the Board shall act for the Association in all cases, except and to the extent that it is expressly provided that action be taken upon Vote of the Members.

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

ARTICLE VII. OFFICERS

1. Number; Titles: The Officers of the Association shall be elected by the Directors from among the members of the Board of Directors and shall be a President, a Secretary, and a Treasurer. The President shall also be the Chief Director. 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.

2. Election: The Board of Directors at its first meeting after each annual meeting of Members shall choose a President, a Secretary, a Treasurer and such additional officers as the Board shall see fit to elect, all of whom shall be members of the Board.

3. 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, exercise such powers and perform such duties as shall be determined from time to time by the Board.

4. Salaries: There shall be no compensation to the Officers of the Association.

5. Term of Office; Removal: Each Officer of the Association shall hold his office until the annual meeting of the Board of Directors next following his election until a successor is chosen and qualified in his stead or until death, 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 Board of Directors. If the office of any officer becomes vacant for any reason, the vacancy may be filled by the Board of Directors.

6. President: The President shall be the chief executive officer of the Association and shall serve as the Chief Director. The President shall preside at all meetings of the Members and the Board of Directors, shall have the general and active management of the affairs of the Association, shall see that all orders and resolutions of the Board are carried into effect and shall perform such other duties as the Board of Directors shall prescribe.

7. Secretary: The Secretary or the designated agent of the Secretary shall attend all sessions of the Board of Directors and all meetings of the Members, shall record and maintain records of all votes and the minutes of all proceedings and shall perform like duties for any committees when required. The Secretary or the designated agent of the Secretary 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 such other duties as may be prescribed by the Board of Directors or President. If the Secretary is not able to perform any duty as described herein or otherwise provided, it is the sole responsibility of the Secretary to delegate such duties until such time that the Secretary resumes these duties.

8. Treasurer: The Treasurer or the designated agent of the Treasurer shall have the custody of the Association's funds and securities, shall keep full and accurate accounts of receipts and disbursements of the Association, and shall deposit all moneys and other valuable effects in the name and to the credit of the Association in such depositories as may be designated by the Board of Directors. The Treasurer or the designated agent of the Treasurer shall disburse the funds of the Association as may be ordered by the Board of Directors, taking proper vouchers for such disbursements. At the regular meetings of the Board, or whenever they may require it, the Treasurer or the designated agent of the Treasurer shall render to the President and Directors an account of all transactions of the Treasurer and of the financial condition of the Association. The Treasurer or the designated agent of the Treasurer shall perform such other duties as the Board of Directors may prescribe; and, if required by the Board of Directors, the Treasurer or the designated agent of the Treasurer shall give the Association 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 said office and for the restoration to the Association of all books, papers, vouchers, money, and other property of any kind whatsoever belonging to the Association in the Treasurer's possession or under his control in case of death, resignation, retirement, or removal from office.

ARTICLE VIII. MISCELLANEOUS PROVISIONS

1. Use by Developers. During the Development Period, the Developers and the Developers' agents, employees, contractors, and subcontractors, and their respective agents and employees, shall be entitled to access and ingress to and egress from all Units and the Property as may be required for purposes of the construction and sale of the Unit(s).

2. Reserves: The Board shall provide for 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 The Homes at Baxter Lane, or for such other purposes as the Directors shall think beneficial to the Association.

3. Checks: All checks or demands for money and notes of the Association shall be signed by such officer or officers or such other person or persons as the Board may from time to time designate.

4. Fiscal Year: The fiscal year of the Association shall be fixed by the Board.

5. Seal: The corporate seal, if any, shall be in such form as may be determined by the Board. Said seal may be used by causing it or a facsimile thereof to be impressed, affixed, or otherwise reproduced for such use.

6. Mortgages and Notice to Board: A Member who mortgages his Unit shall notify the Board of the name and address of his mortgagee and shall file a confirmed copy of the note and deed of trust or mortgage with the Board, and the Board shall maintain such information in the records of the Association,

7. Notice of Unpaid Common Charges: The Board, whenever so requested in writing by a Mortgagee of a Unit, shall promptly report any then unpaid Impositions, unpaid charges, or any other default by the Member of the mortgaged Unit.

8. Indemnification: The Association shall indemnify any current or former Director, officer, or employee of the Association against expenses actually and necessarily incurred by him and any amount paid in satisfaction of judgments, in connection with any action, suit or proceeding, whether civil or criminal in nature, in which he is made a party by reason of being or having been such a Director, officer or employee (whether or not a Director, officer or employee at the time such costs or expenses are incurred by or imposed upon him) except in relation to matters in which he shall have been adjudged in such action, suit or proceeding to be liable

for gross negligence or willful misconduct in the performance of his duty. The Association may also reimburse to any Directors, officer, or employee the reasonable costs of settlement of any such action, suit, or proceedings; if it shall be found by a majority of the Directors not involved in the matter of controversy, whether or not a quorum, that it was in the interest of the Association that such settlement be made and that such Director, officer, or employee was not guilty of gross negligence or willful misconduct. Such rights of indemnification and reimbursement shall not be deemed exclusive of any other rights to which such Director, officer or employee may be entitled by law or under By-law, agreement, Vote of Members or otherwise.

9. Inconsistencies: In the event these By-Laws are found to be inconsistent with the Declaration, then the Declaration shall be controlling.

10. Amendment of By-Laws: These By-Laws may not be altered, amended, or repealed except by the affirmative vote of not less than FIFTY PERCENT (50%) of the Members present at a duly called meeting of the Association or the affirmative written consent of such percentage of the Members at which a quorum is present unless a higher percentage vote is required elsewhere in the Declaration, applicable law, or an amendment of these By-Laws. Notice of the subject matter of a proposed amendment shall be included in the notice of any meeting at which a proposed amendment is to be considered, any such amendment shall be certified by the President or Secretary of the Association as having been duly adopted and shall be effective upon recording same in the Register's Office for Davidson County, Tennessee. However, these By-Laws may not be amended by the Members during the Development Period without the express written approval of the Developers except as provided in the Declaration. No amendment shall discriminate against any Member or against any Unit or class or group of Units unless the Member(s) so affected shall consent.

11. Headings: The headings used in these By-Laws have been inserted for administrative convenience only and are not substantive.

12. Notwithstanding any provision contained herein to the contrary, the business of any meeting of Members, Directors, or Officers of the Association may be conducted by consent action as that term is defined in Tenn. Code Ann. § 47-58-104.

13. As used herein the term "The Homes at Baxter Lane" shall refer to all of the constituent components of the Property subjected to a Horizontal Property Regime in the Declaration; provided, however, nothing in these By-Laws shall deprive a Member of any right(s) reserved to Members under Tenn. Code Ann. § 66-27-101 et. seq.

The foregoing By-Laws are hereby adopted as the By-Laws of The Homes at Baxter Lane Homeowners Association, Inc., by the undersigned as of this the 26th day of October, 2022.

DEVELOPERS:

THOMAS B. CRESSWELL, JR.

EVALYNN C. CRESSWELL

EXHIBIT D

MAINTENANCE RESPONSIBILITY – SUMMARY

	Unit Owner(s)	Association
Air Conditioner/ furnace / water heater	X	
Kitchen Appliances	X	
Water leaks (roof, windows)	X	
The structural integrity of each unit	X	
Common Ground	X *	
Shared Driveway/parking lot	X *	
Front and Rear Steps	X	
Exterior doors (repairs / replacements)	X	
Interior maintenance	X	
Electrical connections and wiring	X	
Garage	X	
Mailboxes	X	
Plumbing (outside wall to meter)	X	
Plumbing (interior lines)	X	
Painting (exterior – all surfaces)	X	
Patio / Balcony	X	
Roof / Gutter (repair / replace)	X	
Sidewalks	X	
Siding/ exterior trim (repair / replace)	X	
Trees (Common Areas)	X *	
Lawn Mowing/tree shrub trimming	X	
Garbage Pick-up and dumpster	X	
Exterior lighting	X	
Windows /s sliding doors/ screens/ doors	X	
Anything not shown on the chart	X	

* Should Owners fail to agree or cooperate in the repair and/or maintenance of items marked above with an asterisk ("*"), the President may direct that the Owners cooperate and/or share in expenses pro-rata, as otherwise set forth in the By-Laws.

EXHIBIT E

Copy of Filed Charter of The Homes at Baxter Lane Homeowners Association, Inc.

001363417

CHARTER
NONPROFIT CORPORATION

SS-4418

Tre Hargett
Secretary of State

Division of Business Services
Department of State
State of Tennessee
312 Rosa L. Parks AVE, 6th FL
Nashville, TN 37243-1102
(615) 741-2286

Filing Fee: $100.00

For Office Use Only
-FILED-
Control # 001363417

The undersigned, acting as incorporator(s) of a nonprofit corporation under the provisions of the Tennessee Nonprofit Corporation Act, adopt the following Articles of Incorporation.

1. The name of the corporation is: The Homes at Baxter Lane Homeowners Association Inc.

2. Name Consent: (Written Consent for Use of Indistinguishable Name)
☐ This entity name already exists in Tennessee and has received name consent from the existing entity.

3. This company has the additional designation of: None

4. The name and complete address of its initial registered agent and office located in the State of Tennessee is:
THOMAS B CRESSWELL, JR.
509 BAXTER LANE
NASHVILLE, TN 37220
DAVIDSON COUNTY

5. Fiscal Year Close Month: December **Period of Duration:** Perpetual

6. If the document is not to be effective upon filing by the Secretary of State, the delayed effective date and time is:
(none) (Not to exceed 90 days)

7. The corporation is not for profit.

8. Please complete all of the following sentences by checking one of the two boxes in each sentence:
This corporation is a ☐ public benefit corporation / ☑ mutual benefit corporation.
This corporation is a ☐ religious corporation / ☑ not a religious corporation.
This corporation will ☑ have members / ☐ not have members.

9. The complete address of its principal office is:
509 BAXTER LANE
NASHVILLE, TN 37220
DAVIDSON COUNTY

(Note: Pursuant to T.C.A. §10-7-503 all information on this form is public record.)

B1293-8828 10/26/2022 10:52 AM Received by Tennessee Secretary of State Tre Hargett

CHARTER
NONPROFIT CORPORATION

SS-4418

Tre Hargett
Secretary of State

Division of Business Services
Department of State
State of Tennessee
312 Rosa L. Parks AVE, 6th FL
Nashville, TN 37243-1102
(615) 741-2286

Filing Fee: $100.00

For Office Use Only
-FILED-
Control # 001363417

The name of the corporation is: The Homes at Baxter Lane Homeowners Association Inc.

10. The complete mailing address of the entity (if different from the principal office) is:
509 BAXTER LANE
NASHVILLE, TN 37220

11. List the name and complete address of each incorporator:

Title	Name	Business Address	City, State, Zip
Incorporator	Thomas B Cresswell, Jr.	509 BAXTER LANE	NASHVILLE, TN 37220
Incorporator	Evalynn C Cresswell	509 BAXTER LANE	NASHVILLE, TN 37220

12. School Organization: (required if the additional designation of "School Organization - Exempt" is entered in section 3.)

☐ I certify that pursuant to T.C.A. §49-2-611, this nonprofit corporation is exempt from the $100 filing fee required by T.C.A. §48-51-303(a)(1).

☐ This nonprofit corporation is a "school support organization" as defined in T.C.A. §49-2-603(4)(A).

☐ This nonprofit corporation is an educational institution as defined in T.C.A. §48-101-502(b).

13. Insert here the provisions regarding the distribution of assets upon dissolution:
In the event of dissolution of the Corporation, the residual assets of the Corporation (after all creditors of the Corporation have been paid), shall be distributed to the members prorated in accordance with their respective membership interests.

14. Other Provisions:

(Note: Pursuant to T.C.A. §10-7-503 all information on this form is public record.)

Electronic	Incorporator
Signature	Title/Signer's Capacity
Thomas B Cresswell, Jr.	Oct 26, 2022 10:52AM
Printed Name	Date

B1293-8829 10/26/2022 10:52 AM Received by Tennessee Secretary of State Tre Hargett

EXHIBIT F

THIS INSTRUMENT WAS PREPARED BY:
Seth N. Cline, Esq.
COLLINS LEGAL, PLC
414 Union Street
Suite 1110
Nashville, TN 37219
615-736-9596
seth@collins.legal

ATTORNEY'S CERTIFICATE

This document is intended to serve as the attorney's opinion which is required under the terms of Tennessee Code Annotated, § 66-27-103. The undersigned, Seth N. Cline, an attorney licensed to practice law in the State of Tennessee, hereby declares that upon the proper recording of this certificate and the following additional documents, all legal requirements for the creation of a Horizontal Property Regime development under the terms of the Tennessee Horizontal Property Act, Tennessee Code Annotated §§ 66-27-101 et seq. will have been met.

1. The Declaration establishing The Homes at Baxter Lane, a Horizontal Property Regime.
2. By-laws of The Homes at Baxter Lane Homeowners Association, Inc., Townhouse corporation as described in Tennessee Code Annotated § 66-27-102(15).
3. The Plan for The Homes at Baxter Lane Homeowners Association, Inc., a Horizontal Property Regime, attached as Exhibit B hereto.
4. The Charter of The Homes at Baxter Lane Homeowners Association, Inc., a Townhouse corporation organized under the Tennessee Nonprofit Corporation Act, title 48 chapters 51-68.

WITNESS my hand this 26th day of October, 2022.

Seth N. Cline

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally, appeared before me, a Notary Public of the aforesaid authority, Seth N. Cline with whom I am personally acquainted or who provided sufficient evidence to the effect thereof, and who acknowledged that they executed the within instrument for the purposes therein contained. I declare under penalty of perjury that the person whose name is subscribed to this instrument, appears to be of sound mind and under no duress, fraud, or undue influence.

WITNESS my hand, at office, on this 26th day of October, 2022.

Notary Public _____ My Commission Expires 3-3-2026

