Karen Johnson Davidson County
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DECLARATION OF COVENANTS, CONDITIONS and RESTRICTIONS FOR THE COTTAGES at WHISPERING HILLS DRIVE

A HORIZONTAL PROPERTY REGIME WITH PRIVATE ELEMENTS

THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR THE COTTAGES at Whispering Hills Drive (the "Declaration"), is made, published and declared effective as of the date of recording in the Register of Deeds Office for Davidson County, Tennessee, by and between Barry Allen Talley and Jennifer Poff Talley, (jointly and severally the "Owner" or "Developer"), and any and all persons, firms, or corporations presently owning or hereafter acquiring any of the within described property;

WITNESSETH:

WHEREAS, the Developer is the owner of certain real property located in the County of Davidson, State of Tennessee, described on **Exhibit "A"** attached hereto (the "Parcel"); and

WHEREAS, the Developer intends to and does hereby submit the above-described Parcel of real estate together with all buildings, structures, improvements and other permanent fixtures of whatsoever kind thereon, and all rights and privileges belonging to, or in any way pertaining thereto, (the "Property") to the provisions of the Tennessee Horizontal Property Act, Tenn. Code Ann. § 66-27-101 et seq., for the express purpose of establishing thereon a horizontal property regime with private elements to be known as "**The Cottages at Whispering Hills Drive**";

WHEREAS, the Developer further desires to establish said horizontal property regime for its own benefit and for the mutual benefit of all future owners or occupants of the Property or any part thereof, and intends that all future owners, occupants, mortgagees, and any other persons hereinafter acquiring any interest in the Property, shall hold such interest subject to 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, as hereinafter set forth, all of which are declared to be in furtherance of a plan to promote and protect the cooperative aspects of residence on the Property, and are established for the purpose of enhancing the value, desirability and attractiveness of the Property;

NOW THEREFORE, the 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, Tenn. Code Ann., Sections 66-27-101, et seq.

(b) **"Additional Property"** means all real property which is contiguous to the real property described in Exhibit A hereto and subject to annexation to the terms of this Declaration in accordance with the provisions hereof.

(c) **"Association"** means The Cottages at Whispering Hills Drive Owners Association, Inc., a Tennessee not-for-profit corporation.

(d) **"Board"** means the Board of Directors of the Association.

(e) **"Building"** or **"Buildings"** means the buildings located on the Parcel and forming part of the Property and containing the Units. The "Building" or "Buildings" are and shall be delineated on Exhibit B and on a comparable exhibit to any Supplementary Declaration annexing Additional Property as provided hereunder.

(f) **"Bylaws"** means the Bylaws of the Association. For purposes of the Act, all provisions contained in this Declaration dealing with the administration and maintenance of the Property shall be deemed to be a part of the Bylaws. A copy of the Bylaws is attached to this Declaration as Exhibit "C".

(g) **"Common Elements"** means all real and personal property within the Property other than the Units (which Units encompass the Private Elements) which is now or hereafter owned by the Association. The Common Elements are designated on Exhibit B (and on a similar exhibit to any Supplementary Declaration hereto) and shall be held by the Association for the common use and enjoyment of the Unit Owners. The Common Elements may include, but shall not be limited to, driveways, lawns (other than those which are limited or within Private Elements), streets, roadways, bridges, culverts, parking areas, drainage structures and facilities, private sanitary sewers, ponds, waterways, fences, sidewalks, curbs, gutters, signs, lights, utilities and other improvements. Developer shall convey title to the Common Elements to the Association upon completion of the development.

(h) **"Declaration"** means this instrument, as amended or supplemented from time to time.

(i) **"Developer"** means Barry Allen Talley and Jennifer Poff Talley, their heirs, successors and assigns, provided such successors or assigns are designated in writing by Developer as a successor or assign of the rights of Developer set forth herein.

(j) **"Limited Common Elements"** means any Common Elements contiguous to and serving a single Unit or a certain number of Units to the exclusion of other Units (including without limitation, patios), 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 Exhibit B or by a similar exhibit to a Supplementary Declaration hereto.

(k) **"Majority"** or **"Majority of the Unit Owners"** means the owners of more than fifty percent (50%) of the voting rights of the Unit Owners.

(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 on **Exhibit "A"** and depicted on **Exhibit "B" pages one and two** attached hereto.

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

(o) **"Private Elements"** means the lot area upon which each Unit is located and the improvements now or hereafter located thereon as shown on Exhibit B or on a similar exhibit to a Supplementary Declaration hereto. A Unit Owner's ownership of a Unit shall include fee simple ownership and use of the Private Elements for such Unit. References to Lots in this Declaration or on Exhibit B (or on an exhibit to a Supplementary Declaration hereto) shall be deemed to refer to the Private Elements.

(p) **"Property"** means all the land and space comprising the Parcel, the Additional Property as herein defined, and all improvements and structures 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", "Recorded"** or **"Recording"** refers to the record or recording in the office of the Register of Deeds of Davidson County, Tennessee.

(r) **"Supplementary Declaration"** means an instrument filed with the Register's Office of Davidson County, Tennessee which subjects any Additional Property to this Declaration and/or imposes, expressly or by reference, additional restrictions and obligations on the land described in such instrument.

(s) **"Unit"** means a portion of the Property as shown and designated in Exhibit B (or on an exhibit to any Supplementary Declaration) for separate ownership and shall include the Private Elements and the residence and improvements now and hereafter located thereon. The Units of the first phase are identified by number on Exhibit B and may be held and conveyed by reference to such number. Conveyance of a Unit shall automatically convey the undivided membership of each Unit Owner in the Association. Any Unit may be jointly or commonly owned in any estate recognized under applicable law.

(t) **"Unit Owner"** means the person or persons whose estates or interests, individually or collectively, aggregate fee simple ownership of a Unit. Unless specifically provided otherwise herein, the Developer shall be deemed a Unit Owner so long as the Developer is the title holder of any Unit.

2. Submission of Property to the Act.

(a) The Developer, by recording this Declaration, does hereby submit and subject the Parcel and the Property to the provisions of the Act and hereby establishes a horizontal property regime with private elements as authorized and described in the Act and to be hereafter known as **The Cottages at Whispering Hills Drive**.

(b) **Annexation of Additional Property. Without further assent or permit,** Developer and any Successor Developer hereby reserves the right, exercisable from time to time

but not later than ten (10) years after the date hereof, or the date of any Supplementary Declaration hereto, to subject to these restrictions Additional Property, in one or more additional phases, in order to extend the scheme of this Declaration and to bring such Additional Property within the jurisdiction of the Association.

(c) **Supplementary Declarations.** The additions herein authorized shall be made by filing of record with the Register's Office for Davidson County, Tennessee one or more Supplementary Declarations which shall extend the jurisdiction of the Association to the Additional Property described in said Supplementary Declarations, and thereby subject such Additional Property to assessment for its just share of the Association's expenses. Each Supplementary Declaration must subject the annexed property to the covenants, conditions and restrictions contained herein.

(d) **Consent to Rezoning.** Every Unit Owner shall be deemed to have consented to any rezoning that may be necessary or desirable for the development of the Property and any Additional Property as part of The Cottages at Whispering Hills Drive. Unit Owners within the Additional Property shall succeed to all of the rights and obligations of membership in the Association.

(e) **Extension of Development Rights to Adjacent Property. The** Developer shall have the rights described in this paragraph 2, exercisable without approval of the Association. The Developer shall have the voting rights as specified hereinafter with respect to any added Units, subject to the original limitations as to duration of weighted voting.

(f) **Association Rights.** The Association may not assert as a reason to object to the new development plan the fact that existing Association facilities will be additionally burdened by the property to be added by the new development or that the type of home or size of Unit in any future construction differs from that of the initial construction phase, or any subsequent phase, it being acknowledged that the Developer intends to build units within The Cottages at Whispering Hills Drive.

(g) **HUD/VA Approval.** If so required by applicable federal law or regulations, annexation of Additional Property as part of the Property and/or subjecting Additional Property to the terms of this Declaration shall require prior HUD/VA approval so long as a membership exists in the association.

3. **Exhibit B**. Exhibit B sets forth the numbers, areas, locations, and other data required by the Act to identify the Units and the elements.

4. **Units.** The legal description of each Unit shall consist of the identifying number of such Unit as shown on Exhibit B (and on any similar exhibit to a Supplementary Declaration). Every deed, lease, mortgage, deed of trust or other instrument shall legally describe a Unit by its identifying number as shown on Exhibit B, 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, plat, court decree or otherwise, subdivide or in any other manner cause such Owner's Unit to be separated into any tracts or parcels different from the whole Unit as shown on Exhibit B.

5. (a) **Association of Unit Owners and Administration and Operation of the Property.** There has been or will be formed an Association having the name The Cottages at

Whispering Hills Drive Owners Association, Inc., a Tennessee not-for-profit corporation, which Association shall be the governing body for all of the Unit Owners and shall be operated to provide for the maintenance, repair, replacement, administration, operation and care of the Property as provided in the Act, this Declaration and the Bylaws. The Unit Owners shall each be members of the Association, with each Unit Owner holding an undivided membership interest in the Association which shall be appurtenant to such Unit, each such membership interest appurtenant to a Unit being in an equal share, subject to the provisions concerning voting hereinafter set forth. The Board of Directors of the Association shall be elected and shall serve in accordance with the provisions of the Bylaws. 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 use and benefit of Unit Owners in accordance with the provisions of the Act, this Declaration and the Bylaws. Each Unit Owner shall be a member of the Association so long as such Owner is a Unit Owner. A Unit Owner's membership shall automatically terminate when such owner 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 automatically succeed to the former Unit Owner's membership in the Association. The aggregate number of votes for all members of the Association shall be divided among the respective Unit Owners with one (1) vote granted to each Unit (except that the Developer shall have three votes per Unit as provided below).

(b) **Voting Membership.** The voting members shall be all Unit Owners. Owners shall be entitled to one (1) vote for each Unit owned. When more than one (1) person holds an interest in any Unit, all such persons shall be members; provided, however the vote for such Unit shall be exercised as they determine, but in no event shall more than one (1) vote be cast with respect to any Unit.

(c) **Management of Property.** The Board shall be self-managed. 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 subsection (d) below. The Board shall require that such Managing Agent have fidelity bond coverage on its employees handling Association funds. The cost of such services shall be a common expense, as defined below. Any vote of the Board to adopt any form of management of the Property without the services of a professional property management company shall be subject to the prior approval of a majority of all first mortgagees of Units.

(d) **Construction Period.** During the period of construction of the units, the Owner and Developer (and/or any builder(s) and their agents, employees, contractors and subcontractors, and their respective agents and employees) shall have easements for access, ingress to and egress from the Buildings and Property as may be required for purposes of construction and sale of the Units and for the development of the Common Elements and work to be performed thereon.

(e) **Non-Liability of the Directors, Board, Officers and Developer.** Neither the directors, Board, 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, Board, 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, Board, officers, or Developer, and their respective heirs, executors, administrators, successors and assigns in accordance with the Charter of the Association and Bylaws.

(f) **Interest of Association in Common Elements.** Ownership of the Common Elements shall be vested in the Association pursuant to a conveyance of said Common Elements from the Developer to the Association.

6. **Disputes Between Owners.** 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 the Bylaws, if the Unit Owners cannot come to terms and compromise then the matter shall be arbitrated or litigated in accordance with local laws.

7. **Use of the Common Elements.** Except as hereinafter set forth, each Unit Owner shall have the right to use the Common Elements (except the Private Elements) in common with all other Unit Owners, and shall have easements for the purposes of access, ingress to, egress from, use, occupancy and enjoyment of the respective Unit owned by such Unit Owner. Such right to use the Common Elements shall extend to each Unit Owner, and such Owner's 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 Private Elements attributable to the Unit. Such rights to use the Common Elements, shall be subject to and governed by the provisions of the Act, Declaration, Bylaws and any rules and regulations 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 the Bylaws. 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 or regulations as the Board may adopt or prescribe.

8. **Storage Areas and Parking Spaces.** Any storage areas on the Property, except those inside the Units and those which are Private Elements, shall be used by such Unit Owners in such manner and subject to such rules and regulations as the Board may prescribe. Parking spaces within the Properties, shall be used by such Unit Owners in such manner and subject to such rules and regulations as the Board may prescribe.

9. (a) **Common Expenses.** The Association shall be responsible for the "Common Expenses" as defined herein. Each Unit Owner shall be assessed an equal share of the Common Expenses as described below. Common Expenses shall include, but are not limited to the following:

(i) the cost of administration of the Association, including annual filing fees and any matter necessary to continue management of The Cottages at Whispering Hills Drive.
(ii) the administration, repair, maintenance, replacement and operation of the Common Elements (including the Limited Common Elements); and
(iii) the cost of necessary maintenance, care, and replacement of applicable shared portions of the Units, including the Private Elements thereof, such as: (1) exterior landscaping and maintenance of trees, shrubs and grass; (2), driveways,

walkways and porches located upon or about each Unit (but not elevated decks or balconies); (3) painting, maintenance and nonstructural repair of exterior building surfaces including roofs, gutters, downspouts, exterior building walls, trim, signage, mailboxes, house numbers, caulking and other exterior building repairs of a non-structural nature (but not including doors). The balance of the Units and the improvements located thereon shall be maintained by the Unit Owner of each particular Unit. In the event that a Unit Owner fails to satisfy his maintenance obligations as herein defined, the Association may, after approval of majority vote of the Board, enter onto such private elements and perform such necessary maintenance, repair or replacement, the cost of such work to be added to and become a part of the assessment to which said Unit is subject.

(iv) any other expenses determined by the Board to be Common Expenses.

(b) **Lien of Assessment.** In order to secure payment of Common Expenses and assessments, 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 personal 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 of sale or any proceeding 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 became 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 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.** As each expense shall come due, the Unit Owners shall contribute either the full prorata share or, if approved by majority vote, make monthly or other periodic payment of such assessments at some intervals as are convenient. 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 majority vote of Members entitled to cast votes at a meeting of the Members duly held for that purpose. Written notice of the monthly, annual or special assessment shall be hand-delivered or mailed (by U.S. first class mail) to every Unit Owner subject thereto. 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) **Annual Assessment.** The Board shall annually set the amount of the annual assessment. The annual assessment shall be assessed equally against all Units. If during any year, the Board determines that the anticipated Common Expenses require an increase or decrease in the amount of the annual assessment, the Board shall change the annual assessment accordingly and notify the Unit Owners.

(e) **Rate of Assessment.** All Units in the development shall commence to bear their assessments simultaneously.

(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 percent (10%) of the outstanding balance owed. Unpaid assessments shall also 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. The Association is entitled to recover from the delinquent Unit Owner interest, costs and expenses of any nature incurred by the Association in an effort to collect unpaid assessments, including without limitation the Association's reasonable attorneys' fees, and all such expenses, charges and reasonable attorney's fees shall be secured by the Association's lien for assessments. No Unit Owner may avoid liability for the assessments and other charges 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 common expenses payable by a Unit Owner shall be subordinate to the lien of a recorded 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 as security) or forecloses its mortgage or deed of trust. This subsection shall not be amended, changed, modified or rescinded without the prior written consent of all mortgagees and deed of trust beneficiaries of record.

10. **Mortgages and Deeds of Trust.** Each Unit Owner shall have the right, subject to the provisions herein, to make separate mortgages and deeds of trust for such Unit Owners' respective Unit, including such Unit Owner's respective membership interest in the Association. 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 such Owner's Unit and the interest in the Association corresponding thereto.

11. **Separate Real Estate Taxes.** Real estate taxes shall be separately taxed to each Unit Owner for such Owner's Unit. In the event that such taxes for any year are not separately taxed to each Unit Owner, but rather are taxed on the Property as a whole, then each Unit Owner shall pay such Owner's proportionate share thereof based upon assessment of the Unit improvements and each Unit's prorata portion of Private Elements.

12. **Insurance.** Each Unit Owner shall maintain hazard and property and casualty insurance in amounts sufficient to replace the improvements in the event of a natural disaster. The Board may, upon approval of the Unit Owners, obtain additional liability insurance for the common areas. Reconstruction shall not be compulsory where the whole or more than two-thirds (2/3) of such insured improvements are destroyed or damaged by fire or other casualty.

Each Unit Owner shall be responsible for obtaining his own insurance on the contents of such Unit Owner's Unit, as well as upgrades, additions and improvements beyond the base specifications for the Unit, decorations, furnishings and personal property therein, and personal property stored elsewhere on the Property.

13. **Maintenance, Repairs and Replacements.**

(a) **Obligations of Unit Owners.** Each Unit Owner, at such Owner's expense, shall furnish and be responsible for all maintenance of, repairs to and replacements to the interior and exterior of such Owner's Unit, along as within each Unit's Private Elements, including plumbing, pipes, wiring, appliances, and all structural components of the Unit. In addition each Unit Owner shall be responsible for all exterior glass, windows (including storm windows), screens, and doors (including storm doors), and all portions of the Property for which the Association is not responsible. All structural repairs to Units are the financial responsibility of the Unit Owners. Notwithstanding any other provision contained in this paragraph or elsewhere in this Declaration, the Unit Owner shall be responsible for the repair and maintenance of the air conditioning condenser serving his or her Unit.

(b) **Obligations of Association.** The Association shall be responsible for maintenance of, repairs to and replacements within the Common Elements (including Limited Common Elements) and the following portions of the Units and Private Elements: (1) exterior landscaping and maintenance of trees, shrubs and grass; (2), walkways and porches located upon or about each Unit (but not elevated decks or balconies); (3) painting, maintenance and nonstructural repair of exterior building surfaces including roofs, gutters, downspouts, exterior building walls, trim, caulking and other exterior building repairs of a non-structural nature (but not including doors). The Association's responsibility for exterior maintenance shall not include glass surfaces of any nature. Other items of maintenance, repair, and replacement in the Units shall be the responsibility of the Unit Owner. The cost of maintenance of, repairs to and replacements which are the responsibility of the Association shall be part of the Common Expenses, subject to the terms of this Declaration, the Bylaws, rules and regulations of the Association.

(c) **Loss Attributable to Unit Owner.** Notwithstanding any provision of this Declaration to the contrary, if the need for maintenance or repair that would otherwise result in a Common Expense 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 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.

(d) **Access to Units.** 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 Private Elements as may be required in connection with the preservation of any individual Unit or Private Elements in the event of an emergency, or in connection with maintenance of, repairs or replacements within the Common Elements, Private Elements or any equipment, facilities or fixtures affecting or serving the other Units, Common Elements or Private 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, or if the Unit Owner has been uncooperative with the Association in scheduling a time for the Association to gain access to the Unit.

(e) **Party Walls.** Each wall built as a part of the original construction of a structure upon the Private Elements and placed on the dividing line between two Units shall constitute a party wall and, 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 thereto.

The following provisions shall apply to all party walls constructed in the Property: (i) The cost of reasonable repair and maintenance of a party wall shall be shared by the Unit Owners who make use of the wall in proportion to such use; (ii) If a party wall is destroyed or damaged by fire or other casualty, any Unit Owner who has used the wall may restore it. If other Unit Owners make use of the wall, they shall contribute to the cost of restoration thereof in proportion to such use; subject, however, to the right of any Unit Owners to call for a larger contribution from the others under any rule of law regarding liability for negligence or willful acts or omissions; (iii) The Unit Owner may construct or reconstruct a party wall subject to and within the limitations of architectural control and other limitations of this Declaration with the right to go upon the adjoining Lot to the extent reasonably necessary to perform the construction. The construction shall be done expeditiously. Upon completion of the construction, the Unit Owner shall restore, as is reasonably practicable, the adjoining Unit to as near the same condition which prevailed on or before the commencement of the construction; (iv) The right of any Unit Owner to contribution from any other Unit Owner under this Section shall be appurtenant to the land and shall pass to the Unit Owner's successors in title; (v) If any Unit Owner desires to sell his Unit, he may, in order to assure a prospective purchaser that no adjoining Unit Owner(s) has a right of contribution as provided in this Article, request that the adjoining Unit Owner(s) provide a certification that no right of contribution exists. It shall be the duty of each adjoining Unit Owner to make a certification as to whether there is any pending claim of contribution immediately upon request and without charge.

14. **Architectural Control, Alterations, Additions or Improvements.**

(a) **Architectural Control.** No structure may be erected, placed or altered on any Private Elements, and no building permit may be obtained, until the construction plans and building specifications and a plan showing: (i) the location of improvements on the Private Elements; (ii) the grade elevation (including rear, front and side elevations); (iii) the type of exterior material and roof material (including delivery of samples thereof); (iv) the color of paint or stain to be applied to any exterior surfaces and the color of the roof material (including delivery of samples thereof); and (v) the location and size of any wood deck or patio, shall have been approved in writing by a majority of the Members.

(b) **Alterations, Additions or Improvements.** Each Unit Owner shall be responsible for any damage to other Units, the Common Elements, the Private Elements, the Property, or any part thereof, resulting from such alterations, additions or improvements.

15. **Decorating.** Each Unit Owner, at such Owner's expense, shall furnish and be responsible for all decorating within such Owner's Unit and Private Elements serving such Unit.

16. **Encroachments and Easements.** If any portions of the Common Elements shall actually encroach upon any Unit or Private Elements, or if any Unit or Private Elements shall actually encroach upon any portions of the Common Elements, or if any Unit or Private Elements shall actually encroach upon another Unit or Private Elements, as the Common Elements, Units and Private Elements are shown on Exhibit B, 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.

The Association shall have the right to grant permits, licenses, and easements over the Common Elements for utilities, roads, and other purposes reasonably necessary or useful for the proper maintenance or operation of the Property.

17. **Association's Right to Purchase at a Foreclosure Sale.** The Board shall have the power and 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, 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 three-fifths (3/5) of the total votes of the Unit Owners. Such consent shall set forth a maximum price, which the Board or its duly authorized agent may 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 arrangement may be secured by an encumbrance on any interest in the Property other than the Unit, or interest therein, to be purchased or leased, and the percentage interest in the Association appurtenant thereto.

18. **(a) Use and Occupancy Restrictions.** Subject to the provisions of the Bylaws, no part of the Property may be used for purposes other than housing and the related common

purposes for which the Property was designed and as allowed by municipal zoning laws. Each Unit shall be used as a residence or such other use permitted by this Declaration and for no other purposes except that professional and quasi-professional people may use their residence (not in violation of municipal zoning laws) as an ancillary or secondary facility to an office established elsewhere. The foregoing restrictions as to residence shall not, however, be construed in such manner as to prohibit a Unit Owner from: (a) maintaining a personal library; (b) keeping personal business or professional records or accounts; or (c) handling personal business or professional telephone calls or correspondence. Such uses are expressly declared customarily incident to the principal residential use and not in violation of said restrictions or municipal zoning law.

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; provided, however, that any areas designed for a specific use shall be used for the purposes approved by the Board. The use, maintenance and operation of the Common Elements shall not be obstructed, damaged or unreasonably interfered with by any 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 said Common Elements.

(b) **Structural Compliance.** All structures shall be built in substantial compliance with the plans and specifications therefor, approved by Developer or the Association as provided herein.

(c) **Improvements and Setback Restrictions.** No building or structure, or any part thereof, shall be located on any Unit so that the improvements exceed the boundaries of the Unit. No encroachment upon any utility easement reserved on Exhibit B shall be authorized or permitted.

(d) **Re-subdivision or Combination of Units.** No Unit shall be resubdivided or combined with other Units, nor shall any building be erected or placed on any such re-subdivided or combined Unit, unless such re-subdivision or combination is approved by the Association, as well as any governmental authority having jurisdiction. Developer, however, shall have the right, but not the obligation, to re-subdivide or combine any Units, by recorded plat or in any other lawful manner, and such Units, as replatted, shall be subject to this Declaration as if such Units were originally included herein. Any such re-plat must comply with pertinent re-platting ordinances, statutes, regulations, and requirements.

(e) **Walls, Fences and Hedges.** All walls, fences or hedges shall be erected or maintained only as approved and directed by the Association. There shall be permanent six inch (6") easements on both sides of any property lines separating the Units for the purpose of construction and maintenance of a fence between the patios appurtenant to said Units (the "Fence Easements"). Notwithstanding any other provision of this Declaration to the contrary, maintenance and repair of any fence constructed within a Fence Easement shall be the responsibility of the Unit Owner on whose property or Limited Common Elements the fence is located. Any fence constructed within a Fence Easement (other than by the Developer) must be approved by the ACC. Notwithstanding any other provision of this Declaration to the contrary, a Unit Owner shall be responsible for maintaining any portion of the Unit or Limited Common Elements

appurtenant to the Unit which is totally enclosed by an approved wall, fence, hedge or combination thereof

(f) **Parking.** All vehicles shall be parked either in the garage appurtenant to said Unit or on the driveway serving said Unit. Except as provided in this section, inoperative vehicles, tractors, buses, mobile homes, recreational vehicles, trailers (either with or without wheels), travel trailers, campers, camper trailers, boats and other watercraft, and boat trailers are prohibited; provided, however, travel trailers, campers, camper trailers, boats and other watercraft, and boat trailers, along with Commercial vehicles are permitted within the Property only for such periods as are reasonably necessary for loading and unloading, providing delivery service or as needed for construction or reconstruction work of some element of the Property. For purposes of this Declaration, "commercial vehicles" include without limitation any vehicle with commercial writing or a commercial logo on its exterior, any vehicle primarily used for commercial purposes, any vehicle primarily designed for commercial use, and any vehicle not primarily designed and used solely for noncommercial passenger transportation. The Board of Directors may impose rules and regulations not inconsistent with this Declaration with respect to the maintenance and use of parking spaces provided on the Common Elements and the uses, operating and control of vehicles thereon.

(g) **Exterior Finish.** Units shall be constructed with an exterior finish only as designated or approved by the Association.

(h) **Common Mailbox Style.** The Association reserves the right to designate the style and material of all mailboxes and house numbers and any common signage.

(i) **Storage Tanks and Refuse Disposal.** No exposed above-ground tanks or receptacles shall be permitted for the storage of fuel, water, or any other substance, except for refuse produced through normal daily living and of a nature which is satisfactory for pick-up by a governmental department of public works or a public or private equivalent thereto. Incinerators for garbage, trash, or other refuse shall not be used or permitted. All equipment, coolers, and garbage cans shall be kept in the garage and concealed from the view of neighboring lots, roads, streets, and open areas except for garbage containers on days of garbage collection. Unit Owners may not separately contract for garbage collection. The Association shall contract for garbage collection for all Units as a Common Expense.

(j) **Clothes Lines.** Outside clotheslines and any other means of hanging clothes outside the Units is prohibited.

(k) **Signs and Advertisements.** No sign, billboard of advertisement of any kind shall be erected, displayed or otherwise exposed to view on any Unit or any improvement thereon; provided that this requirement shall not preclude the placement by Unit 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 Association. The Association shall have the right to remove any such unapproved sign, billboard or advertisement which is in violation of this paragraph, and in doing so shall not be subject to any liability for trespass or other tort in connection therewith or arising from such removal. Advertisements, signs and billboards of the Developer and any builder working under contract with Developer for the construction of a residence within the Property shall not be subject to this provision.

(l) **Use of Temporary Structures.** Unless approved in writing by unanimous consent of the Members, no structure of a temporary character, mobile home, camper, trailer, tent, shack, barn, portable storage unit shed or other outbuilding shall be erected or moved onto any Unit. No structure of any kind except a dwelling house may be occupied as a residence, and the outside of any residence and landscaping therefore must be completed before occupancy.

(m) **Outside Lighting.** Outside lights at eaves and door entrances shall be permitted, but no colored light bulbs, exterior flashing or high-intensity lights, floodlights, or spotlights on the exterior of any building shall be permitted, except with the prior written approval of the Association.

(n) **Satellite Dishes and Antennae.** 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 must be one (1) meter or less in diameter, must be located to the rear of a Unit and not visible from the street (unless such location would preclude reception of an acceptable quality signal) and may not be affixed to any portion of the Common Elements or overhang beyond the vertical plane of the building facade.

(o) **HVAC Units.** All central air conditioning system units must be used, erected, placed, or maintained on the side or to the rear of the Unit. No window or wall type air conditioning units shall be permitted in any Unit.

(p) **Oil and Mining Operations.** No oil drilling, oil development operations, oil refining quarrying or mining operations shall be permitted on any Unit, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any Unit. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained, or permitted upon any Unit.

(q) **Maintenance.** All Units shall be maintained in a neat and attractive condition by their respective Unit Owners or Occupants. No Unit shall be used for storage of material or equipment except as incidental to normal residential living, or incidental to construction of improvements thereon during periods of construction as permitted herein. The accumulation of garbage, trash or rubbish of any kind and the burning of any such materials is prohibited. In the event of default on the part of the Unit Owner or Occupant of any Unit in observing any of the above requirements, 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, such charges to be secured by the lien for assessments upon the Unit, enforceable and collectible 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 Unit Owner for the payment of such costs.

(r) **Landscape Maintenance.** If the Unit Owners so vote, the Association may contract with one (1) or more landscaping services to provide grass cutting, lawn maintenance, proper

care for all trees, shrubbery and other landscaping, and other necessary maintenance services for the Common Elements and other portions of the Property for which the Association is responsible, the cost of such being a Common Expense.

(s) **Use of Premises.** Each Unit shown on Exhibit B shall be used only for private, single-family residential purposes and not otherwise.

(t) **Animals and Pets.** No animals, livestock, or poultry of any kind shall be raised, bred, pastured, or maintained in any 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 Unit Owner or Occupant, but not for any commercial use or purpose. Pet owners shall be responsible for cleaning up and removing any solid waste left by their pet within The Cottages at Whispering Hills Drive.

(u) **Nuisances and Unsightly Materials.** Each Unit Owner and Occupant shall refrain from any use or activity 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 Private Element. No unlicensed motorcycle, motorbike, motor scooter, golf cart or any other unlicensed motorized vehicle shall be permitted to be operated within the Property. No Unit or Private Element shall be used, in whole or in part, for the storage of rubbish of any character whatsoever; nor may any substance, thing, or material be kept upon any Unit or Private Element which emits foul or noxious odors or which cause any noise that will or might disturb the peace and quiet of the Unit Owners or Occupants of surrounding Units or Private Elements.

(v) **Hobbies and Activities.** The pursuit of any inherently dangerous activity or hobby, including, without limitation, the assembly and disassembly of motor vehicles or other mechanical devices, the shooting of firearms, fireworks, or pyrotechnic devices of any type or size, shall not be pursued or undertaken on any part of the Property without the express written consent of the Association.

(w) **Governmental Restrictions.** Each Unit 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 provisions of this Declaration, the more restrictive provision shall apply.

(x) **Yard Art, flags.** Statues, ornamental figures, ornamentation and any other yard art, regardless of size or color, may not be erected, placed or maintained on the exterior of any Unit or the Private Elements. Except for American flags of dimension three by five feet (3' x 5') or smaller which are flown in compliance with federal law, no flags may be flown or displayed on any Unit or the Private Elements.

19. **Remedies.** In the event of any violation of the provisions of the Act, this Declaration, the Bylaws or the rules and regulations of the Board or Association by any Unit Owner (either by the Unit Owner's own conduct or by the conduct of any other Occupant of or visitor to such Owner's Unit) the Association, or its successors or assigns, or the Board, or its agent, and any Unit Owner(s) shall have each and all of the rights and remedies which may be provided for in the Act, this Declaration, the Bylaws, or said rules and regulations, or which may be available at law or in equity,

and may prosecute an action or other proceeding 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, or the right to sell the Unit through judicial process as provided hereinbefore, or for any combination of remedies, or for any other relief. All expenses of the Association in connection with any such actions or proceedings, including court costs and reasonable attorneys' 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 such Owner's respective share of the common expenses, and the Board shall have a lien for all of the same, as well as for nonpayment of the Unit Owner's respective share of the common expenses, upon the Unit and ownership interest in the Association of such defaulting Unit Owner and upon all of such Owner's additions and improvements thereto and upon all of such Owner's personal property in such Owners Unit or located elsewhere on the Property. In the event of any such default by any Unit Owner, the Association may enter onto a Unit to cure the default, without liability to the Owner or Occupant for trespass or otherwise, and charge the cost of curing the default to the Owner and/or Occupant of the Unit, such costs being in the nature of and collectable as assessments hereunder. All rights and remedies of the Association are cumulative.

In addition to the other remedies provided for herein, the Board, without a vote of the membership of the Association, may adopt a system of reasonable fines which may be imposed by the Board for violations of the Declaration, the By-Laws and any rules and regulations of the Association including any architectural guidelines. All fines shall be deemed in the nature of assessments and collectible in the same manner allowed for collection of assessments hereunder.

20. **Amendments.** Except as specifically stated elsewhere herein, and except for this Section 21, any 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, that all lien holders of record which have expressly requested notice of amendments must be notified in writing 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 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 any other provision of this Section or the Declaration to the contrary, the Developer, in its sole discretion, shall have the unilateral right to make and record any amendment to this instrument or the Bylaws so long as Developer owns any portion of the Property.

21. **Notices.** Notices provided for in the Act, Declaration or Bylaws shall be in writing, and

shall be addressed if to a Unit Owner, to the address of such Owner's Unit, and if to the Association or Board, as the case may be, to the registered office, as set forth in Charter of the Association or to such other address as may be designated by the Association or Board from time to time, or at such other address as may be hereinafter provided. The Association or Board may designate a different address or addresses for notices to them, respectively, by giving written notice of such change of address to all Unit Owners. Any Unit Owner may designate a different address for notices by giving written notice to the Association. Notices addressed as above shall be deemed delivered when sent or delivered by any of the following means: First Class United States mail, registered mail, certified mail, hand-delivery in person with written acknowledgment of the receipt thereof or any other reasonably verifiable means of written or electronic communication.

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

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

23. **Rights and Obligations.** The acceptance of a deed of conveyance, devise or of a lease to a Unit, the entering into occupancy of any Unit or the use of any portion of the Common Elements shall constitute an agreement that the provisions of this Declaration, the Bylaws 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, Occupant or other person, and all 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 such Unit, as though such provisions were recited and stipulated at length in each and every deed, conveyance or lease thereof.

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

24. **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 transfers of the beneficial interest of any such trust or any transfer of title to such Unit

25. **Condemnation.** In the event of a taking in condemnation or by eminent domain of a part of the Common Elements, the award made for such taking shall be payable to the Board for and on behalf of the Association and all mortgagees affected. If a majority of the Board in their discretion, with written consent of a majority of the mortgagees affected, approve the repair and restoration of such Common Elements, the Board shall disburse the proceeds of such award to the contractors engaged in such repair and restoration in appropriate progress payments. In the event that the Board and the mortgagees do not approve the repair and commence restoration of such Common Elements within one hundred twenty (120) days after taking by the public or private authority, the Board shall disburse the net proceeds of such award on the basis of such Units percentage of membership in the Association to the Unit Owners and the mortgagees as their interests may appear.

26. **Rights Reserved.** The Unit Owners right of enjoyment in the property commonly owned by the Association as herein created shall be subject to:

(a) The right of the Association to suspend the membership rights of any Member for any period during which said Member (or the Member's family member, tenant, visitor or invitee) is in violation of any provision of this Declaration, the Bylaws or the rules and regulations of the Association. Membership rights subject to suspension include without limitation the right to vote, the right to hold an office or seat on the Board of Directors of the Association, and the right to use common amenities located on the Common Elements. At the Board's discretion, such suspension may be applied to the Member and to family members, visitors, tenants and invitees of the Member; and

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

(c) The right of the Association to diminish in any way or to dedicate or transfer all or any part of the Common Elements to any public agency or authority for such purposes and subject to such conditions as may be agreed to by the members entitled to vote thereon, provided that no such diminution, dedication or transfer, or determination as to the purposes or as to the conditions thereof, shall be effective unless the Developer (its successors or assigns) and members of the Association entitled to cast a majority of the total votes of members have been recorded, agreeing to such act, and further provided that so long as a membership in the association exists, if so required by applicable and effective federal law or regulations, dedication of the Common Elements must be approved by HUD/VA; and

(d) The right of the Association to grant such easements and rights-of-way to utility companies, public agencies or other persons or entities as the Association deems necessary for the proper servicing and maintenance of the Common Elements and the Units, or for the operation of the Association.

27. Provisions Relative to Mortgagee's Rights and to Federal Home Loan Mortgage. So long as required by the Federal Home Loan Mortgage Corporation ("FHLMC") or Federal

National Mortgage Association ("FNMA"), and subject to the Developer's rights stated above, the following provisions shall apply:

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

(b) Any first mortgagee or other transferee of a Unit who comes into possession of the Unit pursuant to the remedies provided in the deed of trust shall take the property free of any claims for unpaid assessments or charges against the mortgaged Unit, which accrue prior to the time such holder comes into possession of the Unit.

(c) Unless two thirds (2/3) of the first mortgagees (based upon one (1) vote for each mortgage owned), and Unit Owners (other than the Developer) of Units have given their prior written approval, the Association shall not be entitled to:

(i) Change the percentage interests of ownership of all or any Unit or Unit Owners.

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

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

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

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

(e) An adequate reserve fund for maintenance, repair, and replacement of Common Elements, which must be replaced on a periodic basis, will be established and funded by regular monthly payments rather than by special assessments. Each purchaser of a Unit, whether from Developer or in a subsequent resale, shall pay the Association at the closing of such sale a capital charge equal to twenty-five percent (25%) of the maximum annual assessment then in effect. Said initial capital charge may be used for operating expenses, capital improvements or other expenses of the Association as the Board, in its sole discretion, sees fit.

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

(g) No Unit Owner or any other party shall have priority over any rights of the first mortgagees of Units and/or Common Elements and the lien of any assessment is subordinate to the lien of any first mortgage on a Unit.

(h) Upon written request, the Association shall give to any mortgagee of a Unit, the FHLMC, FNMA, any lending institution servicing such mortgages as are acquired by the FHLMC or FNMA, or any insurer or guarantor of a mortgage or deed of trust on a Unit, timely notice in writing of any loss to or the taking of the Common Elements if such loss or taking exceeds $50,000.00, or of any other condemnation or casualty loss that affects either a material portion of the project or the Unit securing its mortgage, a lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Association, or any proposed action that requires the consent of a specified percentage of mortgagees. The Association may maintain and rely upon records of such persons and entities which have requested the information for a list of mortgagees to be notified hereby.

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

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

(k) The casualty and liability insurance and fidelity bond coverage required to be maintained by the Association shall meet the requirements specified in the Fannie Mae Selling Guide.

(l) Notwithstanding any other provision of this Declaration to the contrary, annexation of additional properties, dedication of common elements and amendment of the Declaration shall require HUD/VA approval so long as membership in the association exists.

DECLARED BY THE OWNERS:

Barry Allen Talley

Jennifer Poff Talley

STATE OF Arkansas
COUNTY OF White

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

WITNESS my hand and official seal this 17th day of September, 2022.

Commission Expires: 1-25-2026

Jo Allison Dennison
Notary Public

JO ALLISON DENNISON COMM. EXP. NOTARY PUBLIC 1-25-2026 WHITE COUNTY ARKANSAS

STATE OF
COUNTY OF

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

WITNESS my hand and official seal this 17th day of September, 2022.

Commission Expires: 1-25-2026

Jo Allison Dennison
Notary Public

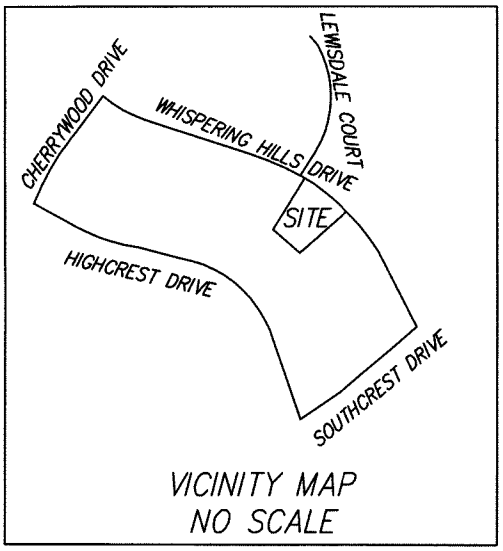
JO ALLISON DENNISON COMM. EXP. NOTARY PUBLIC 1-25-2026 WHITE COUNTY ARKANSAS

EXHIBIT A
Property Subjected to the Terms of the Declaration

Land in Davidson County, Tennessee, being Lot No. 113 on the Plan of Whispering Hills, Section I of record in Plat Book 2331, Pages 82, 83 and 84, in the Register's Office for Davidson County, Tennessee, to which Plan reference is hereby made for a more complete description of the property.

Being the same property conveyed Jennifer Poff Talley and Barry Allen Talley, wife and husband, by Warranty Deed, from Joshua Hitson and Mary Hitson, husband and wife, of record as Instrument No. 20210609-0077101, Register's Office for Davidson County, Tennessee.

EXHIBIT "B"



VICINITY MAP
NO SCALE

1. THIS SURVEY IS NOT A GENERAL PROPERTY SURVEY AS DEFINED UNDER RULE 0820-3-07.
2. NO PORTION OF THIS PROPERTY IS IN A FLOOD HAZARD AREA AS SHOWN ON F.E.M.A. FLOOD INSURANCE RATE MAP NUMBER 47037 C 0378 H, EFFECTIVE DATE APRIL 05, 2017.
3. NUMBERS SHOWN THUS (210.00) REFER TO PARCEL NUMBERS ON TAX MAP 147-15 IN THE DAVIDSON COUNTY REGISTERS OFFICE.
4. BEARINGS ARE REFERENCED TO A GPS SURVEY BY JESSE E. WALKER, RLS DATED APRIL 06, 2021 AND THE PLAT OF RECORD IN INSTRUMENT: 20220808-0090257, IN THE REGISTERS OFFICE OF DAVIDSON COUNTY TENNESSEE.

STATE PLANE COORDINATES
N: 630569.48
E: 1754344.40
NAD 83

LEGEND

- LIMITED COMMON ELEMENTS
- PRIVATE ELEMENTS
- COMMON ELEMENT DRIVEWAY

CURVE TABLE					
CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA ANGLE
C1	572.00'	53.29'	53.27'	S56°11'39"E	005°20'16"
C2	572.00'	36.71'	36.71'	S51°41'11"E	003°40'39"

O.I.C. 532 HIGHCREST DRIVE TOWNHOMES
MAP 147-15, PARCEL 136.00
LOT 70 SECTION 1 WHISPERING HILLS
PLAT BOOK 2331, PAGES 82-84
INSTRUMENT: 20151012-0103742

FESTO B. CRISPO AND DIKO P. CORNELIUS
MAP 147-15, PARCEL 135.00
LOT 72 SECTION 1 WHISPERING HILLS
PLAT BOOK 2331, PAGES 82-84
INSTRUMENT: 20020515-0059655

0 40 80

1 INCH = 40 FEET
SCALE

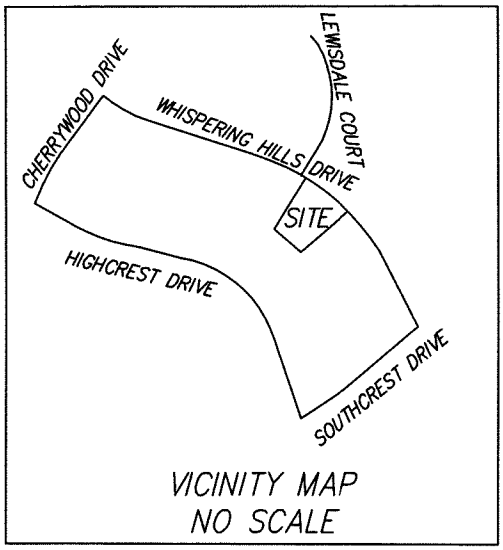
EXHIBIT "B"

HORIZONTAL PROPERTY REGIME
COTTAGES AT WHISPERING HILLS DRIVE
TAX MAP 147-15, PARCEL (210.00)
FOR BARRY AND JENNIFER TALLEY

JESSE WALKER ENGINEERING
Professional Survey & Engineering Services
P.O.Box 210456, Nashville, TN 37221-0456
Phone: (615) 646-8228 Fax: (615) 646-8828
Website: www.jesse-walker.com

DRAWING #: 21121HPR
DATE: 09-07-2022
JOB #: 21121

EXHIBIT "B"



VICINITY MAP
NO SCALE

NAD 83

CURVE TABLE					
CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA ANGLE
C1	572.00'	34.82'	34.81'	S48°06'14"E	003°29'16"
C2	572.00'	55.18'	55.16'	S43°35'47"E	005°31'39"

LEGEND
- LIMITED COMMON ELEMENTS
- PRIVATE ELEMENTS
- COMMON ELEMENT DRIVEWAY

1. THIS SURVEY IS NOT A GENERAL PROPERTY SURVEY AS DEFINED UNDER RULE 0820-3-07.
2. NO PORTION OF THIS PROPERTY IS IN A FLOOD HAZARD AREA AS SHOWN ON F.E.M.A. FLOOD INSURANCE RATE MAP NUMBER 47037 C 0378 H, EFFECTIVE DATE APRIL 05, 2017.
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535
TALLEY
MAP 147-15, PARCEL 210.00
LOT 1 OF RESUBDIVISION OF LOT 113
WHISPERING HILLS, SECTION 1
INSTRUMENT: 20220808-0090257
INSTRUMENT: 20210609-0077101

WHISPERING HILLS DRIVE (60' ROW)

MAP 147-15, PARCEL 211.00

UNIT B
533B WHISPERING HILLS DRIVE
7,539 SQUARE FEET
0.1730 ACRES

UNIT A
533A WHISPERING HILLS DRIVE
8,016 SQUARE FEET
0.1840 ACRES

UNIT B TOTAL COVERED AREA 2,604 SQ. FT. ROOF 1,920 SQ.FT.
UNIT A TOTAL COVERED AREA 2,534 SQ. FT. ROOF 1,850 SQ.FT.

20' PUDE
6' SHARED ACCESS EASEMENT
5' EASEMENT
75' MBSL (BY PLAT)
69.4' CSB
5' MBSL
20' MBSL
10' PUDE

STATE PLANE COORDINATES
N: 630628.37
E: 1754590.93
NAD83

529
IRVING
MAP 147-15, PARCEL 131.00
LOT 115 SECTION 1 WHISPERING HILLS
PLAT BOOK 2331, PAGES 82-84
INSTRUMENT: 20170530-0053225

O.I.C. 532 HIGHCREST DRIVE TOWNHOMES
MAP 147-15, PARCEL 136.00
LOT 70 SECTION 1 WHISPERING HILLS
PLAT BOOK 2331, PAGES 82-84
INSTRUMENT: 20151012-0103742

FESTO B. CRISPO AND DIKO P. CORNELIUS
MAP 147-15, PARCEL 135.00
LOT 72 SECTION 1 WHISPERING HILLS
PLAT BOOK 2331, PAGES 82-84
INSTRUMENT: 20020515-0059655

0 40 80
1 INCH = 40 FEET
SCALE

EXHIBIT "B"

HORIZONTAL PROPERTY REGIME
COTTAGES AT WHISPERING HILLS DRIVE
TAX MAP 147-15, PARCEL (211.00)
FOR BARRY AND JENNIFER TALLEY

JESSE WALKER ENGINEERING
Professional Survey & Engineering Services
P.O.Box 210456, Nashville, TN 37221-0456
Phone: (615) 646-8228 Fax: (615) 646-8828
Website: www.jesse-walker.com

DRAWING #: 21121HPR
DATE: 09-07-2022
JOB #: 21121

EXHIBIT C

BYLAWS
OF
THE COTTAGES at WHISPERING HILLS DRIVE
OWNERS ASSOCIATION, INC

ARTICLE 1: DEFINITIONS

The words defined in the Declaration of Covenants, Conditions and Restrictions for The Cottages at Whispering Hills Drive recorded in the Register's Office for Davidson County, Tennessee (hereinafter referred to as the "Declaration"), shall have the same meaning in these Corporate Bylaws.

ARTICLE 2: OFFICES

2.01. Registered Office. The initial registered agent of the corporation is Russell J. McCann, and the address for service shall be 1804 Williamson Court, Suite 201, Brentwood, TN 37027.

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 3: MEMBERS AND MEMBERSHIP PRIVILEGES

3.01. Membership. The Developer shall be a Member of the corporation for so long as the Developer owns any part of the Property. Each Unit Owner shall be a Member of the corporation and no other person or entity shall automatically be entitled to membership. The Developer reserves the right to afford membership privileges in the form of access to the common amenities to owners of other developments of Developer in the vicinity of that certain residential real estate development known as The Cottages at Whispering Hills Drive in consideration of the payment of fees equal to the Assessments payable by a Unit Owner or as specified in the Declaration. No person entitled to membership privileges shall be entitled to vote in the Association and shall not be considered a "Member" for any other purpose. No Member shall be required to pay any consideration whatsoever solely for his membership in the corporation.

ARTICLE 4: MEETINGS OF MEMBERS

4.01. Place of Meetings. Meetings of the Members of the corporation may be held at a place to be determined by the Board of Directors within Davidson County, Tennessee or a contiguous county. Meetings may also be held by electronic means such as "Zoom" or "Microsoft Meetings".

4.02. Annual Meeting. The first regular annual meeting of the Members may be held, subject to the terms hereof, on any date, at the option of the Board of Directors; provided, however, if necessary to comply with federal regulations, that the first meeting may be held no later than the earlier of the following events: (a) four months after all of the Units have been sold by the Developer; or (b) five years following conveyance of the first Unit by the Developer. Thereafter, an annual meeting of the

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Members of the corporation shall be held each year at a date, time and place specified in a written notice from the Board of Directors to the Members. At such annual meetings, the Members shall elect a Board of Directors, and shall transact such other business as may properly be brought before the meeting.

4.03. Special Meeting. Special meetings of the Members, for any purpose or purposes, may be called by the president, the Board of Directors, or by Members having not less than twenty-five (25%) percent of the total percentage values of those votes entitled to be cast at such meeting. Business transacted at any special meeting shall be confined to the subjects stated in the notice of such meeting.

4.04. Notice. Written or printed notice stating 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, shall be delivered not less than fifteen (15) nor more than sixty (60) days before the date of the meeting, either personally or by mail, by or at the direction of the president, the secretary, or the officer or person calling the meeting, to each Member of the corporation entitled to vote at such meeting. Notice may be waived by unanimous vote of the Members.

4.05 Quorum. The presence in person or by proxy of seventy-five percent (75%) of the Members entitled to cast votes at a meeting of the Members shall constitute a quorum at all meetings of the Members for the transaction of business. If a quorum is not present, the Members entitled to vote shall have the power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present or represented. At such adjourned meeting at which a quorum is present or represented, any business may be transacted which might have been transacted at the meeting as originally notified.

4.06. Majority Vote; Withdrawal of Quorum. When a quorum is present at any meeting, the vote of the holders of more than fifty per cent (50%) of the percentage 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 upon which by express provision of the Declaration, the Charter of the corporation or these Bylaws, 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.

4.07. Method of Voting; Proxies. Each Member shall be entitled to a vote for each Unit owned by such Member. No Member, other than the Developer, shall be entitled to vote at any meeting of the corporation until such Member has presented evidence of ownership of a Unit in The Cottages at Whispering Hills Drive to the corporation, if such evidence is demanded, the sufficiency of which shall be determined by the members of the Board present at the meeting. 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 months prior to such meeting. Such proxy shall be filed with the secretary of the corporation prior to or at the time of the 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 the 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

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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.

ARTICLE 5: DIRECTORS

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 not by statute, the Declaration, the Charter, or these Bylaws, directed or required to be exercised or done by the Members. Without limitation, the powers of the Board include the following: (a) the power to adopt reasonable rules and regulations governing the residents, visitors and property within The Cottages at Whispering Hills Drive; (b) the power to adopt a system of fines for violation of the governing documents; and (c) the power to tow vehicles within The Cottages at Whispering Hills Drive which are parked or otherwise in violation of the Declaration or any rule properly adopted by the Board.

5.02. Number; Qualifications; Election; Term. The Board of Directors shall consist of the Unit Owners, provided, however, each Unit shall be entitled to only one (1) vote. There are no elected officers or terms of office. Each Member shall serve with equal authority and titles shall be for convenience only.

5.03. Place of Meetings. The Directors of the corporation shall hold their meetings within Davidson County, Tennessee or a contiguous county.

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

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

5.06. Regular Meetings. Regular meetings of the Board of Directors may be called by any Member with required Notice, 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 Bylaws, neither the business to be transacted at, nor the purpose of, any special meeting need be specified in a notice or waiver of notice.

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.

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5.08. 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 Cottages at Whispering Hills Drive as the Board of Directors shall authorize, and the Board of Directors may delegate to such management agent such duties of Officers and such duties with respect to management, repair and maintenance of The Cottages at Whispering Hills Drive development which are not by statute, the Declaration, the Charter or these Bylaws, required to be performed by, or have the approval of, the Board of Directors or the Members of the corporation.

5.09. Communication Outside of Meetings. The Board of Directors may communicate with each other in person, by e-mail or other electronic form of communication. If any decision is reached or resolution adopted by the Board outside of a face-to-face meeting of the Board, such decision or resolution shall be reduced to writing and ratified by the Board at the next face-to-face meeting of the Board.

ARTICLE 6: NOTICES

6.01. Method. Whenever notice is required to be given to any Director or Member, and no provision is made as to how such notice shall be given, it shall not be construed to mean personal notice, but any such notice may be given in writing, by mail, postage prepaid, addressed to such Director or Member at such address as appears on the records of the corporation. Any notice required or permitted to be given by mail shall be deemed to be given at the time when the same is deposited in the United States mail.

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 stated in such notice, shall be deemed equivalent to the giving of such notice.

ARTICLE 7: OFFICERS

7.01. Number; Titles. The officers of the corporation 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. Any two (2) or more offices may be held by the same person except for the offices of president and secretary.

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

7.03. Other Officers and Agents. The Board of Directors may appoint such other officers and may delegate responsibilities and authority to such agents as it shall deem necessary, who shall be appointed or designated 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. No Director or Officer or Member shall receive a salary for its services on the Board.

7.05. Term of Office; Removal. Each officer of the corporation shall hold office until the annual meeting of the Board of Directors next following his election and thereafter until his successor is chosen and qualified in his stead or until his death or until his 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, but such removal shall be without prejudice to the contract rights, if any, of the person so removed. If the 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 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 (or an agent to whom the Board has delegated some or all responsibility of 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. 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 the President, under whose supervision the Secretary shall be.

7.08. Treasurer. The treasurer (or an agent to whom the Board has delegated some or all responsibility of the Treasurer) shall have the custody of the corporate 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 credit of the corporation in such depositories as may be designated by the Board of Directors. The Treasurer shall disburse the funds of the corporation as may be ordered by the Board of Directors, taking proper vouchers for such disbursements, shall render to the President and Directors, at the regular meetings 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 of Treasurer, and for the restoration to the corporation, in case of the Treasurer's death, resignation, retirement, or removal from office, of all books, papers, vouchers, money and other property of whatever kind in his possession or under the Treasurer's control belonging to the corporation.

ARTICLE 8: MISCELLANEOUS PROVISIONS

8.01. Reserves. The Board of Directors may create such reserve or reserves as the Directors from time to time, in their discretion, think proper to provide for annual fees, and contingencies, and to repair or maintain any portion of The Cottages at Whispering Hills Drive or for such other purposes

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as the Directors shall think beneficial to the corporation.

8.02. Accounts. All checks or demands for money and notes of the corporation drawn on accounts titled in the corporation shall be signed by such officer or officers or such other person or persons as the Board of Directors may from time to time designate. The Members may elect to operate without a corporate account; in which case the Members shall reimburse directly the Member who agrees to make payments on behalf of the Association. That Member who makes payment on behalf of the Association shall have all the same rights of the Association to make a lien upon a Unit in amount equal to the reimbursement due plus all reasonable costs of collection, including attorneys' fees and court costs.

8.03. Fiscal Year. The fiscal year of the corporation shall be the calendar year unless otherwise fixed by resolution of the Board of Directors.

8.04. Seal. The corporate seal, if any, shall be in such form as may be determined by the Board of Directors.

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 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 other rights to which such Director, officer, or employee may be entitled by law or under bylaw, agreement, vote of Members or otherwise.

8.06. Inconsistencies. In the event these Bylaws shall be inconsistent with the Declaration, then the Declaration shall be controlling.

8.07. Amendment of Bylaws. These bylaws may not be altered, amended or repealed except by the unanimous vote of the 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 bylaws have been inserted for administrative convenience only and do not constitute matter to be construed in interpretation.

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8.09. Care and Upkeep; Collection of Common Expenses; Personnel; Changes to Administration of the Development. The following shall all be governed and determined (as the case may be) in accordance with the terms of the Declaration: (1) care, upkeep and surveillance of The Cottages at Whispering Hills Drive, the Units therein and the Common Elements thereon; (2) the manner of collecting assessments for payment of the Common Expenses; and (3) the designation and dismissal of a property manager and other such personnel as are necessary for the administration of The Cottages at Whispering Hills Drive.

8.10. Rules and Regulations; Fines. The Board of Directors, in representation of the Owners, may adopt reasonable rules and regulations governing the use and occupancy of the Common Area and the Lots. Such rules and regulations shall become effective upon publication to Owners and residents by any reasonable means including distribution by mail, or email, posting on the Association's website and/or recordation with the Davidson County Register of Deeds. The Board of Directors shall also have the authority to levy fines against Owners and residents of The Cottages at Whispering Hills Drive for violations of the rules and regulations, the Declaration or these Bylaws. Fines shall be in amounts to be reasonably determined by the Board of Directors, in its sole discretion. The Board of Directors may adopt and amend from time to time a schedule of fines which shall be published to Owners and residents by any reasonable means.

CERTIFICATION

I hereby certify that the foregoing Bylaws were adopted by The Cottages at Whispering Hills Drive, Owners Association, Inc. on the 17th day of September 2022.

Russell J. McCann

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EXHIBIT D

ATTORNEY'S CERTIFICATE OF COMPLIANCE

This document is intended to serve as the attorney's opinion which is required under the provisions of Tennessee Code Annotated, Section 66-27-103. The undersigned, Russell J. McCann, an attorney licensed to practice law in the state of Tennessee, hereby declares that the Master Deed attached hereto, does satisfy the requirements of the applicable parts of Tennessee Code Annotated, Title 66, Chapter 27, Sections 101-123, known as the "Horizontal Property Act" (the "Act').

Witness my hand this 4th day of November, 2022.

Russell J. McCann

STATE OF TENNESSEE
COUNTY OF WILLIAMSON

Personally appeared before me, the undersigned, a Notary Public in and for said county and state, Russell J. McCann, Attorney at Law, with whom I am personally acquainted (or who proved to me his identity on the basis of satisfactory evidence), and who, upon oath, acknowledged that he executed the within instrument for the purposes therein contained.

Witness my hand, at office, this 4th day of November, 2022.

My Commission Expires: _____

Notary Public

ALICIA R. HAMILTON
TENNESSEE NOTARY PUBLIC
My Comm Exp. 06/21/25
COUNTY OF WILLIAMSON

Certificate of Authenticity

I, Russell T. McCann, 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 11/4/22.

Date

Affiant Signature

11/4/22

Date

State of TN

County of Williamson

Sworn to and subscribed before me this 4th day of Nov, 2022.

Notary's Signature

My Commission Expires: _____

Date

Notary's Seal (if on paper)

ALICIA R. HAMILTON
TENNESSEE NOTARY PUBLIC
My Comm Exp. 06/21/25
COUNTY OF WILLIAMSON