This instrument was prepared by:
Sidwell & Barrett, P.C.
121 1st Avenue South, Suite 200
Franklin, TN 37064

Karen Johnson Davidson County
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MASTER DEED AND DECLARATION OF COVENANTS FOR 3107 BELWOOD CONDOMINIUMS

THIS MASTER DEED AND DECLARATION OF COVENANTS (this "Declaration") for 3107 Belwood Condominiums is made effective the 6th day of December, 2022, by Richland Building Partners, LLC, a Tennessee limited liability company (hereinafter referred to as "Declarant").

W I T N E S S E T H:

WHEREAS, Declarant is the owner in fee simple of certain real property located in Davidson County, Tennessee, and more particularly described **Exhibit "A"** attached hereto (hereinafter referred to as the "Property");

WHEREAS, Declarant desires to develop the Property as a condominium containing residential units with common facilities and common elements for the benefit of the said community (the "Condominium");

WHEREAS, Declarant desires to submit the Property, and the improvements constructed thereon, to a horizontal property regime of ownership and use, in the manner provided under the provisions of Tennessee Code Annotated, Section 66-27-201, et seq., as amended, known as the "Tennessee Condominium Act of 2008", which may hereinafter be referred to as the "Act";

WHEREAS, Declarant further desires to establish for its own benefit, and for the mutual benefit of all future owners or occupants of the Condominium, or any part thereof and any additions thereto, certain rights, easements and privileges in, over and upon the said premises, and certain mutually beneficial restrictions and obligations with respect to the proper use, conduct and, maintenance thereof, for the purpose of enhancing and perfecting the value, desirability and attractiveness of the Condominium, or any part thereof and any additions thereto, and the single family residential community to be developed thereon;

WHEREAS, as part of the general plan of improvement of the Property, Declarant desires to create an Association (as defined herein) to manage the Condominium; and

WHEREAS, the Condominium is and shall be subject to the terms of a Service Agreement between 207 Fairground Street Condominium and 207 Fairground Street Duplex which shall provide for the maintenance of certain access and drainage easements that affect the Property. The Service Agreement shall be recorded simultaneously with this Master Deed.

NOW, THEREFORE, for the purposes set forth above, Declarant hereby declares as

follows:

ARTICLE 1

DEFINITIONS

Section 1.1. Submission of Property. Declarant, a Tennessee limited liability company, with an address of 4012 Hillsboro Pike, Suite 9, Nashville, TN 37215, owner in fee simple of the real estate described in **Exhibit "A"**, located within the County of Davidson, and State of Tennessee, hereby submits such real estate, including all improvements, easements, rights and appurtenances thereunto belonging to the provisions of Tenn. Code Ann. §66-27-201, et. seq., known as the Tennessee Condominium Act, and hereby creates with respect to said real estate a condominium to be known as "3107 Belwood Condominiums".

Section 1.2. Definitions. As used in the Condominium Documents, the following words and phrases shall have the following meanings:

a. "Allocated Interests" means the undivided interest in the Common Elements and Common Expense liability, and votes in the Association, allocated to Units in the Condominium. The Allocated Interests are described in Article 7 of this Declaration and shown on **Exhibit "C"**.

b. "Association" means "3107 Belwood Condominiums Homeowners' Association, Inc.", a non-profit corporation organized under Tennessee state law whose Charter is filed herein and attached hereto as **Exhibit "D"** and incorporated herein by reference.

c. "Board" means the Board of Directors elected pursuant to the By Laws of the Association.

d. "Bylaws" means the Bylaws of the Association, as they may be amended from time to time. The Bylaws of the Association are attached hereto as **Exhibit "E"**.

e. "Common Elements" means all portions of the Condominium other than the Units.

f. "Common Expenses" means the expenses or financial liabilities for the operation of the Condominium. These include:

(i) expenses of administration, maintenance, repair or replacement of the Common Elements;

(ii) expenses declared to be Common Expenses by the Condominium Documents or by the Act;

(iii) expenses agreed upon as Common Expenses by the Association;

(iv) management Fees; and

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(v) such reasonable reserves as may be established by the Association, whether held in trust or by the Association, for repair, replacement or addition to the Common Elements or any other real or personal property acquired or held by the Association.

g. "Condominium" means the improvements located on the real property described in **Exhibit "A"**.

h. "Condominium Documents" means this Declaration, the attached Plats and Plans recorded and filed pursuant to the provisions of the Condominium Act, the Bylaws, and the Rules and Regulations as they may be amended from time to time. Any exhibit, schedule, or certification accompanying a Condominium Document is a part of that Condominium Document.

i. "Declarant" and "Developer" means Richland Building Partners, LLC, a Tennessee limited liability company, or its successors and assigns.

j. "Declaration" shall refer to this Master Deed and Declaration.

k. "Development Rights" or "Declarant Rights" means any rights reserved by the Declarant under Article 6 of the Declaration to create Units, Common Elements, and Limited Common Elements within the Condominium and to withdraw real estate from the Condominium.

l. "Director" means a member of the Board of Directors.

m. "Eligible Mortgagee" means an institutional lender holding a first mortgage or first deed of trust ("First Mortgage") encumbering a Unit that has notified the Association in writing of its status, stating both its name and address and the Unit number or address of the Unit its First Mortgage encumbers, and has requested all rights under the Condominium Documents.

n. "Improvements" means any construction, structure, fixture or facilities existing or to be constructed on the land included in the Condominium, including but not limited to, buildings, trees and shrubbery planted by the Declarant or the Association, paving, utility lines, pipes, and light poles.

o. "Limited Common Elements" means the portion of the Common Elements allocated for the exclusive use of one or more but fewer than all of the Units by the Declaration or by operation of Tenn. Code Ann. §66-27-201. The Limited Common Elements in the Condominium are described in Article 3 of this Declaration.

p. "Majority or Majority of Unit Owners" means the owners of more than fifty percent (50%) of the votes in the Association.

q. "Manager" means a person, firm or corporation employed or engaged to perform management services for the Condominium and the Association.

r. "Notice and Comment" means the right of a Unit Owner to receive notice of an action proposed to be taken by or on behalf of the Association, and the right to comment thereon. The procedures for Notice and Comment are set forth in Section 22.1 of this Declaration.

s. "Notice and Hearing" means the right of a Unit Owner to receive notice of an action proposed to be taken by the Association, and the right to be heard thereon. The procedures for Notice and Hearing are set forth in Section 22.2 of this Declaration.

t. "Person" means an individual, corporation, business trust, estate, trust, partnership, association, joint venture, government, government subdivision or agency, or other legal or commercial entity.

u. "Plats and Plans" means the Plats and Plans for the development attached as **Exhibit "B"** and any other plats of record for 3107 Belwood Condominiums in the Register's Office of Davidson County, Tennessee.

v. "Property" means the land, all Improvements, easements, rights and appurtenances, which have been submitted to the provisions of the Tennessee Condominium Act by this Master Deed and Declaration.

w. "Rules and Regulations" means Rules and Regulations for the use of Units and Common Elements and for the conduct of persons within the Condominium, adopted by the Executive Board pursuant to this Declaration.

x. "Security Interest" means an interest in real estate or personal property, created by contract or conveyance which secures payment or performance of an obligation. The term includes a lien created by a mortgage, deed of trust, contract for deed, land sales contract, lease intended as security, assignment of lease or rents intended as security, pledge of an ownership interest in an Association, and any other consensual lien or title retention contract intended as security for an obligation.

y. "Trustee" means the entity which may be designated by the Executive Board as the Trustee for the receipt, administration, and disbursement of funds derived from insured losses, condemnation awards, special assessments for uninsured losses, and other like sources as defined in the Bylaws. If no Trustee has been designated, the Trustee will be the Executive Board from time to time constituted, acting by majority vote, as executed by the president and attested by the secretary.

z. "Unit" means a physical portion of the Condominium designated for separate ownership or occupancy, the boundaries of which are described in Section 2.2 of this Declaration. The Units are designated and identified on **Exhibit B** which is attached hereto and incorporated herein by reference.

aa. "Unit Owner" means the Declarant or other Person who owns a Unit. Unit Owner does not include a Person having an interest in a Unit solely as security for an obligation. The Declarant is the initial owner of any Unit created by this Declaration.

ARTICLE 2

CREATION OF UNITS, MAXIMUM NUMBER OF UNITS; BOUNDARIES

Section 2.1. Creation of Units; Plat.

a. The Units: The Property is hereby divided into fee simple estates composed of separately designated Units, being each of the Units and each Unit's undivided interest in and to the Common Elements which shall be appurtenant to each such Unit. Together, the Improvements in each Units have been, or shall be, constructed as to contain, among other things, a unified structure. Nonetheless, each Unit, together with such Unit's undivided interests in the Common Elements is for all purposes a separate parcel of and estate in real property. The separate parcels of and estates in real property designated hereby shall be created on the date of filing of this Master Deed in the real property records of Davidson County, Tennessee, and shall continue until this Master Deed is revoked or terminated in the manner provided in this Master Deed.

b. The Plat: The Plat sets forth the following: (i) the name and a general description and diagrammatic plan of the condominium; (ii) the location and dimension of all real property subject to the Development Rights; (iii) all major Improvements, including each Unit, showing its location within its respective Building and floor(s); and (v) such other information as is desirable or required pursuant to the Tennessee Condominium Act. The measurements set forth on the plat as to each Unit are approximate values taken from the plans and specifications for the Property and may not be precisely accurate as to any Unit due to variances in construction and interior floor plans. NEITHER DECLARANT NOR ANY OWNER SHALL BE LIABLE TO ANY OTHER OWNER AS A RESULT OF ANY DISCREPANCIES IN ACTUAL UNIT MEASUREMENTS FROM THOSE SET FORTH ON THE PLAT OR IN ANY CONDOMINIUM PURCHASE CONTRACT TO WHICH DECLARANT OR ANY OWNER IS OR WAS A PARTY, AND EACH OWNER, BY ACCEPTING A DEED TO A UNIT, WAIVES ANY SUCH CLAIM OR CAUSE OF ACTION.

c. Maximum Number of Units: The Condominium will contain seven (7) Units.

Section 2.2. Boundaries. Boundaries of each Unit created by this Declaration are shown on the Plats and Plans and are described as follows:

a. Upper Boundaries: The horizontal or sloping plane or planes of the unfinished lower surfaces of the ceiling bearing structure surfaces, beams, and rafters and the unfinished inner surfaces at sky lights, extended to an intersection with the vertical perimeter boundaries.

b. Lower Boundary: The horizontal plane or planes of the undecorated or unfinished upper surfaces of the floors extended to an intersection with the vertical perimeter boundaries and open, horizontal, unfinished surfaces of trim, sills and structural components.

c. Vertical Perimeter Boundary: The planes defined by the inner surfaces of the studs and framing of the perimeter walls; the unfinished inner surfaces of the masonry walls; the unfinished surfaces of the interior trim and thresholds along perimeter walls and floors; the unfinished inner surfaces of closed windows and closed perimeter doors; and the innermost unfinished planes of all interior bearing studs and framing of bearing walls, columns, bearing partitions, and partition walls between separate Units.

d. Inclusions: Each Unit will include the spaces and Improvements lying within the boundaries described in Subsections 2.2a, b, and c, above, and will also include the spaces and Improvements within such spaces containing any space heating, water heating and air conditioning apparatus, smoke detector systems and all electrical switches, wiring, pipes, ducts, conduits, smoke detector systems and television, telephone, and electrical receptacles and light fixtures and boxes serving that Unit exclusively, the surface of the foregoing being the boundaries of such Unit, whether or not such spaces are contiguous.

e. Exclusions: Except when specifically included by other provisions of Section 2.2, the following are excluded from each Unit: The spaces and Improvements lying outside of the boundaries described in Subsections 2.2a, b, and c, above; and all chutes, pipes, flues, ducts, wires, conduits, and other facilities running through or within any interior wall or partition for the purpose of finishing utility and similar services to other Units and Common Elements or both.

f. Non-Contiguous Portions: Certain Units may include special portions, pieces or equipment such as air conditioning compressors, meter boxes, utility connection structures that are detached or semidetached from the building containing the principal occupied portion of the Units. Such special equipment and storage portions are a part of the Unit notwithstanding their non-contiguity.

g. Inconsistency with Plats and Plans: If this definition is inconsistent with the Plats and Plans, then the Plats and Plans shall control.

h. Units are designated by building number and as identified on the Plats and Plans.

i. The Declarant reserves the right to alter the boundaries between Units so long as the Declarant owns the Units so altered. Any such change shall be reflected by an amendment to the Declaration which may be executed by the Declarant alone. Notwithstanding this procedure, no such change shall increase the number of Units nor alter the boundaries of the Common Elements without amendment of this Declaration in the manner described in Article 13. The interior design and arrangement of any Unit may be changed without amending this Declaration.

j. Annexed hereto and made a part hereof as **Exhibit "B"** is a list of all Units. The Unit designation, location, area, Common Elements and Limited Common Elements are shown on the plat for the development.

ARTICLE 3

LIMITED COMMON ELEMENTS

The following portions of the Common Elements are Limited Common Elements assigned to the Units as stated:

a. If a chute, flue, pipe, duct, wire, conduit, bearing wall, bearing column, skylight or other fixture lies partially within and partially outside the designated boundaries of a Unit, the portion serving only the Unit is a Limited Common Element, allocated solely to the Unit, the use of which is limited to that Unit, and any portion thereof serving more than one Unit or a portion of the Common Elements is a part of the Common Elements.

b. Any shutters, doorsteps, porches, terraces, and each exterior door and window or other fixture designed to serve a single Unit that is located outside of the boundaries of the Unit, are Limited Common Elements allocated exclusively to the Unit and their use is limited to that Unit.

c. Stoops and steps at the entrances to a building, which provide access to less than all Units, the use of which is limited to the Units to which they provide access.

d. Utility areas, the use of which is limited to the Unit or Units as shown on the Plats and Plans, if any.

e. Storm windows and storm doors, if any, will be Limited Common Elements of the Unit which they serve.

f. Exterior doors and windows will be Limited Common Elements allocated to the Units sheltered.

g. Nameplates and exterior lighting affixed to the building will be Limited Common Elements allocated to the Unit served.

ARTICLE 4

MAINTENANCE, REPAIR, REPLACEMENT, AND WATER UTILITIES

Section 4.1. Common Elements and Maintenance by the Association. The Association will maintain, repair and replace all of the Common Elements, except the portions of the Limited Common Elements which are specifically required by this Declaration to be maintained, repaired or replaced by the Unit Owners. The Association's duties for the Common Elements shall include, but not be limited to the following:

a. Maintenance of the lawn and landscaping of the Common Elements;

b. Maintenance of the parking lots and lighting in the Common Elements;

c. Engaging a private Garbage/Waste Disposal company to facilitate the removal of any and all garbage/trash or waste accumulated by the Unit Owners.

d. Maintaining liability insurance and property casualty insurance on the Common Elements;

e. Maintaining property casualty insurance on the Units (Owners are required to maintain their own insurance on the Owner's personal property and the contents of the Units if Owners desire the same);

f. Payment of fees to professionals in regards services provided to the Association such as accountants and attorneys;

g. Maintenance of the elevators and exterior of the Units, including roofs; and

h. Maintaining reserve balances for future expenses.

Section 4.2. Units. Each Unit Owner shall maintain, repair and replace, at his or her own expense, all portions of his or her Unit, except the portions thereof to be maintained, repaired or replaced by the Association.

Section 4.3. Limited Common Elements and HVAC. Unit Owners shall be responsible for the maintenance, repair and replacement of all HVAC equipment serving the Unit Owner's respective Unit and the concrete pad upon which any HVAC unit is placed to serve the Unit Owner's respective Unit.

Common Expenses associated with the maintenance, repair or replacement of components and elements attached to, planted on or a part of exterior doors, windows and skylights, will be assessed against the Unit or Units to which the Limited Common Element is assigned. No additional component or element may be attached without consent of the Executive Board.

If any such Limited Common Element serves more than one Unit, the Common Expenses attributable to the Limited Common Element will be assessed equally among the Units which it serves.

Common Expenses associated with the cleaning, maintenance, repair or replacement of all other Limited Common Elements will be assessed against all Units in accordance with Section 7.2.b.

Each Unit Owner shall be responsible for removing all snow, leaves, and debris from all doorsteps and stoops to his Unit.

Section 4.4. Access. Any Person authorized by the Executive Board shall have the right of access to all portions of the Property for the purpose of correcting any condition threatening a Unit or the Common Elements, and for the purpose of performing installations, alterations or repairs, and for the purpose of reading, repairing, replacing utility meters and related pipes, valves, wires, and equipment provided that such requests for entry are made in advance and that any such entry is at a time reasonably convenient to the affected Unit Owner. In case of an emergency, no such request or notice is required and such right of entry shall be immediate, whether or not the Unit Owner is present at the time.

Section 4.5. Repairs Resulting from Negligence. Each Unit Owner will reimburse the Association for any damages to any other Unit, to the Common Elements or to the Limited Common Elements caused intentionally, negligently or by his or her failure to properly maintain, repair or make replacements to his or her Unit. The Association will be responsible for damage to Units caused intentionally, negligently or by its failure to maintain, repair or make replacements to the Common Elements. If such expense is caused by misconduct, it will be assessed following Notice and Hearing.

Section 4.6. Ability to Assess Individual Unit(s). In the event a repair is necessary to a common element or limited common element, the association shall make said repair. If the item needing repair creates or causes damage to its or other units, the association has the right to assess the unit owner for the repair. If it is covered by insurance, the association may assess the deductible to the individual owning the unit which caused the damage or the need for repair.

Section 4.7 Water. Each Units will have a separate water meter. Owners will be responsible to pay for the water used on their separate meter.

ARTICLE 5

PARKING

The Parking Lot shall be considered a Common Element for use by all Unit Owners. Notwithstanding the preceding sentence, Unit E shall be specifically allocated two (2) parking spaces and said spaces shall be identified as Unit E parking only. Unit owners, and their guests and invitees, may not utilize the parking lots assigned to any Unit owner. Despite the parking spaces being assigned to Unit E, the parking lot shall be treated as a Common Element for maintenance purposes and the Association shall be required to maintain the same.

ARTICLE 6

DECLARANT DEVELOPMENT RIGHTS

Section 6.1. Development Rights. Declarant shall have and hereby reserves any and all

development rights with respect to all of the Property, including without limitation the right to construct and complete, or cause to be constructed and completed, the Property and the right to create Units and Common Elements, including Limited Common Elements, on the Property, subject to the provisions of the Act. Declarant presently contemplates that the development and construction of the Units described herein, together with the installation and construction of the driveways, walkways, patio areas and fencing appurtenant to the Units, utility service extensions to the utility mains to the Units, sidewalks other than the perimeter sidewalks, and the landscaping for the Units and certain common landscaping will be the responsibility of Declarant. The installation and construction of all common infrastructure, including roads, paving, curbing, drainage, water, sewer, telephone, gas, cable and underground electrical utility services, street lighting, perimeter sidewalks, irrigation, master meters, signage and common landscaping will be the responsibility of Declarant.

Section 6.2. Easement Reservations. Declarant reserves to itself, its successors and assigns, a perpetual easement on the land described on **Exhibit "A"** to connect to and use all water lines, water wells, stormwater lines, drainage ditches, and sanitary sewer lines within the Condominium.

ARTICLE 7

ALLOCATED INTERESTS

Section 7.1. Allocation of Interests. The table showing Unit numbers and their Allocated Interests is attached as **Exhibit "B"**. These interests have been allocated in accordance with the formulas set out in this Article 7.

Section 7.2. Formulas for the Allocation of Interests. The interests allocated to each Unit have been calculated on the following formulas:

a. Undivided Interest in the Common Elements. The percentage of the undivided interest in the Common Elements allocated between the Units based on the ratio of square footage of each unit to the total square footage of the Units.

b. Liability for the Common Expenses. Each Unit in the Condominium shall proportionately share in the Common Expenses of the Condominium in proportion with their Undivided Interest in the Common Elements pursuant to Section 7.2(a) and **Exhibit "B"** herein. Nothing contained in this Subsection shall prohibit certain Common Expenses from being apportioned to particular Units under Article 17 of this Declaration.

c. Votes. Each Unit shall have one vote in the Association.

d. Deadlock. In the event there is a tie vote on any matter, the owners of each Unit agree that either Owner may elect to resolve the tie vote as follows: Either Owner may give written notice of demand to the other owner demanding the matter be submitted to a mutually agreeable attorney with his/her principal office in Franklin, Tennessee to vote in favor of one side or the other to resolve the

matter. If the two owners cannot agree on the attorney, either owner may petition the Chancery Court in Davidson County, Tennessee to appoint an attorney to make a determination on the matter. Each owner shall be responsible for its own attorney's fees incurred in any action to appoint an attorney to resolve a matter and the court costs shall be assessed equally between both owners. The costs of any attorney appointed to resolve the dispute shall be advanced by the Association, but the owner losing the vote shall be responsible to reimburse the Association for the amount paid by the Association to the attorney.

ARTICLE 8

RESTRICTIONS ON USE, ALIENATION AND OCCUPANCY

Section 8.1. Use and Occupancy Restrictions. The following use restrictions apply to all Units and to the Common Elements:

a. Each Unit is restricted to residential use under applicable zoning ordinances.

b. Uses creating noxious odors will not be permitted.

Section 8.2. Restrictions on Alienation. A Unit may not be conveyed pursuant to a time-sharing plan or subdivided.

A Unit may be leased or rented subject to any applicable Rules and Regulations. All leases of a Unit shall be deemed to include a provision that the tenant will recognize and attorn to the Association as landlord, solely for the purpose of having the power to enforce a violation of the provisions of the Condominium Documents against the tenant, provided the Association gives the landlord notice of its intent to so enforce, and a reasonable opportunity to cure the violation directly, prior to the commencement of an enforcement action.

ARTICLE 9

EASEMENTS AND LICENSES

The Condominium may be subject to easements, licenses, restrictions and other agreements granted by the Declarant pursuant to its powers under this Declaration.

ARTICLE 10

ALLOCATION AND REALLOCATION OF LIMITED COMMON ELEMENTS

A Common Element not previously allocated as a Limited Common Element may be so allocated only pursuant to provisions of Article 5 of the Declaration. The allocations will be made by

amendments to the Declaration, specifying to which Unit or Units the Limited Common Element is allocated.

No Limited Common Element depicted on the Plats and Plans may be reallocated except by an amendment to this Declaration signed by the owners of both Condominium Units and recorded in the Register's Office of Davidson County, Tennessee.

ARTICLE 11

ADDITIONS, ALTERATIONS AND IMPROVEMENTS

Section 11.1. Additions, Alterations and Improvements by Unit Owners.

a. No Unit Owner will make any structural addition, structural alteration, or structural Improvement in or to the Condominium without the prior written consent thereto of the Executive Board in accordance with Subsection 11.1c.

b. Subject to Subsection 11.1(a), a Unit Owner:

(i) may make any other Improvements or alterations to the interior of his Unit that do not impair the structural integrity or mechanical systems or lessen the support of any portion of the Condominium;

(ii) may not change the appearance of the Common Elements, or the exterior appearance of a Unit or any other portion of the Condominium, without permission of the Association; and

(iii) may, after acquiring an adjoining Unit, remove or alter any intervening partition or create apertures therein, even if the partition is a Limited Common Element, if those acts do not impair the structural integrity or mechanical systems or lessen the support to any portion of the condominium. Removal of partitions or creation of apertures under this paragraph is not an alteration of boundaries.

c. A Unit Owner may submit a written request to the Executive Board for approval to do anything that he or she is forbidden to do under Subsection 11.1(a) or 11.1(b)(ii). The Executive Board shall answer any written request for such approval, after Notice and hearing, within sixty (60) days after the request thereof. Failure to do so within such time shall not constitute a consent by the Executive Board to the proposed action. The Executive Board shall review requests in accordance with the provisions of its Rules and Regulations.

d. Any applications to any department or to any governmental authority for a permit to make any addition, alteration or Improvement in or to any Unit shall be executed by the Association only. Such execution will not, however, create any liability on the part of the Association or any of its

members to any contractor, subcontractor or materialman on account of such addition, alteration or Improvement or to any person having any claim for injury to persons or damage to property arising therefrom.

e. All additions, alterations and Improvements to the Units and Common Elements shall not, except pursuant to prior approval by the Executive Board, cause any increase in the premium of any insurance policy carried by the Association or by the Owners of any Units other than those affected by such change.

The provision of this Section shall not apply to Declarant in the exercise of any Special Declarant Right or any other right of the Declarant under this Declaration.

Section 11.2. Additions, Alterations and Improvements by Executive Board. Subject to any limitations contained in this Declaration, the Executive Board may make any additions, alterations or Improvements to the Common Elements which, in its judgment, it deems necessary.

ARTICLE 12

RELOCATION OF BOUNDARIES BETWEEN ADJOINING UNITS

Section 12.1. Application and Amendment. Subject to approval of any structural changes and required permits pursuant to Article 11, the boundaries between adjoining Units may be relocated by an amendment to the Declaration upon application to the Association by the Owner of the Units affected by the relocation. If the Owners of the adjoining Units have specified a reallocation between their Units of their Allocated Interest, the application shall state the proposed reallocation. Unless the Executive Board determines, within thirty (30) days after receipt of the application, that the reallocations are unreasonable, the association shall consent to the reallocation and prepare an amendment that identifies the Units involved, states the reallocations and indicates the Association's consent. The amendment must be executed by those Unit Owners and contain words of conveyance between them, and the approval of all holders of Security Interest in the affected units shall be endorsed thereon. On recordation, the amendment shall be indexed in the name of the grantor and the grantee, and in the grantee's index in the name of the Association.

Section 12.2. Recording Amendments. The Association shall prepare and record plats or plans necessary to show the altered boundaries between adjoining Units, and their dimensions and identifying numbers. The applicants will pay for the costs of preparation of the amendment and its recording, and the reasonable consultant fees of the Association if it is deemed necessary to employ a consultant by the Executive Board.

ARTICLE 13

AMENDMENTS TO DECLARATION

Section 13.1. General. As long as the Declarant owns any lot, the Declarant shall have the right to amend this Declaration. Except in cases of amendments that may be executed by the Declarant, or by certain unit Owners under Article 10 and Section 12.1 of this Declaration, and except as limited by Section 12.1 and Article 16 of this Declaration, this Declaration, including the Plats and Plans, may be amended only by vote or agreement of Owners of Units to which at least sixty-seven percent (67%) of the votes in the association are allocated.

Section 13.2. Limitation of Actions. An action to challenge the validity of an amendment adopted by the Association pursuant to this Article may not be brought more than one (1) year after the amendment is recorded.

Section 13.3. Recordation of Amendments. Each amendment to the Declaration must be recorded in the county in which the Condominium is located and the amendment is effective only upon recording. An amendment, except an amendment pursuant to Article 12 of this Declaration, must be indexed in the name of the Association and in the name of the parties executing the amendment.

Section 13.4. Execution of Amendments. An amendment to the Declaration required by the Condominium Act to be recorded by the Association, which has been adopted in accordance with this Declaration and the Condominium Act, must be prepared, executed, recorded and certified on behalf of the Association by an officer of the Association designated for the purpose, or in the absence of designation, by the president of the Association.

Section 13.5. Special Declarant Rights. Provisions in this Declaration creating Special Declarant Rights may not be amended without the consent of the Declarant.

Section 13.6. Amendments to Create Units or Withdraw Real Estate. To exercise any Development Rights reserved under Section 6.1 of this Declaration, the Declarant shall prepare, execute and record an amendment to the Declaration.

The amendment to the Declaration shall describe any Common Elements and any Limited Common Elements created thereby and designate the Unit to which each Limited Common Element is allocated.

ARTICLE 14

AMENDMENTS TO BYLAWS

The Bylaws may be amended only by a vote of two-thirds (2/3) of the members of the

Executive Board, following Notice and Comment to all Unit Owners, at any meeting duly called for such purpose.

ARTICLE 15

TERMINATION

Termination of the Condominium may be accomplished only in accordance with state law.

ARTICLE 16

MORTGAGEE PROTECTION

Section 16.1. Introduction. This Article establishes certain standards and covenants which are for the benefit of Eligible Mortgagees. This Article is supplemental to, and not in substitution for, any other provisions of the Condominium Documents, but in the case of conflict, this Article shall control.

Section 16.2. Inspection of Books. The Association shall permit any Eligible Mortgagee to inspect the books and records of the Association during normal business hours.

Section 16.3. Financial Statements. The Association shall provide any Eligible Mortgagee which submits a written request, with a copy of an annual financial statement within ninety (90) days following the end of each fiscal year of the association.

Section 16.4. Enforcement. The provisions of this Article are for the benefit of Eligible Mortgagees and their successors, and may be enforced by any of them by any available means, at law, or in equity.

Section 16.5. Attendance at Meetings. Any representative of an Eligible Mortgagee may attend and address any meeting which a Unit Owner may attend.

ARTICLE 17

ASSESSMENT AND COLLECTION OF COMMON EXPENSES

Section 17.1. Apportionment of Common Expenses. Except as provided in Section 17.2 all Common Expenses shall be assessed against all Units in accordance with their liability for the Common Expenses as described in Section 7.2(b) of this Declaration. There shall be a monthly homeowners' association assessment in an amount to be determined by the Board of Directors, due on the first (1st) day of each calendar month and payable to the 3107 Belwood Condominiums Homeowners' Association, Inc. Notwithstanding anything in the Declaration to the contrary,

Declarant shall not be required to pay any monthly fees or assessments under this Declaration.

Section 17.2. Common Expenses Attributable to Fewer Than All Units

a. Any Common Expense associated with the maintenance, repair or replacement of a Limited Common Element shall be assessed against the Unit or Units to which the Limited Common Element is assigned. If any such Limited Common Element is assigned to more than one Unit, the Common Expenses attributable to the Limited Common Element shall be assessed equally among the Units to which it is assigned.

b. Any Common Expense for services provided by the Association to an individual Unit at the request of the Unit Owner shall be assessed against the Unit which benefits from the service.

c. Any insurance premium increase attributable to a particular Unit by virtue of activities in or construction of the Unit shall be assessed against the Unit.

d. An assessment to pay a judgment against the Association may be made only against the Units in the Condominium at the time the judgment was entered, in proportion to their Common Expense liabilities.

e. If a Common Expense is caused by the misconduct of a Unit Owner, the Association may assess that expense exclusively against his Unit(s).

f. Fees, charges, late charges, fines, collection costs, including, but not limited to reasonable attorney fees, and interest charged against a Unit Owner pursuant to the Condominium Documents are enforceable as Common Expense assessments.

g. Any charges or costs associated with a particular Unit which are in excess of the average for the Development may be assessed to the particular Unit giving rise to said charges or costs. Said charges and costs shall specifically include, but not be limited to, excess water and utility charges, and excess garbage pickup.

Section 17.3. Lien.

a. The association has a lien on a Unit for an assessment levied against the Unit which remains unpaid for a period of thirty (30) days or longer from the time of the assessment. Fees, charges, late charges, reasonable attorney fees, fines and interest charged pursuant to the Condominium Act and the Condominium Documents are enforceable as assessments under this Section. If an assessment is payable in installments, the full amount of the assessment becomes immediately due and payable when the first installment thereof remains unpaid in such manner, and the full amount of the assessment shall constitute a lien from the time of such filing.

b. A lien under this section is prior to all other liens and encumbrances on a Unit except;

(i) Liens and encumbrances (including, but not limited to, a mortgage or deed of trust on the Unit) recorded before the recording of the lien in the Register's Office of Davidson County, Tennessee; and

(ii) Liens for real estate taxes and other governmental assessments or charges against the unit. This Subsection does not affect the priority of mechanics' or materialmen's liens.

c. This section does not prohibit an action to recover sums for which Subsection 17.3(a) of this section creates a lien or prohibit the Association from taking a deed in lieu of foreclosure.

d. A judgment, decree or order in any action brought under this Section shall include costs and reasonable attorney's fees for the prevailing party.

e. The Association's lien may be foreclosed as a mortgage on real estate pursuant to state law.

f. If a holder of a first mortgage or first deed of trust of record, or other purchaser of a Unit, obtains title to the Unit as a result of foreclosure of a first mortgage or first deed of trust, such purchasers, and its heirs, successors and assigns, shall not be liable for the assessment against such Unit which becomes due prior to acquisition of title to such Unit by such purchaser.

g. any payments received by the Association in the discharge of a Unit Owner's obligation may be applied to the oldest balance due.

Section 17.4. Budget Adoption and Ratification. Within thirty (30) days after adoption of a proposed budget for the Condominium, the Executive Board shall provide a summary of the Budget to each Unit Owner.

Section 17.5. Ratification of Non-Budgeted Common Expense Assessments. If the Executive Board votes to levy a Common Expense assessment not included in the current budget, other than one enumerated in Section 17.2 of this Declaration, in an amount greater than fifteen (15) percent of the current annual operating budget, the Executive Board shall submit such Common Expense to the Unit Owners for approval by a simple majority. In the event a quorum is not present at the Owners' meeting, fifty-one percent (51%) or more of those present must approve the Common Expense.

Section 17.6. Certificate of Payment of Common Expense Assessments. The Association upon written request shall furnish to a Unit Owner a statement setting out the amount of unpaid assessments against the Unit. The statement must be furnished within ten (10) business days after receipt of the request and is binding on the Association, the Executive Board and each Unit Owner.

Section 17.7. Payment of Expenses. All Common Expenses assessed under Sections 17.1 and 17.2 shall be due and payable at billing intervals established by the Directors of the Association. The Directors may elect to bill Common Expenses annually, semi-annually, quarterly, or monthly.

For any assessment not paid by the fifth (5^{th}) day following its due date, the Unit Owner shall incur a $200 late fee, and the outstanding balance owed shall accrue interest at the rate of eighteen percent (18%) per annum.

Section 17.8. Acceleration of Common Expenses Assessments. In the event of default for a period of thirty (30) days by any Unit Owner in the payment of any Common Expense assessment levied against his or her Unit, the Executive Board shall have the right, after Notice and Hearing, to declare all unpaid assessments for the pertinent fiscal year to be immediately due and payable.

Section 17.9. Commencement of Common Expense Assessments. Common Expense assessments shall begin on the first day of the month in which conveyance of the first Unit to a Unit Owner other than the Declarant occurs or on such earlier date as the Executive Board determines.

Section 17.10. No Waiver of Liability for Common Expenses. No Unit Owner may exempt himself or herself from liability for payment of the Common Expenses by waiver of the use of enjoyment of the Common Elements or by abandonment of the Unit against which the assessments are made.

Section 17.11. Personal Liability of Unit Owners. The Owner of the Unit at the time a Common Expense assessment or portion thereof is due and payable is personally liable for the assessment.

ARTICLE 18

PERSONS AND UNITS SUBJECT TO THE CONDOMINIUM DOCUMENTS

Section 18.1. Compliance with Condominium Documents. All Unit Owners, tenants, mortgagees and occupants of Units shall comply with the Condominium Documents. The acceptance of a deed or the exercise of any incident of ownership or the entering into of a lease or the entering into occupancy of a Unit constitutes agreement that the provisions of the Condominium Documents are accepted and ratified by such Unit Owner, tenant, mortgagee or occupant, and all such provisions recorded in the Office of the Register of Deeds of Davidson County, Tennessee are covenants running with the land and shall bind any persons having at any time any interest or estate in such Unit.

Section 18.2. Adoption of Rules and Regulations. The Executive Board may adopt Rules and Regulations regarding the use and occupancy of Units affecting the Common Elements, Limited Common Elements and the activities of occupants, subject to Notice all Owners.

ARTICLE 19

INSURANCE

Section 19.1. Coverage. To the extent reasonably available, the Executive Board shall obtain and maintain insurance coverage as set forth in this Article. If such insurance is not reasonably available, and the Executive Board determines that any insurance described herein will not be maintained, the Executive Board shall cause notice of that fact to be hand-delivered or sent prepaid by United States mail to all Unit Owners and Eligible Mortgagees at their respective last known address.

Section 19.2. Property Insurance

a. Property insurance coverage to be provided by the Association shall include:

(i) the project facilities (which term means all buildings on the Property, including the Units and all fixtures, equipment and any Improvements and betterment whether part of an Unit or a Common Element, and such personal property of Unit Owners as is normally insured under building coverage), but excluding land, excavations, portions of foundations below the under surface of the lowest floors, underground pilings, pipes, flues and drains and other items normally excluded from property policies; and

(ii) all personal property owned by the Association.

b. Each individual Unit Owner shall be responsible to obtain coverage on their contents, personal property, lost profits, and lost business opportunity, as the Owners Association is not required to insure the same.

c. Amounts. Such insurance shall insure the project facilities for an amount (after application of any deductions) equal to one hundred percent (100%) of their actual cash value at the time the insurance is purchased and at each renewal date. Personal property owned by the Association shall be insured for an amount equal to its actual cash value.

The Executive Board is authorized to obtain appraisals periodically for the purpose of establishing said replacement costs of the project facilities and the actual cash value of the personal property, and the cost of such appraisals shall be a Common Expense.

d. Risks Insured Against. The insurance shall afford protection against "all risks" of direct physical loss commonly insured against.

e. Other Provisions. Insurance policies required by this Section shall provide that:

(i) the insurer waives the right to subrogation under the policy against a Unit Owner.

(ii) An act or omission by a Unit Owner, unless acting within the scope of the Unit Owner's authority on behalf of the Association, will not void the policy or be a condition to recovery under the policy.

(iii) if, at the time of a loss under the policy, there is other insurance in the name of a Unit Owner covering the same risk covered by the policy, the policy of the Association provides primary insurance.

(iv) loss must be adjusted with the Association.

(v) insurance proceeds shall be paid to an insurance trustee designated in the policy for that purpose, and in the absence of such designation to the Association, in either case to be held in trust for each Unit Owner and such Unit Owner's Mortgagee.

(vi) the insurer may not cancel or refuse to renew the policy until thirty (30) days after notice of the proposed cancellation or non-renewal has been mailed to the Association as well as each Unit Owner and each holder of a Security Interest to whom a certificate or memorandum of insurance has been issued, at their respective last known addresses.

(vii) the name of the insured shall be substantially as follows: "317 Belwood Condominiums Homeowner's Association, Inc." for the use and benefit of the individual owners and lien holders as their interest may appear.

Section 19.3. Liability Insurance. Liability insurance, including medical payments insurance, in an amount determined by the Executive Board but in no event less than $1,000,000 covering all occurrences commonly insured against for death, bodily injury and property damage arising out of or in connection with the use, ownership or maintenance of the Common Elements, and the activities of the Association shall be maintained by the Association. Such policy shall name the officers and Board members of the Association as additional insureds.

a. Other Provisions. Insurance policies carried pursuant to this section shall provide that:

(i) each Unit Owner is an insured person under the policy with respect to liability arising out of the interest of the Unit Owner in the Common Elements or membership in the Association.

(ii) the insurer waives the right to subrogation under the policy against a Unit Owner.

(iii) an act or omission by a Unit Owner, unless acting within the scope of the Unit Owner's authority on behalf of the Association, will not void the policy or be a condition to recovery

under the policy.

(iv) if, at any time of a loss under the policy, there is other insurance in the name of a Unit Owner covering the same risk covered by the policy, the policy of the Association provides primary insurance.

(v) the insurer issuing the policy may not cancel or refuse to renew it until thirty (30) days after notice of the proposed cancellation or non-renewal has been mailed to the Association, each Unit Owner and each holder of a Security Interest to whom a certificate or memorandum of insurance has been issued at their last known addresses.

Section 19.4. Fidelity Bonds. Except with regard to the Declarant, its successors and assigns, a blanket fidelity bond may be required by the Executive Board for anyone who either handles or is responsible for funds held or administered by the Association, whether or not they receive compensation for their services.

Section 19.5. Unit Owner Policies. An insurance policy issued to the Association does not prevent a Unit Owner from obtaining insurance for his or her own benefit.

Section 19.6. Directors' and Officers' Liability Insurance. The Executive Board may obtain and maintain directors' and officers' liability insurance, if available, covering all of the Directors and officers of the Association in such limits as the Executive Board may, from time to time, determine.

Section 19.7. Other Insurance. The Association may carry other insurance which the Executive Board considers appropriate to protect the Association or the Unit Owners.

Section 19.8. Premiums. Insurance premiums shall be a Common Expense.

ARTICLE 20

DAMAGE TO OR DESTRUCTION OF PROPERTY

Section 20.1. Duty to Restore. A portion of the Condominium for which insurance is required under the Condominium Act or for which insurance carried by the Association is in effect, whichever is more extensive, that is damaged or destroyed must be repaired or replaced promptly by the Association unless:

a. the Condominium is terminated;

b. repair or replacement would be illegal under a state statute or municipal ordinance governing health or safety; or

c. eighty percent (80%) of the Unit Owners and each owner of a Unit or assigned

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Limited Common Element that will not be rebuilt, vote not to rebuild.

Section 20.2. Cost. The cost of repair or replacement in excess of insurance proceeds and reserves is a Common Expense.

Section 20.3. Plans. The Property must be repaired and restored in accordance with either the original plans and specifications or other plans and specifications which have been approved by the Executive Board, a majority of Unit Owners and fifty-one percent (51%) of Eligible Mortgagees.

Section 20.4. Replacement of Less than Entire Property.

a. The insurance proceeds attributable to the damaged Common Elements shall be used to restore the damaged area to a condition compatible with the remainder of the Condominium.

b. Except to the extent that other persons will be distributees:

(i) the insurance proceeds attributable to a Unit and Limited Common Elements that is not rebuilt must be distributed to the owner of the Unit and the owner of the Unit to which the Limited Common Elements were allocated, or to lienholder, as their interest may appear; and

(ii) the remainder of the proceeds must be distributed to each Unit Owner or lienholder, as their interest may appear, in proportion to the Common Element interest of all the Units.

c. If the Unit Owners vote not to rebuild a Unit, the allocated interest of the Unit shall be reallocated upon the vote as if the Unit had been condemned, and the Association promptly shall prepare, execute and record an amendment to the Declaration reflecting the reallocations.

Section 20.5. Insurance Proceeds. The Trustee, or, if there is no Trustee, then the Executive Board of the Association, shall hold any insurance proceeds in trust for the Association, Unit Owners and lienholder as their interest may appear. Subject to the provisions of Subsection 20.1a through Subsection 20.1c, the proceeds shall be disbursed first for the repair or restoration of the damaged property, and the Association, Unit Owners and lienholder are not entitled to receive payment of any portion of the proceeds unless there is a surplus of proceeds after the property has been completely repaired or restored, or the Condominium is terminated.

Section 20.6. Certificates by the Executive Board. The Trustee, if any, may rely on the following certifications in writing made by the Executive Board:

a. whether or not damaged or destroyed property is to be repaired or restored;

b. the amount or amounts to be paid for repairs or restoration and the names and addresses of the parties to whom such amounts are to be paid.

ARTICLE 21

RIGHTS TO NOTICE AND COMMENT; NOTICE AND HEARING

Section 21.1. Right to Notice and Comment. Before the Executive Board amends the Bylaws or the Rules and Regulations, whenever the Condominium Documents require that an action be taken after "Notice and Comment" and at any other time the Executive Board determines, the Unit Owners have the right to receive notice of the proposed action and the right to comment orally or in writing. Notice of the proposed action shall be given to each Unit Owner in writing and shall be delivered personally or by mail to all Unit Owners at such address as appears in the records of the Association, or published in a newsletter or similar publication which may be routinely circulated to all Unit Owners. The notice shall be given not less than five (5) days before the proposed action is to be taken. It shall invite comment to the Executive Board orally or in writing before the scheduled time of the meeting. The right to Notice and Comment does not entitle a Unit Owner to be heard at a formally constituted meeting.

Section 21.2. Right to Notice and Hearing. Whenever the Condominium Documents require that an action be taken after "Notice and Hearing", the following procedures shall be observed: the party proposing to take the action (e.g., the Executive Board, a committee, an officer, the manager, etc.) shall give written notice of the proposed action to all Unit Owners or occupants of Units whose interest would be significantly affected by the proposed action. The notice shall include a general statement of the proposed action and the date, time and place of the hearing. At the hearing, the affected person shall have the right, personally or by a representative, to give testimony orally, in writing or both (as specified in the notice), subject to reasonable rules of procedure established by the party conducting the meeting to insure a prompt and orderly resolution of the issues. Such evidence shall be considered in making the decision but shall not bind the decision makers. The affected person shall be notified of the decision in the manner in which notice of the meeting was given.

Section 21.3. Appeals. Any person having a right to Notice and Hearing shall have the right to appeal to the Executive Board from a decision of persons other than the Executive Board by filing a written notice of appeal with the Executive Board within ten (10) days after being notified of the decision. The Executive Board shall conduct a hearing within thirty (30) days, giving the same notice and observing the same procedures as were required for the original meeting.

ARTICLE 22

BOARD OF DIRECTORS

Section 22.1. Minutes of Board of Directors Meetings. The Board of Directors shall permit any Unit Owner to inspect the minutes of Executive Board meetings during normal business hours. The minutes shall be available for inspection within fifteen (15) days after any such meeting.

Section 22.2. Powers and Duties. The Board of Directors may act in all instances on behalf

of the Association, except as provided in this Declaration, the Bylaws or the Condominium Act. The Board of Directors shall have, subject to the limitations contained in this Declaration and the Condominium Act, the powers and duties necessary for the administration of the affairs of the Association and of the Condominium which shall include, but not be limited to, the following:

a. adopt and amend Bylaws, Rules and Regulations;

b. adopt and amend budgets for revenues, expenditures and reserves;

c. collect assessments for Common Expenses from Unit Owners;

d. hire and discharge managing agents;

e. hire and discharge employees and agents, other than managing agents, and independent contractors;

f. institute, defend or intervene in litigation or administrative proceedings or seek injunctive relief for violation of the Declaration, Bylaws or Rules and Regulations in the Association's name on behalf of the Association or two or more Unit owners on matters affecting the Condominium;

g. make contracts and incur liabilities;

h. regulate the use, maintenance, repair, replacement and modification of the Common Elements;

i. cause additional Improvements to be made as a part of the Common Elements;

j. acquire, hold, encumber and convey in the association's name any right, title or interest to real property or personal property, but Common elements may be conveyed or subjected to a Security Interest only pursuant any restrictions herein;

k. grant easements for any period of time including permanent easements, and leases, licenses and concessions for no more than one year, through or over the Common Elements;

l. impose and receive a payment, fee or charge for use, rental or operation of the Common Elements, other than Limited Common Elements, and for services provided to Unit Owners;

m. impose a reasonable charge for late payment of assessments and, after Notice and Hearing, levy reasonable fines for violations of this Declaration, Bylaws, and Rules and Regulations of the Association;

n. impose a reasonable charge for the preparation and recordation of amendments to this

Declaration, or a statement of unpaid assessments;

o. provide for the indemnification of the Association's Officers and the Executive Board and maintain director's and officer's liability insurance;

p. assign the Association's right to future income, including the right to receive Common Expense assessments;

q. exercise any other powers conferred by this Declaration or the Bylaws;

r. exercise any other power that may be exercised in this state by legal entities of the same type as the Association;

s. exercise any other power necessary and proper for the governance and operation of the Association;

t. by resolution, establish committees of Directors, permanent and standing, to perform any of the above functions designated in the resolution establishing the committee. All committees must maintain and publish notice of their actions to Unit Owners and the Board of Directors. However, actions taken by a committee may be appealed to the Board of Directors by any Unit Owner within forty-five (45) days of publication of such notice, and such committee action must be ratified, modified or rejected by the Executive Board at its next regular meeting.

u. establish reserves for maintenance, repair and replacement of Common Elements;

v. responsibility for maintenance and repairs;

w. rights to use Common Elements and Limited Common Elements; and

x. impose an initial assessment for new owners in an amount not to exceed the Unit's estimated monthly assessment for one month plus a prorated portion of the month's assessment for the month in which they purchase the Unit.

Section 23.3. Board of Directors Limitations. The Board of Directors may not act on behalf of the Association to amend this Declaration, to terminate the Condominium or to elect members of the Board of Directors or determine the qualifications, powers and duties, or terms of office of Board of Directors members, but the Board of Directors may fill vacancies in its membership for the unexpired portion of any terms.

ARTICLE 23

CONDEMNATION

If part or all of the Condominium is taken by any power having the authority of eminent domain, all compensation and damages for and on account of the taking shall be payable to the Association if the condemnation is of Common Elements, and to the individual Unit Owners if the condemnation is of individual Units.

ARTICLE 24

MISCELLANEOUS

Section 24.1. Captions. The captions contained in the Condominium Documents are inserted only as a matter of convenience and for reference, and in no way define, limit or describe the scope of the Condominium Documents nor the intent of any provision thereof.

Section 24.2. Gender. The use of the masculine gender refers to the feminine and neuter genders and the use of the singular includes the plural, and vice versa, whenever the context of the Condominium Documents so require.

Section 24.3. Waiver. No provision contained in the Condominium Documents is abrogated or waived by reason of any failure to enforce the same, irrespective of the number of violations or breaches which may occur.

Section 24.4. Invalidity. The invalidity of any provision of the Condominium Documents does not impair or affect in any manner the validity, enforceability or effect of the remainder, and in such event, all of the other provisions of the Condominium Documents shall continue in full force and effect.

Section 24.5. Conflict. The Condominium Documents are intended to comply with the requirements of the Act. In the event of any conflict between the Condominium Documents and the provisions of the Act, the provisions of the Act shall control. In the event of any conflict between this Declaration and any other condominium Document, this Declaration shall control.

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Section 24.5. Conflict. The Condominium Documents are intended to comply with the requirements of the Act. In the event of any conflict between the Condominium Documents and the provisions of the Act, the provisions of the Act shall control. In the event of any conflict between this Declaration and any other condominium Document, this Declaration shall control.

IN WITNESS WHEREOF, the Declarant has caused this Master Deed and Declaration to be executed this 6 day of December, 2022.

DECLARANT:

Richland Building Partners, LLC
a Tennessee limited liability company

By: Chris Barnhizer
Its: Authorized Agent

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Before me, the undersigned, a Notary Public within and for the State and County aforesaid, personally appeared Chris Barnhizer, with whom I am personally acquainted (or who proved to me on the basis of satisfactory evidence) and who further proved himself to be the Authorized Agent of Richland Building Partners, LLC, a Tennessee limited liability company, and, being authorized to dos so, acknowledged he executed the foregoing instrument for the purposes therein contained.

WITNESS MY HAND and official seal at my office on this the 4 day of December, 2022.

Cammie Birdwell
NOTARY PUBLIC

My commission expires: Sep. 2, 2024

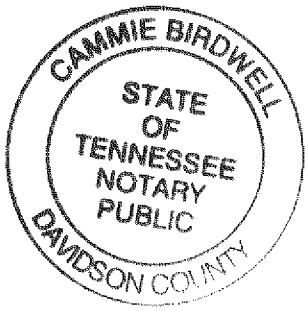
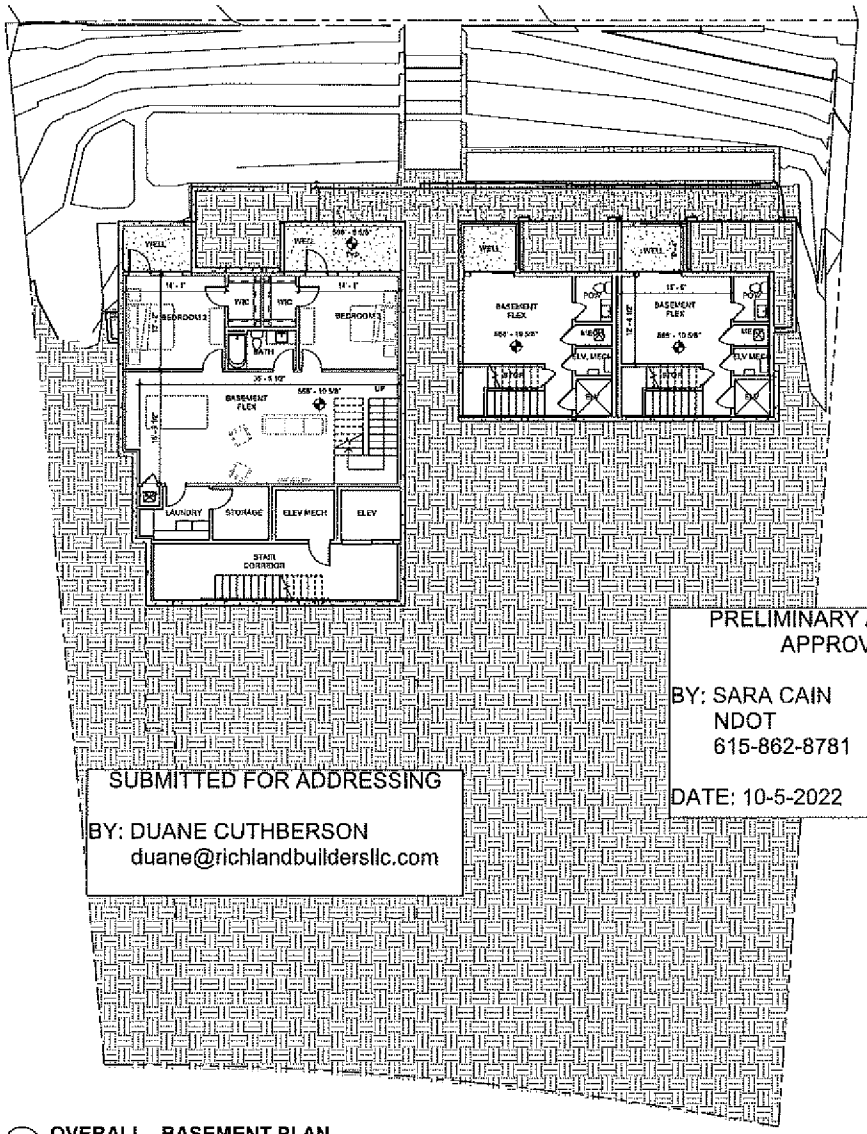


EXHIBIT "A"

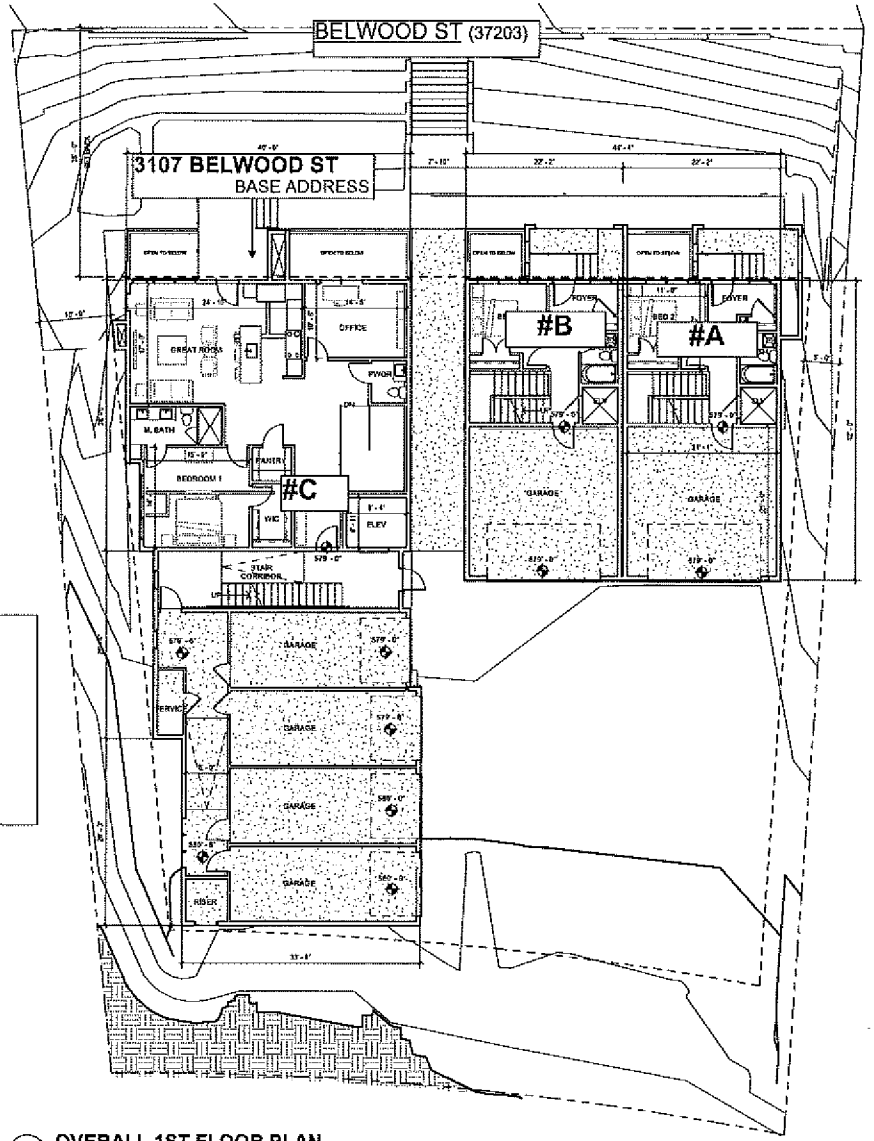
LEGAL DESCRIPTION

Land in Davidson County, Tennessee being Lot No. 2, Mills Subdivision, a Subdivision (re-Subdivision) of Lot 132 on the Revised Map of West End Park, of record in Plat Book 5190, page 255 Register's Office for Davidson County, Tennessee, to which reference is hereby made for a more complete description of said lot.

EXHIBIT "B"
PLAT



1 **OVERALL - BASEMENT PLAN**
1/8" = 1'-0"



2 **OVERALL 1ST FLOOR PLAN**
1/8" = 1'-0"

PRELIMINARY ADDRESS APPROVAL

BY: SARA CAIN
NDOT
615-862-8781

DATE: 10-5-2022

SUBMITTED FOR ADDRESSING

BY: DUANE CUTHBERSON
duane@richlandbuildersllc.com

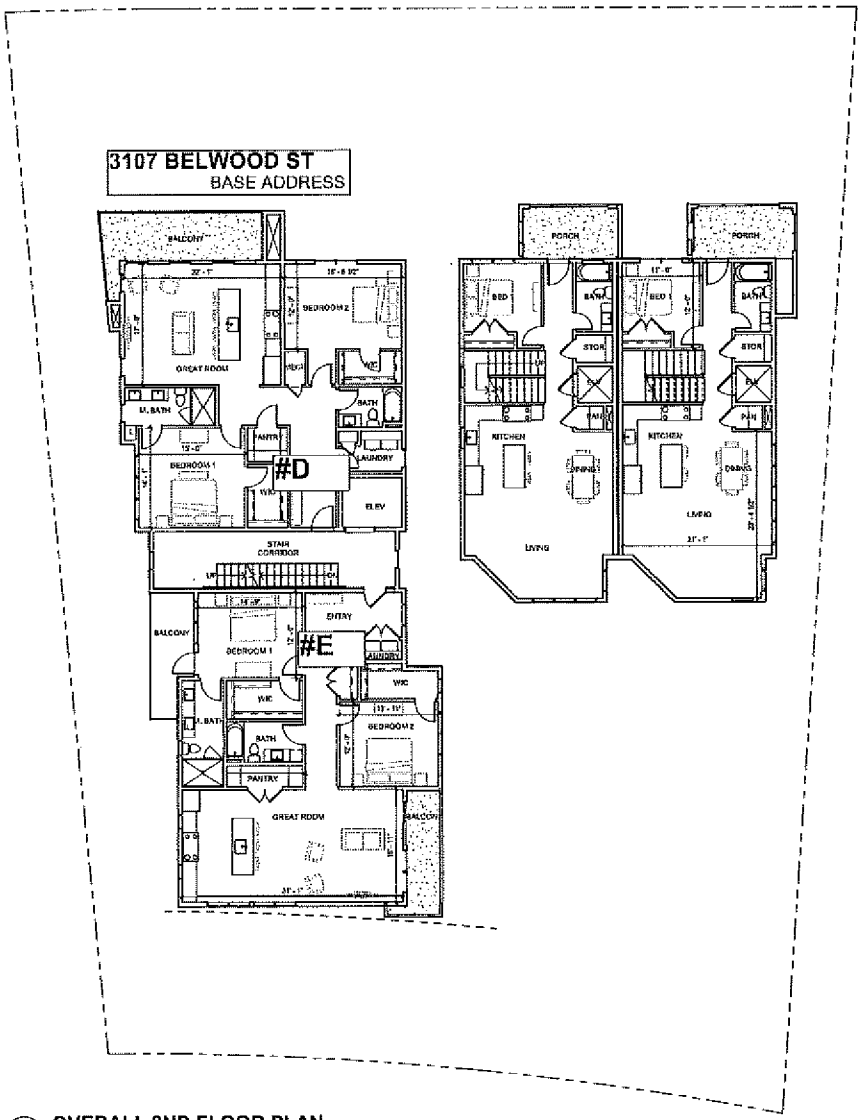
SMITH GEE STUDIO
ARCHITECTURE URBAN DESIGN INTERIORS

3105 BELWOOD MF
3105 BELWOOD ST
NASHVILLE, TN
37777

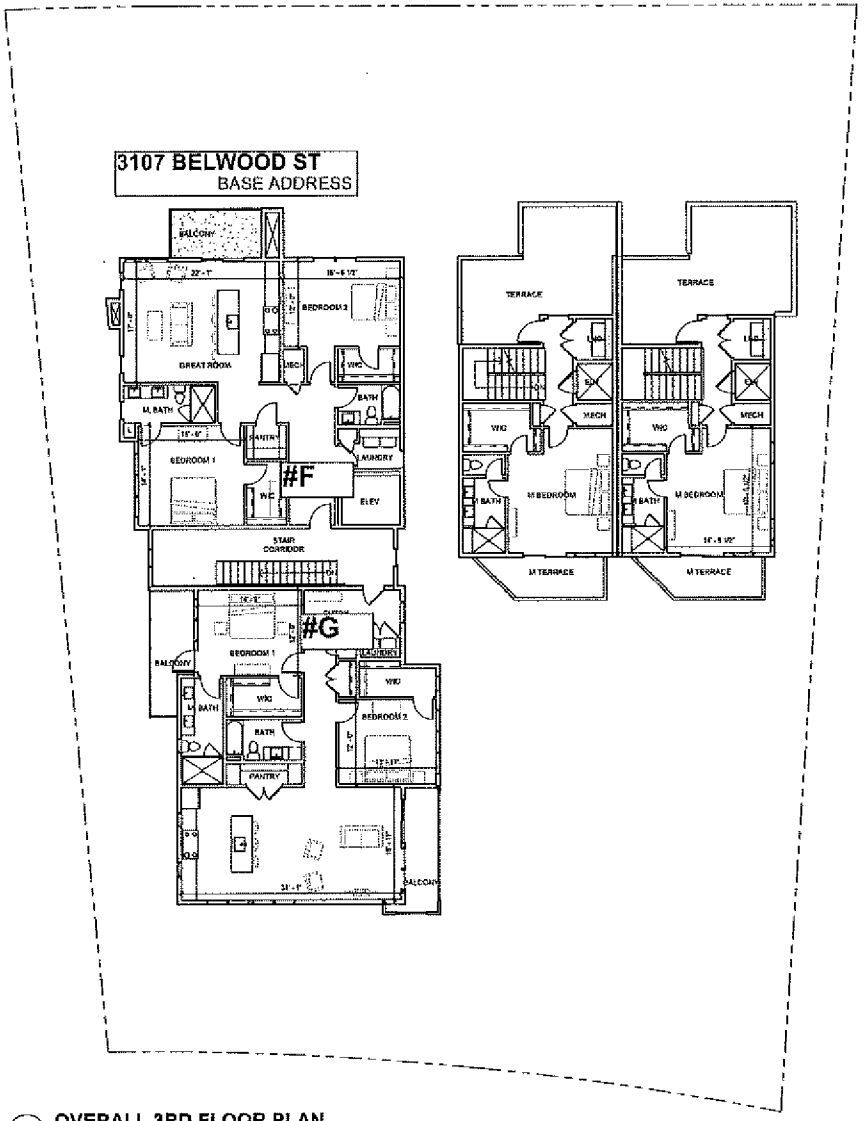
OVERALL PLANS

21091.00
08/10/2022

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1 OVERALL 2ND FLOOR PLAN
1/8" = 1'-0"



2 OVERALL 3RD FLOOR PLAN
1/8" = 1'-0"

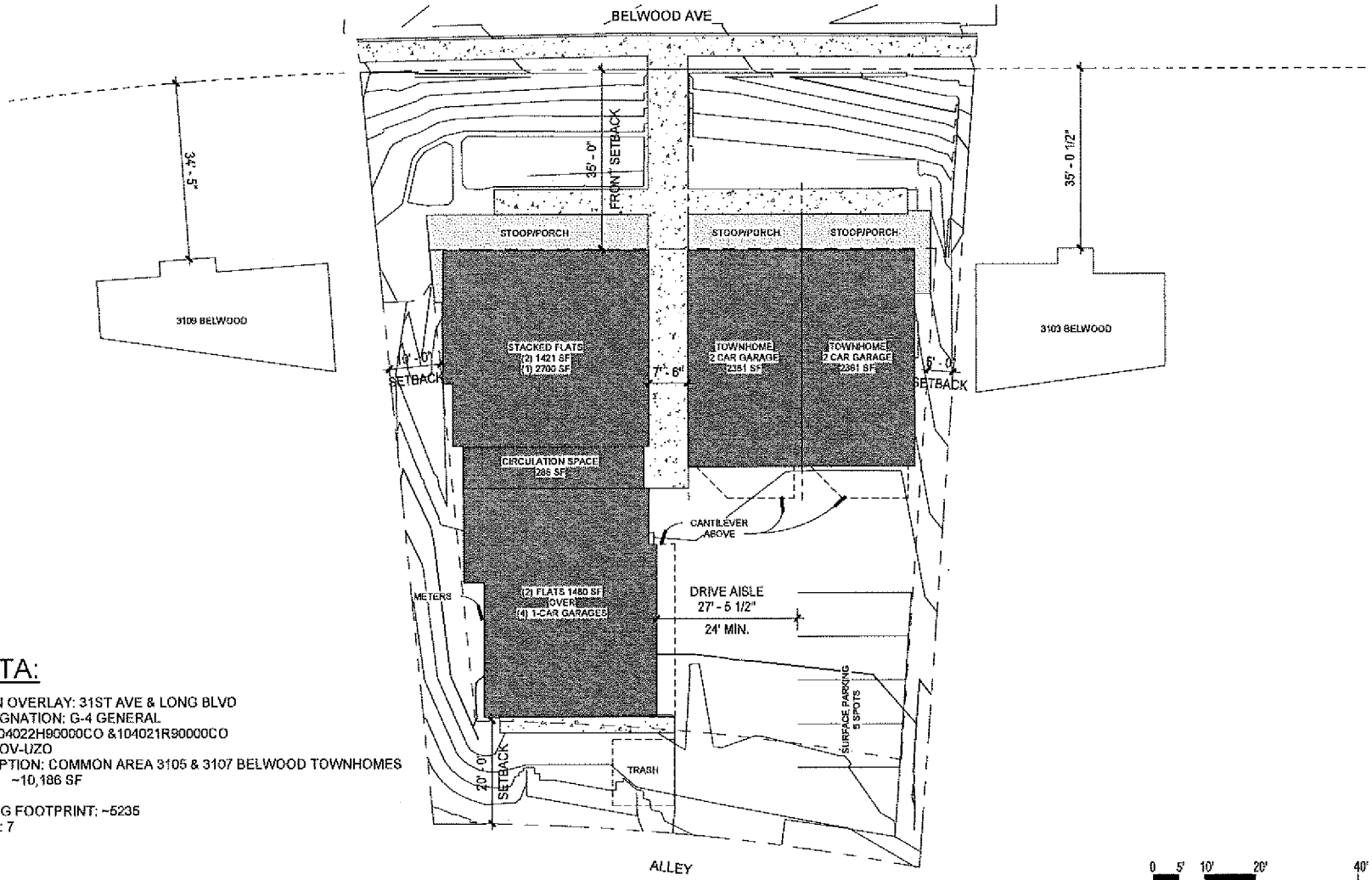
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3105 BELWOOD MF
3105 BELWOOD ST
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37777

OVERALL PLANS

21091.00
08/10/2022

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LOT DATA:

URBAN DESIGN OVERLAY: 31ST AVE & LONG BLVD
OVERLAY DESIGNATION: G-4 GENERAL
PARCEL ID #: 104022H90000CO &104021R90000CO
ZONED: RM20, OV-UZO
LEGAL DESCRIPTION: COMMON AREA 3105 & 3107 BELWOOD TOWNHOMES
ACREAGE: .36 ~10,186 SF

TOTAL BUILDING FOOTPRINT: ~5235
TOTAL # UNITS: 7

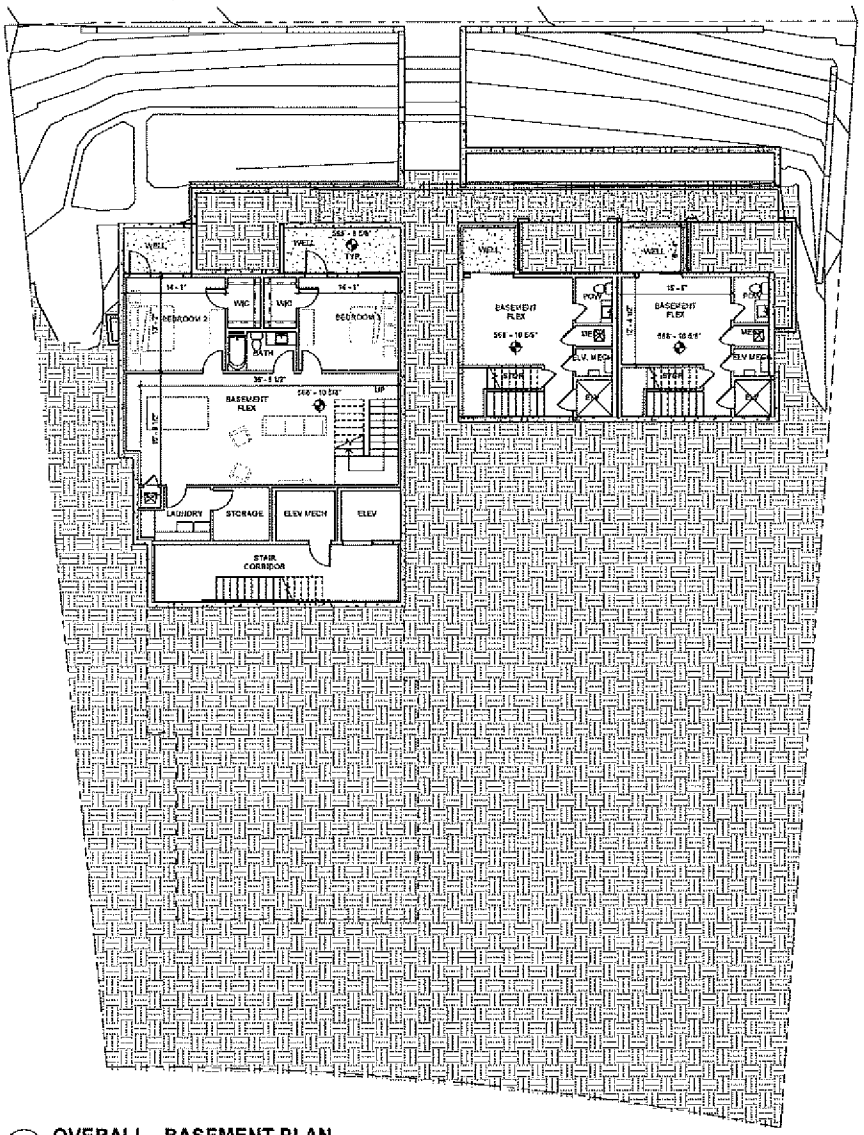
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ARCHITECTURE URBAN DESIGN INTERIORS

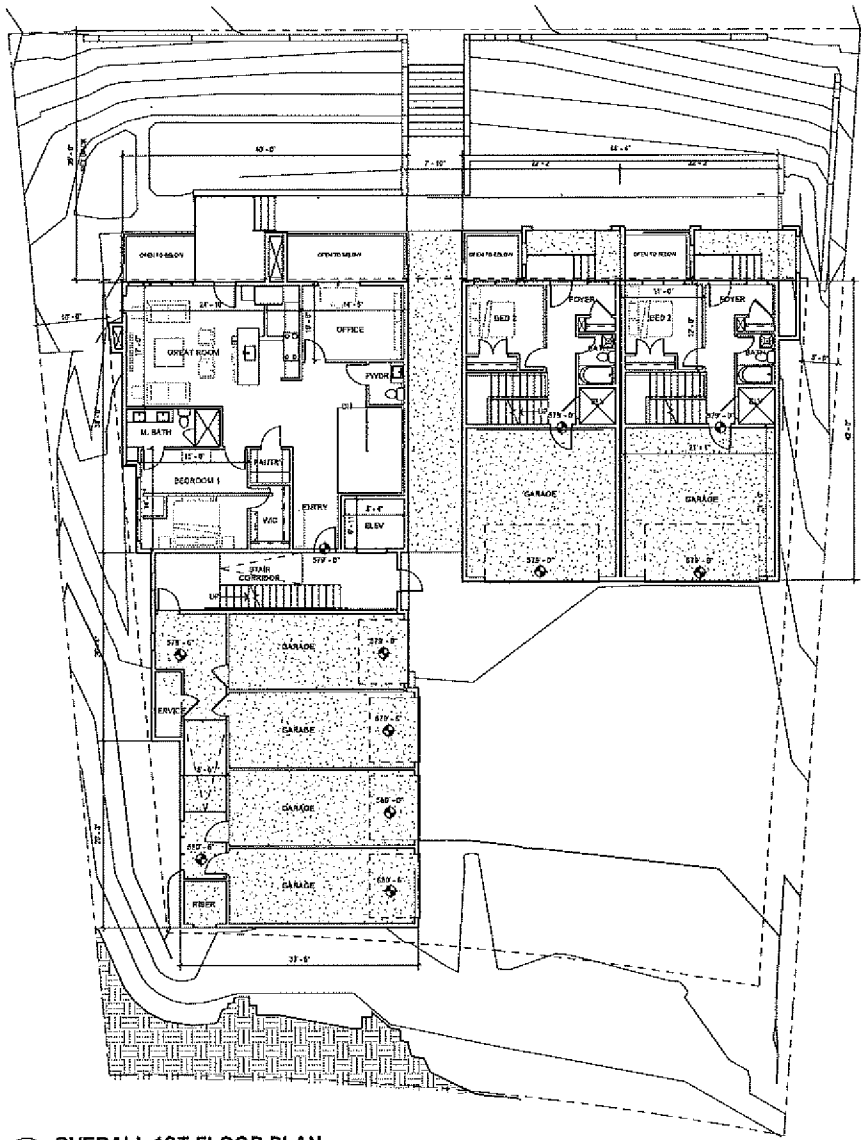
3105 BELWOOD MF
3105 BELWOOD ST
NASHVILLE, TN
37777

SITE PLAN

21091.00
08/10/2022



1 **OVERALL - BASEMENT PLAN**
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2 **OVERALL 1ST FLOOR PLAN**
1/8" = 1'-0"

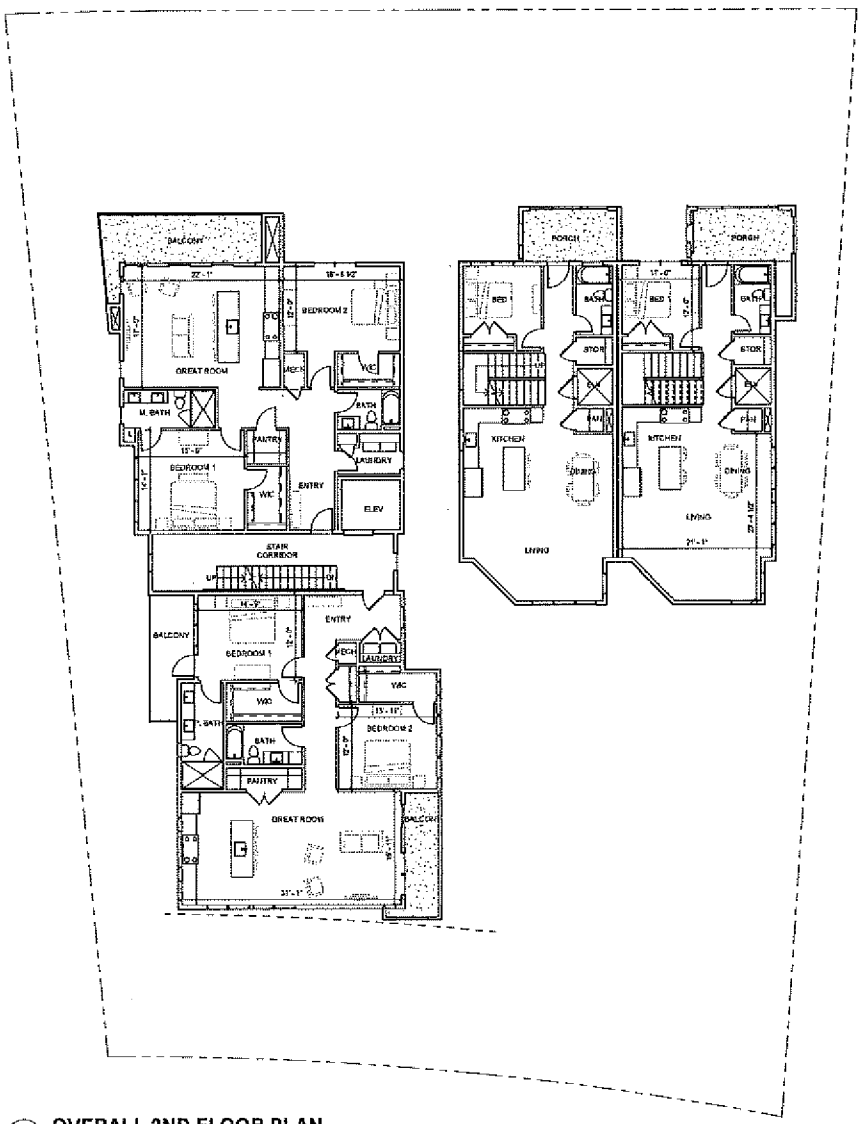
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SMITH GEE STUDIO
ARCHITECTURE URBAN DESIGN INTERIORS

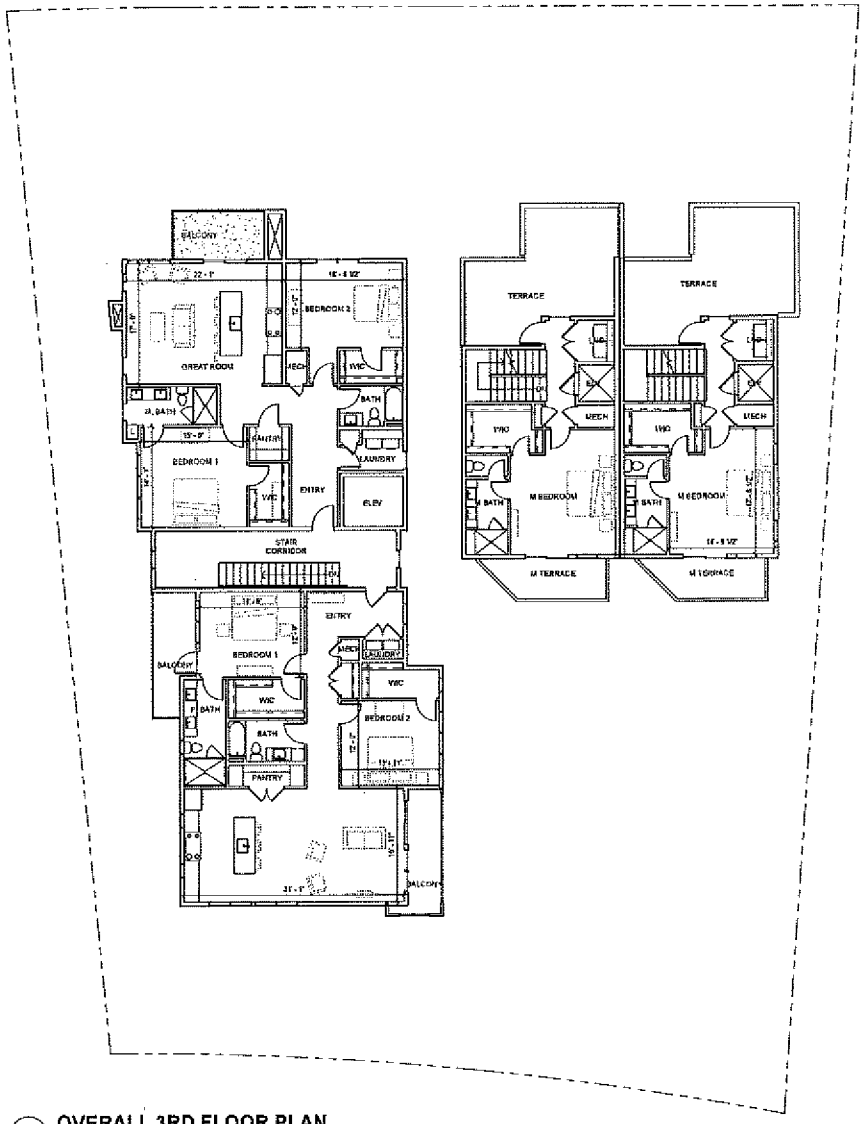
3105 BELWOOD MF
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OVERALL PLANS

21091.00
08/10/2022



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1/8" = 1'-0"



2 **OVERALL 3RD FLOOR PLAN**
1/8" = 1'-0"

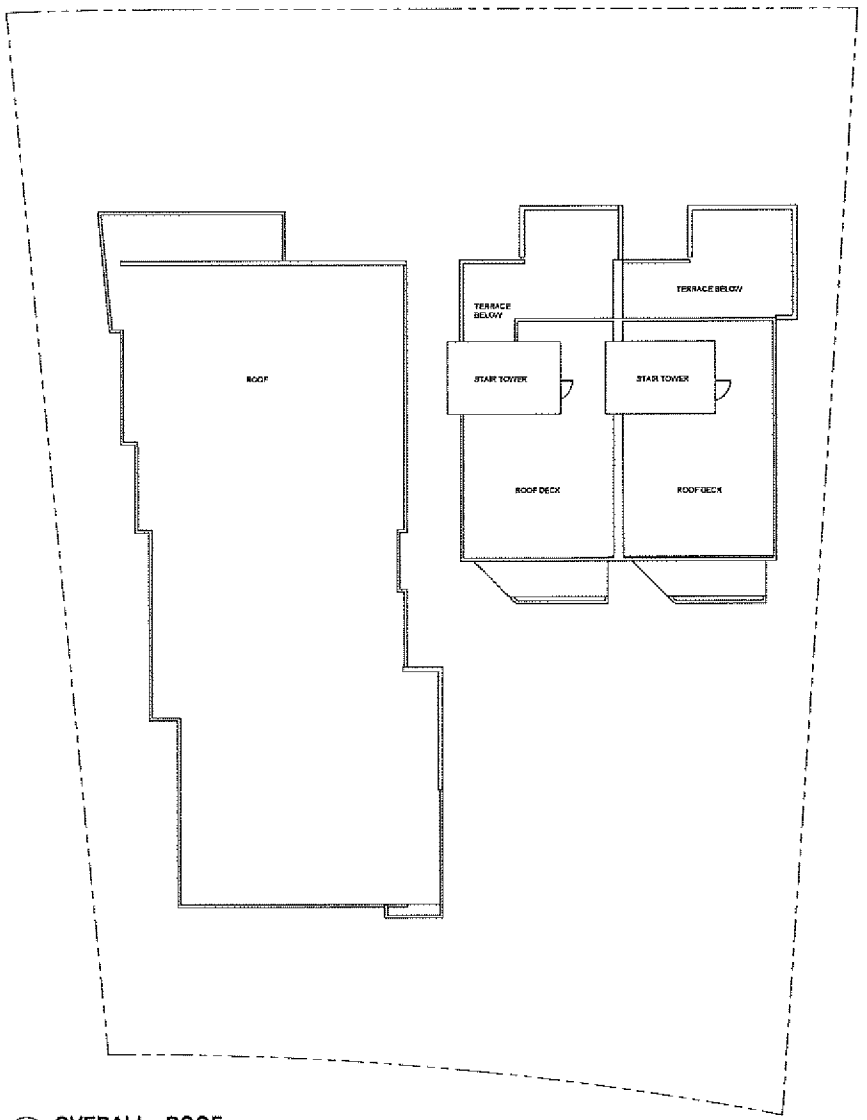
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ARCHITECTURE URBAN DESIGN INTERIORS

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NASHVILLE, TN
37777

OVERALL PLANS

21091.00
08/10/2022

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1 OVERALL - ROOF
1/8" = 1'-0"

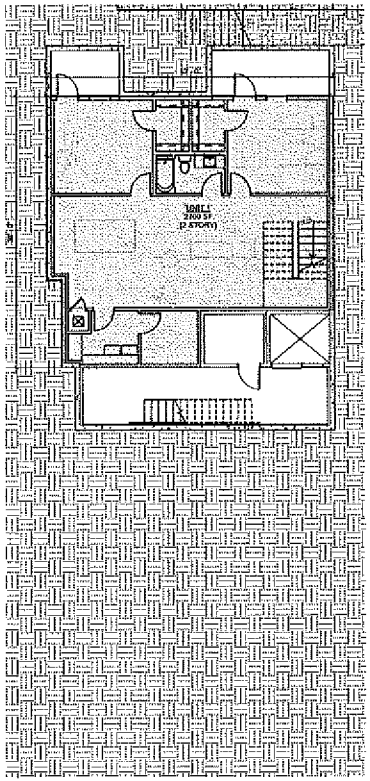
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SMITH GEE STUDIO
ARCHITECTURE URBAN DESIGN INTERIORS

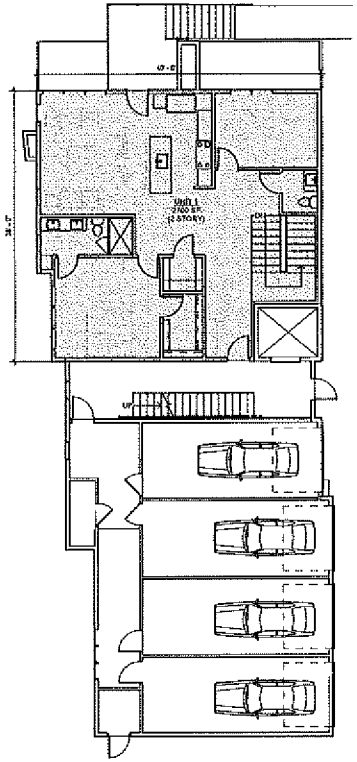
3105 BELWOOD MF
3105 BELWOOD ST
NASHVILLE, TN
37777

OVERALL PLANS

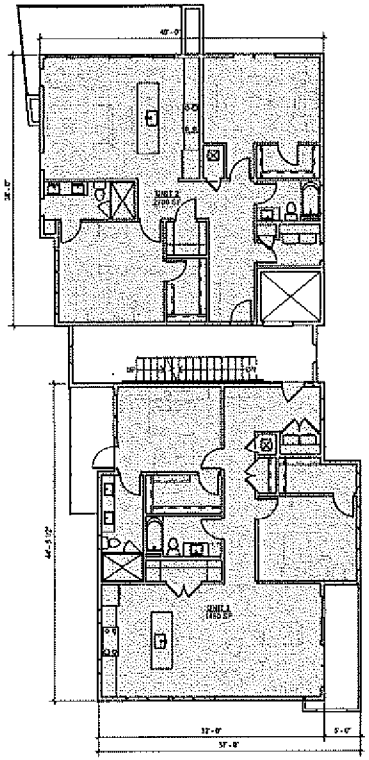
21091.00
08/10/2022



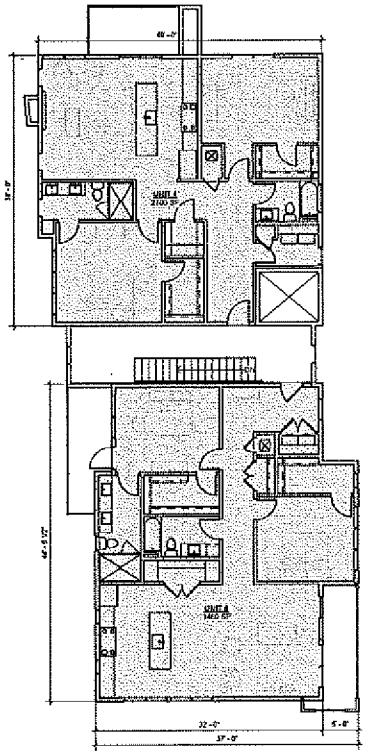
4 FLTS - BASEMENT
1/8" = 1'-0"



1 FLTS - 1ST
1/8" = 1'-0"



2 FLTS - 2ND
1/8" = 1'-0"



3 FLTS - 3RD
1/8" = 1'-0"

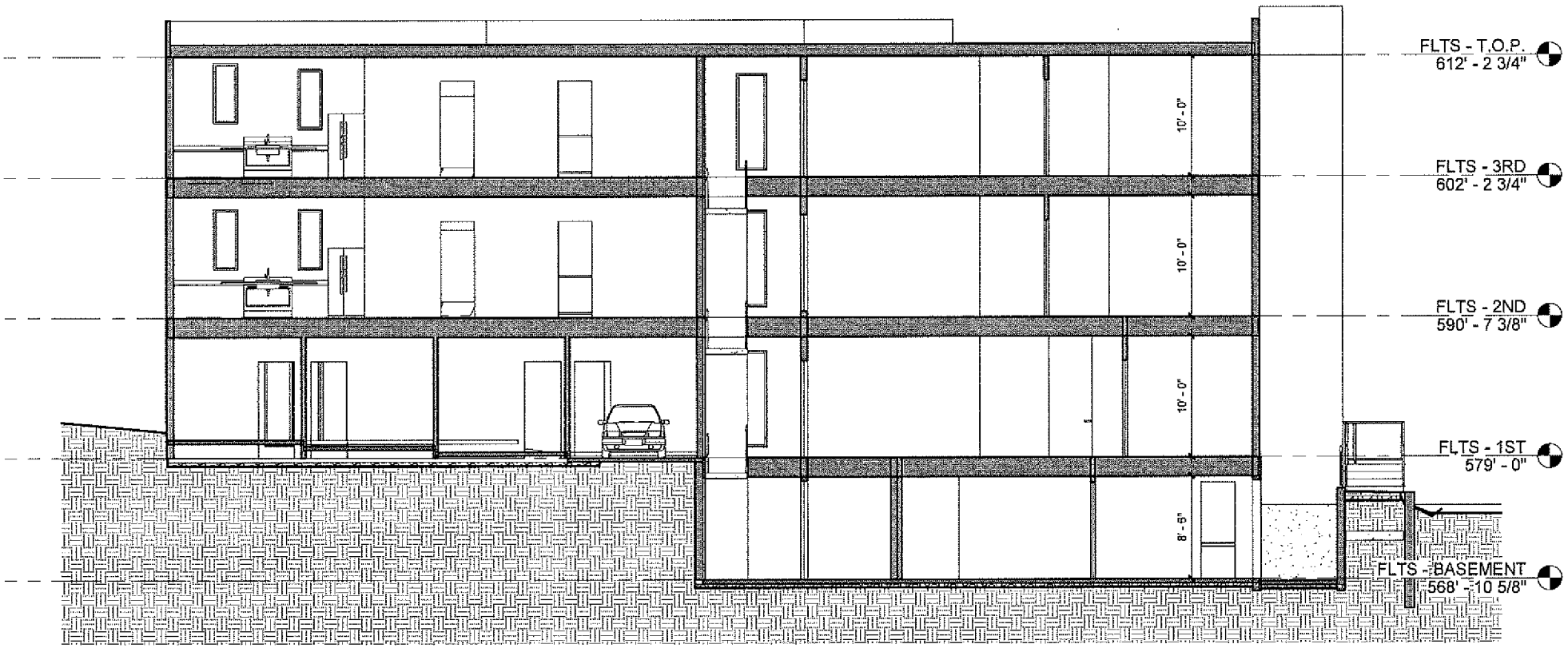
20221208012759

SMITH GEE STUDIO
ARCHITECTURE URBAN DESIGN INTERIORS

3105 BELWOOD MF
3105 BELWOOD ST
NASHVILLE, TN
37777

FLATS PLAN

21091.00
10/24/22



20221208012759

SMITH GEE STUDIO
ARCHITECTURE URBAN DESIGN INTERIORS

3105 BELWOOD MF
3105 BELWOOD ST
NASHVILLE, TN
37777

SECTION - FLATS

21091.00
10/19/22

EXHIBIT "C"

ALLOCATED INTERESTS OF
3107 Belwood Condominiums

Unit No.	Sq. Footage	% Share in Common Elements And Expenses	Votes
A	3,092	18.06	1
B	3,092	18.06	1
C	3,357	19.62	1
D	2,005	11.71	1
E	2,073	12.11	1
F	2,006	11.72	1
G	1,493	8.72	1
Total	17,118	100.00	

202212080127759

EXHIBIT "D"
CHARTER
For
3107 Belwood Condominiums Homeowner's Association, Inc.

202212080127759

Tre Hargett
Secretary of State

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

Filing Information

Name: **3107 Belwood Condominiums Homeowner's Association, Inc.**

General Information

SOS Control #	**001165638**	Formation Locale:	TENNESSEE
Filing Type:	Nonprofit Corporation - Domestic	Date Formed:	02/01/2021
	02/01/2021 2:43 PM	Fiscal Year Close	12
Status:	Active		
Duration Term:	Perpetual		
Public/Mutual Benefit:	Mutual		

Registered Agent Address
3107 Belwood Condominiums Homeowner's Association
SUITE 9
4012 HILLSBORO ROAD
NASHVILLE, TN 37215

Principal Address
SUITE 9
4012 HILLSBORO PIKE
NASHVILLE, TN 37215

The following document(s) was/were filed in this office on the date(s) indicated below:

Date Filed	Filing Description	Image #
10/31/2022	Application for Reinstatement	B1297-0589
	Filing Status Changed From: Inactive - Dissolved (Administrative) To: Active	
	Inactive Date Changed From: 08/09/2022 To: No Value	
10/31/2022	Articles of Amendment	B1297-0591
	Filing Name Changed From: 3107 Belwood Townhomes Homeowner's Association, Inc. To: 3107 Belwood Condominiums Homeowner's Association, Inc.	
	Registered Agent Organization Name Changed From: 3107 BELWOOD TOWNHOMES HOMEOWNER'S ASSOCIATION, INC. To: 3107 BELWOOD CONDOMINIUMS HOMEOWNER'S ASSOCIATION, INC.	
10/17/2022	2021 Annual Report	B1267-9872
	Principal Address 1 Changed From: 7127 CROSSROADS BLVD To: 4012 HILLSBORO PIKE	
	Principal Address 2 Changed From: STE 102 To: SUITE 9	
	Principal City Changed From: BRENTWOOD To: NASHVILLE	
	Principal Postal Code Changed From: 37027-2827 To: 37215	
	Principal County Changed From: WILLIAMSON COUNTY To: DAVIDSON COUNTY	
	Registered Agent Physical Address 1 Changed From: 7127 CROSSROADS BLVD To: 4012 HILLSBORO ROAD	
	Registered Agent Physical Address 2 Changed From: STE 102 To: SUITE 9	
	Registered Agent Physical City Changed From: BRENTWOOD To: NASHVILLE	

Filing Information

Name: **3107 Belwood Condominiums Homeowner's Association, Inc.**

Registered Agent Physical County Changed From: WILLIAMSON COUNTY To: DAVIDSON COUNTY	
Registered Agent Physical Postal Code Changed From: 37027-2827 To: 37215	
08/09/2022 Dissolution/Revocation - Administrative	B1261-1571
Filing Status Changed From: Active To: Inactive - Dissolved (Administrative)	
Inactive Date Changed From: No Value To: 08/09/2022	
06/03/2022 Notice of Determination	B1227-4715
02/01/2021 Initial Filing	B0978-0774

Active Assumed Names (if any)	Date	Expires

202212080127759

EXHIBIT "E"

BY-LAWS
For
3107 Belwood Condominiums
Homeowner's Association, Inc.

ARTICLE I
Name and Location

Name and Location: The name of the Association is 3107 Belwood Condominiums Homeowner's Association, Inc. a Tennessee not for profit corporation (the "Association"). The principal office of the Association shall be located at 4012 Hillsboro Pike, Suite 9, Nashville, TN 37215 unless otherwise indicated.

ARTICLE II
Members
(Unit Owners)

Section 1. Eligibility. The Members of 3107 Belwood Condominiums Homeowner's Association, Inc., a Tennessee not for profit corporation shall consist of the Unit Owners of the horizontal property regime known as 3107 Belwood Condominiums located in Nashville, Tennessee (the "Property"), which has been submitted and is subject to the Horizontal Property Act of the State of Tennessee (the "Act"). If a Unit Owner is a trust, then the member shall be a beneficiary of such trust, and if a Unit Owner of such a beneficiary is a corporation or partnership, the member may be an officer, partner or employee of such Unit Owner or beneficiary.

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

Section 3. Regular Meetings. The first regular annual meeting of Unit Owners (the "First Meeting") shall be held, not less than one (1) year after Developer has conveyed and delivered the deed for the first Unit. Subsequent to the First Meeting, there shall be a regular annual meeting of Unit Owners held each year within fifteen (15) days of the anniversary of the First Meeting. All such meetings of Unit Owners shall be held at such place in Davidson County, Tennessee, and at such time as specified in the written notice of such meeting which shall be delivered to all Unit Owners at least ten (10) days prior to the date of such meeting.

Section 4. Special Meetings. Special meetings of Unit Owners may be called by the

President or by a majority of the Directors of the Association, or by Unit Owners having at least one-half (1/2) of the votes entitled to be cast at such meeting. Special meetings shall be called by delivering written notice to all Unit Owners not less than ten (10) days prior to the meeting, stating the date, time and place of the special meeting and the matters to be considered.

Section 5. Delivery of Notice of Meeting. Notices of meetings shall be delivered either personally or by mail to Unit Owners at the addresses given to the Board by Unit Owners for such purpose, or to a Unit Owner's Unit if no separate address for such purpose has been given to the Board.

Section 6. Voting. Each Unit Owner, including the Developer, shall be entitled to the number of votes provided for in the Declaration. If any Unit Owner consists of more than one person, the voting rights of such Unit shall not be divided, but shall be exercised as if all Unit Owners consisted of one person in accordance with the proxy or other designation made by the persons constituting such Unit Owner. In the event of disagreement among such persons, and an attempt by two or more of them to cast such vote, such persons shall not be recognized, and such vote shall not be counted.

At all meetings, each member may vote in person or by proxy. All proxies shall be in writing and filed with the Secretary of the Association prior to such meeting. Every proxy shall be revocable and shall automatically cease upon conveyance by the member of his Unit.

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

Section 7. Quorum A quorum of Unit Owners for any meeting shall be constituted by Unit Owners represented in person or by proxy and holding a majority of the votes of the membership of the Association entitled to be cast at such meeting.

ARTICLE III
Board of Directors

Section 1. Number, Election and Term of Office.

1. (a) The Board of Directors of the Association (referred to in the Act) as the "board of administrators" and sometimes referred to herein as the "Board") shall consist of three (3) members (hereinafter referred to as "Directors"). Directors shall be elected at the regular annual meetings of Association members by a

plurality of the votes cast, except that until such time as the First Meeting of members is held, the initial Board of Directors (hereinafter called the "First Board" when referring specifically to such Board; otherwise, the term 'Board" shall include the "First Board") shall consist of three (3) persons appointed by the Developer. The Developer may, but shall not be obligated to do so, appoint an Advisory Board of Directors, consisting of three Unit Owners, during the term of the First Board. Such Advisory Board shall have no authority to manage the affairs of the Association, but may, upon invitation, meet with the First Board from time to time.

2. (b) Except for the First Board, those candidates for election as Director receiving the greatest number of votes cast either in person or by proxy at the regular annual meeting, or special meeting in the case of removal in the manner elsewhere provided, shall be elected.

(c) Every Director, except for members of the First Board and members of the Board elected at the First Meeting, shall hold office until such time as they choose to resign or are removed from the board.

Section 2. Qualification. Except for members of the First Board, each Director shall be a Unit Owner or the spouse of a Unit Owner (or, if a Unit Owner is a trustee of a trust, a Director may be a beneficiary of such trust; and if a Unit Owner or such a beneficiary is a corporation or partnership, a Director may be an officer, partner or employee of such Unit Owner or beneficiary). If a Director shall cease to meet such qualifications during his term, he shall thereupon cease to be a Director and his place on the Board shall be deemed vacant.

Section 3. Vacancies. Except as to vacancies occasioned by the removal of Directors by Unit Owners, any vacancy occurring in the Board shall be filled by majority vote of the remaining members thereof, except that a vacant position on the Board which was last filled by a member of the First Board may be filled by a person appointed by Developer. Any Director so elected or appointed to fill a vacancy shall hold office for a term equal to the unexpired term of the Director whom he succeeds.

Section 4. Nomination. Nomination for election to the Board shall be made by a Nominating Committee which shall consist of three (3) members appointed (i) by the Board to serve from the close of one annual meeting to the close of the succeeding annual meeting, such appointed to be announced at the annual meeting, or (ii) by the First Board prior to the First Meeting. Such appointment shall be announced at the annual meeting. The Nominating Committee may nominate any number of qualified individuals, but no less than the number of Directors to be elected. The nominations shall be made at least thirty (30) days prior to the annual meeting, and a brief statement about the qualifications of each individual so nominated shall be included with the notice of the annual meeting. Nominations shall also be allowed from the members at the regular annual meeting.

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Section 5. Meetings. A regular annual meeting of the Board shall be held within ten (10) days following the regular annual meeting of Unit Owners. Special meetings of the Board shall be held upon call by the President or by a majority of the Board on not less than forty-eight (48) hours notice in writing to each Director, delivered personally or by mail or telegram. Any Director may waive notice of a meeting, or consent to the holding of a meeting without notice, or consent to any action proposed to be taken by the Board without a meeting. A Director's attendance at a meeting shall constitute his waiver of notice of said meeting.

Section 6. Removal. Any Director may be removed from office with or without cause by a two-thirds (2/3) vote of Unit Owners at a regular or special meeting of the Unit Owners called for that purpose. The vacancy in the Board of Directors so created shall be filled by the Unit Owners at the same meeting.

Section 7. Compensation. Directors shall receive no compensation for their services as Directors, unless expressly provided for in resolutions duly adopted by Unit Owners.

Section 8. Quorum. Two (2) Directors shall constitute a quorum.

Section 9. Powers and Duties The Board shall have the following powers and duties:

(a) to elect and remove the officers of the Association;

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

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

(d) to formulate policies for the administration, management and operation of the Property and the Common Elements;

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

(f) to provide for the maintenance, repair, and replacement of the Common Elements and payments therefor, and to approve payment vouchers or to delegate such approval to the officers or the manager or Managing Agent;

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

(h) to appoint committees of the Board and to delegate to such committees the Board's authority to carry out certain duties of the Board;

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

(j) to fix the estimated annual budget, and to provide the manner of assessing and collecting from Unit Owners their respective shares of such estimated expenses, as hereinafter provided;

(k) to enter into any lease agreement for lease of premises suitable for use as guest or custodian apartments, upon such terms as the Board may approve;

(l) to borrow money for the purpose of repair or restoration of Common Elements without the approval of the members of the Association;

(m) to secure insurance policies as required by the Declaration, and in this regard, annually to review the amounts of coverage afforded by such policies.

(n) unless otherwise provided herein or in the Declaration, to comply with the instructions expressed in resolutions duly adopted at any annual or special meeting of Unit Owners by a majority vote of the Unit Owners at such meeting;

(o) to exercise all other powers and duties of Unit Owners as a group referred to in the Horizontal Property Act of the State of Tennessee, or in the Declaration or these By-Laws.

Section 10. Authority of Board to Act for Association. Whenever in these By-Laws the Association is give the power to take any action, it is the intention of these By-Laws that the Board shall act for the Association in all cases, except and to the extent that it is expressly provided that action he taken upon vote of the Unit Owners.

Section 11. Non-Delegation. Nothing in these By-Laws shall be considered to grant to the Board, the Association, or to the officers of the Association, any powers or duties which, by law, have been delegated to Unit Owners.

ARTICLE IV
Officers

Section 1. Designation. At each regular annual meeting of the Board, the Directors present at such meeting shall elect the following officers of the Association by a majority vote:

(a) a President, who shall be a Director, who shall preside over meetings of the Board and of Unit Owners, and who shall be the chief executive officer of the Association;

(b) a Secretary, who shall keep the minutes of all meetings of the Board and of Unit Owners, and who shall, in general, perform all the duties incident to the office of Secretary, and who may be a representative of the Managing Agent;

(c) a Treasurer, who shall be responsible for financial records and books of account and the manner in which such records and books are kept and reported; and,

(d) and any and all such additional officers as the Board shall see fit to elect.

Prior to the first regular annual meeting of the Board, the officers of the Association shall be elected by a majority vote of the First Board appointed by the Developer.

Section 2. Powers. The respective officers shall have the general powers usually vested in such officers, provided that the Board may delegate any specific powers to any other officer or impose such limitations or restrictions upon the powers of any officer as the Board may see fit.

Section 3. Term of Office. Each officer shall hold office for the term of one (1) year and until his successor shall have been appointed or elected and qualified.

Section 4. Vacancies. Vacancies in any office shall be filled by the Board by a majority vote of the remaining members thereof at a special meeting of said Board. Any person or party so elected to fill a vacancy shall hold office for a term equal to the unexpired term of the officer he succeeds. Any officer may be removed for cause at any time by vote of two-thirds (2/3) of the total membership of the Board at a special meeting thereof.

Section 5. Compensation. The officers shall receive no compensation for their services as officers, unless expressly provided for in a resolution duly adopted by Unit Owners.

ARTICLE V
Assessments

Section 1. Annual Budget The Board shall cause to be prepared an estimated annual budget for each fiscal year of the Association. Such budget shall take into account the estimated common expenses and cash requirements for the year, including, but not limited to, salaries, wages, payroll taxes, legal and accounting fees, working capital fund, supplies, materials, parts, services, maintenance, repairs, replacements, landscaping, insurance, fuel, power, and all other common expenses. To the extent that the assessments and other cash income collected from Unit Owners during the preceding year shall be more or less than the expenditures for such preceding year, the surplus or deficit, as the case may be, shall also be taken into account. The annual budget shall all take into account the estimated net available cash income for the year from the lease, operation or use of the Common Elements. The annual budget shall provide for a reserve for contingencies for the year and replacements, in reasonable amounts as determined by the Board.

Section 2. Assessments. The estimated annual budget for each fiscal year shall be approved by the Board, and, except for the budget for the first fiscal year, copies thereof shall be furnished by the Board to each Unit Owner, not later than thirty (30) days prior to the beginning of such year. On or before the first day of the first month and of each succeeding month of the year covered by the annual budget, each Unit Owner shall pay, as his respective monthly assessment for the common expenses, one-twelfth (1/12) of his proportionate share of the common expenses for such year as shown by the annual budget. The proportionate share for each Unit Owner shall be based upon his respective ownership interest in the Common Elements. In the event that the Board shall not approve an estimated annual budget or shall fail to determine new monthly assessments for any year, or shall be delayed in doing so, each Unit Owner shall continue to pay each month the amount of his respective monthly assessment as last determined. Each Unit Owner shall pay his monthly assessment on or before the first day of each month to the Managing Agent or otherwise as directed by the Board. No Unit Owner shall be relieved of his obligation to pay any assessment by abandoning or not using his Unit, the Common Elements, or the Limited Common Elements.

Section 3. Partial Year or Month. For the first fiscal year, the annual budget shall be as approved by the First Board. If such first fiscal year, or any succeeding fiscal year, shall be less than a full year, then the monthly assessments for each Unit Owner shall be proportionate to the number of months and days in such period covered by such budget. Commencing with the date of ownership of his Unit, each Unit Owner shall pay his assessment for the following month or fraction of a month, which assessment shall be in proportion to his respective ownership interest in the Common Elements and the number of months and days remaining of the period covered by the current annual budget, and which assessment shall be computed by the Board.

Section 4. Annual Report. Within ninety (90) days after the end of each fiscal year covered by an annual budget, or as soon thereafter as practicable, the Board shall cause to be furnished to each Unit Owner a statement for such year, showing the receipts and expenditures

and such other information as the Board may deem desirable.

Section 5. Supplemental Budget. In the event that, during the course of any year, it shall appear to the Board that the monthly assessments, determined in accordance with the estimated annual budget for such year, are insufficient or inadequate to cover the estimated common expenses for the remainder of such year, then the Board shall prepare and approve a supplemental budget covering the estimated deficiency for the remainder of such year, copies of which supplemental budget shall be furnished to each Unit Owner, and thereupon a supplemental assessment shall be made to each Unit Owner for his proportionate share of such supplemental budget.

Section 6. Expenditures. Except for the Management Agreement described in Article 11, Section 9(c) hereof and expenditures and contracts specifically authorized by the Declaration and By-Laws, the Board shall not approve any non-budgeted expenditure in an amount in excess of ten percent (10%) of the annual budget for the then current year, unless required for emergency repair, protection or operation of the Common Elements or Limited Common Elements, nor enter into any contract for more than three (3) years, without the prior approval of two-thirds (2/3) of the votes of Association members who are voting in person or by proxy at a meeting duly called for this purpose.

Section 7. Lien. It shall be the duty of every Unit Owner to pay his proportionate share of the common expenses as provided in the Declaration, and as assessed in the manner herein provided.

If any Unit Owner shall fail or refuse to make any such payment of assessments when due, such delinquent payment shall be subject to a late charge in an amount established by the Board, and such delinquent payment shall also bear interest at the rate of ten percent (10%) per annum. Such delinquent payment, together with penalty and interest, shall constitute a lien, as provided in the Act, enforceable by the Board, on the interest of such Unit Owner in the Property.

The Association, or its successors and assigns, acting through the Board or its agents, shall have the right to maintain a suit to foreclose any such lien, and there shall be added to the amount due the costs of said suit and other fees and expenses, together with legal interest and reasonable attorney's fees to be fixed by the court. Furthermore, if any Unit Owner shall fail or refuse to pay when due his proportionate share of the common expenses, and such Unit Owner withholds payment thereof after demand by the Association in writing setting forth the amount claimed, the Association shall have the right to possession of such Unit. The Association, acting through the Board, shall have the authority to exercise and enforce any and all rights and remedies as provided for in the Act, the Declaration, or these By-Laws, or as are otherwise available at law or in equity, for the collection of all unpaid assessments.

Section 8. Records and Statement of Account. The Board shall cause to be kept detailed and accurate records in chronological order of its receipts and expenditures affecting the

common Elements, specifying and itemizing the common expenses incurred. Payment vouchers may be approved in such manner as the Board may determine.

The Board shall, upon receipt of ten (10) days' written notice to the Association and upon payment of a reasonable fee, furnish to any Unit Owner a statement of his account setting forth the amount of any unpaid assessment or other charges due and owing from such Unit Owner.

Section 9. Discharge of Liens. The Board may cause the Association to discharge any mechanic's lien or other encumbrance which in the opinion of the Board may constitute a lien against the Property or the Common Elements, rather than a lien against only a particular Unit. When less than all the Unit Owners are responsible for the existence of any such lien, the Unit Owners responsible shall be jointly and severally liable for the amount necessary to discharge the same and for all costs and expenses, including attorney's fees, incurred by reason of such lien.

Section 10. Holding of Funds. All funds collected hereunder shall be held and expended for the purposes designated herein, and (except for such special assessments as may be levied hereunder against less than all the Unit Owners and for such adjustments as may be required to reflect delinquent or prepaid assessments) shall be deemed to be held for the benefit, use and account of all the Unit Owners in the percentages set forth on Exhibit D to the Declaration.

ARTICLE VI
Contractual Powers

No contract or other transaction between this Association and one or more of its Directors, or between the Association and any corporation, firm or association in which one or more of the Directors of the Association are Directors, or are financially interested, is voidable because such Director or Directors are present at the meeting of the Board or a committee thereof which authorizes or approves the contract or transaction or because his or their votes are counted, if the circumstances specified in either of the following subparagraphs exists:

(a) the fact of the common directorship or financial interest is disclosed or known to the Board or committee and noted in the minutes and the Board or committee authorizes, approves or ratifies the contract or transaction in good faith by a vote sufficient for the purpose without counting the vote or votes of such Director or Directors; or

(b) The contract or transaction is just and reasonable as to the Association at the time it is authorized or approved.

Common or interested Directors may be counted in determining the presence of a quorum at a meeting of the Board or a committee thereof which authorizes, approves or ratifies a contract or transaction.

ARTICLE VII
Amendments

These By-Laws may be amended or modified from time to time by action or approval of not less than seventy five and No/100 percent (75%) of the Unit Owners. Such amendments shall be recorded in the office of the Register's Office, Davidson County, Tennessee.

ARTICLE VIII
Indemnification

Section 1. General. To the extent permitted by law, the Association shall indemnity and hold harmless each of its Directors and officers, each member of any committee appointed pursuant to these By-Laws, the Board, and the Developer against all contractual and other liabilities to others arising out of contracts made by, or other acts of, such Directors, officers, Board committee members or Developer, for or on behalf of the Unit Owners, or arising out of their status as directors, board officers, committee members or Developer, unless any such contract or act shall have been made fraudulently or with gross negligence or criminal intent. It is intended that the foregoing indemnification shall include indemnification against all costs and expenses (including, but not limited to, counsel fees, amounts of judgments paid and amounts paid in settlement) reasonably incurred in connection with the defense of any claim, action, suit or proceeding, whether civil, criminal, administrative or otherwise, in which any such Director, officer, or committee member may be involved by virtue of such person's being or having been such Director, officer, or committee member, provided, however, that such indemnity shall not be operative with respect to (a) any matter as to which such person shall have been finally adjudged in such action, suit or proceeding to be liable for gross negligence or fraud in the performance of his duties as such Director, officer, or committee member, or (b) any matter settled or compromised, unless, in the opinion of independent counsel selected by or in a manner determined by the Board, there is not reasonable ground for such person's being adjudged liable for gross negligence or fraud in the performance of his duties as such Director, officer, or committee member.

Section 2. Success on Merits. To the extent that a member of the Board, or an officer of the Association, or a member of any committee appointed pursuant to these By-Laws has been successful on the merits or otherwise in defense of any action, suit or proceeding referred to in Section 1, or in defense of any claim, issue or matter therein, he shall be indemnified against expenses (including attorney's fees) actually and reasonably incurred by him in connection therewith.

Section 3. Advance Payment Expenses incurred in defending a civil or criminal action, suit or proceeding may be paid by the Association in advance of the final disposition of such action, suit or proceeding as authorized by the Board in the specific case upon receipt of an undertaking by or on behalf of the person or entity seeking such indemnification or payment in advance to repay such amount unless it shall ultimately be determined that he is entitled to be indemnified by the Association as authorized in this Article VII.

Section 4. Miscellaneous. The Association and the Board shall have the power to raise and the responsibility for raising, by special assessment or otherwise, any sums required to discharge its obligations under this Article; provided, however, that the liability of any Unit Owner arising out of any contract made by or other acts of the Directors, officers, or members of such committees, or out of the aforesaid indemnity in favor of the Directors, officers, or members of such committees, shall be limited to such proportion of the total liability hereunder as said Unit Owner's percentage of interest in the Common Elements bears to the total percentage interest of all Unit Owners in the Common Elements. Every agreement made by the Directors, officers, or members of such committees, or by the Managing Agent on behalf of Unit Owners shall provide that the Directors, officers, members of such committees, or the Managing Agent, as the case may be, are acting only as agents for Unit Owners and shall have no personal liability thereunder (except as Unit Owners), and that each Unit Owner's liability thereunder shall be limited to such proportion of the total liability thereunder as his percentage of interest in the Common Elements bears to the total percentage interest of all Unit Owners in the Common Elements. The indemnification provided by this Article VII shall not be deemed exclusive of any other rights to which those seeking indemnification may be entitled under any statute, agreement, vote of members of the Association, or disinterested members of the Board or otherwise, both as to action in his official capacity and as to action in another capacity while holding such office. Such right to indemnification shall continue as to a person or entity who has ceased to be a member of the Board, officer of the Association, or a member of such committee, and shall inure to the benefit of the heirs, executors, administrators, successors and assigns of such person or entity.

ARTICLE IX
Mortgages

Section 1. Notice to Board. A Unit Owner who mortgages his Unit shall notify the Board of the name and address of his mortgagee and shall file a conformed copy of the note and deed of trust or mortgage with the Board; and the Board shall maintain such information in a book entitled "Mortgages of Units."

Section. 2. Notice of Unpaid Common Charges. The Board, whenever so requested in writing by a mortgagee of a Unit, shall promptly report any then unpaid common charges due from, or any other default by, the owner of the mortgaged Unit.

Section 3. Notice of Default. The Board, when giving notice to a Unit Owner of a default in paying common charges or other default, shall send a copy of such notice to each holder of a mortgage covering such Unit whose name and address has theretofore been furnished to the Board.

Section 4. Examination of Books. Each Unit Owner and each mortgagee of a Unit shall be permitted to examine the books of account of the Association at reasonable times, on business days, but not more often than once a month.

Section 5. Interest of Valid First Mortgagee. The interest of a valid first mortgagee shall be superior to the interest of the Board in the event of a default, and nothing in this instrument shall be construed to the contrary. If the first mortgagee has incorporated the terms of these By-Laws and the Declaration in its deed of trust, then said first mortgagee may at its option declare a default in its deed of trust by reason of any default hereunder, and may proceed to enforce its rights according to the terms of the deed of trust notwithstanding any enforcement instituted by the Board.

ARTICLE X
Definition of Terms

The terms used in these By-Laws, to the extent they are defined therein, shall have the same meaning as set forth in the Declaration of Covenants, Conditions and Restrictions for 3107 Belwood Condominiums, a Horizontal Property Regime, of record in the Register's Office of Davidson County, Tennessee.

The term "member" as used in these By-Laws, means "Unit Owner" as defined in the Declaration

ARTICLE XI
Conflicts

These By-Laws are set forth to comply with the requirements of Section 66-27-101 et. Seq. of the Tennessee Code Annotated, as it may be amended from time to time, and to allow the By-Laws to control in specific situations where such law allows. In the event any of the By-Laws conflict with the provisions of said statue or of the Declaration the provisions of said statute or of the Declaration, as the case may be, shall control.

Effective the Day and Date of Filing.

CERTIFICATE OF AUTHENTICITY

I, K. Thomas Sidwell, do hereby make oath that I am a licensed attorney and/or 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 7th day of December, 2022.

K. Thomas Sidwell
Date: 12-7-2022

STATE OF TN

COUNTY OF Williamson

Sworn to and subscribed before me this 7th day of December, 2022.

Kimberly D Hicks

Notary Public
My Commission Expires: 1-21-26

