Karen Johnson Davidson County
Batch# 1022628 REST
07/05/2023 01:59:30 PM 37 pgs
Fees: $187.00 Taxes: $0.00
20230705-0051371

THIS INSTRUMENT PREPARED BY:
SCOTT D. WEISS, ESQ., CCAL
Ortale Kelley Law Firm
CMT Building
330 Commerce Street, Suite 110
Nashville, Tennessee 37201

DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS
For
478 Radnor Street Homeowners Association, Inc.

THIS Declaration of Covenants, Conditions and Restrictions for 478 Radnor Street Homeowners Association, Inc. ("Declaration"), is made and entered into by PNI, LLC, hereinafter referred to as the "Declarant" (or "Developer" or "Declarant").

W I T N E S S E T H:

WHEREAS, by Deed of record in Record in Instrument No. 20170504-0044188 the Declarant is the record owner and holder of the legal title in and to certain property situated in Davidson County, Tennessee, and more particularly described on Exhibit "A" attached (hereinafter referred to as the "Property"); and,

WHEREAS, Declarant desires to establish for its own benefit and for the mutual benefit of all future owners or occupants of the Property or any part thereof, and intends that all future owners, occupants, mortgagees and other Persons hereafter having any interest in the Property shall hold said interest subject to certain rights, easements and privileges in, over and upon the Property and certain mutually beneficial covenants, conditions, restrictions and obligations with respect to the proper use, conduct and maintenance thereof, all as more particularly hereinafter set forth, all of which are declared to be in furtherance of a plan to promote and protect the cooperative aspects of ownership and use of the Property and are established for the purpose of enhancing and perfecting the value, desirability and attractiveness of the Property;

NOW, THEREFORE, Declarant hereby declares that the Property shall be held, sold and conveyed subject to the following covenants, conditions and restrictions, which are established for the purpose of protecting the value and desirability of the Property, which shall run with the title to the Property and shall be binding upon all parties having any right, title or interest in the described properties or any part therein, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof and further declares as follows:

ARTICLE I
DEFINITIONS

Section 1. "Annual Assessments" shall mean and refer to the assessments described in Article IV, paragraph 1.

Section 2. "Association" shall mean and refer to 478 Radnor Street Homeowners Association, Inc., a Tennessee not-for-profit corporation.

Section 3. "Attorney's Opinion" shall mean the certificate attached hereto as Exhibit "C", prepared by Scott D. Weiss, Attorney at Law, an attorney licensed to practice law in the State of Tennessee, which states that all legal documents required by Tennessee Code Annotated §66-27-101, et seq., for the creation of a Planned Unit Development, are of record and therefor, a Planned Unit Development is created, as recited in the Act.

Section 4. "Board" means the Board of Directors for the 478 Radnor Street Homeowners Association, Inc., who shall be the Declarant until the period of developer control expires and control of the Association is turned over by the Developer to the Association, in which case the Board shall consist of the Owners of both Homes.

Section 5. "Builder" shall mean any party other than a Lot Owner who has purchased a Lot to construct improvements thereon or who has been hired by any Lot Owner to construct improvements upon a Lot owned by such Lot Owner.

Section 6. "By-Laws" shall mean the By-Laws of the 478 Radnor Street Homeowners Association, Inc., a Tennessee not-for-profit corporation, attached hereto as Exhibit "B" and made a part hereof. All provisions contained in the body of this Declaration dealing with the administration and maintenance of the properties shall be deemed to be part of the By-Laws.

Section 7. “Common Elements” or “Common Area” shall mean any areas shown on the recorded Plats as common elements or open space, all Property described in Exhibit “A” and/or all other elements desirable or rationally of common use or necessary to the existence, upkeep and safety of the Association and the Property owned by the Association including, without limitation, the entrance and other components related thereto. All Common Areas shall be maintained and landscaped by the Association and shall be reserved for the non-exclusive use, benefit and enjoyment of the Owners in the Association and their family members, tenants, invitees, agents and servants, subject to the conditions, restrictions and limitations imposed by this Declaration, the By-Laws, rules and regulations of the Association (collectively referred to as “Governing Documents”) and all Governing Document amendments.

Section 8. "Community-Wide Standard" shall mean the standard of conduct, maintenance, or other activity generally prevailing throughout the Property. Such standard may be more specifically determined by the Board of Directors and the Architectural Control Committee.

Section 9. "Declaration" shall mean and refer to this Declaration of Covenants, Conditions and Restrictions for 478 Radnor Street Homeowners Association, Inc. and recorded in the Office of the Register of Deeds for Davidson County, Tennessee.

Section 10. "Developer” or “Declarant” shall mean and refer to PNI, LLC, together with its designated successors and assigns.

Section 11. “House or Home” shall mean any improvement constructed upon any Lot as defined herein, for the purpose of providing residential housing to Lot Owners or other occupants thereof.

Section 12. “Improvement' shall mean any building, building addition, garage, landscaping, driveway, parking area, walkway, wall, fence, swimming pool, or utility service, or such other improvement or structure constructed or located upon all or any portion of the Property and/or Lot. It is intended that this definition of "Improvement" be broad in scope and is intended to encompass any man-made alteration of the condition of a Lot or the Common Areas.

Section 13. 'Lot" shall mean and refer to any Lot of land within the Property permitted to be used for single-family residential purposes and so designated on the Plat.

Section 14. "Member" shall mean every Owner as defined herein, who shall also be a Member of the Association, whether or not it shall be so expressly stated within such Owner's Deed.

Section 15. "Mortgagee" shall mean and refer to any holder of a first mortgage or deed of trust encumbering one or more Lots.

Section 16. "Owner" shall mean the person or persons whose estates or interests, individually or collectively, aggregate fee simple ownership of a Lot within the Property, and of membership within the Association, but an Owner shall not mean the Mortgagee or Beneficiary of a recorded mortgage or deed of trust who holds a lien solely for security purposes and does not have possession of any Lot. Unless specifically provided otherwise herein, Developer shall be deemed an Owner so long as it is the legal title holder of any Lot.

Section 17. "Plat" shall mean and refer to any Plat of record in the Register's Office for Davidson County, Tennessee which is, as of the date of this Declaration, a part of the Association and Property, or which may become a part of the Association and Property.

Section 18. "Private Elements" shall mean and include the lot area upon which the Unit is located and the improvements located thereon (as designated on the Site Plan attached hereto as Exhibit "A") for which fee simple ownership and exclusive use is reserved to that Unit only. Limited Common Elements located upon Private Elements shall be deemed Private Elements.

Section 19. "Property" shall mean and refer to that certain real property herein on Exhibit "A" and any and all recorded Plats, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 20. "Residence" or "Residential Use". Means the place where an Owner's or tenant's habitation is fixed and is where, during periods of absence, the Owner definitely intends to return. To determine whether a Home is being used as a Residence, the Board may consider the following criteria:

- Location of the person's occupation;
- Place of licensing or registration of the person's personal property;
- Place of payment of taxes which are governed by residence;
- Purpose for a person's presence in a particular place; or,
- Place of the person's licensing for activities such as driving.

Section 21. "Short-term rental Unit" or "STR" means a House that is rented wholly or partially for a fee for a period of between one (1) and one hundred seventy-nine (179) continuous days.

Section 22. "Single-Family" shall mean an individual, or two or more persons related by blood, marriage or law, or, unless otherwise required by federal or state law, a group of not more than three (3) unrelated persons living together in a House. Servants and temporary nonpaying guests having common housekeeping facilities with a family are a part of the Single-Family.

ARTICLE II
PROPERTY RIGHTS

Section 1. Owners' Easements of Enjoyment. Every Owner shall have a right and easement of enjoyment in and to the Common Elements which shall be appurtenant to and shall pass with the title to each Lot, subject to the following provisions:

(a) The right of the Association to charge reasonable admission and other fees for the use of any recreational facility situated upon the Single-Family Common Area;

(c) The right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the Members.

Section 2. Delegation of Use. Any Owner may delegate, in accordance with the By-Laws, his right of enjoyment to the Common Elements and facilities to the members of his family, his tenants, or contract purchasers who reside on the property.

Section 3. Encroachments. If any portions of the Common Area shall actually encroach upon any Lot, or if any Lot shall actually encroach upon any portions of the Common Area, as the Common Areas and Lots are shown on recorded Plats, there shall be deemed to be mutual easements in favor of the Association as owner of the Common Areas and the respective Lot Owners involved, to the extent of such encroachments, so long as the same shall exist.

Section 4. Acceptance of Development. By the acceptance of a deed to a Lot, whether or not it shall be so expressed by such deed, any purchaser of a Lot shall be deemed to have accepted and approved the entire plans for the Property and all improvements constructed by that

date, including, without limitation, the utilities, drains, roads, landscaping, fences, gates, decorative masonry, or landscaping, and all other improvements as designated on the Plat and as may be supplemented by additional Plats upon the extension of the Declaration to the Additional Properties. Such purchaser agrees that improvements constructed after the date of purchase consistently with such plans and of the same quality of the then existing improvements shall be accepted.

Section 5. Security. Each Owner, Tenant and occupant of a House, and their respective guests and invitees, shall be responsible for their own personal safety and the security of their House and Lot in the Properties.

ARTICLE III
MEMBERSHIP AND VOTING

Section 1. Every Owner who is subject to assessments described herein shall also be a Member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment.

Section 2. The Association shall have only one (1) class of voting membership:

Class "A". Class "A" members shall be all Owners, which includes the Declarant for so long as Declarant owns any Lot within the Association and shall be entitled to one (1) vote for each Lot owned by such Owner. When more than one person holds an interest in any Lot, all such persons shall be Members. The vote count for such Lot shall be exercised as they determine, but in no event shall additional votes above what are granted herein, be due to multiple Owners of individual Lots.

ARTICLE IV
COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. The Declarant shall not be liable for the payment of annual assessments or charges, or for the payment of special assessments for capital improvements but shall pay for any budget shortfalls and expenses which may be incurred by the Association from time to time, as deemed necessary by

the Declarant, until such time that the Declarant sell both Lots. If both Owners agree in writing, all current Owners covenant and agree to pay to the Association: 1) annual assessments or charges, 2) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided, and 3), interest, late fees and fines as may be assessed by the Association from time to time for violations of any of the provisions of the Declaration, By-Laws or rules and regulations of the Association. If both Owners agree to pay the said assessments, the annual and special assessments, together with interest, costs, and reasonable attorney's fee, shall be a charge on the land and shall be a continuing lien upon the Lot and/or House against which each such assessment is made. Each such assessment, together with interest, costs, and reasonable attorney's fees, shall also be the personal obligation of the person who was the owner of such Lot and/or House at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to its successors in title unless expressly assumed by them. **If the Owners agree to pay assessments, no notice of lien other than this Declaration need be recorded to establish the validity of any such lien, and this Declaration shall stand as notice thereof**.

Section 2. Purpose of Assessments. If assessments are to be paid, the assessments levied by the Association shall be used exclusively to promote the health, safety and welfare of the residents in the properties, for the improvements, insurance and maintenance of amenities of the Common Elements, and to maintain an adequate reserve fund to provide for necessary repair and/or replacement of improvements to such Common Elements.

Section 3. Annual Assessment. If both Owners agree in writing, they may fix the annual assessment at an amount sufficient to meet all obligations of the Association and to deposit a reasonable monthly contribution to reserves.

Section 4. Special Assessments for Capital Improvements. In addition to the annual assessments authorized above, both Owners may agree in writing to pay a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement which is a part of the Common Elements, including fixtures and personal property related thereto.

Section 5. Uniform Rate of Assessment. If both Owners agree to pay assessments, then

both annual and special assessments shall be an amount equally divided by both Homes constructed within the Association; or may be calculated based upon per Lot square footage or per House square footage. All such annual and special assessments to be collected on a monthly or yearly basis in advance, at the option of the Board (or at any other reasonable basis as may from time to time, be established by the Board).

Section 6. Date of Commencement of Annual Assessments: Due dates. The annual assessments provided for herein shall commence as to each Lot on the day of the month of the conveyance to the Owner(s) other than the Declarant. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors shall fix the amount of the annual assessment against each Lot at least thirty (30) business days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Board of Directors.

(c) Mortgage and Deed of Trust Protection. The lien for assessments (if assessments are established by the Board) payable by an Owner shall be subordinate to the lien of a recorded first Mortgage or Deed of Trust on the interest of such Owner which become due and payable from and after the date on which the mortgagee or beneficiary thereunder either takes possession of the Lot and/or House encumbered thereby, accepts a conveyance of any interest therein (other than as security) or forecloses its Mortgage or Deed of Trust. Sale or transfer of any Lot or House shall not affect the assessment lien. This subparagraph shall not be amended, changed, modified, or rescinded without the prior written consent of all mortgagees and beneficiaries of record.

(c) Lien upon Foreclosure Proceeds. Upon the foreclosure of a first mortgage or deed of trust, the foreclosure and the sale shall be subject to the Association's lien created in Article IV, Section 1 herein, and the Association shall have a lien upon and be entitled to proceeds from the foreclosure sale to satisfy the lien for common expenses and assessments which would have become due in the absence of acceleration during the six (6) months immediately preceding institution of such foreclosure, but not exceeding one percent (1%) of the maximum principal indebtedness of the lien secured by the first mortgage or deed of trust.

Section 7. Effect of Delinquent and/or Nonpayment of Assessments: Remedies of the Association.

(a) If assessments are adopted by the Board, any assessment paid more than fifteen (15) calendar days after the due date shall be subject to and include a "late charge", as determined by the Board, to cover the extra expense involved in handling delinquent payments. In addition to the late charge hereinabove recited, any assessment not paid within thirty (30) calendar days after the due date shall bear interest at the rate of Ten (10%) Percent, per annum. Any and all delinquent assessments shall constitute a continuing lien against the Lot and/or House and improvements thereon. The Association may bring an action at law or equity against the Owner(s) personally obligated to pay the assessments and/or foreclose the lien against the property. Should enforcement be necessary, the Owner(s) shall be obligated to pay costs and attorney's fees associated therewith. If assessments are created by the Board, they will be independent covenants within this Declaration. No Owner(s) may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Elements, abandonment of the Lot or House or any other reason.

(b) If assessments are adopted by the Board, the obligation to pay Assessments is a separate and independent covenant on the part of each Owner, and each Owner, by acceptance of his or her deed or recorded contract of sale, is deemed to covenant and agree to pay these Assessments. No diminution or abatement of Assessment or set-off shall be claimed or allowed by reason of any alleged failure of the Association or Board to take some action or perform some function required to be taken or performed by the Association or Board under this Declaration or the Bylaws, or for inconvenience or discomfort arising from the making of repairs or improvements which are the responsibility of the Association, or from any action taken to comply with any law, ordinance, or with any order or directive of any municipal or other governmental authority.

If assessments are created by the Board, no sale or transfer shall relieve such lot from liability for any assessments thereafter becoming due or from the lien thereof.

(c) Non-Judicial Association Lien Foreclosure. This part intentionally left blank.

ARTICLE V

ARCHITECTURAL CONTROL

Section 1. Improvements. No building, fence, wall, other structure(s) or Improvement shall be commenced, erected or maintained upon the Properties, nor shall any exterior addition or Improvements to or change or alteration (including painting or re-painting) therein be made until the plans and specifications showing the nature, kind, shape, height, materials, color, and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Developer; and, after the conveyance of both Lots by Developer, any such building, fence, wall, other structure(s) or Improvement shall only be erected or maintained upon the Properties if it is consistent with the Community-Wide Standard.

Section 2. Architectural Control Committee ("ACC"). Intentionally left blank.

ARTICLE VI
INSURANCE

Section 1. Insurance. The Board of Directors or its duly authorized agent, shall have the authority to and may, but shall not be required to obtain insurance for all insurable improvements on the Common Area against loss or damage by fire or other hazards, including extended coverage, vandalism, and malicious mischief. This insurance shall be in an amount sufficient to cover the full replacement costs of any repair or reconstruction in the event of damage or destruction from any such hazard.

The Board also may but shall not be required to obtain a public liability policy covering the Common Area, Association and its Members for all damage or injury caused by the negligence of the Association or any of its Members or agents. If obtained, the public liability policy shall have at least a One Million Dollar ($1,000,000.00) single person limit as respects bodily injury and property damage, a One Million Dollar ($1,000,000.00) limit per occurrence, and a Five Hundred Thousand Dollar ($500,000.00) minimum property damage limit.

If obtained by the Board, premiums for all insurance required by this Article VI to be maintained by the Association shall be Common Expenses of the Association and shall be included in the annual assessment, as defined in Article IV herein. If obtained by the Board, the

policy or policies may contain a reasonable deductible, and the amount thereof shall be added to the face amount of the policy in determining whether the insurance at least equals the full replacement cost.

All such insurance coverage obtained by the Board of Directors shall be written in the name of the Association as Trustee for the benefited parties, as further identified in (b) below. Such insurance shall be governed by the provisions hereinafter set forth:

(a) All policies shall be written with a company licensed to do business in Tennessee and holding a rating of BBB+ or better in the Financial Category as established by A. M. Best Company, Inc., if reasonably available, or, if not available, the more nearly equivalent rating.

(b) In no event shall the insurance coverage obtained and maintained by the Association's Board of Directors hereunder be brought into contribution with insurance purchased by individual Owners, occupants, or their Mortgagees.

(c) All casualty insurance policies shall have an inflation guard endorsement, if reasonably available, and an agreed amount endorsement with an annual review by one or more qualified persons, at least one of whom must be in the real estate industry and familiar with construction in the Davidson County, Tennessee area.

(d) The Association's Board of Directors shall be required to make every reasonable effort to secure insurance policies that will provide for the following:

(i) a waiver of subrogation by the insurer as to any claims against the Association's Board of Directors, the Owners, and their respective tenants, servants, agents and guests;

(ii) a waiver by the insurer of its rights to repair, and reconstruct, instead of paying cash;

(iii) that no policy may be canceled, invalidated or suspended on account of the conduct of any one or more individual Owners;

(iv) that no policy may be canceled, invalidated, or suspended on account of the conduct of any Director, officer, or employee of the Association or its duly authorized agent without prior demand in writing delivered to the Association to cure the defect and the allowance of a reasonable time thereafter within which the defect may be cured by the Association, any Owner, or Mortgagee;

(v) that any "other insurance" clause in any policy exclude individual Owners'

policies from consideration; and

(vi) that no policy may be canceled or substantially modified without at least thirty (30) calendar days' prior written notice to the Association.

In addition to the other insurance permitted by this Section, the Board may obtain, as a Common Expense, worker's compensation insurance, if and to the extent necessary, and shall obtain a fidelity bond or bonds on directors, officers, employees, and other persons handling or responsible for the Association's funds. The amount of fidelity coverage shall be determined in the directors' best business judgment but may not be less than three (3) months' Assessments, plus reserves on hand. Bonds shall contain a waiver of all defenses based upon the exclusion of persons serving without compensation and may not be canceled or substantially modified without at least thirty (30) business days' prior written notice to the Association. The Board shall also obtain, as a Common Expense, a reasonably available amount of Directors and Officers Errors and Omissions insurance.

Section 2. Disbursement of Proceeds. If insurance is obtained pursuant to this Article, proceeds of insurance policies with respect to Common Elements shall be disbursed as follows:

(a) If the damage or destruction for which the proceeds are paid is to be repaired or reconstructed, the proceeds, or such portion thereof as may be required for such purpose, shall be disbursed in payment of such repairs or reconstruction as hereinafter provided. Any proceeds remaining after defraying such costs of repairs or reconstruction to the Common Area or, in the event no repair or construction is made, after making such settlement as is necessary and appropriate with the affected Owner or Owners and their Mortgagees shall be retained by and for the benefit of the Association and placed in a capital improvements account. This is a covenant for the benefit of any Mortgagee of a Lot and/or House and may be enforced by such Mortgagee.

(b) If it is determined, as provided for in Section 3 of this Article, that the damage or destruction to the Common Area for which the proceeds are paid shall not be repaired or reconstructed, such proceeds shall be disbursed a manner as may be determined by the Board.

Section 3. Damage or Destruction.

(a) If insurance if obtained pursuant to this Article, immediately after the damage or destruction by fire or other casualty to all or any part of the Property covered by insurance written in the name of the Association, the Board of Directors, or its duly

authorized agent, shall proceed with the filing and adjustment of all claims arising under such insurance and obtain reliable and detailed estimates of the costs of repair or reconstruction. Repair or reconstruction, as used in this paragraph, means repairing or restoring the Property to substantially the same condition in which it existed prior to the fire or other casualty.

(b) Any damage or destruction to the Common Elements shall be repaired or reconstructed unless at a Special Meeting called in accordance with the By-Laws at least seventy-five percent (75%) of the total eligible vote of the Association shall decide within sixty (60) calendar days after the casualty not to repair or reconstruct. If for any reason either the amount of the insurance proceeds to be paid as a result of such damage or destruction, or reliable and detailed estimates of the costs of repair or reconstruction, or both, are not made available to the Association within the sixty (60) calendar day period referenced above, then the period shall be extended until such information shall be made available; provided, however, such extension period shall not exceed sixty (60) calendar days. No mortgagee shall have the right to participate in the determination of whether the damage or destruction to the Common Elements shall be repaired or reconstructed. In the event that it should be determined by the Association in the manner described above that the damage or destruction of the Common Elements shall not be repaired or reconstructed and no alternative improvements are authorized, then the damaged portions of the Common Elements shall be restored to its natural state and maintained as an undeveloped portion of the Common Elements by the Association in a neat and attractive condition, including appropriate landscaping, and the remaining insurance proceeds shall be delivered pro rata to the Owners of each Lot and/or House.

Section 4. Repair and Reconstruction. If the damage or destruction to the Common Elements for which the insurance proceeds are paid is to be repaired or reconstructed, and such proceeds are not sufficient to defray the cost thereof, the Board of Directors shall, without the necessity of a vote of the Members, use reserve or capital improvements account funds, or may

levy a Special Assessment against all Owners. Additional Assessments may be made in like manner at any time during or following the completion of any repair or reconstruction.

Section 5. Condemnation. In the event of a taking of part of the Common Area in condemnation or by eminent domain, the award made for such taking shall be payable to the Association. If a majority of the Board in their sole and absolute discretion, approves the repair and restoration of such Common Area, the Board shall arrange for the repair and restoration of such Common Areas and the Board shall disburse the proceeds of such awards to the contractors engaged in such repair and restoration in appropriate progress payments. In the event the Board does not approve the repair and commencement of restoration of such Common Areas within one hundred twenty (120) calendar days after taking by the public or private authority, the Board shall disburse the net proceeds of such award on an equal basis to each record Owner (and any mortgagee having a security interest in said Lot).

ARTICLE VII
CONSTRUCTION RESTRICTIONS

Section 1. Single Family Residential Construction. No building including outbuildings and gazebos shall be erected, altered or permitted to remain on any Lot other than one (1) Single-Family residential dwelling not to exceed three (3) stories in height, which may, but shall not be required, to have an attached private garage for no less than two (2) cars and such garage shall not exceed the main dwelling in height. No such garage shall be constructed without prior written request from and written approval from the Board in accordance with Article V herein.

Section 2. Driveways. All driveways and turnaround areas shall be paved with concrete, asphalt or approved equal. Crushed brown or brown pea gravel may be used, but crushed limestone as the cover aggregate is expressly prohibited either with or without asphalt. All driveways shall be sealed as needed with a sealer designed for the type of concrete currently in place. Sealers shall be high-gloss wet look clear or brown tinted product which is non-yellowing and UV resistant. Sidewalks within street right of ways shall be concrete.

Section 3. Garages. No detached, attached or a garage of any kind shall be constructed

upon any Lot or attached to any Home.

Section 4. Swimming Pools. Swimming pools must be built in accordance with local ordinances, zoning regulations and building code and shall require written approval prior to installation by the ARC in accordance with Article V herein. Swimming pools shall be fenced as a safety precaution and shall meet the following specifications:

i. The fence shall be a minimum of four (4) feet high and shall encompass the pool area to prevent unauthorized entry.
ii. The bottom of the fence shall be constructed no more than four (4) inches from the ground (finished grade) level.
iii. Openings in the fence shall not permit the passage of a four (4) inch sphere.
iv. The fence shall be permanently constructed, maintained, and made of durable materials. Temporary safety measures such as fences erected by using "T" fence posts and made of nylon webbing, chicken wire, and other similar materials shall not meet this standard.
v. Access gates shall meet the same minimum standards as outlined above for fences, open outward away from the pool, and shall be self-closing and self-latching.
vi. Fences shall be required and maintained for the life of the swimming pool.

ARTICLE VIII
USE RESTRICTIONS

In addition to the Architectural Standards and Controls recited in Article V, above, the following restrictions shall encumber the Property:

Section 1. Incinerators for garbage, trash or other refuse shall not be used nor permitted to be erected or placed upon any Lot. Any and all equipment, air conditioner condensers, woodpiles, garbage cans, refuse or storage piles placed on any Lot, whether temporary or permanent, shall be underground or walled in to conceal the same from view of roads, streets and Common Areas; and to the extent reasonably possible, also from the view of neighboring Lots and Homes. The Association must approve plans for all screening walls and enclosures.

Section 2. Building Materials. No lumber, brick, stone, block, concrete or other building materials, nor any other thing used for building purposes shall be stored on any Lot, except for the purpose of construction of Improvements upon such Lot, and then only for such length of

time as is reasonably necessary for the construction of the Improvements then in progress.

Section 3. Satellite Dishes. No exterior television or radio antennae and no satellite dish shall be more than one (1) meter in diameter. Outdoor television and dish antennas may be installed, if screened from the neighbor's view. Installation, maintenance or use; shall not unreasonably increase the cost of installation, maintenance or use; and shall not preclude reception of an acceptable quality signal.

Section 4. Excavation. No Owner shall excavate or extract earth from any of the Lots subject to this Declaration for any purpose unless approved in writing by the Declarant, or if the Declarant no longer owns any Lots, unless it is consistent with the Community-Wide Standard. No elevation changes shall be permitted which will materially affect the surface grade of a Lot unless the written consent is first obtained from the adjacent Owner.

Section 5. Clotheslines. Outside clothesline and clothes hanging devices shall not be permitted.

Section 6. Lot Combination. Lots may not be combined and re-subdivided.

Section 7. Exterior Decorations. No decorative appurtenances, such a sculptures, birdhouses, birdbath, fountains or other decorative embellishments shall be placed on or in any front yard or on any part of a Lot and/or House visible from any street or other Lots or Homes unless consistent with the Community-Wide Standard.

Section 9. Hobbies. The pursuit of hobbies or other activities including specifically, without limiting the generality of the foregoing, the operation of drones, assembly, disassembly or repairs of motor vehicles or other mechanical devices which might tend to cause disorderly, unsightly, or unkempt conditions shall not be pursued or undertaken at any Lot or in any driveway, garage, carport or other place where such activity is visible from any street. No playground equipment or Recreational Equipment shall be permitted anywhere upon any Lot. No hobby shall be conducted upon any Lot which will or may have the potential of causing any noise or other condition that will or might disturb the peace, quiet, safety, comfort, or serenity of the occupants of surrounding property and Houses.

Section 10. Vehicles. Means any motor vehicle including but not limited to any car, truck (including sport utility vehicles [SUV] and pickup trucks), camping vehicle, recreational

vehicles (aka, "RV"), motorcycle, motorized scooter, boats, lawnmowers, any motorized vehicle which may be used to transport one or more persons or which is used for any other purpose, and trailers of any kind.

No commercial vehicle, Recreational vehicle, boat or trailer shall be parked within the boundaries of any of the Lots unless approved in writing by the adjacent Lot Owner. Commercial vehicles, Recreational vehicles, boats and trailers shall not be parked within the boundaries of any of the streets or Common Areas. No commercial vehicle, tractor trucks, tractor trailers or construction equipment may be parked on any street, road and/or Lot unless approved in writing by the adjacent Lot Owner; however, this provision shall not apply to Declarant or any Builder during development or construction of the properties or upon any Lot.

Section 11. Business Use. The property shall be used only for residential, recreational, and related purposes. Working from Home remotely through any virtual or electronic platform or other means shall be permitted. No such remote work shall be permitted if the delivery of supplies or inventory or visits by customers, clients or patients to the Owner's Home occurs more frequently than two (2) days within any week. Pet sitting, pet shelters, pet fostering, pet adoption and pet sales are expressly considered business uses and shall be strictly prohibited.

Section 12. Rules and Regulations. The Board of Directors shall have authority to make and to enforce reasonable rules and regulations, standards and restrictions governing the use of the property in addition to those contained herein, and to impose reasonable user fees for use of the Common Elements and facilities and fines and other enforcement remedies for violations.

Section 13. Signs, Billboards, Posters and Flags.

(a) The Declarant shall have the right to erect and to approve the erection of reasonable and appropriate signs for its own use and the use of Builders and other parties engaged in the construction and sale of Improvements within the Development Property.

(b) Declarant shall have the right to remove any unapproved sign, billboard, poster, or advertising device that is placed on any Lot or Improvement thereon and in doing so shall not be subject to any liability for trespass or other course of action in connection therewith or arising from such removal;

(c) With the exception of Political Signs pursuant to part (e) below, no sign, billboard or

poster of any kind of a permanent nature shall be erected, exhibited, maintained, or placed upon any Lot unless approved in writing by the adjacent Lot Owner;

(d) The Board shall have the right to restrict the size, color, lettering, and placement of temporary signs;

(e) Political Signs. Political signs within the Association are allowed per the following;

(1) Signs may be displayed during the period of 60 calendar days prior to a scheduled general election, through the 48-hour period after the election polls close.
(2) Signs can only be placed in front yards (lawn, or landscape beds)
(3) A resident may place up to 3 signs in total within their yard
(4) Each sign is limited in size to 4 square feet, and no portion shall reach a height of more than 4 feet above the ground
(5) Signs may contain only generally acceptable words, phrases, images, etc.
(6) Signs can only be placed in a homeowner's private yard, and not in any Retreat owned common space
(7) Signs cannot be illuminated in any manner, unless placed in a landscape bed with prior landscape type, approved lighting
(8) Signs cannot be placed within 10 feet of a community sidewalk

Section 14. Flags. All Owners and occupants shall be permitted to display the flag of the United States of America and/or an official or replica flag of any branch of the United States armed forces, upon their respective Units. The display of such flags however, shall be subject to 4 U.S.C. §§ 5-10 and Tennessee Code Annotated § 602(b).

Section 15. Occupants Bound. All provisions of the Declaration, By-Laws and of any rules and regulations or use restrictions promulgated pursuant thereto, that govern the conduct of Owners and that provide for sanctions against Owners, shall likewise apply to all occupants, tenants, guests and invitees of any Owner. Every Owner shall cause all occupants of his or her House to comply with the Declarations, By-Laws, and the rules and regulations adopted pursuant thereto, and shall be responsible for all violations and losses to the Common Elements caused by such occupants, tenants and invitees, notwithstanding the fact that such occupants, tenants and invitees of a House are fully liable and may be sanctioned for any violation of the Declaration, By-Laws, and rules and regulations adopted pursuant thereto. Should any occupant, tenant, guest or invitee of an Owner fail or refuse to comply with any of the terms and conditions recited

herein, and the Owner fails or refuses to bring such occupant, tenant, guest or invitee into compliance, the Association shall have the power to file an Unlawful Detainer Warrant seeking the eviction of such occupant, tenant, guest or invitee and shall be entitled to file Writs for possession of such House. All costs of such action, including reasonable attorneys' fees, shall be a charge on the land and a continuing lien against the Owner's House and Lot, and shall be the personal obligation of the Owner and/or occupant against whom such action is brought.

Section 16. Leases. Short-term, transient or vacation-type leasing through sources such as Airbnb, Vacation Rentals by Owner ("VRBO") or similar sources, shall be strictly prohibited. All leases shall be subject to and comply with this Declaration, and tenants, occupants and invitees of any Owner shall be subject to and shall comply with, the Declaration, By-Laws and all amendments thereto, and all Association rules and regulations and other policies duly adopted by the Board for the Association. The Association shall be considered a third-party beneficiary of any such lease for the limited purpose of enforcing all lease terms and conditions relevant to compliance with this Declaration, the By-Laws and rules and regulations in the event the Owner fails or refuses to do so after written notice and demand having been mailed to the Owner by the Association.

Section 17. Animals and Pets. No animals, livestock, chickens/poultry of any kind shall be raised, bred, or kept on any portion of the property, except that a reasonable number of dogs, cats, or other usual and common domestic household pets may be permitted at any House or Lot at the discretion of the Developer or Board. No animals are permitted to roam free; animals that endanger the health, welfare or safety of residents or make objectionable noise, or constitute a nuisance or inconvenience to the Owners or occupants of other Houses and Lots, shall be removed upon demand of the Board. No pets shall be kept, bred, or maintained for any commercial purpose. Dogs which are household pets shall at all times whenever they are outside a House, be confined on a leash held by a responsible person. No wild animals shall be permitted.

Section 18. Nuisance. No portion of any House or Lot shall be used, in whole or in part, for the storage of any property or thing that will cause it to appear to be in an unclean or untidy condition or that will be unsightly to the eye; nor shall any substance, thing, or material be kept

upon any portion of the property or any House or Lot that will emit foul or obnoxious odors or that will cause any noise or other condition that will or might disturb the peace, quiet, safety, comfort, or serenity of the occupants of surrounding property and Houses. No noxious or offensive activity shall be carried on upon any portion of the property, the Common Elements, House or Lot, nor shall anything be done thereon tending to cause embarrassment, discomfort, annoyance, or nuisance to any person using any portion of the property or any House or Lot. There shall not be maintained any plants or animals or device or thing of any sort whose activities or existence in any way is noxious, dangerous, unsightly, unpleasant, or of a nature as may diminish or destroy the enjoyment of the property or Common Elements.

Section 19. Unsightly or Unkempt Conditions. It shall be the responsibility of each Owner to prevent the development of any unclean, unhealthy, unsightly, or unkempt condition on his or her House or Lot. The pursuit of hobbies or other activities, including specifically, without limiting the generality of the foregoing, operation of drones, the assembly and disassembly of motor vehicles and other mechanical devices which might tend to cause disorderly, unsightly, or unkempt conditions, shall not be pursued or undertaken on any part of the property or any House or Lot. All garage doors shall be kept closed except when necessary for entrance or exit of vehicles or at other times when it may be reasonably necessary for garage doors to be open.

Section 20. Subdivision of Lots. No Lot shall be subdivided, or its boundary lines changed.

Section 21. On-Site Fuel Storage. No on-site storage of gasoline, heating or other fuels shall be permitted on any part of the property or Common Elements except that up to five (5) gallons of fuel may be stored at each House or Lot for emergency purposes and operation of lawn mowers and similar tools or equipment.

Section 22. Maintenance, Repairs and Replacements. Each Owner, tenant or occupant, at his own expense, shall furnish and be responsible for all maintenance of, repairs to and replacements within his House and upon his Lot. Except to the extent hereinafter set forth, maintenance of, repairs to and replacements within the Common Elements shall be the responsibility of and shall be furnished by the Association, and the cost thereof shall be part of

the common expenses if any, subject to the By-Laws, and Rules and Regulations of the Association.

If, due to the act or neglect of an Owner, or of his agent, servant, tenant, occupant, family member, invitee, licensee or household pet, damage shall be caused to the Common Elements or to a House or Houses owned by others, or maintenance, repairs or replacements are required which would otherwise be a common expense, then such Owner shall pay for such damage or such maintenance, repairs and replacements, as may be determined by the Board.

Section 23. Alterations, Additions or Improvements. No alteration of any Common Elements, or any additions or improvements thereto, shall be made by any Owner without the prior written approval of the Board. The Board may authorize and charge as a common expense, alterations, additions and improvements of the Common Elements as provided in the Declaration. Any Owner may make alterations, additions or improvements within his House without the prior written approval of the Board, but such Owner shall be responsible for any damage to other Houses, Lots, the Common Elements, the Property, or any part thereof, resulting from such alterations, additions or improvements, including but not limited to the redirection or other alteration of natural water runoff and flow.

Section 24. Fences. Fences must be consistent with the Community-Wide Standard. Acceptable fence materials shall include wood, vinyl, rod iron or aluminum. The entire fence constructed upon any Lot shall be so constructed of one (1) of these listed materials. There shall be no fence constructed upon any single Lot which consists of more than one (1) type of approved material, and no chain link fences shall be installed upon any Lot. Approved fences shall only be constructed and located from the rear corners of a House and shall extend no further than one (1) foot of the rear property line of the Lot upon which it is constructed.

Section 25. Solar Panels. Solar panels shall be permitted but shall be constructed upon Homes in such a way as to prevent them from being seen from any road and must be consistent with the Community-Wide Standard.

ARTICLE IX
DECLARANT'S RIGHTS

Section 1. Any or all of the special rights and obligations of Declarant set forth in this Declaration or the By-Laws may be transferred to other Persons, provided that the transfer shall not reduce an obligation nor enlarge a right beyond that contained in this Declaration or the By-Laws. No such transfer shall be effective unless it is in a written instrument signed by Declarant and duly recorded in the Register's Office of Davidson County, Tennessee.

Section 2. So long as construction and initial sales of Homes shall continue, Declarant may maintain and carry on upon portions of the Common Area such facilities and activities as, in the sole opinion of Declarant, may be reasonably required, convenient, or incidental to the construction or sale of such Homes, including, but not limited to, business offices, signs, model units, and sales offices. Declarant and Builder shall have easements for access to and use of such facilities.

Section 3. No Person shall record any declaration of covenants, conditions and restriction, or declaration of condominium or similar instrument affecting any portion of the Properties without Declarant's review and written consent. Any attempted recordation without such consent shall result in such instrument being void and of no force and effect unless subsequently approved by recorded consent signed by Declarant.

Section 4. This Article may not be amended without the written consent of Declarant. Declarant's rights contained in this Article shall terminate at such time that both Lots have been conveyed.

ARTICLE X
GENERAL PROVISIONS

Section 1. Enforcement. The Declarant, while it owns any Lot, or any Owner shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Declarant or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so at any time thereafter. The prevailing party in any such action for the enforcement of this Declaration shall be entitled to all costs, post judgment interest at ten percent (10%) per annum, and reasonable attorney's fees incurred.

Section 2. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.

Section 3. Amendments. The covenants, conditions and restrictions of the Declaration shall run and bind the land, for a term of twenty (20) years from the date of recording, after which time they shall be automatically extended for successive periods of ten (10) years. The Declaration may be amended by the Developer without a vote from the Owners at any time while Declarant owns any Lot. Thereafter, this Declaration may be amended by the Owners at any time, by an instrument signed by each of the Owners of both Lots. Any amendment to the said Declaration must be recorded at the Davidson County, Tennessee Register of Deeds.

Section 4. Captions. The captions herein are inserted only as a matter of convenience, and in no way define, limit or describe the scope of these provisions or the intent of any provision hereof.

Section 5. Gender. The use of the masculine gender in this Declaration and in the By-Laws shall be deemed to include the feminine gender and the use of the singular shall be deemed to include the plural whenever the context so requires.

[Signature page to follow]

IN WITNESS WHEREOF, the undersigned being the Declarant herein, has hereto set its hand, by its duly authorized officer, this 5th day of July, 2023.

DECLARANT:

PNI, LLC

By: Mikey Pougach
Its: Chief Managing Member

STATE OF TENNESSEE)
COUNTY OF NASHVILLE)

Before me, the undersigned, a Notary Public within and for the State and County aforesaid, personally appeared **Mikey Pougach**, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who upon his oath acknowledged himself to be the Chief Managing Member of PNI, LLC the within named bargainor, and that he as such officer, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of PNI, LLC by himself as such officer.

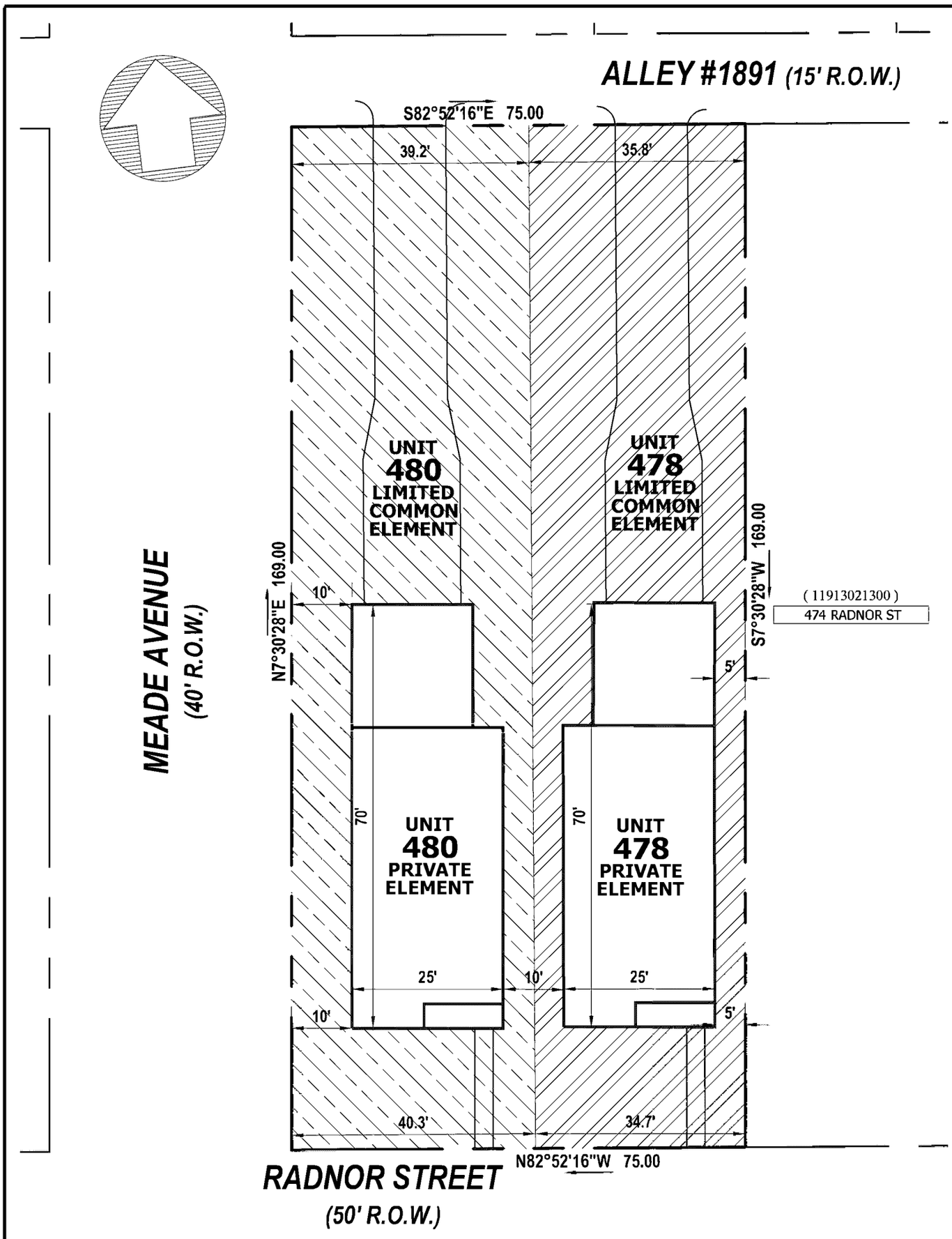
Witness my hand and official seal at office at Nashville, Davidson County, Tennessee, on this the 5th day of July, 2023.

My Commission Expires: 05/05/2025

Notary Public

VICKI M. THOMAS
STATE OF TENNESSEE NOTARY PUBLIC
DAVIDSON COUNTY

EXHIBIT "A"



THIS SURVEY WAS DONE UNDER THE AUTHORITY OF TCA 62-18-126 AND IS NOT A "GENERAL PROPERTY SURVEY" AS DEFINED UNDER RULE 0820-3-07. THE INFORMATION SHOWN ON THIS EXHIBIT WAS DERIVED FROM RECORDED DEEDS, PLATS, AND FIELD MEASUREMENTS. SAID PROPERTY IS SUBJECT TO ANY FINDINGS OF AN ACCURATE TITLE SEARCH. NO TITLE WORK WAS FURNISHED TO THE SURVEYOR PRIOR TO THIS EXHIBIT. THIS EXHIBIT IS NOT INTENDED TO BE A BOUNDARY SURVEY OF THE PROPERTY SHOWN HEREON.

JASON A. GARRETT
REGISTERED LAND SURVEYOR
TENNESSEE NO. 2861
Jason Garrett 5-10-2023

EXHIBIT 'A' - 478 & 480
Radnor Street

NASHVILLE, TENNESSEE
Metro Parcel ID: (11913021200)

GRAPHIC SCALE (IN FEET)
20 0 10 20 40
1 inch = 20 ft.

CLINT ELLIOTT SURVEY
P.O. Box 331875
Nashville, TN 37203
clintelliottsurvey.com
(615) 490-3236

Drafted By: MH

202307050051371

EXHIBIT "B"

BY-LAWS

OF

478 RADNOR STREET

HOMEOWNERS ASSOCIATION, INC.

ARTICLE I

NAME AND LOCATION. The name of the corporation is 478 Radnor Street Homeowners Association, Inc., hereinafter referred to as the "Association". The principal address of the corporation shall be in care of 478 Radnor Street Homeowners Association, Inc. at the address for the Association of record with the Tennessee Secretary of State, but meetings of members and directors may be held at such places, as may be designated by the Board of Directors.

ARTICLE II

DEFINITIONS

All terms and parties referred to in these By-Laws shall be the same as those definitions found within the Declaration of Covenants, Conditions and Restrictions for 478 Radnor Street Homeowners Association, Inc. as the same may be amended from time to time as provided for therein.

ARTICLE III

MEETING OF MEMBERS

Section 1. Annual Meetings. The annual meeting of the Members shall be held at such

date, time and location as the Owners of both Lots may agree. Each subsequent regular annual meeting of the Members must be held within ten (10) business days of the same day of the same month of each year thereafter unless another day and month is better suited for annual meetings as may be agreed upon by the Owners of both Lots. If the day for the annual meeting of the members is a legal holiday, the meeting will be held at the same hour on the first day following which is not a legal holiday. At the discretion of the Board and subject to the same notice, quorum, proxy, voting and all other requirements within these By-Laws and Tennessee Law, annual meetings of the Association may be conducted by virtual means to include but not limited to Zoom Video Communications, Go to Meeting, RingCentral or any other virtual or electronic medium as long as the identity of each Member may be authenticated and the vote of each Member at such meeting can be verified as being cast by such Member.

Section 2. Special Meetings. Special meetings of the Members may be called at any time by the Members. At the discretion of the Board and subject to the same notice, quorum, proxy, voting and all other requirements within these By-Laws and Tennessee Law, special meetings of the Association may be conducted by virtual means to include but not limited to VoteHOANow.com, Electionbuddy.com, Zoom Video Communications, Go to Meeting, RingCentral or any other virtual or electronic medium as long as the identity of each Member may be authenticated; the vote of each Member at such meeting can be verified as being cast by such Member; that only one (1) vote per Lot can be verified as having been cast at such meeting; and, if voting by secret ballot is required, that secret ballot voting can be ensured.

Section 3. Notice of Meetings. Electronic mail ("email") delivery of meeting notices shall be an acceptable means of sending notice of any meeting as long as the email transmission is not returned as undeliverable.

Section 4. Quorum. The presence at the meeting of Members entitled to cast, or of proxies entitled to cast one hundred (100%) percent of the votes of each class of membership shall constitute a quorum for any action except as otherwise provided in the Articles of Incorporation, the Declaration, or these By-Laws.

Section 5. Proxies. At all meetings of Members, each Member may vote in person or by proxy. All proxies shall be in writing and filed with the other Member prior to the call of order

to any meeting for which such proxy will be used. Proxies may be transmitted by electronic mail ("email") to the other Member provided that any such proxy transmitted by email shall either set forth or be submitted with information from which it can be determined that the email was authorized by such Member. A copy, email or other reliable reproduction of the proxy may be used in lieu of the original proxy, provided that the copy, email or other reliable reproduction shall be a complete reproduction of the entire proxy. Every proxy shall be valid for no more than eleven (11) months from the date of the appointment unless otherwise indicated upon such proxy; all proxies shall be revocable and shall automatically cease upon conveyance by the Member of his Home.

Section 6. Ballots. Any action that may be taken at any annual, regular or special meeting of the Members may be taken without a meeting by written ballot. All ballots and ballot voting shall be conducted in accordance with requirements of Tennessee Code Annotated §48-57-108 as the same may be amended from time to time.

ARTICLE IV
BOARD OF DIRECTORS: SELECTION: TERM OF OFFICE

Section 1. Number. The affairs of this Association may be managed by a Board consisting of at least two (2) Directors both of whom shall be one (1) Owner of each respective Lot within the Association. In the alternative, the Association may be managed by a Board of three (3) directors, two (2) of whom shall be the Owners of each respective Lot within the Association, and one (1) of whom may be a Non-Owner, third party, agreed upon in writing by both of the Owners of each respective Lot within the Association. The Developer shall serve in the capacity of the Board of Directors until both Lots have been conveyed.

Section 2. Term of Office. This part intentionally left blank.

Section 3. Removal. This part intentionally left blank.

Section 4. Compensation. Non-Owner directors may receive compensation for any service they may render to the Association.

Section 5. Action Taken Without a Meeting. The directors shall have the right to take any action in the absence of a meeting which they could take at a meeting by obtaining the

written approval of all the directors. Any action so approved shall have the same effect as though taken at a meeting of the directors.

Section 6. Developer as Board. The rights, duties and functions of the Board shall be solely exercised by Developer, its successors and/or assigns until such time as the Developer has conveyed 100% of the Lots in the Association to Owners other than the Developer its successors and/or assigns. The Developer may, in its sole discretion, designate up to three (3) individuals to serve on the Board on behalf of the Developer during the period that the Developer is performing the functions of the Board. Such individuals designated by the Developer need not be Members and may be removed and replaced by the Developer at will. The Developer may also limit the scope of authority of such individuals. At such time as the Developer shall have conveyed 100% of the Lots in the Association the Owners shall automatically become the Board of Directors.

ARTICLE V
NOMINATION AND ELECTION OF DIRECTORS

Section 1. Nomination. One (1) Owner from each respective Lot within the Association shall serve as the Board of Directors, and in accordance with Article IV, Section 1 herein, a third Non-Owner Director may also serve.

Section 2. Election. This part intentionally left blank.

ARTICLE VI
MEETINGS OF DIRECTORS

Section 1. Regular Meetings. Regular meetings of the Board of Directors may be held at such place and hour as may be fixed from time to time by resolution of the Board. Should said meeting fall upon a legal holiday, then that meeting shall be held at the same time on the next day which is not a legal holiday.

Section 2. Special Meetings. Special meetings of the Board of Directors may be held when called by any Director, after not less than three (3) days' written notice to each Director.

Section 3. Quorum. If more than two (2) Directors are serving as members of the Board, a majority of the number of Directors shall constitute a quorum for the transaction of business.

Otherwise, a quorum of Directors shall consist of both Directors.

Section 4. Virtual or Electronic Meetings.

(a) Notice of Meetings. At the discretion of the Board and subject to the same requirements within these By-Laws and Tennessee Law, electronic mail ("email") delivery of notice for all meetings of the Board shall be an acceptable means of sending notice if the Board can reasonably rely upon the email address provided to it and the email transmission is not returned to the Board or Association property manager as undeliverable.

(b) Virtual Meetings and Electronic Voting. At the discretion of the Board and subject to the same notice, quorum, voting and all other requirements within this Declaration, the By-Laws and Tennessee Law, all meetings of the Board and voting upon Association business at such meetings, may be conducted by any virtual platform to include but not limited to VoteHOANow.com, Electionbuddy.com, Zoom Video Communications, Go to Meeting, RingCentral or any other virtual or electronic platform as long as the quorum at such meetings can be established and documented; the identity of each Board member may be authenticated; and the vote of each Board member at such meeting can be verified as being cast by such Board member.

ARTICLE VII
POWERS AND DUTIES OF THE BOARD OF DIRECTORS

Section 1. Powers. The Board of Directors shall have power to:

(a) Adopt and publish rules and regulations governing the use of the Homes, Common Elements and facilities, and the personal conduct of the members, Owners, their tenants, occupants and guests thereon, and to establish written notice, penalties and enforcement provisions for the infraction thereof. Enforcement of violations of parking restrictions may include towing, booting, fines or a combination thereof;

(b) Exercise for the Association all powers, duties and authority vested in or delegated to this Association and not reserved to the membership by other provision of these By-Laws, the Articles of Incorporation, or the Declaration;

(c) Exercise all powers, duties and authority granted to directors by the Tennessee

Nonprofit Corporation Act as the same may be amended from time to time.

Section 2. Duties. It shall be the duty of the Board of Directors to:

(a) Cause to be kept a complete record of all its acts and corporate affairs and to present a statement thereof to the members at the annual meeting of the members;

(b) As more fully provided in the Declaration, to:

(1) Fix the amount of the annual assessment (if any) against each Lot at least thirty (30) calendar days in advance of each annual assessment period;

(2) Send written notices of each assessment to every owner subject thereto at least thirty (30) calendar days in advance of each annual assessment period; and

(c) Issue, or to cause an appropriate officer to issue, upon demand by any person, a certificate setting forth whether or not any assessment has been paid. A reasonable charge may be made by the Board for the issuance of these certificates. If a certificate states an assessment has been paid, such certificate shall be conclusive evidence of such payment;

(d) Cause the common area and amenities to be maintained.

(e) Enforce all covenants, conditions, restrictions and rules and regulations to be enforced equally and consistently among all Owners, occupants, tenants and invitees.

ARTICLE VIII
OFFICERS AND THEIR DUTIES

Section 1. Enumeration of Offices. If the Association is incorporated, the officers of the Association shall be a president; a secretary; and a treasurer; and such other officers as the Board may from time to time by resolution create. All officers of the Association shall at all times be members of the Board. The offices and duties of Secretary and Treasurer as defined in Section 7(c) below, may be filled by the same person or may, by written contract, be delegated to a professional community association management company hired by the Board in accordance with the enumerated Board powers herein.

Section 2. Election of Officers. If the Association is incorporated, the election of officers shall take place at the first meeting of the Board of Directors following each annual

meeting of the members.

Section 3. Term. If the Association is incorporated, the officers of the Association shall be elected annually by the Board and each shall hold office for one (1) year unless he shall sooner resign, or shall be removed, or otherwise disqualified to serve.

Section 4. Special Appointments. The Board may elect such other officers as the affairs of the Association may require, each of whom shall hold office for such period, have such authority, and perform such duties as the Board may, from time to time, determine.

Section 5. Resignation and Removal. Any officer may be removed from office with or without cause by the Board. Any officer may resign at any time giving written notice to the Board, the president or the secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 6. Vacancies. A vacancy in any office may be filled by appointment by the Board. The officer appointed to such vacancy shall serve for the remainder of the term of the officer he replaces.

Section 7. Duties. If the Association is incorporated, the duties of the offices are as follows:

President

(a) The president shall preside at all meetings of the Board of Directors; shall see that orders and resolutions of the Board are carried out; shall sign all leases, mortgages, deeds and other written instruments and shall co-sign all checks and promissory notes.

Secretary

(b) The secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board and of the members; serve notice of meetings of the Board and of the members; keep appropriate current records showing the members of the Association together with their addresses, and shall perform such other duties as required by the Board.

Treasurer

(c) The treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and shall disburse such funds as directed by resolution of the Board of Directors;

shall sign all checks and promissory notes of the Association; keep proper books of account; cause an annual audit of the Association books to be made by a public accountant at the completion of each fiscal year; and shall prepare an annual budget and a statement of income and expenditures to be presented to the membership at its regular annual meeting, and deliver a copy of each to the members.

ARTICLE IX
COMMITTEES

The Board of Directors shall appoint other committees as deemed appropriate in carrying out its purpose.

ARTICLE X
BOOKS AND RECORDS

The books, records and papers of the Association shall be made available for inspection by any member subject to such member's compliance with the records inspection requirements of Tennessee Code Annotated § 48-66-102 as it may be amended from time to time. Copies of such records may be purchased at a reasonable cost.

ARTICLE XI
CORPORATE SEAL

The Association shall not have a seal.

ARTICLE XII
AMENDMENTS

Section 1. These By-Laws may be amended by an instrument by an instrument setting forth the contents of such amendment, signed by each of the Owners of both Lots. Any amendment to these By-Laws shall be recorded at the Davidson County Register of Deeds before it shall become effective.

Section 2. These By-Laws shall run with and bind the land, for a term of twenty (20)

years from the date of recording, after which time they shall be automatically extended for successive periods of ten (10) years.

ARTICLE XIII
MISCELLANEOUS

The fiscal year of the Association shall begin on the first day of January and end on the 31st day of December of every year, except that the first fiscal year shall begin on the date of incorporation. If there shall be any ambiguity between these By-Laws and the Declaration, the provisions of the Declaration shall control.

ARTICLE XIV
CONFLICTS

In any conflict or ambiguity between any covenant, condition, restriction or term of the By-Laws and Declaration, the Declaration shall control.

EXHIBIT "C"

LEGAL OPINION

This Legal Opinion is intended to serve at the legal opinion which is required pursuant to the terms of Tenn. Code Ann § 66-27-103. The undersigned, Scott D. Weiss, an attorney licensed to practice law in the State of Tennessee, hereby declares that upon proper recording of this Legal Opinion and additional documents filed herewith, all following legal requirements for the creation of a Horizontal Property Regime development under the terms of the Tennessee Horizontal Property Act, as contained in Tenn. Code Ann. § 66-27-101 et seq., have been met:

1). The Charter of 478 Radnor Street Homeowners Association, Inc. has not been filed with the Tennessee Secretary of State's Office as the Association is being formed as an unincorporated Association.

2). The Declaration of Covenants, Conditions and Restrictions for 478 Radnor Street Homeowners Association, Inc.

3). The By-Laws of 478 Radnor Street Homeowners Association, Inc., which are attached to the said Declaration as Exhibit "B".

4). The Site Plan of Radnor Street, which Site Plan shows private and limited common elements.

Witness my hand this the 5th day of July, 2023.

Scott D. Weiss, Attorney at Law

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, the within named Scott D. Weiss, the bargainor, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence) and who acknowledged that he executed the within instrument for the purposes therein contained.

Witness my hand and official seal at Nashville, Tennessee, this 5th day of July, 2023.

My commission expires: 05/05/25

Notary Public

VICKI M. THOMAS
STATE OF TENNESSEE NOTARY PUBLIC
DAVIDSON COUNTY

Tennessee Certification of Electronic Document

I, Scott D. Weiss, do hereby make oath that I am a licensed attorney and/or the custodian of the original version of the electronic document tendered for registration herewith and that this electronic document is a true and exact copy of the original document executed and authenticated according to law on __July 5_____, 2023.

Affiant Signature

07/05/2023

Date

State of TENNESSEE

County of DAVIDSON

Sworn to and subscribed before me this 5th___ day of __July__, 2023.

Notary's Signature

MY COMMISSION EXPIRES: 05/05/2025

NOTARY'S SEAL

