THIS INSTRUMENT WAS PREPARED BY:	
SETH N. CLINE, ESQ. **COLLINS LEGAL, PLC** 4101 Charlotte Avenue, Ste F186 Nashville, Tennessee 37209 Phone: 615-569-3316 seth@collins.legal	Karen Johnson Davidson County Batch# 1025836 DEEDMAST 07/13/2023 11:26:30 AM 38 pgs Fees: $192.00 Taxes: $0.00 20230713-0053746

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

ADDRESS NEW OWNERS AS FOLLOWS:	SEND TAX BILLS TO:	MAP & PARCEL NUMBER(S)
The Townhomes at 1609 5th Avenue North Homeowners' Association 1609 5th Avenue North Nashville, TN 37208	The Townhomes at 1609 5th Avenue North Homeowners' Association 1609 5th Avenue North Nashville, TN 37208	08205004800

DECLARATION ESTABLISHING A HORIZONTAL PROPERTY REGIME FOR THE TOWNHOMES AT 1609 5TH AVENUE NORTH

THIS DECLARATION is made and entered into on this the 10th day of July, 2023, by Miguel A. Palos Jr. and the J&M Irwin Trust dated April 19, 2020, Jeffrey Matthew Irwin and Madison Minor Irwin, Trustees (hereinafter collectively and individually also referred to as the "Developer" or "Declarant" herein), and any and all persons, firms, corporations or other entities, hereafter acquiring any of the Property described herein.

DECLARATIONS

NOW, THEREFORE, for the purposes set forth herein above Declarant, as legal title holder of the Property, declares as follows:

ARTICLE I
SUBMISSION OF DEVELOPMENT PROPERTY TO THE ACT

1. Establishment: The Developer hereby submits the following described property (hereinafter the "Property" or "Development Property", interchangeably used) together with the buildings and improvements thereto, owned by the Developer in fee simple absolute, to the provisions of Chapter 27 of Title 66, Tennessee Code Annotated, hereby establishing a planned unit development pursuant to said Chapter. The Property is described on the attached **Exhibit A** which is incorporated herein by this reference.
2. Purpose: The purpose of this Declaration (hereinafter also referred to as the Master Deed) is to: (a) submit the land described in Paragraph 4 and the improvements thereon a Horizontal Property Regime established under Chapter 27 of Title 66 of the Tennessee Code Annotated; and expressly §§ 66-27-101, et seq.; (b) establish an Association to hold, maintain, care for, and manage the Property and to perform functions for the benefit of owners thereof; (c) define the duties, powers, and rights of the Association; and (d) define

certain duties, powers, and rights of Owners within the Property.

3. Name and Address: The name by which this Horizontal Property Regime is to be identified is The Townhomes at 1609 5th Avenue North and is located at 1609 5th Avenue North, Nashville, Davidson County, Tennessee 37208.

4. Land Included in Property: The legal description of the Property, attached as **Exhibit A**, is hereby made a part of this Declaration by this reference. The land included in the Property is also described in the Site Plan of Townhomes at 1609 5th Avenue North, attached as **Exhibit B**, which is also made a part hereof by this reference (Said land will sometimes be referred to as the "Property" or the "Planned Unit Development" or the "Horizontal Property Regime"). The development shall consist of Two (2) Dwelling Units, to be completed by the Developer at a date to be determined, located on a parcel of real estate more commonly known as 1609 5th Avenue North, Nashville, Tennessee 37208. The street addresses for the Units will be 1609A and 1609B 5th Avenue North, Nashville, Tennessee 37208 as is shown on Exhibit B.

5. Private Elements: Private Elements, which are held in fee simple by the vested title holder for a respective Unit outlined in Exhibit B to this Declaration and the improvements located thereon (the "Private Elements") shall be conveyed to the owner of each such Unit (the "Unit" or collectively the "Units") (The land immediately underneath each Unit may also be referred to herein as a "Lot" or collectively the "Lots") for the exclusive use of such owner (the "Unit Owner" or collectively the "Unit Owners").

6. Common Elements: Fee Simple title in common elements, *if any*, existing pursuant to Exhibit B of this Declaration (hereinafter referred to as "Common Elements" or "Common Areas"), shall be vested in the Homeowners' Association hereby established pursuant to the Charter, attached as **Exhibit E**, which is hereby made a part of this Declaration by this reference, and which shall operate as a Nonprofit Corporation under the name of "Townhomes at 1609 5th Avenue North Homeowners' Association, Inc." Anything not labeled as a Unit, Private Element, or Limited Common Element shall be deemed a Common Element by default.

7. Limited Common Elements: All other property subject to this Declaration and not a Private Element and or Common Element (the "Limited Common Areas" or "Limited Common Elements"), existing pursuant

to Exhibit B of this Declaration shall be for the sole use and benefit of the Owner(s) of the particular Unit and/ or Lot on which the Limited Common Element is located. The Unit Owner for the Lot on which the Limited Common Element is located shall be solely responsible for the maintenance thereof, and any and all such other responsibilities a property owner would otherwise have under fee simple title, pursuant to local and state law.

8. Acceptance of Development: By the acceptance of a deed to any Unit within the Property or any portion thereof, purchaser shall be deemed to have accepted and approved the entire plans for the Property and all Improvements constructed by that date including, without limitations, the utilities, drains, roads, landscaping, fences, entrance, decorative masonry, and all other infrastructure and improvements within the Property. All Property and all Improvements constructed thereon shall be accepted by the Association and each Owner "AS IS" without any representation or warranty, express or implied, in fact or by law, with respect thereto, and without any representations or warranties regarding future repairs or regarding the condition, construction, accuracy, completeness, design, adequacy of the size or capacity in relation to the utilization, date of completion, or the future economic performance or operations of, or the materials which have been or will be used in such property or repairs.

9. Units: The words unit, dwelling, dwelling unit, and apartment have the same meaning throughout this Declaration, and the By-laws attached hereto and are used interchangeably. After recording of the Master Deed, street addresses different from the Unit designations may be assigned to these Units. The exterior of a Unit shall be maintained by the owner of the Unit, except as is provided herein.

    a. Use of Units: Each of the Units shall be used as single-family residences, allowing all now existing or future uses consistent with the then applicable zoning. Current zoning of the property is R6-A as found in The Code of the Metropolitan Government of Nashville and Davidson County Tennessee. Nothing in these by-laws shall be construed to prohibit a Unit Owner from keeping his personal business or professional calls or correspondence from his Unit as these uses are considered incidental to the principal residential use.

    b. Dwelling Units Subject to Declaration and Master Deed: All present and future co-owners and

tenants of Units shall be subject to and shall comply with provisions of this Declaration which is also referred to as the Master Deed and the By-Laws attached hereto. The acceptance of a deed of conveyance, devise, inheritance, or the entering into a lease of a dwelling or entering into occupancy of a dwelling shall constitute an agreement that the provisions of the Declaration and such By-Law provisions, covenants, and restrictions are accepted and ratified by each co-owner and tenants, and all of such provisions shall be deemed and taken to be covenants running with the land and shall bind any persons having at any time any interest or estate in such dwelling, as though such provisions were recited and stipulated in full in each and every deed or lease thereof.

c. Dwelling Units Subject to By-Laws and Rules and Regulations: All present and futures co-owners, tenants and occupants of a dwelling unit shall be subject to, and shall comply with, the provisions of the By-Laws and the Rules and Regulations attached hereto and recorded herewith, under T.C.A §§ 66-27-101, et seq., as they may be amended from time to time. The acceptance of a deed of conveyance, devise or of a lease to a dwelling unit, or the entering into occupancy of any dwelling unit shall constitute an agreement that the provisions of the said By-Laws and the Restrictions, as they may be amended from time to time, are accepted and ratified by such co-owner, tenant and occupant, and all of such provisions shall be deemed and taken to be covenants running with the land and shall bind any person having at any time any interest or estate in such apartment and lot, as though such provisions were received and stipulated at length in each and every deed, conveyance, or lease, thereof. Insurance covering the Units and the Unit Owners shall be obtained by the Unit Owner(s) as provided in the By-Laws.

ARTICLE II
RIGHTS AND OBLIGATIONS OF THE ASSOCIATION

1. General Powers and Duties: The Association has been formed to further the common interests of the Owners. The Association, acting through the Board or through persons to whom the Board has delegated any authorized powers of the Board, shall have the duties and powers hereinafter set forth and, in general, the powers to perform its duties described in this Declaration, and subject to any limitation set forth herein, the powers to do anything that may be necessary or desirable to further the common interests of

the Owners, to maintain, improve, and enhance the attractiveness and desirability of the Development Property or reasonably implied from or reasonably necessary to effectuate any such right or privilege. Except as otherwise specifically provided in the Governing Documents, or by law, all rights and powers of the Association may be exercised by the Board without a Vote of the membership.

2. Membership and Voting Rights in the Association: Every person who is a record owner of a fee or undivided fee interest in any Lot and Unit situated within The Townhomes at 1609 5th Avenue North, shall automatically be a member of the Association, provided, however that any such person who holds such interest merely as a security for the performance of an obligation shall not be a member, except as hereinafter set forth and as set forth in the By-laws of the Association, which are attached hereto as **Exhibit C** and which are incorporated herein by reference.

3. Property Use Regulation: The Association shall have the power to regulate the use of Property by Owners, their family members, guests, agent, servants, or invitees to further and enhance the overall rights of use and enjoyment of all Owners, including imposing reasonable limits on the times of use and number of Persons permitted to use Property.

4. Insurance: The Board shall have the authority to obtain such insurance as it deems reasonably desirable or necessary, in such amounts, from such sources and in such forms as it deems desirable. The Board is authorized to obtain the insurance policies and coverage(s) specified in this Declaration through the Declarant and reimburse the Declarant for the cost thereof. Insurance obtained by or through the Declarant shall satisfy all insurance responsibilities of the Board. The Board may (but shall not be required to) require of those performing any maintenance, repair, or other work on the Development Property for which the Association are responsible, such liability or other insurance, including workmen's compensation, as it deems reasonably necessary or desirable given the nature, circumstances, and amount of the work to be performed.

    a. Common Elements: The Board shall have the authority and shall obtain insurance for the Common Elements, *if any*, outlined in the Site Plan attached as Exhibit B to this Declaration (exclusive of the Units and Limited Common Elements appurtenant thereto) against loss or damage by fire,

vandalism, malicious mischief, and such other hazards as are covered under standard extended coverage provisions for the full insurable replacement cost of the Common Elements and against such other hazards and for such amounts as the Board may deem advisable. Insurable replacement cost shall be deemed the cost of restoring the Common Elements, or any part thereof, to substantially the same condition in which they existed prior to damage or destruction. Such insurance coverage shall be written in the name of the Association, and the proceeds thereof shall be payable to the Board, as the trustee for the Association, and the policy shall include a standard mortgage clause or equivalent endorsement. The policy of insurance shall be a "blanket" or "master" type of policy and should also contain, if possible, a waiver of subrogation rights by the insurer against individual Owners. The premiums for such insurance shall be a Common Assessment.

b. Units and Limited Common Elements: **EACH OWNER SHALL BE RESPONSIBLE FOR OBTAINING INSURANCE FOR THAT OWNER'S UNIT (INCLUDING THE CONTENTS THEREIN) AND LIMITED COMMON ELEMENTS,** the ownership, possession, enjoyment, benefit, and use of which are reserved exclusively to such Owner against loss or damage by fire, vandalism, malicious mischief, and such other hazards as are covered under standard extended coverage provisions for the full insurable replacement cost of the Unit, the Limited Common Elements, and any personal property of the Owner stored in the Unit or elsewhere on the Development Property. In addition, each Owner shall be responsible for obtaining his own insurance insuring said Owner personally from liability in connection with the ownership, possession, use, and occupancy of his Unit. **SUCH INSURANCE SHALL NOT BE THE RESPONSIBILITY OF THE ASSOCIATION AND BY ACCEPTANCE OF A DEED TO A UNIT, EACH OWNER ACKNOWLEDGES THAT SUCH INSURANCE IS AND SHALL BE THE SOLE RESPONSIBILITY OF SAID OWNER.**

c. Casualty Insurance: To the extent deemed desirable by the Board, the Association shall obtain, and keep in full force and effect at all times, to the extent reasonably obtainable, casualty, fire, and extended coverage insurance with respect to all Common Elements, Improvements, and personal

property owned by the Association.

d. Liability Insurance: To the extent deemed desirable by the Board, the Association shall obtain and keep in full force and effect at all times, to the extent reasonably obtainable, broad form comprehensive liability insurance covering public liability for bodily injury and property damage.

e. Fidelity Coverage: To the extent reasonably obtainable, the Association may obtain and keep in full force and effect at all times a fidelity policy or bond providing fidelity coverage against dishonest acts on the part of the Managing Agent, directors, officers, employees, and volunteers of the Association responsible for handling funds collected and held for the benefit of the Owners or otherwise belonging to or administered by the Association.

f. Coverage Sufficiency and Deductibles: The Association shall periodically review the sufficiency of insurance coverage. All Association policies shall provide for a certificate of insurance to be furnished to the Association and, upon written request, to any Member. The policies may contain a reasonable deductible. In the event of an insured loss of the Association, the deductible shall be treated as part of the Common Assessment. However, if the Board reasonably determines that the loss is the result of the negligence or willful misconduct of one or more Owners, their guests, invitees, or lessees, then the Board may levy an Assessment of the full amount of such deductible against such Owner(s) and their Unit(s). The Board is authorized to obtain the insurance policies and coverage(s) specified in this Declaration through the Declarant and reimburse the Declarant for the cost thereof.

g. Policy Requirements: All insurance coverage obtained by the Board for the Association shall: (i) be written with a company authorized to do business in the State of Tennessee, which satisfies the requirements of the Federal National Mortgage Association, or such other secondary mortgage market agencies or federal agencies as the Board deems appropriate; (ii) be written in the name of the Association as trustee for the Owners, who shall be insured under such policy to the extent of the Owners' interest; (iii) not be brought into contribution with insurance purchased by Owners, occupants, or their Mortgagees, individually; (iv) contain an inflation guard endorsement; and (v)

include an agreed amount endorsement, if the policy contains a co-insurance clause.

h. Additional Requirements: In addition, the Board shall use reasonable efforts to secure insurance policies which list the Owners as additional insureds and provide: (i) a waiver of subrogation as to any claims against the Association's Board, officers, employees, and its manager, and the Owners and their tenants, servants, agents, and guests; (ii) an endorsement precluding cancellation, invalidation, suspension, or non-renewal by the insurer on account of any one or more individual Owners, or on account of any curable defect or violation without prior written demand to the Association to cure the defect or violation and allowance of a reasonable time to cure; (iii) an endorsement requiring at least thirty (30) days' prior written notice to the Association of any cancellation, substantial modification, or non-renewal; (iv) a cross liability provision; and (v) a provision vesting in the Board exclusive authority to adjust losses.

i. General Provisions: Insurance obtained by the Association may contain such deductible provisions as good business practice may dictate. To the extent reasonably possible, and provided Declarant reimburses the Association for any additional premium payable on account thereof, insurance obtained by the Association shall name Declarant and any Managing Agent as an additional insured and contain a waiver of rights of subrogation as against Declarant, the Managing Agent, and any officer, director, agent, or employee of Declarant or Managing Agent. Casualty, fire, and extended coverage insurance may be provided under blanket policies covering the Development Property and/or property of Declarant. Each Owner hereby irrevocably appoints the Association as attorney-in-fact for the purpose of purchasing and maintaining such insurance, including: (i) the collection and appropriate disposition of the proceeds thereof; (ii) the negotiation of losses and execution of release of liability; (iii) the execution of all documents; and (iv) the performance of all other acts necessary to accomplish such purpose.

j. Premiums: The premiums for insurance procured by the Homeowners' Association, for any Common Elements depicted thereon Exhibit B, and pursuant to this Declaration shall be a Common Assessment assessed the Unit Owner(s) in equal percentages.

5. Easements: The Association shall have the power to grant permits and licenses, as well as easements for access, utilities, drainage, water facilities, and other matters, in, on, over, across, or under Development Property and any Common Elements, as may be reasonably necessary or useful for the proper maintenance of the Development Property or otherwise benefit the Association.

6. Association Maintenance, Safety and Security: The Association shall have the right, but not the obligation, to enter upon any Unit for emergency, security and safety reasons, to perform maintenance as further set forth in this Declaration, and to inspect for the purpose of ensuring compliance with the Governing Documents. Such right may be exercised by any member of the Board, the Association's officers, agents, employees, and managers, and all police officers, firefighters, ambulance personnel and similar emergency personnel in the performance of their duties. Except in an emergency situation, entry shall only be during reasonable hours and after notice to the Owner. This right of entry shall include the right of the Association to enter upon any Unit to cure any condition which may increase the possibility of a fire, slope erosion or other hazard in the event an Owner fails or refuses to cure the condition within a reasonable time after requested by the Board.

7. Encroachments: If any portion of the Common Elements now encroaches upon any dwelling or if any dwelling now encroaches upon any other dwelling or upon any portion of the Common Elements, as a result of the construction of a building or any building, or if any such encroachment shall occur hereafter as a result of settling or shifting, a valid easement for the encroachment shall occur hereafter as a result of settling or shifting and a valid easement for the encroachment and the maintenance of the same so long as such building stands, shall exist. In the event such building, a dwelling, and adjoining dwelling or any adjoining Common Element, shall be partially or totally destroyed as a result of fire or other casualty or as a result of condemnation or an eminent domain proceeding and then rebuilt, encroachments of parts of the Common Elements upon any dwelling or encroachments of any dwelling upon any other dwelling or encroachments upon any portion of the Common Elements, due to such rebuilding, shall be permitted, and valid easements for such encroachments and the maintenance thereof shall exist so long as any such building shall stand.

8. Declarant's Right to Inspect and Correct: Declarant reserves for himself and others he may designate the right to inspect, monitor, test, redesign and correct any structure, improvement, or condition which may exist on any portion of the Property, and a perpetual, nonexclusive easement of access throughout the Property to the extent reasonably necessary to exercise such right. Except in an emergency, entry onto a dwelling shall be only after reasonable notice to the Owner and no entry into a dwelling shall be permitted without the Owner's consent. The Person exercising this easement shall promptly repair, at such Person's own expense, any damage resulting from such exercise.

9. Safety and Security: Each Owner and/or occupant of a Unit, and their respective guests and invitees, shall be responsible for their own personal safety and the security of their property within the Development Property. The Association may, but shall not be obligated to, maintain, or support certain activities within the Development Property designed to enhance the level of safety or security which each Person provides for himself or herself and his or her property. Neither the Association, the Declarant nor their officers, agents, members, or employees shall in any way be considered insurers or guarantors of safety or security within the Development Property, nor shall any of the foregoing be held liable for any loss or damage by reason of failure to provide adequate security or ineffectiveness of security measures undertaken. The obligation to provide security lies with each Owner individually. **NO REPRESENTATION OR WARRANTY IS MADE THAT ANY SECURITY SYSTEM OR MEASURES, INCLUDING ANY MECHANISM OR SYSTEM FOR LIMITING ACCESS TO THE DEVELOPMENT PROPERTY, CANNOT BE COMPROMISED OR CIRCUMVENTED, NOR THAT ANY SUCH SYSTEMS OR SECURITY MEASURES UNDERTAKEN WILL IN ALL CASES PREVENT LOSS OR PROVIDE THE DETECTION OR PROTECTION FOR WHICH THE SYSTEM IS DESIGNED OR INTENDED. EACH OWNER ACKNOWLEDGES, UNDERSTANDS, AND SHALL BE RESPONSIBLE FOR INFORMING ITS GUESTS, INVITEES, TENANTS AND ALL OCCUPANTS OF A UNIT THAT THE ASSOCIATION, ITS BOARD OF DIRECTORS AND COMMITTEES, AND THE DECLARANT ARE NOT INSURERS OR GUARANTORS OF SAFETY OR SECURITY AND THAT EACH PERSON WITHIN THE DEVELOPMENT**

PROPERTY ASSUMES ALL RISKS OF PERSONAL INJURY AND LOSS OR DAMAGE TO PROPERTY, INCLUDING UNITS, IMPROVEMENTS THEREON AND THE CONTENTS WITHIN UNITS, RESULTING FROM ACTS OF THIRD PARTIES.

10. Owner Liability for Damage: Each Owner and any tenant, occupant, family member, guest, agent, servant, or invitee thereof shall be liable to the Association for any damage to the Development Property or for any expense or liability incurred by the Association, to the extent not covered by insurance, which may be sustained by reason of the negligence or willful misconduct of such Owner or tenant, occupant, family member, guest, agent, servant, or invitee of such Owner and for any violation by such Owner or tenant, occupant, family member, guest, agent, servant, or invitee of this Declaration, any Supplemental Declaration, and the Governing Documents. The Association shall have the power, as elsewhere provided herein to levy and collect Reimbursement Assessments against an Owner to cover the costs and expenses incurred by the Association on account of any such damage or any such violation of this Declaration and the Governing Documents, or for any increased insurance premiums directly attributable to any such damage or any such violation.

ARTICLE III
DEVELOPER AND DEVELOPMENT RIGHTS

1. Development Period: The Development Period shall begin on either (1) the date a portion of the Property, i.e., the Proposed Unit B pursuant to Exhibit B of this Declaration, is transferred to the Declarant and/or (2) the date of the recording of this Declaration, whichever occurs first, and shall end upon the completion and transfer of ownership of the Unit(s) and/or Proposed Unit(s) from the Developer, to the last subsequent bona fide purchaser.
2. Developer(s) and Development Rights: During the Development Period defined herein, the Developer(s) and/or any such builder or their agents, employees, contractors, etc. shall be entitled to the unequivocal, unilateral right to:
    a. Access, ingress, egress from the buildings and property as may be required for purposes of development and sale of the Unit(s);
    b. Establish, relocate, expand, modify, reduce, enlarge, or extend the existing driveways, parking areas, and yard;

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

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

e. Add easements or any real estate to the Property;

f. Create additional Units, Common Elements, Limited Common Elements;

g. Relocate, expand, modify, reduce, enlarge, or extend the proposed Site Plan (Exhibit B to this Agreement) to accurately reflect the construction of the Unit(s) on the Property;

h. Erect and maintain, on any part of the Property, such signs as Developer, in his sole discretion, may deem desirable, necessary, or proper in connection with the development, construction, promotion, marketing, sale and leasing of parcels of real property within the Property;

i. Create separate and/or additional Supplemental Declarations outlining said Developer Rights pursuant to this Agreement; and

j. Appoint and remove all officers and directors of the Board until the Expiration of the Development Period.

3. Development Completion: No provision of this Declaration shall be construed to limit the right of Declarant to or require Declarant to obtain approval: (a) to complete Improvements indicated on Plats, Site Plans and/or Plans filed with this Declaration, as may be amended from time to time; (b) to create, add, withdraw, modify, alter, subdivide or redefine Units, Limited Common Elements, or Common Elements, comprising the Development Property; (c) to make the Development Property part of a larger planned community or to subject same to a master association; (d) to excavate, cut, fill, or grade any property owned by Declarant or to construct, alter, remodel, demolish, or replace any Improvements on any Development Property; or (e) to require Declarant to seek or obtain the approval of the Association for any such activity or Improvement to property by Declarant on any Development Property. Nothing in this Paragraph shall limit or impair the reserved rights of Declarant as elsewhere provided in this Declaration.

ARTICLE IV
ASSESSMENTS

1. Common Assessment: The Board shall have the power and authority to levy assessments to fund the annual or other periodic costs of operating the Association, including expenses incurred in connection with any Administrative Function and other expenses duly incurred by or on behalf of the Association which are to be paid by each Owner to the Association ("Common Assessment"). There may be Common Assessments specific to the residential Units to the exclusion of the commercial Units and

vice versa. Such Unit type specific Common Assessments will be assessed against the benefitted Unit Owners. Expenses which may be duly incurred on behalf of the Association in connection with the performance of Administrative Functions include, without limitation, the following:

a. Expenses of maintenance, operation, repair, replacement, and security of the Common Elements, including, without limitation, costs of labor, equipment, and materials incurred in connection therewith.

b. Utility charges for utilities serving the Common Elements and for the lighting of streets throughout the Common Elements, as well as charges for other common services for the Development Property.

c. Expenses related to sprinkler systems, supplemental trash disposal, recycling collection, seasonal decorative lighting, and other seasonal landscaping.

d. Principal, interest, and other charges payable with respect to: (i) loans to the Association to provide funds to perform any Administrative Function or to pay any other obligation of the Association, including, without limitation, loans financing the construction of Improvements for the Property and (ii) loans from Declarant made to the Association to fund Association expenses prior to the time when Common Assessments payable by Owners other than Declarant are sufficient to fund the normal operating expenses of the Association.

e. Other expenses as may be determined from time to time by the Board to be incurred necessarily or appropriately for the performance of Administrative Functions, including, without limitation, taxes, insurance premiums, utility charges, and governmental charges not separately assessed against Units.

f. The establishment and maintenance of a reasonable reserve fund or funds for (i) maintenance, repair, and replacement of those portions of the Development Property and Improvements thereon that are the responsibility of the Association and that must be maintained, repaired, or replaced on a periodic basis; and (ii) to cover unforeseen operating contingencies or deficiencies arising from unpaid Assessments or liens, as well as from emergency expenditures and other matters, all as may be authorized from time to time by the Board.

2. Special Assessments: The Board may levy one or more Assessments for the purpose of raising funds, not provided by Common Assessments to: (a) construct or reconstruct, repair, remodel, replace, or maintain Improvements upon Development Property, including necessary personal property related thereto, and to pay ad valorem taxes and insurance on Development Property; (b) add to the

Development Property; (c) provide for necessary facilities and equipment to offer the services authorized in this Declaration; (d) repay any loan made to the Association to enable it to perform any duty or function authorized in this Declaration; or (e) pay for any other cost or expense as determined by the Board ("Special Assessments"). The amount of Special Assessment to be paid by each Owner shall be calculated in the same manner as Common Assessments and may be made payable in installments over a period that may extend beyond the Assessment Year in which the resolution was adopted. In addition to the other information required to be set forth in Assessment notices, a Special Assessment notice shall state the purpose of the Special Assessment.

3. Supplemental Assessments: In any Assessment Year, if the Board determines that the important and essential functions of the Association may not be fully funded by the Common Assessment received or receivable for that Assessment Year, the Board may levy one or more Assessments applicable to that year only, by resolution authorizing same ("Supplemental Assessments"). The amount of Supplemental Assessment to be paid by each Owner shall be calculated in the same manner as Common Assessments and may be made payable in installments over a period that may extend beyond the Assessment Year in which the resolution was adopted. In addition to the other information required to be set forth in Assessment notices, a Supplemental Assessment notice shall state the amount of the deficit and the reasons therefor.

4. Enforcement: Liens and Personal Obligation: In order to secure payment of Assessments, fines, or other duly levied charges assessed against any Unit within the Development Property pursuant to this Declaration as same become due, there shall arise a continuing lien and equitable charge ("Assessment Lien") in favor of the Association for all such sums, together with court costs, reasonable attorney's fees, late charges, any other collection costs, and interest thereon as provided herein (collectively, "Noncompliance Damages"). If any Assessment, fine, or other duly levied charge remains unpaid for sixty (60) days from the original due date, the Association may, as the Board shall determine, institute suit to collect Noncompliance Damages, foreclose its Assessment Lien, or both. The Assessment Lien shall be in favor of the Association and each Owner, by acceptance of a deed to a Unit vests in the

Association or their agents, the right and power to sue or otherwise proceed against such Owner for the collection of Noncompliance Damages and/or to foreclose the Association's Assessment Lien. The Association shall have the power to bid on the Unit at any such foreclosure sale and to acquire, hold, lease, mortgage, and convey same except that the amount the Association may bid at any such sale may not exceed the total amount owed to the Association by the delinquent Owner. The Noncompliance Damages shall also be the personal obligation of the Person who was the Owner at the time the Assessment, fine, or other duly levied charge became due. Such personal obligation shall not pass to successors in title unless expressly assumed by them. Any sale or transfer described herein shall not relieve such Unit from liability for any Assessments accruing after such sale or transfer.

5. Priority of Assessment Lien: The Assessment Lien described in the preceding Paragraph shall be superior to all other liens and encumbrances on such Unit except for: (a) liens of ad valorem taxes; and (b) a lien for all sums unpaid on a first Mortgage, on any secondary purchase money Mortgage, or on any Mortgage to Declarant, and all amounts advanced pursuant to any such Mortgage and secured thereby in accordance with the terms of such instrument; provided, however, that the subordination of the Assessment Lien to the foregoing Mortgages shall apply only to Assessments that shall have become due and payable prior to a sale or transfer of such Unit pursuant to a foreclosure. Further, notwithstanding the foregoing, any Mortgage held by a party related to, affiliated with, or controlled by the Owner of the Unit on which such Mortgage exists shall not be entitled to such priority unless such Mortgagee obtains the written agreement of the Association that it will be entitled to such priority before making such Mortgage. All Persons acquiring other liens or encumbrances on any Unit after the recording of this Declaration shall be deemed to consent that such liens or encumbrances shall be inferior to such future equitable charges and liens for Assessments as provided herein, whether or not such prior consent shall be specifically set forth in the instruments creating such liens or encumbrances.

6. No Offsets: All Assessments shall be payable in the amounts specified in the notice related thereto, and no offsets or reductions thereof shall be permitted for any reason, including, without limitation, any claim of non-use of Development Property or Improvements thereon or any claim that the Association, the

Board, or any committee of the Board is not properly exercising its duties and powers under this Declaration.

ARTICLE V
MISCELLANEOUS PROVISIONS

1. Limitation on Liability: The Association, the Board, any other committee established by the Board, the Declarant, and any member of the Board or any committee, officer, agent, or employee of any of them (collectively the "Indemnitees") shall not be liable to any Person for any mistake of judgment, whether negligent or otherwise, or for any action or any failure to act under this Declaration or any Supplemental Declaration. In addition, the Board and the officers of the Association shall have no personal liability with respect to any contract or other commitment made by them, on behalf of the Association (except to the extent that such directors or officers may also be Owners) and the Association, as an Administrative Function, shall indemnify, hold harmless, and defend the Board and such officers from any and all expense, loss, or liability to others on account of any such contract or commitment. In addition, the lndemnitees shall be indemnified and held harmless by the Association, as an Administrative Function, from any expense, loss, or liability to others by reason of having served in such capacity, against all expenses, losses, and liabilities, including court costs and reasonable attorney's fees incurred by or imposed upon such Person in connection with any proceeding to which he may be a party or may have become involved by reason of holding such position, whether or not he holds such position at the time such expenses are incurred, except in cases in which the expenses, losses, and liabilities arise from a proceeding in which such Person is adjudicated guilty of willful misfeasance, gross negligence, or bad faith in the performance of his duties. In the event of a settlement of any such proceedings, the indemnification provided hereby shall apply only when the Board approves such settlement and reimbursement as being in the best interests of the Association. Any right of indemnification provided in this Paragraph shall not be exclusive of any other rights to which an Indemnitee may be entitled.
2. Amendment: This Declaration may be amended by a deed or amendment joined in by the co-owners representing all of the total then existing dwelling units in the Horizontal Property Regime which deed

shall be recorded in the Register's Office of Davidson County, Tennessee.

3. Waiver: No provisions contained in this Declaration shall be deemed to have been abrogated or waived by reason of any failure to enforce it, regardless of the number of violations or breaches which may occur.

4. Captions: The captions herein are inserted only as a matter of convenience and for reference and neither define, limit or describe the scope of the Declaration not the intent of any provision hereof.

5. Gender: Feminine or neuter pronouns shall be substituted for those of masculine form, and the plural shall be substituted for the singular, wherever the context shall require. No specific words, phrases or clauses herein used shall be taken or construed to control, limit or cut down the scope or meaning of any general words, phrases or clauses used in connection therewith.

IN WITNESS WHEREOF, the Developer has caused this Declaration to be executed in Nashville, Davidson County, Tennessee on this the 10th day of July, 2023.

DEVELOPER: MIGUEL A. PALOS, JR.

BY: MIGUEL A. PALOS, JR.

DEVELOPER: THE J&M IRWIN TRUST DATED APRIL 19, 2020, JEFFREY MATTHEW IRWIN AND MADISON MINOR IRWIN, TRUSTEES

BY: JEFFREY MATTHEW IRWIN
TITLE: CO-TRUSTEE

BY: MADISON MINOR IRWIN
TITLE: CO-TRUSTEE

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

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

WITNESS my hand, at office, on this the 10th day of July, 2023.

Notary Public _____ My Commission Expires May 3, 2027



STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally, appeared before me, a Notary Public of the aforesaid authority, **Jeffrey Matthew Irwin and Madison Minor Irwin**, the **Co-Trustees** of the **J&M Irwin Trust dated April 19th 2020, Jeffrey Matthew Irwin and Madison Minor Irwin, Co-Trustees**, with whom I am personally acquainted or who provided sufficient evidence to the effect thereof, and who acknowledged that they executed the within instrument for the purposes therein contained. I declare under penalty of perjury that the person whose name is subscribed to this instrument, appears to be of sound mind and under no duress, fraud, or undue influence.

WITNESS my hand, at office, on this the 10th day of July, 2023.

Notary Public _____ My Commission Expires May 3, 2027



EXHIBIT A
Property Description

A certain tract or parcel of land in Davidson County, State of Tennessee, described as follows, to-wit:

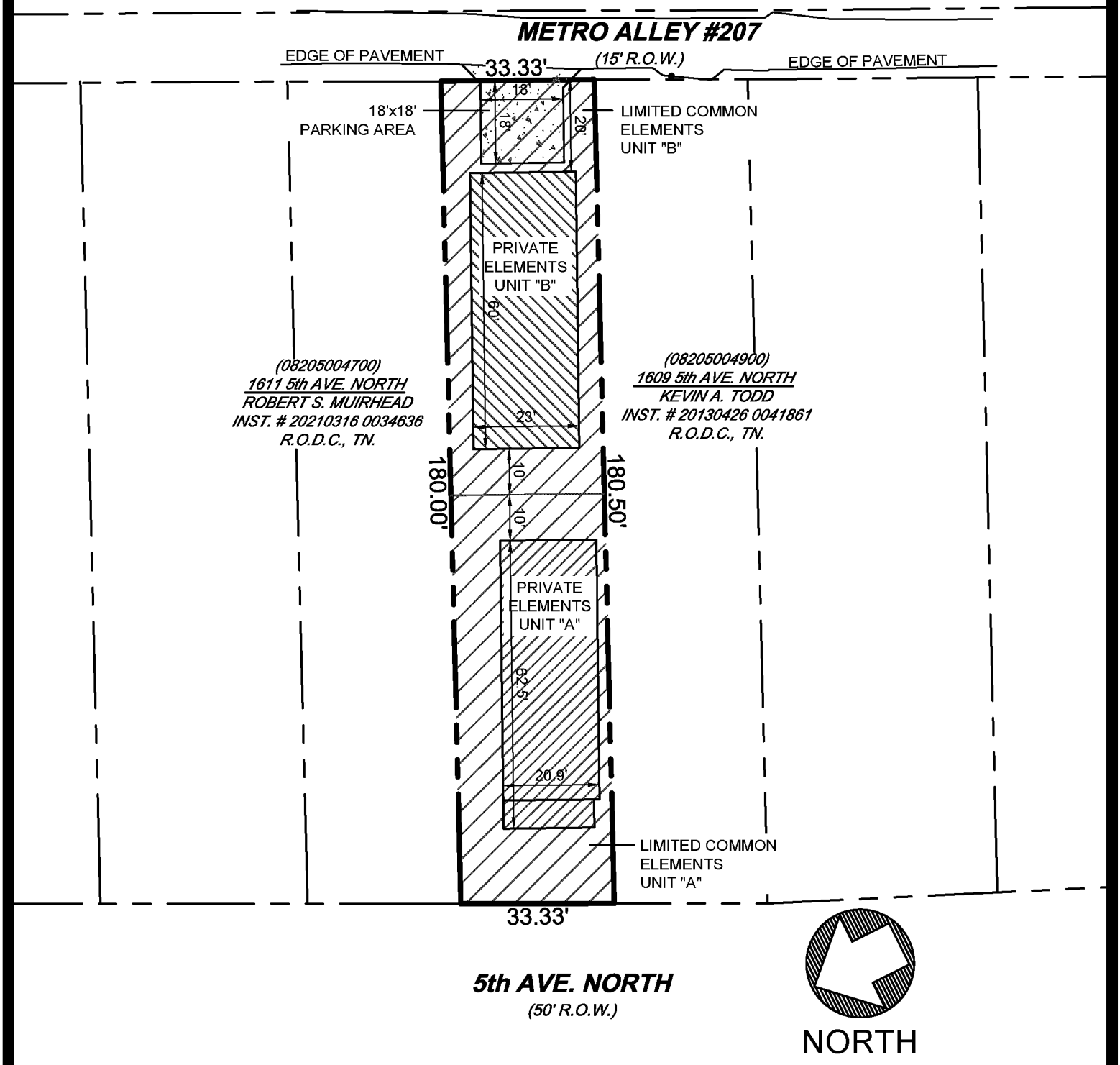
Land in Davidson County, Tennessee, being in the Southerly 16 2/3 feet of Lot No. 154 and the Northerly 16 2/3 feet of Lot no. 156 on the Plan of Lots of the North Nashville Real Estate Company as of record in Book 21, Page 105, Registers Office for Davidson County, Tennessee, to which plan reference is hereby made.

Being the same property conveyed to Miguel A. Palos, Jr., an unmarried man, as to 70% interest and the J&M Irwin Trust dated April 19, 2020, Jeffrey Matthew Irwin and Madison Minor Irwin, Trustees, as to 30% interest by Quitclaim Deed from Miguel A. Palos, Jr., an unmarried man, and Jeffrey Irwin, a married man whose spouse has no interest, of record in Instrument No. 20200515-0050524 Register's Office for Davidson County, Tennessee, dated April 30, 2020, and recorded on May 15, 2020.

PARCEL ADDRESS:	**1609 5th Avenue North, Nashville, Tennessee 37208**
PARCEL NUMBER:	**08205004800**
INSTRUMENT NUMBER:	**20200515-0050524**
DERIVATION DATE:	**July 10, 2023**

EXHIBIT B

Site Plan of The Townhomes at 1609 5th Avenue North.



LEGEND

- PRIVATE ELEMENTS UNIT "A"
- LIMITED COMMON ELEMENTS UNIT "A"
- PRIVATE ELEMENTS UNIT "B"
- LIMITED COMMON ELEMENTS UNIT "B"

HORIZONTAL PROPERTY REGIME

1609 5th Avenue North

PARCEL I.D.: 08205004800

NINETEENTH COUNCIL DISTRICT

NASHVILLE, DAVIDSON COUNTY, TENNESSEE

Q. Scott Pulliam, RLS

715 Northview Circle, Lebanon, Tennessee 37087

Telephone (615)207-2086 Fax (615)292-7870

Land Surveying Land Use Consulting Spatial Data Mgmnt.

qspulliamrls@yahoo.com

QSP

EXHIBIT C

BY-LAWS OF
THE TOWNHOMES AT 1609 5TH AVENUE NORTH
HOMEOWNERS' ASSOCIATION, INC.

ARTICLE I. DEFINITIONS

The words defined in the DECLARATION OF PROTECTIVE COVENANTS, CONDITIONS AND RESTRICTIONS FOR THE TOWNHOMES AT 1609 5TH AVENUE NORTH (the "Declaration") of record In the Register's Office for Davidson County, Tennessee, shall have the same meaning in these corporate By-Laws.

ARTICLE II. NAME AND OFFICES

1. Name: The name of the Nonprofit Corporation shall be The Townhomes at 1609 5th Avenue North Homeowners' Association, Inc.

2. Registered Office: The registered office of the corporation is located at 1609 5th Avenue North, Nashville, Davidson County, Tennessee 37208, as may be relocated by the Board of Directors from time to time. The name of the registered agent of the corporation is Jeffrey Irwin who may be located at 1609 5th Avenue North, Nashville, Davidson County, Tennessee 37208.

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

ARTICLE III. MEMBERS AND MEMBERSHIP PRIVILEGES

1. Membership: Each Owner shall be a Member of the corporation, and no other person or entity shall automatically be entitled to membership. No Member shall be required to pay any consideration whatsoever solely for membership in the corporation.

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

ARTICLE IV. MEETINGS OF MEMBERS

1. Place and Time of Meetings: Meetings of the Members of the corporation may be held at a place to be determined by the Board within Davidson County, Tennessee, and at such time, as specified in the written notice of such meeting which shall be delivered by the Board to all Owners at least TEN (10) days prior to the date of such meeting.

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

3. Annual Meetings: Post Development Period: The first regular annual meeting of the Owners (the "First Annual Meeting") shall be held after the expiration or termination of the Development Period. Subsequent to the First Annual Meeting, there shall be a regular annual meeting of Lot Owners held each year

within THIRTY (30) days of the anniversary of the First Annual Meeting. All such meetings of the Owners shall be held at such place in Davidson County, Tennessee and at such time, as specified in the written notice of such meeting which shall be delivered by the Board to all Owners at least TEN (10) days prior to the date of such meeting.

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

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

6. Quorum: The presence in person or by proxy of more than THIRTY-FIVE PERCENT (35%) of the Votes entitled to be cast at a meeting of the Members shall constitute a quorum at all meetings of the Members for the transaction of business. If, however, the Members entitled to Vote in person or represented by proxy present at a meeting fail to satisfy a quorum, the Members present shall have the power to adjourn the meeting, without notice, until a quorum shall be present or represented. Further, if a quorum is not present, a subsequent meeting may be called; and the required quorum shall be reduced by half at such meeting. Such procedure may be repeated until a quorum is established, although in no event may the required quorum be less than TEN PERCENT (10%) of the Votes entitled to be cast at a meeting of the Members.

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

8. Method of Voting; Proxies: Each Member shall be entitled to a Vote as provided in the Declaration. No Member, other than the Declarant, shall be entitled to vote at any meeting of the corporation until such Member has presented to the Board sufficient evidence of ownership interest in a Lot of the Development Property entitling the Member to voting rights as provided in the Declaration, The Vote(s) of each Member may only be cast by such Member or by a proxy given by such Member to his duly authorized representative. No proxy shall be valid for more than one meeting and shall bear the signature· of the Member making the proxy, the date of the meeting to which the proxy relates and the name of the authorized representative to vote on behalf of the Member, such proxy shall be filed with the secretary of the corporation prior to or at the time of the meeting. If title to any property ownership interest in a Lot(s) of the Development Property entitling the Member to voting rights as provided in the Declaration is in the name of two or more Persons or entities as co-owners, all such Persons or entities shall be Members of the corporation and are referred to herein as a "Joint Member." Any such Joint Member is entitled to one unanimous Vote per entitled Member voting rights as provided in the Declaration at any meeting of the Members of the corporation, and such Vote shall be binding upon the Joint Member until written notice to the contrary has been received by the Board identifying the authorized manner in which the Joint Member's unanimous Vote(s) are to be cast (in person or by proxy). In the event of disagreement among such Joint Member to cast a Vote, such Joint Member shall not be recognized, and such Vote shall not be counted.

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

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

ARTICLE V. DIRECTORS

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

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

3. Removal; Change in Number; Vacancies: Any Director may be removed either for or without cause at any meeting or special meeting of the Members by the affirmative vote of a majority of the Members present in person or by proxy at such meeting and entitled to vote, if notice of the intention to act upon such matter shall have been given in the notice calling such meeting. If any vacancy occurs in the Board of Directors, caused by death, resignation, retirement, disqualification or removal from office, a successor or successors may be appointed by a majority vote of the remaining Board of Directors, and each successor Director so appointed shall serve for the unexpired term of his predecessor in office. Any Directorship to be filled by reason of an increase in the number of Directors shall be filled by election at an annual meeting of the Members or at a special meeting of the Members called for that purpose.

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

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

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

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

8. Quorum: At all meetings of the Board of Directors, the presence of a majority of the Directors shall be necessary and sufficient to constitute a quorum for the transaction of business. The act of a majority of the Directors present at any such meeting at which there is a quorum shalt be the act of the Board of Directors. If a quorum shall not be present at any meeting of the Directors, the Directors present may adjourn the meeting by announcement at the meeting without notice until a quorum shall be present.

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

10. Other Committees: Other committees not having and exercising the authority of the Board of Directors in the management of the affairs of the corporation may be designated and appointed by a resolution

adopted by a majority of the Directors at a meeting at which a quorum is present. Membership on such committees may, but need not be, limited to Directors or Members of the corporation.

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

12. Managing Agents: The Board of Directors may employ a Management Agent or entity for the corporation at a compensation established by the Board of Directors. Such Management Agent shall perform such duties and services with respect to the Association, as the Board of Directors shall authorize. The Board of Directors may delegate to such Management Agent such duties with respect to management, repair and maintenance of the Development Property which are not by statute, the Declaration, the Charter or these corporate By-Laws required to be performed by or have the approval of the Board of Directors or the Members of the corporation.

ARTICLE VI. POWERS AND DUTIES

1. The Board shall have the following powers and duties:

   a. To elect and remove the officers of the Association.
   b. To administer the affairs of the Association and Development Property.
   c. To engage the services of a Managing Agent to maintain, repair, replace, administer and operate the Development Property or any part thereof for all Owners upon such terms and for such compensation and with such authority as the Board may be approved.
   d. To formulate policies for administration, management, and operation of the Development Property and the Common Areas.
   e. To enforce the Declaration; to adopt and enforce Rules and Regulations with written notice thereof to all Owners that govern the administration, management, operation and use of the Development Property and Common Areas; and to amend such Rules and Regulations from time to time.
   f. To assess fines, fees and/or similar penalties against Owners for violations of the Declaration, these By-Laws or the Rules and Regulations of the Association; and to make necessary corrections or to take necessary action to achieve compliance at the Owner's expense.
   g. To provide for the maintenance, repair, and replacement of the Common Areas, and to make payments therefor, and to approve payment vouchers or to delegate such approval to the officers, Managing Agent or other authorized agents.
   h. To provide for the designation, hiring and removal of employees and other personnel, including accountants and attorneys, and to engage or contract for the services of others, and to make purchases for the maintenance, repair, replacement) administration, management and operation of the Development Property and the Common Areas and to delegate any such powers to the Managing Agent (and any such employees or other personnel who may be the employees of a Managing Agent).
   i. To appoint committees of the Board and to delegate to such committees the Board's authority to carry out certain duties of the Board or other such directives that are not duties of the Board.
   j. To determine the fiscal year of the Association and to change said fiscal year from time to time as the Board deems necessary or appropriate.
   k. To fix the estimated annual budget and to provide the manner of assessing and collecting from Owners Assessments or other impositions of the Association.
   l. To borrow money for the purpose of repair or restoration of Common Areas that are the responsibility of the Association to repair or restore.
   m. To secure insurance policies as required or allowed by the Declaration. And in this regard, annually to review the amounts of coverage afforded by such policies.
   n. Unless otherwise provided herein or in the Declaration, to comply with the instructions

expressed in resolutions duly adopted at any annual or special meeting of Owners by a majority Vote of the Owners at such meeting unless some other percentage Vote by the Members is required by the Declaration.

o. To exercise all other rights, powers, and duties on behalf of the Owners as provided or referred to in the Declaration or these By-Laws.

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

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

ARTICLE VII. OFFICERS

1. Number; Titles: The officers of the corporation shall be elected by the Directors from among the members of the Board of Directors and shall be a president, a secretary, and a treasurer. The president shall also be the Chief Director. Any TWO (2) or more offices may be held by the same person except the offices of president and secretary shall not be held by the same person.

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

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

4. Salaries: The salaries of all officers of the corporation, if any, shall be fixed by the Board of Directors but shall never be greater than an amount equal to the Annual Assessment due per Member as provided in the Declaration. A person holding multiple offices may only collect a salary for ONE (1) office.

5. Term of Office; Removal: Each officer of the corporation shall hold his office until the annual meeting of the Board of Directors next following his election until a successor is chosen and qualified in his stead or until death, resignation or removal from office. Any officer or agent elected or appointed by the Board of Directors may be removed at any time by the affirmative vote of a majority of the whole Board of Directors. If the office of any officer becomes vacant for any reason, the vacancy may be filled by the Board of Directors.

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

7. Secretary: The secretary or the designated agent of the secretary shall attend all sessions of the Board of Directors and all meetings of the Members, shall record and maintain records of all votes and the minutes of all proceedings and shall perform like duties for any committees when required. The secretary or the designated agent of the secretary shall give, or cause to be given1 notice of all meetings of the Members and special meetings of the Board of Directors and shall perform such other duties as may be prescribed by the Board of Directors or president. If the secretary is not able to perform any duty as described herein or otherwise provided, it is the sole responsibility of the secretary to delegate such duties until such time that the Secretary resumes these duties.

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

ARTICLE VIII. FEES

1. Insurance: The Board shall have the authority to and shall have the option obtain Homeowners' Association insurance to cover the Common Areas and the Units, excluding personal property contents of the Units, against loss or damage by hazards including, but not limited to, fire, vandalism, and malicious mischief upon a majority vote of the Unit Owners within the Homeowners' Association that, upon approval, shall be assessed in equal portions to said Unit Owners

2. Miscellaneous Fees: The Board may levy one or more Assessments for the purpose of raising funds, not provided by Common Assessments to: (a) construct or reconstruct, repair, remodel, replace, or maintain Improvements upon Development Property, including necessary personal property related thereto, and to pay ad valorem taxes and insurance on Development Property; (b) add to the Development Property; (c) provide for necessary facilities and equipment to offer the services authorized in this Declaration; (d) repay any loan made to the Association to enable it to perform any duty or function authorized in this Declaration; or (e) pay for any other cost or expense as determined by the Board ("Special Assessments"). The amount of Special Assessment to be paid by each Owner shall be calculated in the same manner as Common Assessments and may be made payable in installments over a period that may extend beyond the Assessment Year in which the resolution was adopted. In addition to the other information required to be set forth in Assessment notices, a Special Assessment notice shall state the purpose of the Special Assessment.

3. Supplemental Fees: In any Assessment Year, if the Board determines that the important and essential functions of the Association may not be fully funded by the Common Assessment received or receivable for that Assessment Year, the Board may levy one or more Assessments applicable to that year only, by resolution authorizing same ("Supplemental Assessments"). The amount of Supplemental Assessment to be paid by each Owner shall be calculated in the same manner as Common Assessments and may be made payable in installments over a period that may extend beyond the Assessment Year in which the resolution was adopted. In addition to the other information required to be set forth in Assessment notices, a Supplemental Assessment notice shall state the amount of the deficit and the reasons therefore.

ARTICLE IX. USE RESTRICTIONS

1. General: The following use restrictions apply to all Units and Improvements constructed thereon within the Property.

2. Occupancy Permit: No Unit may be occupied prior to the issuance of a use and occupancy permit related to same by the applicable governing authority.

3. Lease: The lease of any Unit shall be in writing. The Lessee under such lease shall be bound by and subject to all of the terms, conditions, restrictions, rights, and· obligations of this Declaration and the Governing Documents. Upon request by the Board, the Owner of a Unit shall deliver to the Board within ten (10) days a copy of the lease for the Unit. Failure to comply with this Declaration shall be a default under such lease. No Owner may lease less than the whole of a Unit. This restriction shall not be deemed to prohibit Mortgagee who takes title to a Unit pursuant to the terms of its security instrument from leasing same for a limited time until the Mortgagee can find a buyer for the Unit.

4. Good Condition and Order: Each Owner shall maintain his Unit and Limited Common Elements appurtenant thereto in good condition and in good order and repair, at his own expense. Each Owner shall not do or allow anything to be done or kept within his Unit and Limited Common Elements appurtenant thereto or the Common Elements which may increase the cost or cause the cancellation of insurance on other Units and Limited Common Elements appurtenant thereto or the Common Elements.

5. Clotheslines and Lighting: No clotheslines or similar hanging device shall be permitted on the Development Property. Outside lights at eaves and door entrances, flood lights, and spotlights shall be permitted; provided, however, these lights must be adjusted so that the rays of any beam or floodlight shall not interfere with neighboring Units or Limited Common Elements. Exterior flashing lights or spot/flood lights on the exterior that shine on or into adjacent Units or Limited Common Elements shall be prohibited. Any walkway, driveway, or landscape lighting shall be of low intensity. Seasonal decorative lighting shall be permitted only during the holiday season. Any lighting inconsistent with these restrictions must be approved by Declarant during Appointment Period and thereafter the Board.

6. Garbage Disposal: Trash, garbage, or other waste shall be kept in sanitary containers and shall be disposed of in a clean and sanitary manner. All equipment for storage or disposal of such materials shall be kept in a clean and sanitary condition and shall be kept inside the garage or other area designated by the Board.

7. Vehicle Services: Junk vehicles, inoperable vehicles, unlicensed vehicles not for immediate use, or vehicles of any kind in disrepair, may not be kept or parked on any street or in public view within the Development Property. Vehicles may not be assembled or serviced unless completely hidden from public view. For purposes of this Paragraph, "serviced" shall not be deemed to include the cleaning, washing, or polishing of a vehicle; the changing of oil, lubricants, anti-freeze, or other fluids; nor the replacing of air, oil, or other filters used in the vehicle.

8. Parking and Entertainment: All Owners shall park their vehicles in dedicated parking space or other parking area designated by the Board. Parking shall be subject to additional Rules and Regulations adopted by the Board. Any vehicle parked in violation of this Paragraph or any other rules and regulations now or hereafter adopted by the Board, may be towed at the expense of the owner of such vehicle or the Owner of the Unit visited by such vehicle owner. Neither the Declarant, the Association, nor the Board shall be liable to the owner of such vehicle for trespass, conversion, or otherwise, nor be guilty of any criminal act by reason of such towing. Neither the removal nor the failure of the owner of such vehicle to receive any notice of said violation shall be grounds for relief of any kind. The term "vehicle" as used herein shall include, without limitation, motorhomes, watercraft, trailers, golf carts, motorcycles, scooters, trucks, all-terrain vehicles, campers, buses, and automobiles.

9. Pets: No animals, livestock or poultry of any kind shall be raised, bred or kept in any Unit, except that dogs, cats, or other household pets may be kept, provided they are not kept, bred, or maintained for commercial purposes. At all times, when such household pet is not confined in the Unit, said pet shall be leashed or otherwise under the immediate control of the person(s) with it. It is the responsibility of the pet owner to clean and dispose of any waste produced by the pet.

10. Codes: Each Owner shall observe all governmental building codes, health restrictions, zoning

restrictions, and other regulations applicable to his Unit. In the event of any conflict between any provision of such code, regulation, or restriction and any provision of this Declaration, the more restrictive provision shall apply.

11. Signs: The following restrictions shall apply to signs: (a) 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 Unit, Limited Common Element, 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) no sign, billboard or poster of any kind of a permanent nature shall be erected, exhibited, maintained, or placed upon any Common Element or Unit, its Limited Common Elements; (d) temporary signs, not to exceed a maximum surface area of six (6) square feet, such as "For Sale" signs, shall be permitted so long as there are no more than two (2) signs per Unit, and no such sign shall be placed: (i) outside the boundary of the Unit, Limited Common Elements, (ii) within any right-of-way, (iii) upon the Common Elements, or (iv) upon the Limited Common Elements owned by another Owner; (e) all signs shall comply with regulations that may be adopted by the Board from time to time; and (f) all Owners grant to Declarant and thereafter to the Board the right to remove all signs not in compliance with the sign restrictions and in doing so shall not be subject to any liability or criminal action for trespass, destruction of property, or other tort in connection therewith or arising from such removal.

12. Noise & Nuisances: No Owner shall cause or allow any use of his Unit or Limited Common Elements that results in noise which disturbs the peace and quiet of the Development Property. Each Owner shall also refrain from any act or use of his Unit or its Limited Common Elements that could reasonably cause annoyance, embarrassment, or nuisance to neighboring Units. No noxious, offensive, or illegal activity shall be carried out within any Unit or Limited Common Elements. To constitute a violation of this section, noises or activities claimed to be a nuisance must constitute a violation of a specific Nashville, Davidson County ordinance in effect at the time of the occurrence complained of or otherwise specifically prohibited by this Declaration, Governing Documents or rules and regulations of the Association approved by the Declarant during the Appointment Period and thereafter the Board. Owners acknowledge that the business operations of commercial uses such as the restaurant Unit and the garage Unit necessarily involve noise and odors related to such commercial business operations. Typical noise and odors emitted from the commercial use Units shall not be deemed a violation of this Section, and residential Unit Owners shall not interfere with or unreasonable frustrate the business operations lawfully conducted on these commercial Units.

13. Additional Prohibited Activities: The Board may from time to time reasonably prohibit certain activities on or within the Development Property and such prohibition shall be final and binding on all Owners.

14. Compliance and Penalty: Failure to comply with any provision of this Article, Declarant during the Appointment Period and thereafter the Board may take such action as necessary to achieve compliance therewith, including, without limitation, assessment of fines or corrective action to bring such violation into compliance. The Owner shall, upon demand, immediately pay the fine and/or reimburse Declarant or other performing party for all costs incurred, including reasonable attorney's fees. Declarant and thereafter the Association shall have a lien on the Unit and Improvements thereon to secure payment of fines and/or reimbursement for such costs. Such lien may be enforced in the same manner and with the same priority that the lien for Assessments may be enforced.

ARTICLE X. MISCELLANEOUS PROVISIONS

1. Reserves: The Board shall provide for such reserve or reserves as the Directors from time to time, in their discretion, think proper to provide for contingencies, or to repair or maintain any portion of the Development Property, or for such other purposes as the Directors shall think beneficial to the corporation.

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

3. Fiscal Year: The fiscal year of the corporation shall be fixed by the Board.

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

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

6. Notice of Unpaid ·Common Charges: The Board, whenever so requested in writing by a Mortgagee of a Lot, shall promptly report any then unpaid impositions, charges therefrom or any other default by the Owner of the mortgaged Lot

7. Indemnification: The corporation shall indemnify any current or former Director, officer, or employee of the corporation against expenses actually and necessarily incurred by him and any amount paid in satisfaction of judgments, in connection with any action, suit or proceeding, whether civil or criminal in nature, in which he is made a party by reason of being or having been such a Director, officer or employee (whether or not a Director, officer or employee at the time such costs or expenses are incurred by or imposed upon him) except in relation to matters in which he shall have been adjudged in such action, suit or proceeding to be liable for gross negligence or willful misconduct in the performance of his duty. The corporation may also reimburse to any Directors, officer or employee the reasonable costs of settlement of any such action, suit or proceedings; if it shall be found by a majority of the Directors not involved in the matter of controversy, whether or not a quorum, that it was in the interest of the corporation that such settlement be made and that such Director, officer or employee was not guilty of gross negligence or willful misconduct. Such rights of indemnification and reimbursement shall not be deemed exclusive of any other rights to which such Director, officer or employee may be entitled by law or under By-law, agreement, Vote of Members or otherwise.

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

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

10. Limited Effect of Plan Approval: The approval by the Declarant or the Board of any Plans for the construction of any Improvement on the Development Property is not intended to be an approval of the structural stability, integrity, or design of a completed improvement, the safety of any component therein, or the compliance thereof with the Metropolitan Government of Nashville and Davidson County regulatory requirements or any federal, state, or local law, regulation, or ordinance. This approval by the Declarant or the Board is required solely for the purpose of insuring compliance with the covenants contained herein and to insure the harmonious and orderly architectural and aesthetic development and improvement of the Development Property. As such, no liability shall accrue to the Declarant, the Board, or to the Association in the event that any such construction shall subsequently prove to be defective or not in compliance with such

requirements.

11. Headings: The headings used in these By-Laws have been inserted for administrative convenience only and do not constitute matters to be construed in Interpretation.

The foregoing By-Laws are hereby adopted as the By-Laws of The Townhomes at 1609 5th Avenue North Homeowners' Association, Inc., by the undersigned as of this the 10th day of July, 2023.

DEVELOPER: MIGUEL A. PALOS, JR.

BY: MIGUEL A. PALOS, JR.

DEVELOPER: THE J&M IRWIN TRUST DATED APRIL 19, 2020, JEFFREY MATTHEW IRWIN AND MADISON MINOR IRWIN, TRUSTEES

BY: JEFFREY MATTHEW IRWIN

TITLE: CO-TRUSTEE

BY: MADISON MINOR IRWIN

TITLE: CO-TRUSTEE

EXHIBIT D

Maintenance Responsibility – Summary

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

EXHIBIT E

Copy of Filed Charter of The Townhomes at 1609 5th Avenue North Homeowners' Association, Inc.

001444294

CHARTER
NONPROFIT CORPORATION

SS-4418

Tre Hargett
Secretary of State

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

Filing Fee: $100.00

For Office Use Only

-FILED-

Control # 001444294

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

1. The name of the corporation is: The Townhomes at 1609 5th Avenue North Homeowners Association Inc.

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

3. This company has the additional designation of: None

4. The name and complete address of its initial registered agent and office located in the State of Tennessee is:
The Townhomes at 1609 5th Avenue North Homeowners Association Inc.
1609 5TH AVENUE NORTH
NASHVILLE, TN 37208
DAVIDSON COUNTY

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

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

7. The corporation is not for profit.

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

9. The complete address of its principal office is:
1609 5TH AVENUE NORTH
NASHVILLE, TN 37208
DAVIDSON COUNTY

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

B1423-4149 07/10/2023 3:43 PM Received by Tennessee Secretary of State Tre Hargett

CHARTER
NONPROFIT CORPORATION

SS-4418

Tre Hargett
Secretary of State

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

Filing Fee: $100.00

For Office Use Only

-FILED-

Control # 001444294

The name of the corporation is: The Townhomes at 1609 5th Avenue North Homeowners Association Inc.

10. The complete mailing address of the entity (if different from the principal office) is:
1609 5TH AVENUE NORTH
NASHVILLE, TN 37208

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

Title	Name	Business Address	City, State, Zip
Incorporator	Jeff Irwin	1609 5TH AVENUE NORTH	NASHVILLE, TN 37208
Incorporator	Miguel Palos, Jr.	1609 5TH AVENUE NORTH	NASHVILLE, TN 37208

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

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

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

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

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

14. Other Provisions:

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

Electronic	Incorporator
Signature	Title/Signer's Capacity
Jeff Irwin	Jul 10, 2023 3:43PM
Printed Name	Date

B1423-4150 07/10/2023 3:43 PM Received by Tennessee Secretary of State Tre Hargett

202307130053746

EXHIBIT F

Attorney Certificate

THIS INSTRUMENT WAS PREPARED BY:
Seth N. Cline, Esq.
COLLINS LEGAL, PLC
4101 Charlotte Avenue, Ste F186
Nashville, Tennessee 37209
615-569-3316
seth@collins.legal

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

1. The Declaration is establishing The Townhomes at 1609 5th Avenue North, a Horizontal Property Regime.
2. By-laws of The Townhomes at 1609 5th Avenue North Homeowners' Association, Inc, Nonprofit Corporation (a/k/a Townhomes Corporation) as described in Tennessee Code Annotated § 66-27-102(15).
3. The Plan for The Townhomes at 1609 5th Avenue North, a Horizontal Property Regime, attached as Exhibit B hereto.
4. The Charter of The Townhomes at 1609 5th Avenue North Homeowners' Association, Inc, a Nonprofit Corporation (a/k/a Townhomes Corporation) organized under the Tennessee Nonprofit Corporation Act, Title 48 Chapters 51-68.

WITNESS my hand this the 10th day of July, 2023.

Seth N. Cline

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

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

WITNESS my hand and official seal this the 10 day of July, 2023.

Notary Public

Commission Expires: _____

MADELYN N REYNOLDS
STATE OF TENNESSEE
NOTARY PUBLIC
My Commission Expires on 11/06/2024
DAVIDSON COUNTY

TENNESSEE CERTIFICATION OF ELECTRONIC DOCUMENTS

I, Seth N. Cline, 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 it a true and exact copy of the original document executed and authenticated according to Tennessee law on 07/10/2023 (date of document).

Affiant Signature

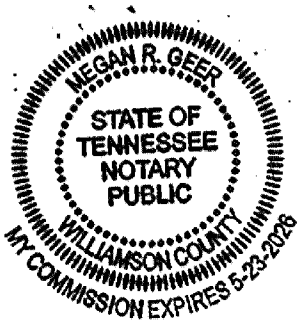
Date: 07/13/2023

State of TENNESSEE)
County of DAVIDSON)

Sworn to and subscribed before me this 13 day of July, 2023.

Notary Public

5/23/2026
My Commission Expires



☐ This document was executed via remote online notarization pursuant to T.C.A § 8-16-301 ***et seq.*** (only applies if checked).

This document was produced in compliance with Tenn. Code Ann. § 64-24-101(d)(1)-(3).
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