Karen Johnson Davidson County
Batch# 1063035 DEEDMAST
10/20/2023 06:59:30 AM 24 pgs
Fees: $122.00 Taxes: $0.00
20231020-0082201

This instrument prepared by:
Robert L. Scruggs
2021 Richard Jones Road, Suite 220
Nashville, Tennessee 37215

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

FOR

HOMES AT 1131 LIPSCOMB,

A HORIZONTAL PROPERTY REGIME WITH PRIVATE ELEMENTS

(THIS IS A PLANNED UNIT DEVELOPMENT PURSUANT TO TENNESSEE CODE ANNOTATED § 66-27-103(b))

THIS DECLARATION has been made and entered into by **CAROL LANIEVE COLES ANDREWS**, for convenience hereinafter collectively referred to as the "Developer", as of the date set forth above the signatures below.

W I T N E S S E T H:

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

WHEREAS, the Developer intends to and does hereby submit the above-described parcel of real estate together with all buildings, structures, improvements and other permanent fixtures of whatsoever kind thereon, and all rights and privileges belonging or in any way pertaining thereto (the "Property") to the provisions of the Tennessee Horizontal Property Act, Tenn. Code Ann. § 66-27-101 et seq., for the express purpose of establishing thereon a horizontal property regime with private elements to be known as Homes at 1131 Lipscomb; and

WHEREAS, the Developer further desires to establish said horizontal property regime with private elements for its own benefit and for the mutual benefit of all future owners or occupants of the Property or any part thereof, and intends that all future owners, occupants, mortgagees, and any other persons hereinafter acquiring any interest in the Property, shall hold such interest subject to certain rights, easements and privileges in, over and upon the Property and certain mutually beneficial restrictions and obligations with respect to the proper use, conduct and maintenance thereof, as hereinafter set forth, all of which are declared to be in furtherance of a plan to promote

and protect the cooperative aspects of residence on the Property, and are established for the purpose of enhancing the value, desirability and attractiveness of the Property.

NOW, THEREFORE, the Developer declares as follows:

1. Definitions. As used herein, unless the context otherwise requires:

(a) "Act" means the Horizontal Property Act of the State of Tennessee, Tenn. Code Ann., Sections 66-27-101, et seq.

(b) "Association" means Homes at 1131 Lipscomb Association, Inc., a Tennessee not-for-profit corporation.

(c) "Board" means the Board of Directors of the Association.

(d) "Bylaws" means the Bylaws of the Association, attached hereto as Exhibit "C" and made a part hereof, as amended from time to time. For purposes of the Act, all provisions contained in this Declaration dealing with the administration and maintenance of the Property shall be deemed to be a part of the Bylaws.

(e) "Common Elements" means all areas included in the Property which are not a part of the Private Elements or Limited Common Elements shown on the Plat and shall be held by the Association for the common use and enjoyment of the Unit Owners. The Common Elements shall include, but shall not be limited to, lawns, gardens, roadways, parking areas, drainage structures and facilities, fences, sidewalks, signs, lights and utilities designated as Common Elements on the Plat. Common Elements shall be transferred to the Association. Common Elements as used herein shall also mean "General Common Elements" as set forth in the Act.

(f) "Declaration" means this instrument, as amended from time to time.

(g) "Developer" means Carol Lanieve Coles Andrews, his successors and assigns, provided such successors or assigns are designated in writing by Developer as a successor or assign of the rights of Developer set forth herein.

(h) "Limited Common Elements" means the area of any Unit contiguous to that Unit's Private Elements, the enjoyment, benefit or use of which is reserved to the Unit Owner and the lawful Occupants of such Unit. The area of the Limited Common Elements for each Unit is as shown on the Plat.

(i) "Occupant" means a person or persons in possession of a Unit, regardless of whether said person is a Unit Owner.

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

(k) "Plat" means the map or drawing of the Property submitted pursuant to the provisions of the Act showing the designation (by number or letter) of each Unit comprising the Property, expressing its area, location and other data necessary for identification, including, but not limited to, the area of the Private Elements and Limited Common Elements of the Unit, said Plat being attached hereto as Exhibit B, and to be placed of record as a part of this instrument with the Register's Office for Davidson County, Tennessee. Exclusive ownership in fee simple and use of the Private Elements and Limited Common Elements for each Unit is reserved to such Unit. The area of the Private Elements and Limited Common Elements for each Unit is as shown on the Plat.

(l) "Private Elements" means the Residence located on a Unit, as identified on the Plat or as constructed on the Unit.

(m) "Property" means all the land described on Exhibit A, and all improvements thereon, as well as all easements, rights and appurtenances belonging thereto, intended for the mutual use, benefit or enjoyment of the Unit Owners, submitted to the provisions of the Act.

(n) "Residence" means the residential structure located on any Unit, including any structures separate and apart from the residence, such as a stand-alone garage. The location of any Residence is and shall be delineated on the Plat and designated as Private Elements.

(o) "Unit" means a portion of the Property as shown and designated on the Plat for separate ownership and shall include the Private Elements and Limited Common Elements thereof. The Units are identified by number or letter on the Plat and may be held and conveyed by reference to such number or letter. Conveyance of a Unit shall automatically convey the undivided membership of each Unit Owner in the Association. Any Unit may be jointly or commonly owned in any estate recognized under applicable law. The term "Unit" as used in this Declaration shall have the same meaning as the term "Apartment" as used in the Act.

(p) "Unit Owner" or "Owner" means the person or persons whose estates or interests, individually or collectively, aggregate fee simple ownership of a Unit, and shall be deemed the same as a "co-owner" under the Act. Unless specifically provided otherwise herein, the Developer shall be deemed a Unit Owner so long as the Developer is the title holder of any Unit.

2. Submission of Property to the Act. The Developer, by recording this Declaration, does hereby submit and subject the Property to the provisions of the Act and hereby establishes a horizontal property regime with private elements as authorized and described in the Act and to be hereafter known as Homes at 1131 Lipscomb.

3. Plat. The Plat sets forth the numbers or letters, areas, locations, and other data as required by the Act.

4. Units. The legal description of each Unit shall consist of the identifying letter or number of such Unit, as shown on the Plat. Every deed, lease, mortgage, deed of trust or other instrument shall legally describe a Unit by its identifying letter or number, as shown on the Plat, and every such description shall be deemed good and sufficient for all purposes, as provided in the Act. Except as provided by the Act, no Unit Owner shall, by deed, plat, court decree or otherwise, subdivide or in any other manner cause such Owner's Unit to be separated into any tracts or parcels different from the whole Unit as shown on the Plat.

5. (a) Association of Unit Owners and Administration and Operation of the Property. There has been or will be formed an Association having the name Homes at 1131 Lipscomb Association, Inc., a Tennessee not-for-profit corporation, which Association shall be the governing body for all of the Unit Owners and shall be operated to provide for the maintenance, repair, replacement, administration, operation and care of the Property as provided in the Act, this Declaration and Bylaws. The Unit Owners shall each be members of the Association, with each Unit holding an equal undivided membership interest in the Association which shall be appurtenant to such Unit, each such membership interest appurtenant to a Unit being in an equal share, subject to the provisions concerning voting hereinafter set forth. The Bylaws for the Association shall be the Bylaws attached to this Declaration as Exhibit "C" and made a part hereof. The Board of Directors, if any, of the Association shall be elected and shall serve in accordance with the provisions of the Bylaws. The Association shall not be deemed to be conducting a business of any kind. All activities undertaken by the Association shall be for the use and benefit of Unit Owners in accordance with the provisions of the Declaration and Bylaws. Each Unit Owner shall be a member of the Association so long as such Owner is a Unit Owner. Upon the conveyance or transfer of a Unit Owner's ownership interest to a new Unit Owner, the new Unit Owner shall automatically succeed to the former Unit Owner's membership in the Association. The aggregate number of votes for all members of the Association shall be divided among the respective Unit Owners with one (1) vote granted to each Unit.

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

(c) Use by Developer. During the time the Developer owns any Units, the Developer, and the Developer's agents, employees, contractors and subcontractors, and their respective agents and employees, shall be entitled to access and ingress to and egress from the Units owned by the Developer. While the Developer owns any of the Units and until each Unit sold by it is occupied by the purchasers, the Developer and its employees may maintain customary signs in connection therewith.

(d) Interest of Association in Common Elements. Ownership of the Common Elements shall be vested in the Association.

6. Use of the Common Elements. Except as hereinafter set forth, each Unit Owner shall have the right to use the Common Elements in common with all other

Unit Owners, as may be required for the purposes of access and ingress to, egress from, use, occupancy and enjoyment of the respective Unit owned by such Unit Owner. Such right to use the Common Elements shall extend to each Unit Owner, and such Owner's agents, servants, tenants, family members, customers, invitees and licensees. However, each Unit Owner shall have the right to the exclusive use and possession of the Private Elements and Limited Common Elements attributable to that Unit Owner's Unit. Such rights to use the Common Elements, shall be subject to and governed by the provisions of the Act, Declaration, Bylaws and any rules and regulations established by the Association.

7. Common Expenses. Each Unit Owner shall pay an equal share of the expenses of the administration and operation of the Common Elements and of any other expenses incurred in conformance with the Declaration and Bylaws (which expenses are herein sometimes referred to as "common expenses"), including, but not limited to, the maintenance and repair thereof and any and all replacements and additions thereto. No Unit Owner shall be exempt from payment of such Unit Owner's proportionate share of the common expenses by waiver or non-use of enjoyment of the Common Elements, or by abandonment of such Owner's Unit.

8. Mortgages and Deeds of Trust. Each Unit Owner shall have the right, subject to the provisions herein, to make separate mortgages and deeds of trust for such Unit Owner's respective Unit, including such Unit Owner's respective ownership interest in the Association. No Unit Owner shall have the right or authority to make or create, or cause to be made or created, from the date hereof, any mortgage, deed of trust or other lien on or affecting the Property or any part thereof, except only to the extent of such Owner's Unit and the interest in the Association corresponding thereto.

9. Separate Real Estate Taxes. Real estate taxes shall be separately taxed to each Unit Owner for such Owner's Unit and including the corresponding percentage of ownership in the Association, as provided in the Act. In the event that such taxes for any year are not separately taxed to each Unit Owner, but rather are taxed on the Property as a whole, then each Unit Owner shall pay such Owner's proportionate share thereof in accordance with such Owner's respective percentage of ownership interest in the Association, and, in said event, such taxes shall be a common expense.

10. Insurance. The Association shall have the authority to obtain insurance for the Common Elements 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 Association may deem advisable. Insurable replacement cost shall be deemed to be 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. Any such insurance coverage shall be written in the name of, and the proceeds thereof shall be payable to, the Association. Any policy of insurance obtained should also contain, if possible, a waiver of subrogation rights by the insurer. The premiums for such insurance shall be a common expense.

The Association shall also have authority to obtain comprehensive public liability insurance, in such amounts as it deems desirable, and worker's compensation insurance and other liability insurance as it deems desirable, insuring each Unit Owner, mortgagees of record, if any, the Association, its officers, directors, Board and employees, the Developer, and the Managing Agent, if any, from liability in connection with the Common Elements. The premiums for such insurance shall be a common expense.

The Association shall also have authority to obtain such insurance as it deems desirable, in such amounts, from such sources and in such forms as it deems desirable, insuring the Property and each member of the Board and officers of the Association, and members of any committee appointed pursuant to the Bylaws of the Association from liability arising from the fact that said person is or was director or officer of the Association, or a member of such a committee.

Each Unit Owner shall be responsible for obtaining insurance on that Unit Owner's Unit and contents of such Owner's Unit, including the Residence, decorations, furnishings and personal property therein, and personal property stored elsewhere on the Property.

11. Maintenance, Repairs and Replacements.

(a) Obligations of Unit Owners. Each Unit Owner, at such Owner's expense, shall be responsible for all maintenance of and repairs to such Owner's Residence, Private Elements and Limited Common Elements.

(b) Obligations of Association. The Association shall be responsible for maintenance of and repairs within the Common Elements.

(c) Loss Attributable to Unit Owner. Notwithstanding the foregoing, if, due to the act or neglect of a Unit Owner, or the agent, servant, tenant, family member, invitee, licensee or household pet thereof, damage shall be caused to the Common Elements, or maintenance, repair or replacement are required which would otherwise be a common expense, then such Unit Owner shall pay for such damage or such maintenance, repair and replacements, to the extent not covered by the Association's insurance or if sufficient proceeds are not collected from the insurance carrier.

12. Architectural Control, Alterations, Additions or Improvements.

(a) Alterations, Additions or Improvements. Except as provided specifically herein, no major alterations to any Residence, or any additions thereto, shall be made by any Unit Owner without the prior written approval of the other Unit Owner(s). Any Unit Owner may make alterations, additions or improvements wholly within the interior of the Residence of the Unit Owner without the prior written approval of the other Unit Owner(s), but such Unit Owner shall be responsible for any damage to any other Unit resulting from such alterations or additions.

(b) No Changes on Exterior Without Approval. Notwithstanding anything contained herein, or contained in the Bylaws, to the contrary, no alteration or change, including but not limited to changes to the paint and stain color, roofing shingles, or exterior materials, may be made to the Residence of any Unit, without the prior written approval of the other Unit Owner(s).

13. Decorating and Landscaping. Each Unit Owner, at such Owner's expense, shall furnish and be responsible for all decorating and landscaping within such Owner's Residence and Unit.

14. Encroachments and Easements. In the event any utility supply mechanism to any Unit shall lie under, on, or above any other Unit, there shall be deemed an easement for said supply mechanism, which easement shall be permanent and exclusive to the benefit of the Unit receiving the utility service, unless such supply mechanism is shared by more than one Unit, in which event each such Unit shall have a permanent and non-exclusive easement thereto.

15. Use and Occupancy Restrictions. Subject to the provisions of the Bylaws, no part of the Property may be used for purposes other than residential housing and as allowed by municipal zoning laws. Notwithstanding the aforementioned restriction, professionals may use the interior of their Residence (not in violation of applicable zoning laws) as a home office, provided that no customers or visitors come to the Unit and no merchandise, inventory or equipment is kept, stored, shipped or otherwise dealt with outside the Unit's Residence. The foregoing restrictions as to residence shall not, however, be construed in such manner as to prohibit a Unit Owner from: (a) maintaining a personal professional library; (b) keeping personal business or professional records or accounts; or (c) handling personal or professional telephone calls or correspondence. Such uses are expressly declared customarily incident to the principal residential use and not in violation of said restrictions, provided they do not violate the above restrictions.

The Common Elements shall be used only by the Unit Owners and their agents, servants, tenants, family members, customers, invitees and licensees for access and ingress to and egress from the respective Units and for such other purposes incidental to use of the Units; provided, however, that any areas designed for a specific use shall be used for the purposes approved by the Association. The use, maintenance and operation of the Common Elements shall not be obstructed, damaged or unreasonably interfered with by any Unit Owner, and shall be subject to any lease, concession or easement, presently in existence or entered into by the Association at some future time, affecting any part or all of said Common Elements.

16. Remedies.

(a) Legal Action. In the event of any violation of the provisions of the Act, Declaration, Bylaws or rules and regulations of the Board or Association by any Unit Owner (either by the Unit Owner's own conduct or by the conduct of any other Occupant of such Owners Unit), the Association, the Board, or the other Unit Owner(s), shall have each and all of the rights and remedies which may be provided for in the Act,

Declaration, Bylaws, or said rules and regulations, or which may be available at law or in equity, and may prosecute an action or other proceeding against such defaulting Unit Owner and/or others for enforcement of any such provision or for damages or injunction or specific performance, or for judgment for payment of money and collection thereof, or for any other relief as is deemed appropriate by a Court of competent jurisdiction. All reasonable expenses of the Association or other Unit Owner(s) in connection with any such actions or proceedings, including court costs and attorneys' fees and other fees and expenses and all damages, liquidated or otherwise, together with interest thereon at the maximum rate of interest then allowed by applicable law, until paid, shall be charged to and assessed against such defaulting Unit Owner.

(b) Mortgage and Deed of Trust Protection. Any judicial lien resulting from actions under Section 16(a) herein shall be subordinate to the lien of a recorded mortgage or deed of trust on the interest of such Unit Owner. This subparagraph (c) shall not be amended, changed, modified or rescinded without the prior written consent of all mortgagees and deed of trust beneficiaries of record.

17. Amendments. Except as specifically stated elsewhere herein, and except for this Section 17, any provisions of this Declaration may be changed, modified or rescinded by an instrument in writing, setting forth such change, modification or rescission, signed by all Unit Owners and acknowledged, provided, however, that all lien holders of record have been notified by certified mail of such change, modification or rescission.

The change, modification or rescission, whether accomplished under the provisions of the preceding paragraph, shall be effective upon recording of such instrument in the office of the Register of Deeds of Davidson County, Tennessee; provided, however, that no provision in this Declaration may be changed, modified or rescinded so as to conflict with the provisions of the Act.

18. Notices. Notices provided for in the Act, Declaration or Bylaws shall be in writing, and shall be addressed if to a Unit Owner, to the address of such Owner's Unit, and if to the Association, as the case may be to the registered office, as set forth in Charter of the Association or to such other address as may be designated by the Association from time to time, or at such other address as may be hereinafter provided. The Association may designate a different address or addresses for notices to them, respectively, by giving written notice of such change of address to all Unit Owners. Any Unit Owner may designate a different address for notices by giving written notice to the Association. Notices addressed as above shall be deemed delivered when mailed by United States registered or certified mail, or when delivered in person with written acknowledgment of the receipt thereof.

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

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

20. Rights and Obligations. Each grantee of the Developer, by the acceptance of a deed of conveyance, accepts the same subject to all restrictions, conditions, covenants, reservations, liens and charges, and the jurisdiction, rights and powers created or reserved by this Declaration. All future Unit Owners and Occupants shall be subject to and shall comply with the provisions of this Declaration. Any restrictions or rules in the Bylaws which are more than administrative in nature such as, but not limited to, reservations and future rights of the Developer, are hereby incorporated into and made a part of this Declaration by reference. All rights, benefits and privileges of every character hereby imposed shall be deemed and taken to be covenants running with the land, and shall bind any person having at any time an interest or estate in said land, and shall inure to the benefit of such grantee in like manner as though the provisions of this Declaration were recited and stipulated at length in each and every deed of conveyance or contract for conveyance.

All present and future Unit Owners, tenants and Occupants of a Unit shall be subject to, and shall comply with, the provisions of the Bylaws appended hereto and recorded herewith as they may be amended from time to time. The acceptance of a deed of conveyance, devise or of a lease to a Unit, or the entering into occupancy of any Unit shall constitute an agreement that the provisions of the said Bylaws and any rules and regulations promulgated thereunder, as they may be amended from time to time, are assumed, accepted and ratified by such Unit Owner, tenant or Occupant, and all of such provisions shall be deemed and taken to be covenants running with the land and shall bind any person having at any time any interest or estate in such Unit, as though such provisions were recited and stipulated at length in each and every deed, conveyance or lease thereof.

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

21. Trustee as Unit Owner. In the event title to any Unit is conveyed to a land title holding trust, under the terms of which all powers of management, operation and control of the Unit remain vested in the trust beneficiary or beneficiaries, then the beneficiaries thereunder shall be considered Unit Owners for all purposes and they shall be responsible for payment of all obligations, liens, or indebtedness and for the performance of all agreements, covenants and undertakings chargeable or created

under this Declaration against such Unit. No claim shall be made against any such title holder trustee personally for payment of any lien or obligation hereunder created and the trustee shall not be obligated to sequester funds or trust property to apply in whole or in part against such lien or obligation. The amount of any such lien or obligation shall continue to be a charge or lien upon the Unit and the beneficiaries of such trust, notwithstanding any transfers of the beneficial interest of any such trust or any transfer of title to such Unit.

22. Condemnation. In the event of a taking in condemnation or by eminent domain of a part of the Common Elements, the award made for such taking shall be payable to the Association and allocated and distributed to the Unit Owners directly affected.

23. Rights Reserved. The Unit Owner's right of enjoyment in the Common Elements shall be subject to:

(a) The right of the Association, as provided in its Bylaws, to suspend the enjoyment rights of any member for any period during which any assessment remains unpaid, and for such period as it considers appropriate for any infraction of its published rules and regulations; and

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

(c) The right of the Association to diminish in any way or to dedicate or transfer all or any part of the Common Elements to any public agency or authority for such purposes and subject to such conditions as may be agreed to by the members entitled to vote thereon, provided that no such diminution, dedication or transfer, or determination as to the purposes or as to the conditions thereof, shall be effective unless the Developer (its successors or assigns) and members of the Association entitled to cast ninety percent (90%) of the total votes of members have been recorded, agreeing to such act; and

(d) The right of the Association to grant such easements and rights-of-way to such utility companies or public agencies or authorities as it shall deem necessary for the proper servicing and maintenance of the Common Elements and the Units.

24. Provisions Relative to Mortgagee's Rights and to Federal Home Loan Mortgage Corporation and Federal National Mortgage Association Regulations. Notwithstanding anything to the contrary contained in this Declaration, or in the Bylaws which are attached hereto, all terms, conditions and regulations which are now existing, or which may be amended from time to time, by the Federal Home Loan Mortgage Corporation ("FHLMC") or Fannie Mae ("Fannie Mae") pertaining to projects of this nature are hereby incorporated as terms and conditions of the Declaration and Bylaws and such shall be governing upon the Property, the Developer, and the Association, so long as such terms or conditions are not inconsistent with the laws of the State of

Tennessee as found in Tennessee Code Annotated, Section 66-27-101, et seq., as such may be amended.

Specifically, without limitation upon the foregoing, the following provisions shall be fully effective and controlling over any terms of the Declaration or Bylaws which are in conflict. Any portions of such Declaration or Bylaws which are in conflict with this paragraph, or any portion of the FHLMC and Fannie Mae regulations pertaining to planned unit developments, are hereby deleted and the following rights of mortgagees are itemized as follows:

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

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

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

(i) Change the percentage interests of ownership of all or any Unit or Unit Owners, except that percentage ownership of the Association may be reduced due to the addition of a phase or phases to the horizontal property regime as provided hereinabove.

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

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

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

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

(e) An adequate reserve fund for maintenance, repair and replacement of Common Elements which must be replaced on a periodic basis will be established and funded by regular monthly payments rather than by special assessments. A working capital fund for the initial months of operation equal to at least two (2) months' assessments for each Unit must be established, collected and transferred to the Association at the time of closing of sale by the Developer of each Unit and maintained in an account for the use and benefit of the Association.

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

(g) No Unit Owner or any other party shall have priority over any rights of the first mortgagees of Units and/or Common Elements.

(h) Any agreement for professional management of the horizontal property regime, whether it be by the Developer, its successors and assigns, or any other person or entity, may be terminated on ninety (90) days' written notice and the terms of any such contract shall so provide and shall not be of a duration in excess of three (3) years. Prior to passage of control from the Developer, the Association shall not be bound, directly or indirectly, to contracts or leases unless there is a right of termination of such upon not more than ninety (90) days' notice without penalty.

(i) Upon written request, the Association shall give to any mortgagee of a Unit, FHLMC, Fannie Mae, any lending institution servicing such mortgages as are acquired by FHLMC or Fannie Mae, or any insurer or guarantor of a mortgage or deed of trust on a Unit, timely notice in writing of any loss to or the taking of the Common Elements if such loss or taking exceeds $50,000.00, or of any other condemnation or casualty loss that affects either a material portion of the project or the Unit securing its mortgage, a lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Association, or any proposed action that requires the consent of a specified percentage of mortgagees. The Association may rely upon the information contained in the book entitled "Mortgages of Units" as must be established pursuant to the Bylaws, for a list of mortgagees to be notified hereby.

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

(k) Notwithstanding the above, any first mortgagee shall have all of the rights granted to a first mortgagee herein, and in addition shall have all of the rights granted to an institutional first mortgagee under its Deed of Trust, and under the laws of the State of Tennessee.

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

(m) The casualty and liability insurance and fidelity bond coverage required to be maintained by the Association shall meet the requirements specified in **Fannie Mae Lending Guide**, Chapter Three, Part 5, "Insurance Requirements."

25. Party Walls. Any wall built as a part of the original construction of a structure upon the Private Elements and placed on the dividing line between two Units shall constitute a party wall and, to the extent not inconsistent with the provisions of this Declaration, the general rules of law regarding party walls and liability for property damage due to negligence or willful acts or omissions shall apply thereto. The cost of reasonable repair and maintenance of a party wall shall be equally shared by the Unit Owners who make use of the wall, provided that the party causing any damage shall be responsible for the full cost thereof in accordance with applicable law.

26. Legal Opinion. The legal opinion required in Tennessee Code Annotated Section 66-27-103(b) to create a planned unit development under said statute is attached hereto as Exhibit D.

IN WITNESS WHEREOF, the undersigned has executed this Declaration on October 19, 2023.

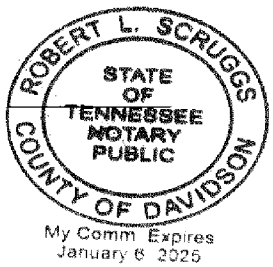
Carol Lanieve Coles Andrews

CAROL LANIEVE COLES ANDREWS

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 **Carol Lanieve Coles Andrews**, 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, at office, on October 19, 2023.

Commission Expires: 

Notary Public

EXHIBIT A

LEGAL DESCRIPTION

Land in Davidson County, Tennessee, being Lot No. 28 on the Plan of Lea-Gran Estates, of record in Book 2083, page 88, in the Register's Office for Davidson County, Tennessee.

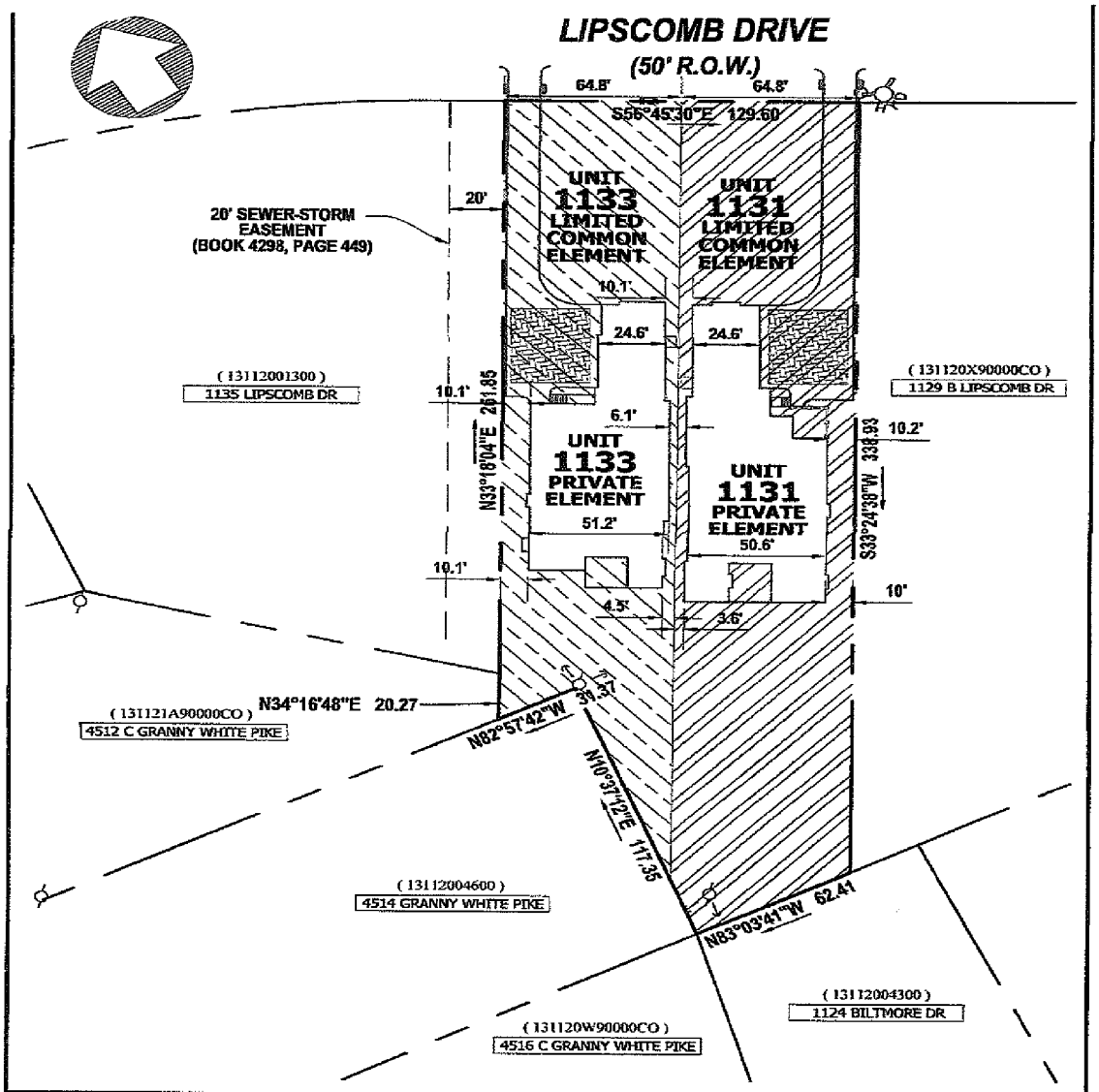
Said Lot No. 28 fronts 129.6 feet on the southerly margin of Lipscomb drive and extends back between lines, 332.7 feet on the easterly line and 251.6 feet on the westerly line, to a broken line in the rear, on which is measures 209.1 feet.

And Also:

The southeasterly triangular part of Lot No. 31 on the Plan of Le-Gran Estates, described as follows:
Beginning at a concrete monument set at the southeast corner of Lot No. 31 and in the line of Lot No. 28 on said Plan; thence northwestwardly with the line between Lots Nos. 28 and 31, 29.2 feet to a point which is the common rear corner of Lots Nos. 28 and 29; thence southwestwardly along a projected line of the line between Lots Nos. 28 and 29, if said line were extended, 20 feet more or less, to a point in the southerly line of said Lot No. 31; thence South 86°56' East, along the southerly line of Lot No. 31, 32 feet more or less, to the point of beginning.

Being the same property conveyed to Carol Lanieve Coles Andrews by Quitclaim Deed dated May 16, 2022 and of record as Instrument No. 20220520-0058842, Register's Office for said County.

EXHIBIT B: PLAT FOR HOMES AT 1131 LIPSCOMB



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
10/18/2023

EXHIBIT 'B' - Units 1131 & 1133
LIPSCOMB DRIVE
NASHVILLE, TENNESSEE
Metro Parcel ID: (13112001400)

GRAPHIC SCALE (IN FEET)
50 0 25 50 100
1 inch = 50 ft.

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

Drafted By: MH

EXHIBIT C

BYLAWS OF THE HOMES AT 1131 LIPSCOMB ASSOCIATION

The following Bylaws shall apply to the above-named horizontal property regime (the "Homes"), located in Nashville, Davidson County, Tennessee, more particularly described in and created by a Declaration of Covenants, Conditions and Restrictions for Homes at 1131 Lipscomb (the "Declaration"), to be recorded in the Davidson County, Tennessee Register's Office and in all present and future owners, tenants and occupants of any units of the Homes and all other persons who shall at any time use the Homes. These are the Bylaws of Homes at 1131 Lipscomb Association, Inc., a non-profit corporation incorporated under the laws of the State of Tennessee (the "Association").

ARTICLE I: Membership

Section 1. Qualification. All owners of units of the Homes shall be members of the Association. The owner of any unit upon acquiring title thereto shall automatically become a member of the Association and shall remain a member thereof until such time as his ownership of such unit ceases for any reason, at which time his membership in the Association shall automatically cease. Owners shall be entitled to one (1) vote for each unit.

Section 2. Place of Meetings. Meetings of the Association shall be held in the Homes or such other suitable place convenient to the unit owners as may be designated by the Association.

Section 3. Annual Meetings. Annual meetings of the Association shall be held on the last Monday of September of each year at a time set by the Association. However, the first organizational meeting of the Association shall occur within ten days following surrender by Aspen Construction, Inc. (the "Developer") of control of the Association, as provided in the Declaration.

Section 4. Special Meetings. Special meetings of the Association may be held at any time upon the call of the President or a petition signed by all of the unit owners and presented to the Secretary following surrender of the Developer's control.

Section 5. Notice of Meetings. The Secretary shall give written or printed notice of each annual and special meeting to every unit owner according to the Association's record of ownership at least five days before the date set for such meeting, stating whether it is an annual or special meeting, the authority for the call thereof, the place, day and hour of such meeting and the purpose therefor, in any of the following ways: (a) by delivering it to the unit owner personally, or (b) by leaving it at the unit owner's unit in the Homes or at the unit owner's usual residence of place of business, or (c) by mailing it, postage prepaid, addressed to the unit owner at the address for that unit owner as it appears on the Association's record of ownership. If notice is given pursuant to the provisions of this section, the failure of any unit owner to receive actual notice of any meeting shall in no way invalidate such meeting or any actions taken. The presence of any unit owner in person or by proxy at any meeting shall be deemed a waiver of any required notice to such owner unless he shall at the opening thereof object to the holding of such meeting because of the failure to give notice in accordance with the provisions hereof.

Section 6. Quorum. The presence at any meeting in person or by proxy of all of the unit owners shall constitute a quorum, and the acts of all of the unit owners present, in person of by proxy, at any meeting at which a quorum is present shall be the acts of the Association except as otherwise provided herein.

Section 7. Voting. Each unit shall be entitled to one vote. Votes may be cast in person or by proxy by the respective unit owners as shown in the record of ownership of the Association. If a unit is owned by two or more persons, any record owner present at a meeting may cast the vote for that unit. If more than one record owner is present at a meeting, only one owner may cast the vote of the unit, as the unit owners agree among themselves. An executor, administrator, guardian or trustee may vote in person or by proxy at any meeting of the Association the vote of any unit owned or controlled by him in such capacity, whether or not the same shall have been transferred to his name in the Association's record of ownership, provided that he shall first present evidence satisfactory to the Secretary that he owns or controls such unit in such capacity.

Section 8. Proxies and Pledges. The authority given by any unit owner to another person to represent him at meetings of the Association shall be in writing, signed by such owner and filed with the Secretary, and unless limited by its terms shall continue until revoked by writing filed with the Secretary or by the death or incapacity of such owner. Voting rights transferred or pledged by mortgage, deed of trust or agreement of sale or lease of any unit or interest therein, a true copy of which is filed with the Association shall be exercised only by the person designated in such instrument until the written release or other termination thereof is filed with the Association in like manner.

Section 9. Adjournment. Any meeting of the Association may be adjourned from time to time to such place and time as may be determined by majority vote of the unit owners present, whether or not a quorum is present, without notice other than the announcement at such meeting. At any such adjourned meeting at which a quorum is present, any business may be transacted which might have been transacted by a quorum at the meeting as originally called.

ARTICLE II: Officers

Section 1. Designation. The principal officers of the Association shall be a President and a Secretary/Treasurer. The Association may appoint an assistant treasurer, an assistant secretary and such other officers as in its judgment may be necessary.

Section 2. Election, Term and Compensation. The officers of the Association shall be elected annually by the Association at its annual meeting, who shall serve until their successors have been duly elected and qualified.

Section 3. Removal. Any officer may be removed either with or without cause by vote of a majority of the members of the Association and that officer's successor elected at any regular meeting of the Association, or any special meeting.

Section 4. President and Vice President. The President shall be the chief executive officer of the Association and shall preside at all meetings of the Association. Subject to the control of the Association, the President shall exercise general supervision and direction over the management and conduct of the business and affairs of the Association. The President shall also have such other powers and duties as may be provided by these Bylaws or assigned from time to time by the Association. The Vice President, if any, shall so serve in the absence of the President.

Section 5. Secretary/Treasurer. The Secretary/Treasurer shall (i) attend and keep the minutes of all meetings of the Association, give all notices thereof as provided by these Bylaws, maintain and keep a continuous and accurate record of ownership of all units, and have charge of such books, documents and records of the Association as the Association may direct and (ii) maintain and keep the financial records and books of account of the Association, prepare regular reports thereof and be responsible for the proper deposit and custody, in the name of the Association, of all its funds and securities.

Section 6. Auditor. The Association shall appoint annually an accountant or accounting firm as auditor, who may not be an officer of the Association nor own any interest in any unit, to audit the books and financial records of the Association.

ARTICLE III: Administration

Section 1. Management. The Association shall at all times manage and operate the Homes and have such powers and duties as may be necessary or proper therefore, including without limitation the following:

(a) Supervision of the immediate management and operation of the Homes;

(b) Inspection, maintenance, repair, replacement and restoration of the common elements and any additions and alterations thereto;

(c) Purchase, maintenance and replacement of any equipment and provision for all water and utility services required for the common elements;

(d) Employment, supervision and dismissal of such personnel as may be necessary for the maintenance and operation of the Homes;

(e) Preparation at lease 60 days before each fiscal year of a proposed budget and schedule of assessments for such year;

(f) Collection of all installments of assessments levied and payment of all common expenses authorized by the Association;

(g) Purchase and maintenance in effect of all policies of hazard and liability insurance for the Homes required by the Declaration and such other insurance and bonds as may be required or authorized by the Declaration or the Association;

(h) Notification of all persons having any interest in any unit, according to the Association's record of ownership, of any delinquency exceeding 60 days in the payment of any assessment against such unit;

(i) Assignment and supervision of motor vehicle parking including the authority to make reasonable rules, fines and charges in regard thereto;

(j) Supervision of the use of the common elements, which includes adoption and enforcement of Homes Rules and enforcement of the provisions of the Declaration and these Bylaws.

Section 2. Managing Agent. The Association may employ from time to time a responsible Managing Agent or Administrator to manage and control the Homes, subject at all times to direction by the Association, with all administrative functions set forth specifically in preceding Section 1, and such other powers and duties, and at such compensation as the Association may establish. The employment contract for a Managing Agent or Administrator shall not exceed three years in duration and shall be terminable by the Association without cause and without payment of a termination fee upon 90 days notice.

Section 3. Execution of Instruments. All checks, drafts, notes acceptances, conveyances, contracts and other instruments shall be signed on behalf of the Association by such person or persons as shall be provided by general or special resolution of the Association or, in the absence of any such resolution applicable to such instrument, by the President of the Secretary/Treasurer.

ARTICLE IV: Obligation of Unit Owners

Section 1. Assessments. All unit owners shall pay to the Association, or if a Managing Agent is appointed, to the Managing Agent, in advance, when due, the quarter-annual assessments against their respective units for Common Expenses of the Homes in accordance with the Declaration. The assessment is delinquent if not received on or before the first day of the quarter that it is due. If any unit owner is delinquent in the payment of any assessment for a period in excess of ten days, a late charge of fifteen percent of the delinquent assessment shall be payable for each month of delinquency beginning with the initial month. In the event any unit owner is delinquent in the payment of any quarter-annual assessment for a period in excess of thirty days, including any late charge due thereon, the Association (or Managing Agent, if appointed) may declare the entire assessment for the next 12 full calendar months with respect to such unit to be immediately due and payable.

Section 2. Maintenance of Units. Every unit owner shall, at his own expense and at all times, repair, maintain, and keep the private elements of his unit, including, without limitation, all internal installations therein, such as water, electricity, telephone, sewer, sanitation, air conditioning, lights and all other fixtures and accessories belonging to such unit, and the interior decorated or finished surfaces of all walls, floors and ceilings of such unit, in good order and condition except as otherwise provided by law of the Declaration, and shall be liable for all loss or damage whatsoever caused by his failure to perform any such work diligently, and, in case of such failure after reasonable notice to perform, shall reimburse to the Association promptly on demand for all expenses incurred by the Association in performing any such work authorized by the Association or the Managing Agent. In addition, each unit owner shall maintain all basement walls and floors surrounding his unit to prevent water leakage into the unit or adjoining units, and shall keep clean all interior and exterior windows and any appurtenant garage areas, storage areas, and patio areas. Every unit owner and occupant shall reimburse the Association promptly on demand for all expenses incurred by the Association in repairing or replacing any loss or damage to the common elements, where caused by such owner or occupant or by their guests or members of their households, or incurred for cleaning or repairing appurtenant limited common elements. Each unit owner shall give prompt notice to the Association or Managing Agent of any loss or damage or other defect in the Homes when discovered.

Section 3. Use of Homes.

(a) Each unit of the Homes shall be used solely for one family residential purposes.

(b) All common elements of the Homes shall be used solely for their respective purposes as designed.

(c) No unit owner or occupant shall place, store or maintain in the common elements any furniture, packages or objects of any kind or otherwise obstruct transit through such common elements or permit said elements to be unsightly or disorderly.

(d) Every unit owner and occupant shall at all times keep his unit in a strictly clean and sanitary condition and observe and perform all laws, ordinances, rules and regulations now or hereafter made by any governmental authority of the Association applicable to the Homes.

(e) No unit owner or occupant shall make or suffer any waster or unlawful, improper or offensive use of his unit or the Homes nor alter or remove any furniture, furnishings or equipment of the common elements.

(f) No unit owner or occupant shall erect or place in the Homes any structure including fences, walls and patios (except as may be within the boundaries of a unit's private elements), nor make any additions or alterations to any common elements of the Homes, except as may be permitted in the Declaration and except in accordance with plans and specifications, including detailed plot plan, prepared by a licensed architect, if so required by the Association, unless approved by the

Association, which approval may be given with accompanying restrictions as to the unit owner's duties of maintenance, repair and replacement of such improvements and any common elements affected thereby.

(g) No signs, posters or bills may be placed or maintained in the Homes unless approved by a majority of unit owners, except that an owner may place and maintain a "FOR SALE" sign in front of his building for a reasonable time, not to exceed 3 feet by 2 feet in size.

(h) No unit owner or occupant shall decorate or landscape any entrance or other planting area adjacent to his unit except in accordance with standards therefore established by the Association or specific plans approved in writing by the Association, which standards or approval may be given with accompanying restrictions as to the unit owner's duties of maintenance, repair and replacement of such decorating or landscaping and any common elements affected thereby.

(i) All occupants shall exercise extreme care about making noises and in the use of musical instruments, radios, televisions and amplifiers that may disturb other occupants.

(j) No garments, rugs or other objects shall be hung from windows or facades of the Homes or in other areas within view of other occupants.

(k) No rugs or other objects shall be dusted or shaken from windows of the Homes or cleaned by beating or sweeping on any exterior part of the Homes.

(l) No refuse, garbage or trash of any kind shall be thrown, placed or kept on any common elements of the Homes except in the areas provided for such purpose.

(m) No livestock, poultry, rabbits, snakes or other such animals shall be allowed or kept in any part of the Homes. Dogs, cats, small cages animals or small birds shall be allowed, subject to regulation by the Association, including regulation as to the number thereof.

(n) No unit owner or occupant shall, without the written approval of the Association, install any wiring for electrical or telephone installations, television antenna, machines or air conditioning units, awnings, exterior light fixtures or other equipment or appurtenances whatsoever on the exterior of the Homes or protruding through the walls, windows or roof thereof, except as may have been installed in the original construction of a unit's private elements.

(o) Nothing shall be allowed, done or kept in any units or common elements of the Homes which would cause any increase in the ordinary rates or the cancellation or invalidation of any insurance thereof maintained by or for the Association.

Section 4. Homes Rules. The Association may adopt, amend or repeal any rules and regulations governing details of the operation and use of the Homes not inconsistent with any provision of law, the Declaration or these Bylaws.

Section 5. Expenses of Enforcement. Every unit owner shall pay to the Association promptly on demand all costs and expenses, including reasonable attorneys' fees, incurred by or on behalf of the Association in collecting any delinquent assessments against such unit, foreclosing its lien therefore or enforcing any provisions of the Declaration, these Bylaws or the Rules against such owner or any occupant of such unit.

Section 6. Record Ownership. Every unit owner shall promptly cause to be duly recorded the deed, assignment or other conveyance to him of such unit, or other evidence of his title thereto, and shall file a copy of same with the Association, and the Secretary shall maintain all such information in the record of ownership of the Association.

Section 7. Mortgages. Any unit owner who mortgages his unit, or any interest therein, shall notify the Association of the name and address of his mortgagee, and also of the release of such

mortgage, and the Secretary shall maintain all such information in the record of ownership of the Association. The Association or managing Agent at the request of prospective purchaser of any unit, or interest therein, shall report to such person the amount of any assessments against such unit then due and unpaid.

ARTICLE V1: Miscellaneous

Section 1. Amendment. These Bylaws may be amended in any respect not inconsistent with provisions of law or the Declaration by vote of not less than all of the unit owners (as defined in the Declaration) at any meeting of the Association duly called for such purpose.

Section 2. Interpretation. In case any provision of these Bylaws shall be held invalid, such invalidity shall not render invalid any other provision hereof which can be given effect.

Section 3. Enforcement. Violation of the provisions of the Declaration, these Bylaws or any Homes rules may be remedied in any court of law or equity having jurisdiction thereof by the Association or its managing agent or administrator, or any unit owner or owners entitled to relief, with the remedies available to such person or persons including damages, restraining order, injunction, accounting, lien enforcement and specific performance, or any combination thereof.

Section 4. Developer's Rights. During the period of control of the Regime by the Developer, the Developer shall have the right to enforce the provisions of the Declaration, Bylaws, and Homes Rules as set out immediately above and in Article V, Section 5, of these Bylaws.

Certificate of Adoption

The undersigned Developer and owner of all Units of the Homes hereby adopts the foregoing as the Bylaws of Homes at 1131 Lipscomb Association, Inc. on October 19, 2023.

Carol Lanieve Coles Andrews

CAROL LANIEVE COLES ANDREWS

EXHIBIT D: LEGAL OPINION

ROBERT L. SCRUGGS, ATTORNEY
2021 Richard Jones Road, Suite 220
Nashville, TN 37215

bscruggs@scruggs-law.com

TEL: (615) 309-7090
FAX: (615) 309-7046

July 22, 2021

Ms. Carol Lanieve Coles Andrews
3704-L Estes Road
Nashville, TN 37215

Re: Homes at 1131 Lipscomb, a Horizontal Property Regime with Private Elements

Ms. Andrews:

I have reviewed the following:

1. Declaration of Covenants, Conditions and Restrictions for Homes at 1131 Lipscomb, a Horizontal Property Regime with Private Elements, dated October 19, 2023, to be filed with the Register's Office for Davidson County, Tennessee.

2. Bylaws of Homes at 1131 Lipscomb Association, Inc. attached as Exhibit B to the above Declaration, to be filed with the Register's Office for Davidson County, Tennessee.

3. Plat of Homes at 1131 Lipscomb, attached as Exhibit C to the above Declaration, to be filed with the Register's Office for Davidson County, Tennessee.

4. Charter of Homes at 1131 Lipscomb Association, Inc, a Tennessee not for profit corporation, dated October 19, 2023, to be created by the filing of the same with the Secretary of State of Tennessee, and to be filed with the Register's Office for Davidson County, Tennessee.

Each of the foregoing documents are incorporated herein by reference.

Based solely on my review of these documents, I am of the opinion that all legal documents required pursuant to Tenn. Code. Ann. §66-27-103(b) for the creation of a planned unit development under said statute have been prepared and that, upon recording the same with the Register's Office for Davidson County, Tennessee, a planned unit development will have been created pursuant to this statute.

Very truly yours,

Robert L. Scruggs

Tennessee Certificate of Authenticity

I, Robert L. Scruggs, 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 this the 19th day of October, 2023.

Robert L. Scruggs, Affiant — Date 10/19/2023

State of **Tennessee**
County of **Davidson**

Sworn to and subscribed before me this the 19th day of October, 2023

Notary's Signature

My Commission Expires 9.8.2025

MELODY M. JENKINS
STATE OF TENNESSEE NOTARY PUBLIC
DAVIDSON COUNTY
My Commission Expires SEPT 8, 2025