PREPARED BY — BHAW.... INTERNET
6028 SEDBERRY ROAD, NASHVILLE 37205, TN

AMENDED AND RESTATED MASTER DEED ESTABLISHI PROPERTY REGIME

Karen Johnson
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FOR

SEDBERRY PLACE

THIS AMENDED AND RESTATED MASTER DEED ESTABLISHING A HORIZONTAL PROPERTY REGIME FOR SEDBERRY PLACE, (hereinafter sometimes referred to as "Declaration or Amended Declaration") executed this 9 day of May, 2024, by the Sedberry Homeowner's Association, Inc. a Tennessee nonprofit corporation (the "Association");

WITNESSETH:

WHEREAS, the Association is comprised of owners of properties as shown upon the Plan for Sedberry Place, of record in Book 5050, Page 15, Register's Office for Davidson County, Tennessee, (said real estate being referred to herein as "Sedberry Place" or the "Properties"), described in Exhibit "A" hereto; and

WHEREAS, the Association desires to provide for the protection and preservation of the values, amenities, desirability and attractiveness of Sedberry Place; and

WHEREAS, the Association desires to provide for the preservation of the Association's benefit and for the mutual benefit and advantage of all existing and future owners and occupants of Sedberry Place, or any portion thereof, certain rights, easements, privileges, obligations, restrictions, covenants, liens, assessments and regulations governing the use and occupancy of Sedberry Place and the maintenance, protection and administration of the common use facilities thereof, all of which are declared to be in furtherance of a plan to promote and protect the operative aspects of residency or occupancy in Sedberry Place and on all portions thereof, and are intended to be construed as covenants running with the land which shall be binding on all parties having or acquiring any right, title or interest in all or any portion of the Properties and which shall inure to the benefit of each owner thereof; and

WHEREAS, the Association desires to amend and restate the Master Deed Establishing A Horizontal Property Regime of Sedberry Place Homeowner's Association, Inc. which is of record in Book 5095, Page 181 Register's Office for Davidson County, Tennessee, (the "Initial Declaration") and replace with this Declaration; and

WHEREAS, each condominium owner will continue to exercise as much dominion, power and control over the Unit area and limited common elements deeds to him as if he were the fee simple owner thereof.

NOW, THEREFORE, the Association desires to provide for the preservation of the values and amenities and the desirability and attractiveness of the Properties in Sedberry Place and hereby declares the that the Properties be held, sold, and conveyed subject to the following covenants, conditions and restrictions, which are established for the purpose of protecting the value

and desirability of, and which shall run with the title to the Properties and shall be binding on all parties having any right, title or interest in the described Properties for the purposes set forth herein.

ARTICLE I

Definitions

The following words when used in this Declaration or any supplemental declaration hereto (unless the context shall prohibit) shall have the following meanings:

(a) "Association" shall mean and refer to Sedberry Place, Homeowners Association, Inc., a nonprofit corporation to be organized and existing under the laws of the State of Tennessee, its successors and assigns.

(b) "Board" shall mean and refer to the board of directors of the Association.

(c) "Building" shall mean and refer to a single-family (as defined in Article VI, Section 2 hereof) residential building which has or may be built on each lot.

(d) "Bylaws" shall mean and refer to the bylaws of the Association attached hereto as Exhibit "B" and made a part hereof, and as may be amended from time to time.

(e) "Common Elements" or "Common Use Facilities" shall mean and refer to all facilities and/or areas within the Properties which are used in common by the owners, including all roads, all parking areas which are not located on a "Unit" as defined herein, recreation facilities, the perimeter wall around the Properties, and all areas which are shown as common areas and are not portions of a "Unit" as shown on the referenced Plat of Sedberry Place. The Common Elements shall remain undivided and shall not be the object of an action for an action of partition.

(f) "Declaration" shall mean and refer to this Amended and Restated Master Deed Establishing a Horizontal Property Regime for Sedberry Place applicable to the Properties and which is recorded in the Office of the Register of Deeds for Davidson County, Tennessee.

(g) "Limited Common Elements" shall mean and refer to a portion of the common elements allocated for the exclusive use of one (1) or more, but fewer than all, of the Units.

(h) "Majority of Unit Owners" shall mean and refer to the holders of more than fifty percent (50%) of the total votes of the Unit Owners or Members of the Association.

(i) "Mortgagee" shall mean and refer to the holder of a first lien deed of trust encumbering a Unit.

(j) "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee interest in any Unit which is part of Sedberry Place, excluding, however, those parties having such interest merely as a security interest for the performance of an obligation.

(k) "Person" shall mean and refer to a natural person, as well as a corporation, partnership, firm, association, trust or other legal entity. The use of the masculine pronoun shall

include the neuter and feminine, and the use of the singular shall include the plural where the context so requires.

(l) "Plat" shall mean and refer to the Plat of Sedberry Place of record in Book 5050, Page 15, Register's Office for Davidson County, Tennessee.

(m) "Properties" shall mean and refer to any and all of the eight (8) residential Units of that certain real estate described in Exhibit "A" attached hereto.

(n) "Sedberry Place" shall mean and refer to that certain residential community known as Sedberry Place which is developed as depicted on the Plat for Sedberry Place of record in Book 5050, Page 15, Register's Office for Davidson County, Tennessee and described in Exhibit "A" attached hereto.

(o) "Unit" shall mean and refer to a physical portion of the condominium designated to be used for single-family residential purposes and so designated on the Plat.

(p) "Unit Owner" shall mean and refer to any person or persons who shall be an owner of a residential Unit, and as such, shall be a Member or Members of the Association. Each Owner of a Unit shall own a pro rata share of the total membership in the Association.

ARTICLE II

Submission of Properties

Section 1. Submission of the Properties to Declaration and Bylaws. The Association confirms the Properties are, hereby subject to the provisions of this Declaration and Bylaws. This Declaration shall constitute covenants running with the land and be binding upon all parties now owning or hereafter having or acquiring any right, title or interest in the Properties or a Unit or any part thereof, and shall inure to the benefit of each Owner hereof. Every person hereafter acquiring a Unit or any portion of the Properties by acceptance of a deed to any interest in a Unit or any portion of the Properties shall accept such interest subject to the terms of this Declaration, and by acceptance of the same shall be deemed to have consented to and agreed to be bound by the terms, conditions and covenants of this Declaration.

ARTICLE III

Membership

Section 1. Members. Every person or entity who is a Unit Owner which is included in the Properties shall be a Member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Unit.

Section 2. Membership. The Association shall have one membership class:

Class A. Class A Members shall be all Unit Owners.

Section 3. Class A Voting. Class A Members shall be entitled to one vote for each Unit owned. The vote for any one Unit owned by more than one person or entity shall be exercised as they among themselves shall determine, but in no event shall the vote or votes with respect to any jointly owned Unit be cast separately.

Section 4. Special Assessments and Amendments. On all matters concerning a special assessment relating to the Common Elements, the voting shall be as follows:

The Class A Members shall have one vote for each Unit owned.

ARTICLE IV

Assessments

Section 1. Creation of Lien and Personal Obligation of Assessments. Each Owner of any Unit shall, by acceptance of a deed therefor, whether or not it shall be so expressed in any deed or other conveyance, be deemed to covenant and agree to all the terms and provisions of these restrictions and promises to pay to the Association both annual assessments and charges and special assessments, such assessments to be established and collected from time to time as hereinafter provided. The annual and special assessments, together with such interest thereon and costs of collection therefor as are hereinafter provided, shall be a charge and continuing lien upon the Unit against which such assessment is made as of the effective date of each assessment. Each such assessment, together with such interest thereon and costs of collection therefor as are hereinafter provided, shall also be the personal obligation of the person or entity who was Owner of such Unit at the time when the assessment fell due. In the case of co-ownership of a Unit, all of such co-Owners shall be jointly and severally liable for the entire amount of the assessment. Provided, however, in no event shall an annual increase in the annual assessment be more than ten percent of the prior year's assessment unless approved by a seventy-five percent (75%) vote of the Owners.

Section 2. Purpose of Annual Assessments. The annual assessments levied by the Association shall be used exclusively for the improvement, maintenance, operation and security of the Common Elements, including but not limited to, the payment of taxes and insurance thereon, the payment of utilities bills thereon and the repair, replacement and additions thereto, and for the cost of labor, equipment, materials, management and supervision thereof. At the option of the Association, annual assessments may be used to provide supplemental landscaping maintenance within the Common Elements and to provide garbage and trash collection and disposal if needed to supplement that provided by public authority. Further, the Association may require annual assessments to be paid at such times and in such installments as it may deem appropriate.

Section 3. Special Assessments. In addition to the annual assessments hereinabove authorized, the Association may levy special assessments for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, unexpected repair or replacement of the Common Elements, including the necessary fixtures and personal property related thereto; provided, however, that any such special assessment shall have the assent of two-thirds (2/3) of the Members present and voting in person or by proxy at an annual or special meeting of the

membership at which a quorum is present. Special assessments shall be due and payable on the date(s) which are fixed by the resolution authorizing such assessment.

Section 4. Commencement. The assessment for a Unit shall commence upon closing of the purchase of the Unit by the Owner. Assessments on Units that first become subject to assessments during a calendar year shall be prorated on a calendar year basis for the remainder of such calendar year.

Section 5. Due Date. Unless otherwise provided herein, assessments shall be due and payable in full within thirty (30) days after billed to an Owner by the Association.

Section 6. Record of Assessment. The Association shall cause to be maintained in the office of the Association a record of all Units and assessments applicable thereto which shall be open to inspection by any Owner. Written notice of each assessment shall be mailed to every Owner of the Unit subject to assessment.

The Association shall, upon demand and payment of a reasonable charge, furnish to any Owner a certificate in writing signed by an officer of the Association setting forth whether the assessments against the Owner's Unit have been paid, and if not, the amount due and owing. Absent manifest error, such certificates shall be conclusive as evidence for third parties as to the status of assessments against such Unit.

Section 7. Effect of Non-Payment of Assessment or Other Charges. If any annual or monthly assessment or if any special assessment is not paid on the date when due, or if any sum or charge agreed to be paid by Owners in this Declaration is not paid when due, then such assessment, sum or charge shall be delinquent and shall accrue interest thereon at the highest rate permissible under the laws of the State of Tennessee, after the date due. If such assessment, sum or charge is not paid within thirty (30) days after the due date, then the Association may bring an action at law against the Unit Owner personally and/or foreclose the lien against the Unit by court action or trustee's sale, as hereinafter provided, and there shall be added to the amount of such assessment, sum or charge all reasonable attorneys' fees and costs incurred by the Association in such action, and in the event a judgment is obtained, such judgment shall include interest on the assessments as indicated above.

Section 8. Enforcement of Lien by Trustee's Sale. For and in consideration of the privileges and protections granted herein, and the mutual enjoyment and use of the Common Elements, and for the express purpose of securing the payment of the assessments, other sums and charges described in Section 7 above; rendering unnecessary court proceedings for the enforcement of the lien described-in-Section 7 above, each Unit Owner accepting a deed to a Unit, for their heirs, administrators, successors and assigns, do hereby transfer and convey unto the Association's Secretary, as Trustee, his successors and assigns, each such Unit deeded to such Unit Owner, with the appurtenances, estate, title and interest thereto belonging unto the Trustee for the following uses in trust:

Said Unit Owners agree to pay all assessments, sums and charges when due and upon demand of said Trustee or the Association, to pay, discharge or remove and all liens (except a first mortgage or deed of trust lien) which may be hereafter placed against said Owner's Unit which

shall adversely affect the lien granted herein, and in case the Trustee or his successors or the Association shall hereafter be required to appear in any court or tribunal to enforce, or defend the title to, or possession of, said Unit or the lien granted herein, or appear in any court to prove said indebtedness, all costs and expenses of such appearance or proceedings, together with a reasonable attorney's fee, shall be allowed and be payable by Unit Owner upon demand of the Trustee or Association, and upon failure to do any of these things then said Trustee or Association may do any or all of said things, and the amounts so paid shall bear interest from the date of payment at the highest rate then permitted by the laws of the State of Tennessee, and shall be and become a part of the indebtedness secured hereby.

If said assessments, sums or charges, or interest thereon, are not paid promptly when due or within any period of cure allowed above, or if after said Unit Owners fail to pay any other sums due as above provided, or further, fail to reimburse the Trustee or Association within thirty (30) days from the date of Trustee's or Association's payment of such sums, this trust conveyance shall remain in full force and effect, and the said Trustee or his successor in trust is hereby authorized and empowered, upon giving twenty (20) days' notice by three (3) publications in any newspaper, daily or weekly, published in Davidson County, Tennessee, to sell said Unit at the front door of the courthouse in said county to the highest bidder for cash at public outcry, free from the equity of redemption, statutory right of redemption, homestead, and all other exemptions of every kind which are hereby expressly waived; and the said Trustee or his successor in trust is authorized and empowered to execute and deliver a deed to the purchaser at such foreclosure sale. The Association may bid at any sale under this trust conveyance. The Trustee may at any time after default in the payment of any of the above described indebtedness enter and take possession of said Unit and shall only account for the net rents actually received by him. It is further agreed that in the event the Trustee fails, before selling said Unit, as herein provided, to enter and take possession thereof, the purchaser shall be entitled to immediate possession thereof upon the delivery to him by the Trustee of a deed for said Unit. In case of sale hereunder, the proceeds shall be applied by the Trustee as follows:

(a) To the payment of all costs, charges and expenses of executing this conveyance and enforcing said lien as herein provided; also reasonable attorneys' fees for advice, or for instituting or defending any litigation which may arise on the account of the execution of this conveyance, or the enforcement of said lien; also the expenses of any such litigation.

(b) To the payment of all taxes which may be unpaid on said Units.

(c) To the payment of all unpaid indebtedness herein secured.

(d) The residue, if any, to be paid to said Owners, their order, or to their representatives or assigns.

With or without cause or reason, the Association as the lawful owner and holder of said lien, acting by its President, is hereby authorized and empowered to name and appoint a successor in trust to execute this trust by an instrument in writing to be recorded in the Register's Office for Davidson County, Tennessee, and title therein conveyed to the above named Trustee shall be vested in said successor. Trustee is authorized to appoint an attorney-in-fact to conduct in his stead

and on his behalf and with the same power possessed by said Trustee as granted herein, any and all foreclosure sales authorized above.

The lien described in this Section and in Section 7 above shall be subordinate to the lien. of a recorded first mortgage or deed of trust encumbering any such Unit. Provided, however, that in the event of foreclosure of such mortgage or first deed of trust, the purchaser at such foreclosure shall become subject to the lien reserved herein for the purpose of securing all assessments becoming due from and after the date such purchaser accepts a deed to said Unit or enters into possession of said Unit, whichever shall first occur.

ARTICLE V

Maintenance of Common Areas and Common Use Facilities

Section 1. **By Association.** The responsibility for maintenance of all Common Areas and facilities shall accrue to the Association and the costs of such shall be secured from dues and assessments as provided herein.

Section 2. **Failure to Maintain.** In the event of the failure by the Association to properly maintain the common areas and facilities, such maintenance may be assumed by public authority pursuant to the applicable provisions of the Comprehensive Zoning Ordinance of the Metropolitan Government of Nashville, Davidson County, Tennessee.

ARTICLE VI

Architectural and Building Restrictions

The Board of Directors of the Association shall assume and be responsible for the enforcement of the building restrictions set forth and defined in this Article VI.

Section 1. **Approval of Development.** Before commencing the construction, reconstruction, remodeling, alteration or addition of any Building or structure, fence, wall, driveway, path or other improvement of any nature, the Owner shall first submit its building plans, specifications, site and landscape plans, drainage plans, and an elevation sketch (collectively the "Plans") of all improvements to the Architectural Committee, as hereinafter described, for its written approval. The Plans shall include all materials for driveways, walls, fences, and any and all other proposed improvements. In the event the Architectural Committee shall fail to approve or disapprove in writing the Plans within thirty (30) days after they have been received by the Architectural Committee, such approval will not be required, and this covenant shall be deemed to have been complied with. The Plans shall be delivered to the Architectural Committee in person or by certified mail at the address to be designated from time to time by Developer or the Association.

Plans for any improvements must conform to those certain restrictions set forth in this Section and further must conform to the other requirements of this Declaration. The Architectural Committee shall be the sole judge or arbiter of such conformance or non-conformance. Further, the Architectural Committee may approve or disapprove plans when the Architectural Committee, in its sole discretion, determines that the proposed improvements or any feature of the Plans are

not architecturally or aesthetically compatible with Sedberry Place development. If the Architectural Committee approves the Plans, the actual construction in accordance with the Plans shall be the responsibility of the Unit Owner; provided, however, upon the completion of the improvements, and prior to occupancy, the Unit Owner shall notify the Association, who shall have ten (10) days thereafter in which to have the improvements inspected by the Architectural Committee to insure that the construction was completed in accordance with the Plans approved by the Architectural Committee prior to constructions. In the event that the Architectural Committee shall fail to approve or disapprove in writing the completed improvements within ten (10) days after receipt of notice from the Unit Owner that the improvements are completed, such approval shall not be required, and these covenants will be deemed to have been complied with. In the event a Unit Owner has made changes from the original Plans approved by the Architectural Committee and such changes were not previously approved by the Architectural Committee, occupancy of the subject improvements shall be delayed until the necessary corrections have been made.

In the event any Unit Owner shall fail to complete his residence according to the approved plans or to maintain the improvements situated in a manner satisfactory to the Association, the Association may, upon the vote of two-thirds (2/3) of the Association's Directors, and after ten (10) days' notice in writing to the Unit Owner, and in the event of continued failure to commence the correction of the matter in issue, enter upon said Unit and complete, repair, maintain or restore the exterior of the improvements erected thereon. The cost of such exterior maintenance shall be added to and become a part of the assessment to which such Unit is subject, and the Unit Owner shall be personally liable for the cost of such maintenance so incurred.

In addition to the approval of Plans and other matters herein set forth, the Architectural Committee shall have the right to waive minor violations and allow minor variances where the same resulted unintentionally or without gross carelessness on the part of any Owner and are not materially harmful to the Properties. If such waiver is granted in writing, then thereafter such matters so waived shall no longer be deemed a violation of these restrictions.

The approval the Architectural Committee of the Plans and completed improvements as required above is not intended to be an approval of the structural stability, integrity or design of a completed improvement or of the safety of any component therein, but is required solely for the purpose of insuring compliance with the covenants contained in this Declaration, and further, to insure the harmonious and orderly architectural development and improvement of the Properties. Notice is hereby given to any future occupant of any such completed improvement and all invitees, business guests and other persons who may from time to time enter or go on or about such completed improvements that no permission or approval granted by the Architectural Committee with respect to construction pursuant to this Declaration shall constitute or be construed as an approval by them of the structural stability, design of any building, structure or other improvement and no liability shall accrue to the Architectural Committee in the event that any such construction shall subsequently prove to be defective. No structure of a temporary nature shall be allowed on any Unit at any time except that of an Owner's contractors and subcontractors during the period of construction of improvements.

The Architectural Committee shall consist of three (3) Members appointed by the Association, who are empowered to appoint their successors should a vacancy occur, or may

remove Members and replace them at their sole discretion, and their names shall be maintained with the Association.

Section 2. Improvement, Setback and Use Restrictions.

(a) Minimum setback requirements have been established on the recorded subdivision of Sedberry Place, but are not intended to engender uniformity. They are intended to avoid over-crowding and monotony. It is, therefore, intended that setbacks may be staggered, where appropriate, so as to preserve trees and to assure vistas of open areas. The Architectural Committee reserves the right to approve the site plan and location of each house or other structure on each Unit and to arrange the same in such manner as it shall deem in the best interests of the overall development. No building or structure, or any part thereof, shall be located on any Unit nearer to the front line nor to a side or rear line than the minimum setback lines shown on the recorded plan or as specified in the Restrictions.

(b) Boundary walls for individual Units may be erected, provided that the same are approved by the Architectural Committee. No walls, other than retaining walls, may be constructed along the street on the front of any Unit unless approved by the Architectural Committee. No retaining wall shall extend to a height greater than three (3) feet above the earth being retained and no boundary wall, nor any wall enclosing a patio or courtyard, shall extend to a height greater than eight (8) feet from ground level except with the consent of the adjoining Unit Owners and the Architectural Committee. All boundary and retaining walls must be of brick, stone, stucco or other material agreeable to the Architectural Committee.

(c) Architectural Committee reserves the right to establish a uniform mailbox and mail box location system.

(d) Incinerators for garbage, trash or other refuse shall not be used nor permitted to be erected or placed on any Unit. Any and all equipment, air conditioner condensers, woodpiles, garbage cans, refuse or storage piles placed on any lot, whether temporary or permanent, shall be walled in, or adequately screened, to conceal the same from view of neighboring Units, roads, streets and open areas. Plans for all screening walls and enclosures must be approved by the Architectural Committee.

(e) No lumber, brick, stone, block, concrete or other building materials, nor any other thing used for building purposes shall be stored on any Unit except for the purpose of construction on such Unit, and then only for such length of time as is reasonably necessary for the construction of the improvements then in progress.

(f) No utility meters, air conditioning compressors, or other like equipment shall be visible from neighboring Units, roads, streets and open areas. Outdoor television and dish antennas may not be installed.

(g) No Owner shall excavate or extract earth from any of the Units subject to this Declaration for any business or commercial purpose. No elevation changes shall be permitted which will materially affect the surface grade of a Unit unless the consent of the Architectural Committee is obtained.

(h) Outside clothesline and clothes hanging devices shall not be permitted. Eave lights may not be installed on the fronts of residences. Eave lights installed on the sides of residences must be adjusted so that the rays of any beam or flood light will be directed to the rear of the residence and not to the side or front.

(i) No garages or carports may face the street in front of a residence unless approved by the Association.

(j) Contiguous Units may be combined if the Units have the same Owner, for the purpose of placing an approved Building thereon. Individual Units may not be re-subdivided so as to create a smaller area than originally deeded to a Unit Owner and as shown on the Plat.

(k) The "Units" (including combined lots as contemplated in the proceeding item) shall be used only for single-family residences and for residential purposes. For purposes of this restriction, "single-family" shall be deemed to mean a single household, and shall not prohibit use and occupancy by persons not comprising a traditional family so long as the number and relationship of the parties are reasonably within the spirit of this provision.

Section 3. Maintenance. All Units, together with the exterior of all improvements located thereon, shall be maintained in a neat and attractive condition by their respective Owners.

Section 4. Parking of Automobiles. A minimum of one (1) covered off-street parking space for each residence must be provided by each Unit Owner unless waived by the Association. Additional parking will be permitted at the front of the residence. Parking for guests of residents and visitors may be provided by the Association at the locations shown on the Plat, which space shall be for the use of guests of Unit Owners generally.

Section 5. Animals and Pets. No animals, livestock or poultry of any kind shall be raised, bred, pastured or maintained on any Unit, except household pets which may be kept in reasonable numbers for the sole pleasure of the occupants, but not for any commercial purpose or use. No pets shall be permitted outside of the boundaries of the Owner's Unit unless accompanied by their owners and on a leash. The Association, or any individual resident, may take appropriate measures to insure compliance with this provision, including having the animal picked up by the Metropolitan authorities.

Section 6. Nuisances and Unsightly Materials. No house or other structure on any Unit shall be used for any commercial or business purpose. Each Owner shall refrain from any act or use of his Unit which could reasonably cause embarrassment, discomfort, annoyance or nuisance to the neighborhood. No noxious, offensive or illegal activity shall be carried on upon any Unit. Boats, motor homes and trailers, may be stored in enclosed areas and must not be visible from neighboring Units, streets, roads or open areas.

Section 7. Governmental Restrictions. Each Owner shall observe all governmental building codes, health regulations, zoning restrictions and other regulations applicable to his Unit. In the event of any conflict between any provision of any such governmental code, regulation or restriction and any provisions of this Declaration, the more restrictive provision shall apply.

Section 8. **Use Restrictions.** Unit Owners shall not lease their Properties for any term less than twelve (12) months or make their Properties available for use, lease or license on a short term basis including but not limited making the Properties available to third parties through any third party services such as AirBNB or VRBO.

Section 9. **Signs.** No signs or billboards of any kind shall be displayed to the public view on any Unit or any portion of the Common Elements, except for (a) directional or informational signs compliant with the sign criteria established and approved by the Association, and (b) signs not in excess of six (6) square feet per side erected by an owner or an owner's real estate agent to advertise the sale of the Unit, which is compliant with the sign criteria established by the Association. The Association, after providing ten (10) business days' written notice to a Unit Owner that the sign does not comply with the Association's sign criteria shall have the right to remove the unapproved sign, and in doing so will not be liable in trespass or any tort in connection with the removal of the sign.

Section 10. **Units.** In no event shall the total number of Units on the four lots exceed eight (8) Units.

ARTICLE VII

Easements

Emergency. There is hereby reserved without further assent or permit a general easement to all policemen, firemen, ambulance personnel, garbage collectors, mail men, utility personnel, delivery service personnel and all similar persons to enter upon the Properties or any portion thereof which is now or hereafter made subject to this Declaration in the performance of their respective duties. Included in the persons designated to have access to the premises are all public officials, police and fire officers of the Metropolitan Government.

Easements Shown on the Plat. The Plat contains certain designated easements for roads, utilities and drainage, and the Common Elements. The easements so designated on the Plat encumber the Units as shown on the Plat, and are hereby established as perpetual and irrevocable easements. Said easements are granted and reserved for the use and benefit in common of all Owners of Sedberry Place and their agents, servants, family members and invitees. No Owner shall have the right to restrict, impede or take any action in any way to prohibit or limit the use in common by all Owners or said easements. However, use of the easements and Common Elements shall be subject to and governed by the provisions of this Declaration and the Bylaws, rules and regulations of the Association.

No Rights Established for the General Public. The streets of Sedberry Place, as shown on the Plat, are not public thoroughfares and no rights in the general public are intended to be created hereby or by the recording of the Plat. Said streets are private thoroughfares to be maintained, operated and controlled by the Association. The Association reserves the right to control access to all streets. The Association reserves the right to deny entry and access to any persons who are not authorized to use the streets pursuant to this Declaration. In the event that the streets should be subsequently dedicated to public use, the median at the entrance to Sedberry

Place shall be removed if required by the governmental authorities. Soliciting within Sedberry Place is expressly prohibited.

Encroachment. If any portion of the Common Elements now encroaches upon any Unit, or any Unit now encroaches upon any portion of the Common Elements, as a result of construction of a Unit or if any such encroachment shall occur hereafter as a result of settling or shifting of a Unit, a valid easement for the encroachment and for the maintenance of the same so long as such building stands, shall exist. In the event such Unit, any adjoining Unit, or any adjoining element, shall be partially or totally destroyed as a result of fire or other casualty or taken as a result of condemnation or eminent domain proceedings, the same shall be rebuilt in the manner as heretofore provided with the understanding that the same easement for such encroachment shall continue to exist.

ARTICLE VIII

Maintenance of Unimproved Units

An Owner shall either commence construction of a residence upon his Unit or cause his Unit to be improved so the same may be maintained the same as a completed lawn in a condition satisfactory to the Architectural Committee within one (1) year after closing of the purchase of the Unit and shall at all times after closing the purchase of the Unit keep grass, weeds and undergrowth cut and keep said Unit free of trash and debris. In the event an Owner fails to improve his Unit within the time required, or fails to commence such improvement within thirty (30) days after notice from the Association, and thereafter complete the same within ninety (90) days, the Association or may cause said Unit to be so improved and the Owner shall pay the cost thereof to the Association upon demand. In the event an Owner fails to pay the same upon demand, such sum may be collected from the Owner as an assessment or charge pursuant to Article IV hereof.

ARTICLE IX

INSURANCE

Section 1. Responsibility of Unit Owners; Separate Insurance Coverage.

(a) The Owner of each Unit shall, at its expense, obtain property insurance coverage for loss of or damage to any furniture, furnishings, personal effects, any modifications, improvements, betterments and additions to the Unit made by such Unit Owner after the initial transfer of the Unit, and other property belonging to such Unit Owner, and shall, at its expense, obtain insurance coverage against personal liability for injury to the person or property of another while within such Owner's Unit or upon the Common Elements or Limited Common Elements in such amount and in such form as shall be deemed appropriate by the Board. The amount of property insurance coverage shall be determined on a replacement cost basis in an amount not less than 100% of the then current estimated replacement cost of such modifications, improvements, betterments and additions to the Unit made by such Owner. Risk of loss of or damage to any furniture, furnishings and personal property belonging to the Owner, or which may be stored in any Unit, or in or upon Common Elements or Limited Common Elements, shall be borne by the Owner of each Unit. All furniture, furnishings and personal property constituting a portion of the Common Elements or

Limited Common Elements and held for the joint use and benefit of all Owners of Units shall be covered by such property insurance as shall be maintained in force and effect by the Association as hereinafter provided. All insurance obtained by the Owner of each Unit shall, whenever such provisions shall be available, provide that the insurer waives its right of subrogation as to any claims against other Owners, the Association or Declarant, and their respective servants, agents, employees and guests.

(b) Each Unit Owner shall file a copy of each individual policy or policies with the Association within thirty (30) days after the purchase of such insurance. In the event property insurance maintained by a Unit Owner causes a decrease in the amount of the insurance coverage maintained by the Association for the benefit of all Unit Owners on a casualty loss to the insurable condominium Property by reason of proration or otherwise, the Unit Owner so maintaining such insurance shall be deemed to have assigned to the Association the proceeds collected on such policy for loss or damage to the insurable Property and such proceeds shall be paid directly to the Association by the insurer. Any such insurance proceeds shall be applied and distributed by the Association in accordance with this Article IX.

Section 2. Insurance to be Maintained by the Association.

(a) Property Insurance. The Association shall obtain and maintain at all times a Causes of Loss - Special Form policy or its equivalent covering the insurable Property, including insurance for such other risks of a similar or dissimilar nature, as are or shall hereafter customarily be covered with respect to other HOA projects similar in construction, design and use. The amount of insurance coverage shall be determined on a replacement cost basis in an amount not less than 100% of the then current estimated replacement cost of the improvements that constitute the insurable Common Elements. Such insurance coverage shall be written in the name of, and the proceeds thereof shall be payable to, the Association or the Insurance Trustee (hereinafter defined), as trustee for the use and benefit of the Association, individual Unit Owners (without naming them), and their Mortgagees, as their interest may appear. Periodically, prior to the renewal of any such policy or policies of insurance, the Association may obtain an opinion or an appraisal from a qualified appraiser for the purpose of determining the full replacement cost of the insurable Common Elements for the amount of insurance to be obtained pursuant hereto. The cost of any such opinion or appraisal shall be a Common Expense.

All such policies of insurance shall (i) contain standard mortgagee clause endorsements in favor of the Mortgagee or Mortgagees of each Unit, if any, as their respective interest may appear; and (ii) provide that the insurance shall not be invalidated by any act or neglect of any Owner.

Any "Cause of Loss - Special Form" insurance policy obtained by the Association shall contain an agreed amount endorsement without margin clause and/or a coinsurance waiver endorsement and a replacement cost value endorsement without reduction for depreciation and shall contain no deductible in excess of $20,000. "Cause of Loss - Special Form" policies shall cover at least the following perils: building collapse; fire; flood if deemed in a high hazard flood area an NFIP policy shall be procured; back-up of sewers and drains; water damage; windstorm, including Named Storm that has been declared by the National Weather Service; earth movement in all its forms, including earthquake valued no less than the probable maximum loss analysis as set forth in a seismic analysis prepared by a licensed engineer and if coverage is available at

reasonable rates, landslide, mudslide, subsidence, or any other sudden and abnormal earth movement inclusive of property damage.

(b) Commercial General Liability Insurance. The Association shall obtain and maintain at all times a commercial general liability policy or policies, or their equivalent with limits of not less than One Million Dollars ($1,000,000) per occurrence and Two Million Dollars ($2,000,000) in the aggregate in such form as shall be deemed appropriate by the Board of the Association to protect the Association, the Unit Owners and Mortgagees. Such policy shall provide coverage for bodily injury and property damage resulting from the operation, maintenance or use of the Common Elements.

(c) Umbrella/Excess Liability. The Association shall obtain and maintain at all times an umbrella/excess liability policy or policies with a limit not less than One Million Dollars ($1,000,000) covering all occurrences commonly insured against by the commercial general liability insurance policy, employer's liability and director and officers liability. Each umbrella/excess liability policy shall be written as follow form or with a form that provides coverage that is at least as broad as the primary insurance policies.

(d) Workers' Compensation and Employers' Liability Insurance. The Association shall obtain and maintain at all times a policy or policies of workers' compensation insurance to meet the requirements of the laws of the State of Tennessee, including employers' liability insurance with limits of One Million Dollars ($1,000,000) for each coverage part, including a waiver of subrogation in favor of Owner.

(e) Fidelity Bonds or Commercial Crime Insurance. The Association shall obtain and maintain fidelity bonds or commercial crime insurance for any person who either handles or is responsible for funds held or administered by the Association naming the Association as the obligee/insured. The amount of the fidelity bond should cover the maximum funds that will be in the custody of the Association, but not less than the sum of three months' assessments on all Units.

(f) Directors' and Officers' Liability Insurance. The Association shall obtain directors' and officers' liability coverage insuring the directors and officers of the Association, including third-party coverage for discrimination and sexual harassment.

(g) Other Insurance. The Association shall obtain and maintain such other insurance coverage as the Board, in its sole discretion, may determine from time to time to be in the best interest of the Association and the Owners of all Units.

(h) Unavailability of Insurance. If the Association determines it cannot obtain any or all of the insurance coverage Association determines described in this Article IX Section 2, the Association shall notify the Unit Owners who shall meet to determine how to procure replacement or alternative insurance coverage.

Section 3. Governing Provisions. All insurance obtained and maintained by the Association as provided in Section 2 above shall be governed by the following provisions:

(a) All policies shall be written with a company licensed to do business in the State of Tennessee and, to the extent practical and available, holding a financial rating of Class IX or better

and a general policyholders rating of "A-VIII" or better by Best's Insurance Reports or other then comparable rating.

(b) Exclusive authority to adjust all claims under the policies hereafter in force on the Project shall be vested in the Association or its authorized representatives. The Association shall seek approval of Unit Owners and their Mortgagees to any adjustment applicable to their Unit. If the loss relates to only one Unit, the approval of the Owner and its Mortgagee shall be required before the Association settles the insurance claim unless the failure to settle such claim adversely affects other Owners as determined by the Association.

(c) In no event shall the insurance coverage obtained and maintained by the Association hereunder be brought into contribution with the insurance purchased by the individual Owners or their Mortgagees.

(d) The Association shall be required to make every effort to secure insurance policies that will provide for the following:

(i) A waiver of subrogation by the insurer as to any claims against the Association, the Board, the Declarant or the Unit Owners;

(ii) An agreement by the insurer that the insurance coverage cannot be terminated or materially changed without thirty (30) days prior written notice, ten (10) days prior written notice for nonpayment of premium, to the Association and the Mortgagee of each Unit;

(iii) The insurance coverage will be primary, even if a Unit Owner has other insurance that covers the same loss; and

(iv) No act or omission by any Unit Owner, unless acting within the scope of its authority on behalf of the Association, will void the policy or be a condition to recovery under the policy.

Section 4. Premiums and Deductibles. Premiums for insurance policies purchased by the Association shall be paid by the Association and the cost of all hazard insurance shall be allocated to the Units according to the respective cost of obtaining hazard insurance covering each Unit, as determined by the Association as set forth on Exhibit 9. The cost of any other insurance obtained by the Association shall be allocated to the Units on the basis of the respective cost of such insurance to the extent such allocation may be determined by the Association. All other insurance costs shall be assessed as a Common Expense; except that the amount of increase over the usual premium occasioned by the use, misuse, occupancy or abandonment of a Unit or its appurtenances or of the Common Elements or Limited Common Elements by a Unit Owner shall be assessed against that Unit Owner. Any deductible incurred by reason of a loss or claim under any insurance policy purchased under this Article IX shall be paid by the Owner of the Unit affected by the loss and if the loss affects more than one Unit Owner, such deductible shall be allocated between such Units, as determined by the Association. All other deductibles shall be paid by the Association, unless such loss or claim was caused by any Unit Owner, lessee or guest or invitee thereof or resulted from the use, misuse, occupancy, negligence or abandonment of a Unit or any portion thereof as determined by the Association. In such event the Unit Owner from whose

Unit the cause originated, will be responsible for the deductible under the Association's insurance policy.

Section 5. **Insurance Trustee**. The Association may engage the services of a bank or trust company authorized to do trust business in the State of Tennessee and having a capital and surplus of not less than $50,000,000 to act on its behalf as an insurance trustee ("Insurance Trustee") and to receive and disburse the insurance proceeds in accordance with the provisions of this Declaration. The Association, as a Common Expense, shall pay a reasonable fee to said Insurance Trustee for its services rendered hereunder, and shall pay such costs and expenses as said Insurance Trustee may incur in the performance of any duties and obligations imposed upon it hereunder. The Insurance Trustee shall be liable only for its willful misconduct, bad faith or gross negligence, and then for only such money which comes into the possession of the Insurance Trustee. Whenever the Insurance Trustee may be required to make distribution of insurance proceeds to Unit Owners and their Mortgagees, as their respective interests may appear, or to any other party for repair, replacement or reconstruction of property, the Insurance Trustee may rely upon a certificate of the President and Secretary of the Association, executed under oath, which certificate will be provided to said Insurance Trustee upon request made to the Association. Such certificate is to certify unto said Insurance Trustee the name of the Unit Owner, the name of the Mortgagee who may hold a Mortgage encumbering each such Unit, and the respective percentages of any distribution which may be required to be made to the Unit Owner, and his respective Mortgagee, as their respective interests may appear, or to certify the name of the party to whom payments are to be made for repair, replacement or reconstruction of all or a portion of the Insurable Condominium Property. The rights of the Mortgagee of any such Unit under any standard mortgage clause endorsement to such policy shall, notwithstanding anything to the contrary therein or in any Mortgage contained, at all times be subject to the provisions hereof with respect to the application of insurance proceeds to reconstruction of the damaged portion of the Insurable Condominium Property. No provision hereof shall entitle an Owner or any other party to any priority over a Mortgagee with respect to the distribution of any insurance proceeds with respect to any such Unit.

Section 6. **Loss to Common Elements Only**. In the event of the loss of or damage to only Common Elements, real or personal, by reason of fire or other casualties, which loss or damage is covered by fire and casualty insurance, the proceeds paid to the Association or the Insurance Trustee, as the case may be, to cover such loss or damage shall be applied to the repair, replacement or reconstruction of such loss or damage. If the insurance proceeds are in excess of the cost of the repair, replacement or reconstruction of such Common Elements, then such excess insurance proceeds shall be paid to the Owners of all Units, the distribution to be separately made to the Owner of each Unit and its respective Mortgagee, as their interests may appear, in the proportion that the undivided interest in the Common Elements appurtenant to each Unit bears to the total undivided interest in the Common Elements appurtenant to all Units. If there is no insurance coverage for such loss or damage, or if it appears that the insurance proceeds covering the fire or casualty loss or damage payable to the Association or the Insurance Trustee are not sufficient to pay for the repair, replacement or reconstruction of the loss or damage, or that the insurance proceeds when collected will not be so sufficient, then the Association shall pay, or shall deposit with the Insurance Trustee, as the case may be, a sum, which together with the insurance

proceeds received or to be received, if any, will enable payment for the repair, replacement or reconstruction of any loss or damage, as the case may be. The Association may levy and collect an assessment against the Owners of all Units in an amount which shall provide the funds required to pay for said repair, replacement or reconstruction, which assessment shall be allocated in proportion to the undivided interest of each Unit in the Common Elements.

Section 7. Loss to Limited Common Elements and/or Units. In the event of loss of or damage to Limited Common Elements or any Unit by reason of fire or other casualty, which loss or damage is covered by fire and casualty insurance carried by the Association, any proceeds paid to the Association or Insurance Trustee, as the case may be, to cover such loss or damage, shall be first applied to the repair, replacement or reconstruction of the Limited Common Elements, and any remaining insurance proceeds shall be applied to the repair, replacement or reconstruction of any Unit which may have sustained any loss or damage so covered. If the insurance proceeds are in excess of the cost of the repair, replacement or reconstruction of the Limited Common Elements and any Units sustaining any loss or damage, then such excess insurance proceeds shall be paid and distributed by the Insurance Trustee to the Owners of all Units, and to their Mortgagees, as their respective interests may appear. Such distributions are to be made in the manner and in the proportions as are provided for the distribution of insurance proceeds under Section 4 above. If there is no insurance coverage for such loss or damage, or if it appears that the insurance proceeds covering the fire and casualty loss or damage payable to the Association or the Insurance Trustee, as the case may be, are not sufficient to pay for the repair, replacement or reconstruction of the loss or damage, or that the insurance proceeds when collected will not be sufficient, then the cost of repair, replacement or reconstruction of each Unit or Limited Common Element appurtenant to such Unit sustaining loss or damage shall then be levied and collected by assessment against the Owners of the Units or Limited Common Elements appurtenant to such Units sustaining the loss or damage in proportion to the cost of repair, replacement or reconstruction of each Unit or Limited Common Element appurtenant to such Unit bears to the cost applicable to all Units and Limited Common Elements applicable to such Units sustaining loss or damage.

Section 8. Estimates of Repair; Plans and Specifications; Payment of Assessments. In the event of loss or damage to the Insurable Condominium Property, the Association shall, within sixty (60) days after any such occurrence, obtain reliable and detailed estimates of the cost of restoring damaged property to a condition as good as that which prevailed before such loss or damage. The estimate of repair shall be based upon the plans and specifications of the original buildings, as the same may from time to time be amended, or such other plans and specifications as may be approved by the Board, by all of the Owners of the damaged Units, by not less than seventy-five percent (75%) of the Owners of all Units including the Owners of damaged Units. The Association shall be appointed as attorney-in-fact for each Owner for the purpose of representing the Owners in any proceeding, negotiation, settlement, or agreement arising from any loss or damage to the Insurable Condominium Property. Such estimates are to contain and include the cost of any professional fees and premiums for such bonds as the Board may deem to be in the best interest of the membership of said Association. Whenever it shall appear that the insurance proceeds payable for such loss or damage will not be sufficient to defray the cost of repair, replacement or reconstruction thereof, the additional money required to completely pay for such repair, replacement or reconstruction of said loss or damage whether to be paid by all of the Owners of Units or only by the Owners of Units sustaining loss or damage,

or both, as herein provided, shall be paid to the Association and deposited with the Insurance Trustee, if any, not later than thirty (30) days from the date on which the Association or the Insurance Trustee, as the case may be, shall receive the monies payable from the policies of fire and casualty insurance. An Owner shall have the right to advance funds for the restoration of its Unit and its appurtenant Limited Common Elements and shall be reimbursed from the insurance proceeds to the extent of insurance proceeds allocated for the restoration of its Unit and Limited Common Elements.

Section 9. General Provisions of Insurance Policies.

(a) Blanket Policies. AU insurance coverages and policies described in Section 2 may be obtained and maintained through the use of master or blanket insurance policies that also insure properties other than the Project and condominium associations other than the Association, provided that such coverages and policies conform to the requirements applicable thereto as set forth herein.

(b) Waiver of Subrogation. Where applicable, the Association and each Owner hereby waives any right of recovery against (i) each other, (ii) any Managing Agent, and (iii) their respective owners, members, managers, partners, shareholders, directors, officers, employees, agents, contractors, subcontractors, vendors, affiliates, successors and assigns, for any loss or damage that is covered by any policy of insurance maintained (or required by this Declaration to be maintained) by the Association with respect to the Property or any component or element thereof or any operation therein, regardless of cause, including negligence (whether active or passive), professional errors or omissions, willful misconduct, strict liability, breach of contract or breach of warranty (express or implied) of the party benefiting from the waiver, to the extent of the loss or damage covered thereby. If any such policy of insurance does not permit the foregoing waiver or if the coverage under any such policy would be invalidated as a result of such waiver, the policy of insurance carried by the Association shall contain a waiver by the insurer of any right to claim by way of subrogation against each of the entities and persons listed in clauses (i) through (y} inclusive, in the preceding sentence.

Section 10. Managing Agent. The Board shall have authority to authorize the Managing Agent to assist and consult with it or to act as its agent and attorney-in-fact for one or more of the following purposes: (a) to purchase and maintain the insurance required under this Declaration; (b) to negotiate and compromise settlement of losses under any insurance; and (c) to collect the proceeds from any insurance, hold such proceeds in trust for the Owners and their First Mortgagees as their interest may appear, and dispose of such proceeds as provided in Article IX and in the Act. The Association and any insurance trustee designated by the Board shall have exclusive authority as agent and attorney-in-fact for the Owners to purchase and maintain all insurance required under this Article IX, to negotiate, settle and compromise any claims under such insurance, to receive all proceeds from such insurance and apply them as provided under this Declaration, to execute releases of liability in connection with the negotiation and settlement of claims and to execute all documents and perform all acts that may be necessary or desirable to carry out the Association's and insurance trustee's rights and duties under this Declaration.

Section 11. Association Insurance as Primary Coverage. If at the time of any loss under any policy which is in the name of the Association, there is other insurance in the name of

any Owner, and such Owner's policy covers the same property or loss, or any portion thereof, which is covered by the Association's policy, the Association's policy shall be primary and non-contributory with any other insurance.

Section 12. Annual Review of Insurance Policies. All insurance policies carried by the Association shall be reviewed at least annually by the Board to ascertain that the coverage provided by such policies adequately covers those risks required to be insured by the Association. Prior to obtaining any policy of fire insurance or renewal thereof, the Board or the Managing Agent of the Association may obtain a written appraisal from a duly qualified real estate or insurance appraiser, or other person knowledgeable as to replacement costs, which appraiser shall reasonably estimate the full replacement value of the improvements for the purpose of determining the amount of insurance required pursuant to the provisions of this Article IX. Each First Mortgagee shall be furnished with a copy of such appraisal. If any of the coverages or minimum coverage limits provided for in this Section cease to be reasonably available, or if any policy is cancelled or not renewed without a replacement policy having been obtained, the Association shall promptly notify all Owners and First Mortgagees by hand delivery or by United States mail, postage prepaid, and in such event the requirements for insurance shall be varied, or other provisions shall be made for protection against such risks upon the approval of 75% of the Owners and First Mortgagees.

Section 13. Notice of Cancellation. If any insurance that the Association is required to maintain under this Article IX is not reasonably available, is canceled or is not renewed without a replacement policy having been obtained, the Association shall immediately send written notice to the Owners in accordance with the provisions of the Declaration.

Section 14. Prohibition of Increases in Insurable Risks and Certain Activities. Nothing shall be done or kept in any Unit, in or on the Common Elements, or any part thereof, that would result in the cancellation of any insurance on the Property, or any part thereof, or in an increase in the rate of any insurance on the Property, or any part thereof, over such rates that the Association, but for such activity, would pay, without the prior written approval of the Association. Each Owner shall indemnify, defend and hold the Association and the other Owners harmless from and against all loss and damage resulting from any action or activity committed by the Owner which is in violation of this Section. At its own initiative or upon the written request of any Owner, if the Association determines that further action by it is proper, after affording an Owner a reasonable opportunity to be heard, the Association shall enforce the resulting indemnified amount as a default assessment determined and levied against the Unit Owner.

ARTICLE X

General Provisions

Section 1. Duration. All the restrictions shall be appurtenant to and run with the land and shall be binding upon all Owners and parties hereinafter having an interest in any of the Properties and all parties claiming under them for a period of ninety-nine (99) years from the date of the filing of this Declaration.

Section 2. Enforcement. All restrictions herein may be enforced by the Association or the Unit Owners, by proceeding at law or in equity against the person, firm or other entity

violating or attempting to violate any covenant or covenants, either to restrain the violation thereof or to recover damages, together with reasonable attorneys' fees and court costs. Further, in the event the Association fails to act to enforce any restriction herein, any Unit Owner may enforce these restrictions as aforesaid against any other Owner.

Section 3. Partial Invalidity. Any invalidation of any one or more of these restrictions by judgment, court order, or statute, or failure on the part of the Association or its successors or assigns to enforce any of said restrictions, shall in no way affect any of the other provisions hereof or be deemed as a waiver of the right to enforce such restrictions any time after the violation thereof.

Section 4. Abatement. In the event that any Unit Owner violates any of the terms or conditions of these restrictions and fails to cure the same within ten (10) days after written notice thereof, then the Association , in addition to the other rights and remedies provided for herein, shall have the express right, privilege and license to enter upon any Unit to take any reasonable action to cure such violation, and all reasonable costs thereof shall be at the expense of the Unit Owner and shall be payable upon demand by the Association.

Section 5. Fee Simple and Taxation. Each Unit must be separately taxed and assessed and no separate tax or assessment may be rendered against any Common Elements. Each Unit Owner will continue to exercise as much dominion, power and control over the Unit and Limited Common Elements as if he were the fee simple owner thereof.

Section 6. Rights Reserved. The following rights are hereby reserved for by the Association:

(a). The right of the Association to take such steps as are reasonably necessary to protect the above described Common Elements; and

(b). The right of the Association to suspend the enjoyment rights of any Unit 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

(c). The right of the Association to charge reasonable fees for the use of the Association Properties; and

(d). The right of the Association to dedicate or transfer all or any part of the Common Elements to any public agency or authority for such purpose and subject to such conditions as may be agreed to by the Owners entitled to vote thereon provided that no such diminution or dedication or transfer, determination as to the purposes as to the conditions thereof, shall be effective unless 90% of total votes entitled to vote has been recorded in favor of such dedication, transfer, purpose or condition.

(e). 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 proper servicing and maintenance of the Common Elements and individual Units.

(f). The right of the Association to from time to time prohibit certain activities in Sedberry Place and such prohibition shall be final and binding upon all owners.

Section 7. Severability. The individuality of any restriction hereby imposed or of any provision hereof, or of any part of such restriction or provision, shall not impair or affect in any manner the validity, enforceability or effect of the rest of this agreement and all of the terms hereof are hereby declared severable.

Section 8. Waiver. No provision contained in this agreement 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.

Section 9. Conformity with Tennessee Law. Notwithstanding any provision herein to the contrary, in the event of any conflict between this agreement and Tennessee law relating thereto, the full extent of the provision allowable by such state law shall be imposed.

ARTICLE XI

Amendment

The covenants and restrictions of this Declaration may be amended by agreement signed by the Owners of at least two-thirds (2/3) of the Units. Any such amendment shall not become effective until the instrument evidencing such change has been filed of record. Every purchaser or subsequent grantee of any interest in any property now or hereafter made subject to this Declaration by acceptance of a deed or other conveyance therefor, thereby agrees that the covenants and Restrictions of this Declaration may be amended as provided herein.

IN WITNESS WHEREOF, the President has executed this Amended and Restated Master Deed Establishing A Horizontal Property Regime for Sedberry Place this 9 day of May, 2024.

Lucy Roberts
President of HOA

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, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence) and who acknowledged that he executed the within instrument for the purposes therein contained. Witness my hand and official seal at NASHVILLE TN, this 9 day of MAY, 2024.

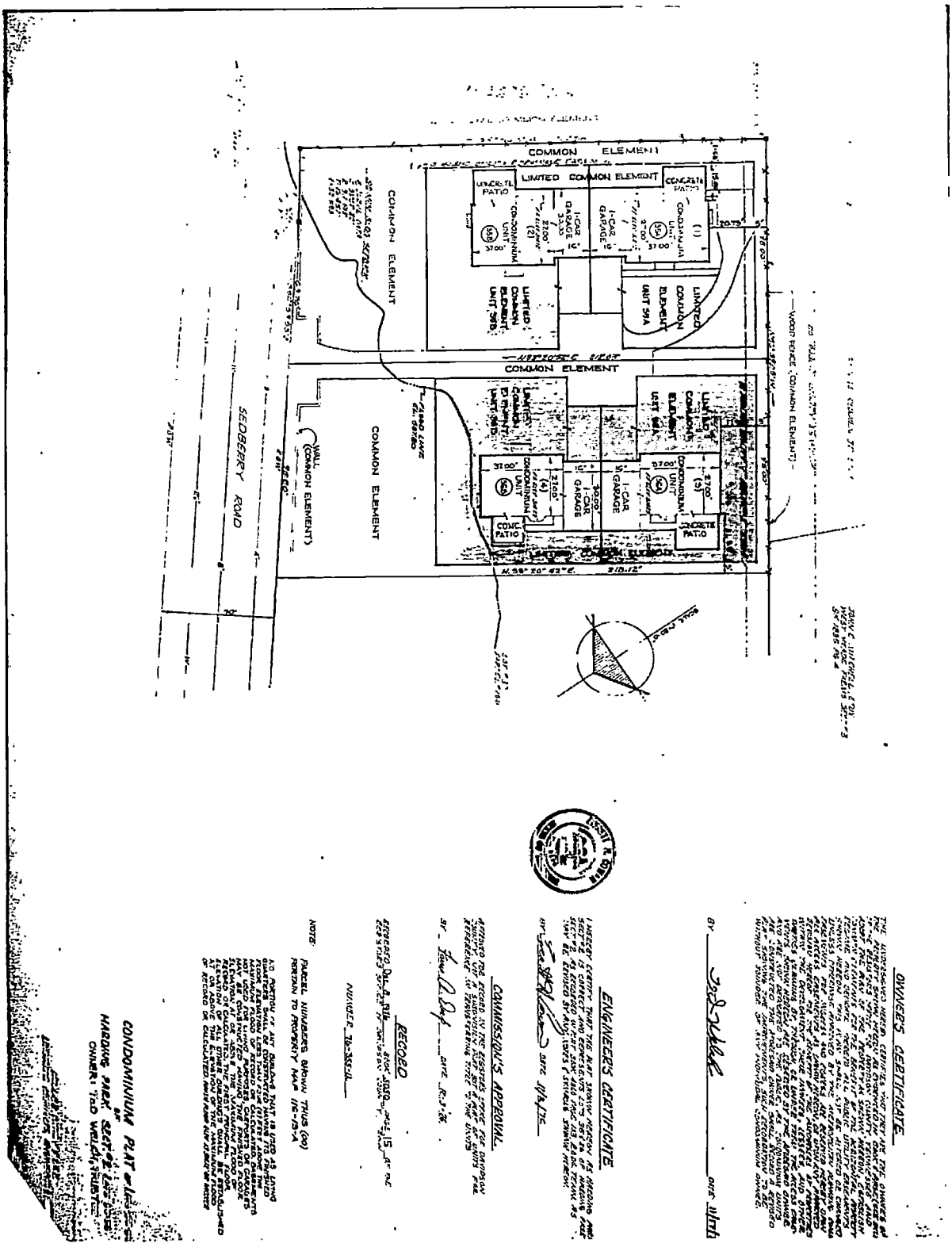
Notary Public

My commission expires: 1/24/2028.

POONAM BERY
STATE OF TENNESSEE NOTARY PUBLIC
DAVIDSON COUNTY
My Commission Expires Jan. 24, 2028

EXHIBIT "A"

All that real estate as shown upon the Plan for Sedberry Place, of record in Book 5050, Page 15, of the Register's Office for Davidson County, Tennessee, and the buildings and improvements thereon which is a condominium plat of lots 35 and 36 of Harding Park, Section II, as recorded in Plat Book 4860, page 103, Register's office for Davidson County Tennessee.


COMMON ELEMENT
LIMITED COMMON ELEMENT
CONCRETE PATIO
UNIT 59A
LIMITED COMMON ELEMENT
UNIT 59B
1-CAR GARAGE
CONDOMINIUM UNIT (1)
CONDOMINIUM UNIT (2)
CONDOMINIUM UNIT (3)
CONDOMINIUM UNIT (4)
CONC. PATIO
WOOD FENCE (COMMON ELEMENT)
SEDGBERRY ROAD
WALL (COMMON ELEMENT)
FENCE (COMMON ELEMENT)
N 38° 20' 42" E 210.12'
OWNERS CERTIFICATE
ENGINEERS CERTIFICATE
COMMISSION'S APPROVAL
RECORD
CONDOMINIUM PLAT
HARBOR PARK
OWNER: TED WELCH, TRUSTEE
NOTE:
PARCEL NUMBERS SHOWN THUS (59)
PERTAIN TO PROPERTY MAP 116-23-A

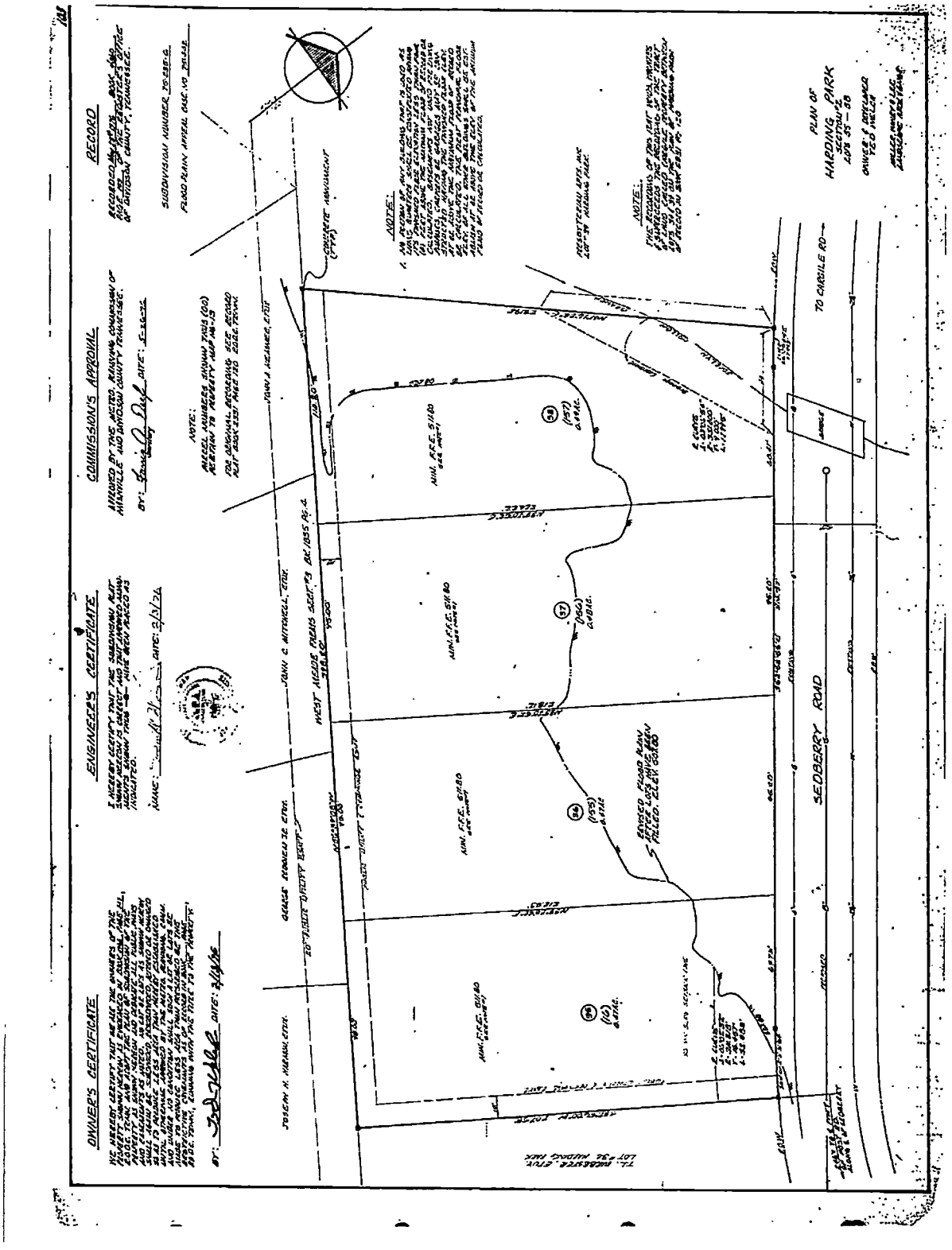

OWNER'S CERTIFICATE
ENGINEER'S CERTIFICATE
COMMISSION'S APPROVAL
RECORD
SEDBERRY ROAD
TO CARLILE RD
PLAN OF
HARDING PARK
SUBDIVISION NUMBER 76-88-G
ROAD PLAN APPEAL CASE NO. 76-88-G
NOTE:
MINIMUM BUILDING SETBACK LINE (BSL) AS PER ZONING REGULATIONS OF MANVILLE AND BROOKS COUNTY, TENNESSEE.
JOSEPH H. HARDING ETUX
JOHN C. MITCHELL, ETUX
DEEDS BOOK 92 ETUX
WEST MEDIA ROAD SUB'D'N BK 1855 PG. 4
TEL. PIEDMONT GAS CO.
LOT #2 WILDCAT CLUB
MANVILLE FIRE BOARD
RANGER ROAD R.O.W.
PLEAS. 22.4 W 66.00
NEWCOMER ROAD
NEWCOMER FARMS
NEWCOMER LANE
SOUTH DIXIE TURNPIKE CO.
20' PUBLIC UTILITY ESMT.
PRESBYTERIAN APTS. INC.
20"-SW NUMBER 3402
FIRE BOARDMEN OF THE CITY WOULD PREVENT ANY BUILDING FROM BEING BUILT ON THE PROPERTY OF ANY LAND OWNER WHO REFUSED TO PAY HIS PROPORTIONATE SHARE OF THE EXPENSE OF PROTECTING SUCH PROPERTY FROM FIRE.
NOTE:
1. NO BUILDING OR ANY PART THEREOF SHALL BE ERECTED OR MAINTAINED ON ANY LOT NEARER TO THE STREET LINE THAN THE MINIMUM BUILDING SETBACK LINE SHOWN ON THIS PLAT. IN ADDITION TO THE FOREGOING, NO BUILDING SHALL BE ERECTED ON ANY LOT NEARER TO AN INTERIOR LOT LINE THAN 10 FEET PLUS AN ADDITIONAL ONE FOOT FOR EACH FOOT BY WHICH THE BUILDING EXCEEDS 35 FEET IN HEIGHT, UNLESS A GREATER DISTANCE IS REQUIRED BY THE ZONING REGULATIONS IN FORCE AT THE TIME OF THE ISSUANCE OF A BUILDING PERMIT.
PLAN OF
HARDING PARK
SCALE 1" = 100'
APR 25 - 28
OWNER: J. BERNARD YEO WELLS
ENGINEER: MILLER ENGINEERING SURVEYING SERVICE

EXHIBIT "B"

BYLAWS

OF

SEDBERRY PLACE HOMEOWNERS' ASSOCIATION

ARTICLE II
Members (Owners)

Section 1. **Members.** Every person or entity who is an Owner of any Unit which is included in the Property shall be a Member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Unit.

Section 2. **Classes of Membership**. The Association shall have one class of membership:

(a) Class A. Class A Members shall be all Owners.

Section 3. **Succession**. The membership of each Owner shall terminate when he ceases to be an Owner, and upon the sale, transfer or other disposition of his ownership interest in a Unit, his membership in the Association shall automatically be transferred to the new Owner succeeding to such ownership interest.

Section 4. **Regular Meetings**. There shall be a regular annual meeting of Owners within fifteen (15) days after the end of each fiscal year of the Association. All such meetings of Owners shall be held at such place in Davidson County, Tennessee, and at such time as specified in the written notice of such meeting which shall be delivered to all Owners at least ten (10) days prior to the date of such meeting.

Section 5. **Special Meetings**. Special meetings of all Owners may be called by the President or by a majority of the members of the Board, or by Owners having at least three-fifths (3/5) of the votes entitled to be at such meeting. Said special meetings shall be called by delivering written notice to all Owners not less than ten (10) days prior to the date of said meeting, stating the date, time and place of said special meeting and the matters to be considered.

Section 6. **Delivery of Notice of Meetings.** Notices of meetings may be delivered either personally by mail or by email to Owner at the address or email address given to the Board by said Owner for such purpose.

Section 7. **Voting.**

(a) Class A. Except for matters concerning special assessments, Class A Members shall be entitled to one vote for each Unit owned in the Properties. The vote for any one Unit owned by more than one person or entity shall be exercised as they among themselves shall determine, but in no event shall the vote or votes with respect to any jointly owned Unit be cast separately.

(b) **Special Assessments and Amendments**. On all matters concerning a special assessment relating to the Common Areas or Common Use Facilities:

The Class A Members shall have one vote for each Unit owned.

Section 8. **Quorum**. A quorum of Owners for any meeting shall be constituted by Owners represented in person or by proxy and holding a majority of the votes entitled to be. cast at such meeting.

ARTICLE III
Board of Directors

Section 1. **Number, Election and Term of Office**. The Board of Directors of the Association (referred to herein as the "Board") shall consist of three (3) members (herein referred to as "Directors" or "members of the Board"). Two (2) Directors shall be elected at each regular annual meeting of Association members by the vote of Owners. Qualification. Each Director shall be an Owner. If a Director shall cease to meet such qualifications during his term, he shall thereupon cease to be a Director and his place on the Board shall be deemed vacant.

Section 2. **Vacancies**. Any vacancy occurring in the Board shall be filled by majority vote of the remaining members thereof. Any Director so elected to fill a vacancy shall hold office for a term equal to the unexpired term of the Director which he succeeds.

Section 3. **Meetings**. A regular annual meeting of the Board shall be held within ten (10) days following the regular annual meeting of Owners. Special meetings of the Board shall be held upon a call by the President or by a majority of the Board on not less than forty-eight (48) hours' notice in writing to each Director, delivered personally or by mail or telegram. Any Director may waive notice of a meeting, or consent to the holding of a meeting without notice, or consent to any action proposed to be taken by the Board without a meeting. A Director's attendance at a meeting shall constitute his waiver of notice of said meeting.

Section 4. **Removal**. Any Director may be removed from office for cause by the vote of three-fifths (3/5) of the total vote of the Owners.

Section 5. **Compensation**. Directors shall receive no compensation for their services as Directors, unless expressly provided for in resolutions duly adopted by the Owners.

Section 6. **Quorum**. Two (2) Directors shall constitute a quorum.

Section 7. **Powers and Duties**. The Board shall have the following powers and duties:

(a) to elect and remove the Officers of the Association as hereinafter provided;

(b) to administer the affairs of the Association and the Common Areas and Common Use Facilities, including the purchasing of casualty and liability insurance covering the Common Areas and Common Use Facilities, the Association, the Board and officers;

(c) to formulate policies for the administration, management and operation of the Common Areas and Common Use Facilities;

(d) to adopt rules and regulations, with written notice thereof to all Owners, governing the administration, management, operation and use of the Common Areas and Common Use Facilities;

(e) to provide for the maintenance, repair, and replacement of the Common Areas and Common Use Facilities and other expenses authorized by the covenants and payments therefor, and to approve payment vouchers or to delegate such approval to the officers;

(f) 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 Common Areas and Common Use Facilities and other expenses authorized by the covenants;

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

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

(i) to estimate the amount of the annual budget, and to provide the manner of assessing and collecting from the Owners their respective shares of such estimated expenses, as herein-after provided; and

(j) unless otherwise provided herein or in the covenants, to comply with the instructions of a majority of the Owners, as expressed in a resolution duly adopted at any annual or special meeting of the Owners.

Section 8. **Non-Delegation**. Nothing in this Article or elsewhere in these Bylaws shall be considered to grant to the Board, the Association or to the Officers of the Association any powers or duties which, by law, have been delegated to the Owners.

ARTICLE IV
Officers

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

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

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

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

(d) such additional Officers as the Board shall see fit to elect.

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

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

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

Section 5. Compensation. The Officers shall receive no compensation for their services as Officers.

ARTICLE V
Assessments

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

Section 2. Assessments. The estimated annual budget for each fiscal year shall be approved by the Board, and copies thereof, shall be furnished by the Board to each Owner, not later than thirty (30) days prior to the beginning of such year. On or before the first day of each month of each quarter, at the discretion of the Board, each Owner shall pay his appropriate share of the assessment for the common expenses as determined by the annual budget. Such proportionate share shall be determined by dividing the annual budget by the total number of Units. In the event that the Board shall not approve an estimated annual budget or shall fail to determine new monthly assessments for any year, or shall be delayed in doing so, each Owner shall continue to pay his assessment as last determined. Each Owner shall pay his assessment on or before its due date or as may be otherwise directed by the Board.

Section 3. **Partial Year or Month**. For the first fiscal year and thereafter until the First Board is elected, the annual budget shall be approved by the Interim Board. If such first fiscal year, or any succeeding fiscal year, shall be less than a full year, then the assessments for each Owner shall be proportionate to the number of months and days in such period covered by such budget. Commencing with the date of delivery of a deed to a Unit from Developer, each Owner shall pay his assessment for the following month or fraction of a month.

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

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

Section 6. **Records and Statement of Account**. The Board shall cause to be kept detailed and accurate records in chronological order of the receipts and expenditures of the Association, specifying and itemizing the common expenses and limited common expenses incurred. Payment vouchers may be approved in such manner as the Board may determine.

ARTICLE VI
Amendments

These Bylaws may be amended or modified from time to time by action or approval of the vote of the owners of two-thirds of the lots. Such amendments may be recorded in the Office of the Register of Deeds for Davidson County, Tennessee.

ARTICLE XII

INDEMNIFICATION

Section 1. **Indemnification of Directors, Officers, and Agents**. Every person who is, or has been a director, officer, employee or agent of the corporation, or of a subsidiary or an affiliate of the Corporation, shall be indemnified by the corporation in the manner and to the extent authorized by the Tennessee Nonprofit Corporation Act. The foregoing rights of indemnification shall be without prejudice to any other rights to which any such director, officer, employee or agent may be entitled as a matter of law.

Section 8.11 First Mortgagees May Pay Assessments and Cure Defaults. If any Owner fails to pay an Assessment on its Unit within thirty (30) days after the same is due, or if a default by any Owner of any provision of the Association Documents is not cured within thirty (30) days after written notice thereof, a First Mortgagee may (but shall not be required to) pay the Assessment, together with any other amounts secured by the Association's lien created by this Article VIII, and may (but shall not be required to) cure any such default.

Section 8.12 Statement Regarding Assessments. The Association shall furnish to an Owner, an Owner's designee, a Mortgagee or other holder of a Security Interest or its designee, upon written request, delivered personally or by certified mail, first class postage prepaid, return receipt requested, to the Association's registered agent, a statement setting forth the amount of any unpaid Assessments currently levied against the Owner's Unit. The statement shall be furnished within seven (7) calendar days after receipt of the request and the statement shall be binding upon the Association. If a statement is not furnished as required herein, the Association shall have no right to assert a priority lien upon that Unit for unpaid Assessments which were due as of the date of the request. The Board may establish a reasonable fee to be paid in connection with furnishing the statement, which fee shall be paid at the time such statement is provided to the party requesting the statement.

Section 8.13 Working Capital Fund. The Association may require the first Owner of any Unit (other than Declarant or a successor Declarant) who purchases that Unit from Declarant to make a non-refundable contribution to the Association's Working Capital Fund, in an amount equal to two months' Monthly Assessments allocated to that Unit, at the time of sale (regardless of whether or not Assessments have commenced as provided herein). The contribution shall be collected and transferred to the Association at the time of the closing of the sale of the Unit, and shall be held in the Working Capital Fund to be used by and for the benefit of the Association, as the Board deems appropriate, including for Repair Work, the payment of insurance deductibles, to meet unforeseen expenditures or to purchase additional equipment, property or services. The contribution to the Working Capital Fund shall not relieve an Owner of making its regular or other payments of Assessments (including Special Assessments) as the same become due. Upon transfer of a Unit, an Owner shall be entitled to obtain a credit from the transferee but in no event from the Association, in an amount equal to the Owner's contribution to the Working Capital Fund. No later than the expiration of the Declarant Control Period, Declarant shall transfer control of the Working Capital Fund to the Association, and Declarant shall pay the Association an amount equal to two times the then-Monthly Assessment against all Units then owned by it (unless such payment has previously been made with respect to any such Units). Notwithstanding the foregoing, no First Mortgagee who becomes an Owner through foreclosure or acceptance of a deed in lieu thereof shall be required to make a payment to the Association for the Working Capital Fund, and no Owner whose Unit has been foreclosed upon or transferred to a First Mortgagee by a deed in lieu of foreclosure shall be entitled to a credit from the First Mortgagee for any unused portion of the Working Capital Fund. Declarant shall not use any of the Working Capital Fund to defray its expenses, contributions to reserve funds, or construction costs, or to make up any budget deficits.