This instrument prepared by:
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Karen Johnson Davidson County
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DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR MUSICA TOWNHOMES A PLANNED UNIT DEVELOPMENT

THIS DECLARATION is made as of this 2nd day of August, 2024, by 1010 18 Avenue South, LLC, a Delaware limited liability company (the **"Declarant").**

WITNESSETH:

WHEREAS, the Declarant is the record owner and holder of the legal title of a tract or parcel of real property located in Davidson County, Tennessee, and more particularly described on Exhibit A attached hereto and made a part hereof (the **"Parcel");**

WHEREAS, the Declarant desires to submit the Parcel, together with all buildings, structures, improvements and other permanent fixtures of whatsoever kind thereon or to be constructed thereon, and all rights and privileges belonging or in any way pertaining thereto (collectively the **"Property"),** to the provisions of the Horizontal Property Act of the State of Tennessee as the same may be amended from time to time for the express purpose of establishing thereon a planned unit development **("PUD")** to be known as Musica Townhomes; and

WHEREAS, the Declarant further desires to establish for its own benefit and for the mutual benefit of all future owners and/or occupants of the Property or any part thereof, certain rights, easements, and privileges in, over and upon the said premises and certain mutually beneficial restrictions and obligations with respect to the proper use, conduct and maintenance thereof, for the purpose of enhancing and perfecting the value, desirability and attractiveness of the Property.

NOW, THEREFORE, the Declarant 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, Tennessee Code Annotated, Sections 66-27-101, *et seq.*, as the same may be amended from time to time.

b) **"Association"** means Musica Townhomes Homeowner's Association, Inc., a Tennessee not-for-profit corporation.

c) **"Board"** means the Board of Directors of Musica Townhomes Homeowner's Association, Inc., a Tennessee not-for-profit corporation.

d) **"Buildings"** means the buildings located on the parcel and forming a part of the Property and containing the Units. The buildings are delineated on the Plat.

e) **"By-Laws"** mean the By-Laws of the Musica Townhomes Homeowner's Association, Inc. 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 the body of this Declaration dealing with the administration and maintenance of the property shall be deemed to be part of the By-Laws.

f) **"Charter"** means the Charter of Musica Townhomes Homeowner's Association, Inc., as the same may be amended from time to time, a copy of which is attached hereto as Exhibit D.

g) **"Common Elements"** shall mean and include General Common Elements and Limited Common Elements as those terms are defined herein.

h) **"Declarant"** shall refer to 1010 18 Avenue South, LLC, a Delaware limited liability company, and its successors and assigns.

i) **"Declaration"** means this instrument as amended from time to time.

j) **"General Common Elements"** shall mean all of the Property, except the Units and Private Elements not including the Limited Common Elements.

k) **"Limited Common Elements"** shall mean those portions of the General Common Elements designated herein for the exclusive use of the one (1) Unit to which it is assigned.

l) **"Majority" or "Majority of the Unit Owners"** means more than fifty (50%) percent of the voting rights of the Unit Owners, including the Declarant.

m) **"Mortgage"** shall refer to any mortgage, deed to secure debt, deed of trust, or other transfer or conveyance for the purpose of securing the performance of an obligation including, but not limited to, a transfer or conveyance of fee title for such purpose.

n) **"Mortgagee"** or **"Mortgage Holder"** shall mean the holder of any Mortgage.

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

p) **"Parcel"** means the parcel(s) or tract(s) of real estate described on Exhibit A attached to this Declaration and submitted hereby to the provisions of the Act.

q) **"Period of Declarant Control"** means the period commencing upon the date hereof and ending when: (1) the infrastructure for the Property has been completed and all bonds or other security therefor have been released; and (2) all Units within the Property have been improved and sold to purchasers who intend to occupy such Unit or to have such Unit occupied as a single family residence, and not for resale; and (3) no part of the Property is owned by the

Declarant or its successors or assigns; and (4) all Class B memberships in the Association have been terminated; provided that, at the sole option of the Declarant, the Period of Declarant Control may be terminated at any time by written notice from the Declarant to the Board of Directors of the Association. Notwithstanding the foregoing, however, if necessary to comply with federal regulations applicable to Mortgagees, the Period of Declarant Control shall terminate at the latest time prescribed by such regulations.

r) **"Person"** means a natural individual, corporation, partnership, trustee, or other legal entity capable of holding title to real property.

s) **"Planned Unit Development" or "PUD"** means Musica Townhomes, a horizontal property regime with private elements, and therefore a planned unit development established in accordance with the Act.

t) **"Plat"** means the Plat, plats of survey or site plans of the Parcel or Parcels submitted to the provisions of the Act showing the number of each Unit and the exterior boundary of its Private Elements and other data necessary for identification, said Plat or Plats being attached hereto as Exhibit B.

u) **"Private Elements"** shall mean and include the lot area upon which the unit is located. Exclusive ownership in fee simple and use of the Private Elements for each Unit is reserved to such Unit. The area of the Private Elements for each Unit is shown on the Plat. Lots, as referenced on the Plat, shall be deemed to refer to the Private Elements.

v) **"Property"** means all the land, property and space comprising the Parcel as defined in Item (p) above, and all improvements and structures erected, constructed or contained therein or thereon, including the Buildings and all easements, rights and appurtenances belonging thereto, and all furniture, furnishings, fixtures, and equipment intended for the mutual use, benefit or enjoyment of Unit Owners, submitted to the provisions of the Act.

w) **"Record" or "Recording"** refers to the record or recording in the Register's Office for Davidson County, Tennessee.

x) **"Rules and Regulations"** refer to the rules and regulations concerning the use of the Units and the Common Elements, as adopted from time to time by the Board in accordance with the Declaration and By-Laws.

y) **"Unit(s)"** shall mean those portions of the Planned Unit Development intended for separate ownership and use as more particularly described in this Declaration and reflected on the Plat, and shall include the Private Elements and the residence, as well as the land underlying such residence and all other improvements now or hereafter located thereon. The Units are identified by number on the Plat and may be held and conveyed by reference to such number. Conveyance of a Unit shall automatically convey the undivided membership of the owner(s) of such Unit in the Association. Any Unit may be jointly or commonly owned in any estate recognized under applicable law. It is intended that the term "Unit" as used herein, shall have the same meaning as "Apartment" under the Act.

z) **"Unit Owner" or "Owner"** means the person or persons whose estates or interests, individually or collectively, aggregate fee simple ownership of a Unit and its respective Private Elements, and shall be deemed the same as "co-owner" under the Act. Unless specifically provided otherwise herein, Declarant shall be deemed a Unit Owner so long as he is the legal title holder of any Unit.

2. **Submission of Property to the Act.** The Declarant, by recording this Declaration, hereby submits and subjects the Parcel and the Property to the provisions of the Act and hereby establishes a planned unit development as authorized and described in the Act, to be known as Musica Townhomes.

3. **Improvements.** The improvements as described in the recitals of this Declaration consist of the dwellings reflected on the Plat showing numbers, 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 (or combination thereof) of each 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 by letter or number 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 his Unit to be separated into tracts or parcels different from the whole Unit as shown on the Plat.

5. **Association and Management of the Property.**

a) Association of Unit Owners and Administration and Operation of the Property. There has been formed an Association having the name Musica Townhomes Homeowner's Association Inc., a Tennessee not-for-profit corporation, which Association shall be the governing body for all Unit Owners and shall be operated to provide guidelines for the maintenance, repair, replacement, administration, and operation of the property, as provided in the Act, this Declaration and the By-Laws. The Unit Owners shall be members of the Association, with each Unit holding an undivided membership interest appurtenant to a Unit being in an equal share, subject to the provisions concerning voting hereinafter set forth. The By-Laws for the Association shall be the By-Laws attached to this Declaration as Exhibit C and made a part hereof, as they may be amended from time to time. The Board of Directors of the Association shall be elected and serve in accordance with the provisions of the By-Laws. The fiscal year of the Association shall be determined by the Board and may be changed from time to time as the Board deems advisable. The Association shall not be deemed to be conducting a business of any kind. All activities undertaken by the Association shall be for the sole benefit of the Unit Owners, and any funds received by the Association shall be held and applied by it for the use and benefit of Unit Owners, in accordance with the provisions of this Declaration and By-Laws. A Unit Owner's membership shall automatically terminate when he ceases to be 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 simultaneously 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 (except that the Declarant shall have three (3) votes per Unit as provided below).

b) Management of the Property. The Board shall have the authority to engage the services of an agent (the **"Managing Agent")** to maintain, repair, replace, administer and operate the property, or any part thereof, to the extent deemed advisable by the Board. Said agent shall be required to maintain fidelity bond coverage on its employees handling Association Funds. The cost of said services shall be a common expense. During the Period of Declarant Control, the Declarant or its nominee shall serve as the Managing Agent. Any contract entered into with a Managing Agent following the Period of Declarant Control shall be terminable by the Board or the Association upon not more than ninety (90) days written notice.

c) Use by Declarant. During the period of sale by the Declarant of any Units the Declarant, and the Declarant's agents, employees, contractors and subcontractors, and their respective agents and employees, shall be entitled to access, ingress to and egress from the Property and the improvements thereon as may be required for purposes of sale of the Units. While the Declarant owns any of the Units and until each Unit sold by it is occupied by a third- party purchaser thereof, the Declarant and its employees may use and show one or more of such unsold or unoccupied Units as a model unit or units, or as a sales office, and may maintain customary signs in connection therewith.

d) Non-Liability of the Directors, Board Officers and Declarant. To the maximum extent provided by law, including, without limitation, Tenn. Code Ann. Sections 48- 58-501, et seq., which is incorporated herein by reference, neither the Directors, Board, officers of the Association, nor the Declarant shall be personally liable to the Unit Owners for any mistake of judgment or for any other acts or omissions of any nature whatsoever as such Directors, Board, officers, or Declarant. The Unit Owners shall indemnify and hold harmless each of the Directors, Board, officers, or Declarant, and their respective heirs, personal and legal representatives, successors and assigns in accordance with, and as provided in, the Association's Charter of Incorporation and its Bylaws, to the maximum extent allowed by law.

e) Administration during Period of Declarant Control. During the Period of Declarant Control, the Declarant and its successors and assigns as developer of the Property, as owners of the Class B membership interests in the Association (as described and provided for in the Association's Charter of Incorporation) shall have exclusive authority to appoint and remove the directors and officers of the Association, and no action of the Association shall be effective unless and until the written approval and affirmative vote of the Declarant and a majority in interest of the Class B membership interests in the Association is first obtained. This provision shall control any contrary provision hereof or of the bylaws of the Association.

6. **Board's Determination Binding.** In the event of any dispute or disagreement between any Unit Owners relating to the Property, or any questions of interpretation or application of the provisions of this Declaration or By-Laws, the determination thereof by the Board shall be final and binding on all Unit Owners.

7. **Ownership of the Common Elements.**

a) Ownership of the Common Elements shall be vested in the Association.

b) Subject to the provisions concerning voting rights contained herein and in the Bylaws of the Association, each Unit is hereby allocated an equal percentage ownership in the Association. The percentage of ownership interest shall remain constant unless hereafter changed by recorded amendment to the Declaration consented. The ownership of a Unit shall not be conveyed separate from the undivided ownership in the Common Elements appurtenant to such Unit. The undivided interest in Common Elements appurtenant to any Unit shall be deemed conveyed or encumbered with the Unit, even though the legal description in the instrument conveying or encumbering such unit may refer only to the fee title to that Unit. The membership interest applicable to a Unit shall be used to allocate and calculate the assessments for common expenses and the division of proceeds, if any, resulting from any casualty loss, any eminent domain proceedings, any common surplus, or from any other disposition of the Planned Unit Development property.

8. **Use of the Common Elements.** Except as herein set forth, and subject to such Rules and Regulations as may be adopted by the Association, each Unit Owner shall have the right to use the Common Elements (and not the Private Elements) in common with all other Unit Owners, as may be required for the purposes of access, 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 not only to each Unit Owner, but also to his agents, tenants, family members, customers, invitees, and licenses. However, each Unit Owner shall have the right to the exclusive use and possession of their Private Elements and Limited Common Elements and shall be used by such Unit Owner(s) subject to the Rules and Regulations of the Association.

9. **Common Expenses.**

a) Common Expenses. Except as specifically provided otherwise herein, each Unit Owner shall be responsible for paying his equal proportionate share of the expenses of the administration and operation of the Common Elements and of any other expenses incurred in conformance with this Declaration and By-Laws (which expenses are herein sometimes referred to as **"Common Expenses"**), including, without limitation, the maintenance and repair of the Property and any and all replacements and additions thereto, insurance carried by the Association, and management fees incurred in the management of the Property. The payment of Common Expenses shall be in such amounts and shall be payable at such times as determined in the manner provided in the By-Laws. No Unit Owner shall be exempt from payment of his equal share of the Common Expenses by waiver or nonuse of enjoyment of the Common or Limited Common Elements or by abandonment of his Unit. The Declarant shall not be required to expend from its own funds any sums of money for maintenance, improvements, or any other expenses of the administration of the Common Elements, and no Unit owned by the Declarant shall be assessed for Common Expenses, or otherwise, until such time as construction of such Unit is completed and the Unit is occupied by a tenant of Declarant or is sold by the Declarant.

b) Creation of the Lien and Personal Obligation for Assessments. The Declarant (following the expiration of the Period of Declarant Control), for each Unit owned by it within the Planned Unit Development, hereby covenants, and each Owner of any Unit by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association (a) annual assessments or charges, and (b) special assessments for capital improvements and other nonrecurring expenses, or for maintenance, repairs, and/or

replacements benefiting one or more but less than all of the Units (which assessments may be charged to the Units benefited thereby, in the reasonable discretion of the Association's Board of Directors) such assessments to be established and collected as herein or in the Bylaws. The annual and special assessments, together with interest, costs, and reasonable attorney's fees, shall be a charge on the Unit and shall be a continuing lien upon the Unit against which each such assessment is made. Each such assessment, together with interest, costs and reasonable attorney's fees shall also be the personal obligation of the Unit Owner who was the Owner of such Unit at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to such person's successors in title unless expressly assumed by them, but shall, nevertheless, continue to be a lien against the Unit until paid.

c) Annual Assessment. The Board shall, from time to time, and at least annually, prepare a budget for the Planned Unit Development, determine the amount of the common charges required to meet the common expenses of the Planned Unit Development, and allocate and assess such common charges against the Unit Owners' respective percentage membership interests in the Association. The common expenses shall include, among other things, the cost of all insurance premiums on all policies of insurance required to be or which have been obtained by the Association pursuant to the provisions of this Declaration. The common expenses may also include such amounts as the Board may deem proper for the operation and maintenance of the Planned Unit Development property, including, without limitation, an amount for working capital of the Planned Unit Development, for a general operating reserve, for a reserve fund for replacements, and to make up any deficit in the common expenses for any prior year. The common expenses may also include such amounts as may be required for the purchase or lease by the Association or its designee, corporate or otherwise, on behalf of all Unit Owners, of any Unit whose Owner has elected to sell or lease such Unit or of any Unit which is to be sold at a foreclosure or other judicial sale. The Board shall advise each Unit Owner in writing of the amount of common charges payable by such owner, and shall furnish copies of each budget on which such common charges are based to all Unit Owners, and to their Mortgagees upon request.

d) Special Assessments for Capital Improvements. In addition to the annual assessments authorized above, the Board may levy, in any assessment year, a special assessment for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Parcel, including the Units or the Private or Limited Common Elements to the extent such reconstruction, repair or replacement is the Association's responsibility, or for the purpose of defraying the cost of any nonrecurring or unanticipated expense.

e) Reserves. The Board shall establish and maintain an adequate reserve fund for the periodic maintenance, repair and replacement of improvements to the Common Elements, if any, and those other portions of the Property which the Association may be obligated to maintain and which may give rise to the need for future repair or replacement, if any. Such reserve fund is to be established out of regular assessments for common expenses.

f) Uniform Rate of Assessment. Both annual and special assessments shall, except as herein otherwise specifically provided, be allocated equally among all Units, based on their respective percentages of membership interest in the Association. Annual assessments shall be collected on a monthly or quarterly basis, as determined by the Association's Board of Directors. Special assessments shall be collected as determined by the Board.

g) Working Capital Fund. At the time of closing of the sale of each Unit to a purchaser

a sum equal to at least two (2) monthly assessments for such Unit shall be collected and transferred to the Association to be held as a working capital fund. The purpose of said fund is to ensure that the Association will have adequate cash available to meet unforeseen expenses, and to acquire additional equipment or services deemed necessary or desirable. Amounts paid into the fund shall not be considered advance payments of regular assessments. A transfer fee may also be assessed.

h) Water/Sewer Services. The water and sewer services for all units shall be shared by all Units. The Association will pay the invoice and then bill each Unit owner for their portion as a Common Expense.

i) Effect of Nonpayment of Assessments. If any Unit Owner shall fail or refuse to make any such payment for common expenses when due, the remaining Unit Owner may pay said payment and the amount thereof together with interest at the rate of Ten (10%) percent per annum, after said payments become due and payable, shall constitute a lien on the Unit for which benefit the payment is made on behalf of the remaining Unit Owners. Each Unit Owner shall be personally liable for his portion of payments accrued while he is the owner of a Unit, and shall remain personally liable for such payments even after he is no longer the owner of the Unit; however, said personal obligation shall not pass to successors in title unless assumed by them or as required by Tennessee Code Annotated, Section 66-27-101, et seq, provided that, any lien encumbering a Unit as above described shall not be affected by transfer of a Unit.

j) Mortgage and Deed of Trust Protection. The lien against a Unit Owner for Common Expenses shall be subordinate to the lien of a recorded first Mortgage or Deed of Trust on the interest of such Unit Owner, except for the amount of the proportionate share of common expenses which become due and payable from and after the date on which the Mortgagee or Beneficiary thereunder either takes possession of the Unit encumbered thereby, accepts a conveyance of any interest therein (other than as security) or forecloses its Mortgage or Deed of Trust. This subparagraph shall not be amended, changed, modified, or rescinded without the prior written consent of all Mortgagees and Deed of Trust Beneficiaries of record.

10. **Mortgages and Deeds of Trust.** Each Unit Owner shall have the right, subject to the provisions herein, to mortgage his Unit together with his respective ownership interest in the Common Elements Association. No Unit Owner shall have the right or authority to mortgage or place a lien on the property or any part thereof, except to the extent of his own Unit and its appurtenant interest in the Common Elements Association.

11. **Separate Real Estate Taxes.** Real estate taxes shall be separately taxed to each Unit Owner for his Unit, its Private Elements, its appurtenant interest in the Common Elements and Limited Common Elements, and its corresponding interest 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 its proportionate share, in accordance with such unit owner's respective percentage of ownership interest in the Association, of the total tax obligation, and, in said event, such taxes shall be deemed a Common Expense.

12. **Easements.**

a) Unit Owners. Declarant, for itself, its successors and assigns, hereby declares that every Unit Owner shall have a perpetual nonexclusive easement in, upon, through, and over the Parcel, to keep, maintain, use, operate, repair, and replace his Unit in its original position and in

every subsequent position to which it changes by reason of the gradual forces of nature and the elements.

b) Development Easements. Declarant reserves unto itself, its successors and assigns an easement in, upon, through, and over the Limited Common Elements and Private Elements for as long as the Declarant, it successors and assigns, shall be engaged in the construction, development, and/or sales of Units, which easement shall be for the purpose of construction, installation, maintenance, and repair of the Buildings and appurtenances thereto, for ingress and egress to all Units and all Limited Common Elements, and for sales promotion and exhibition. In addition, Declarant hereby reserves the irrevocable right to enter into, upon, over, or under any Unit for a period of two (2) years after the date of delivery of the Unit deed for such purposes as may be reasonably necessary for the Declarant or its agents to complete the Planned Unit Development or service any Unit thereof.

c) Limited Common Areas. Declarant, for itself, its successors and assigns, hereby declares that every Unit Owner shall have a perpetual and exclusive easement for possession and use of that portion of the area contiguous to his or her or its Unit which is designated "Limited Common Areas" or "Limited Common Elements" in this Declaration, on the Plat, or otherwise, and which are considered Private Elements (which shall not include those Limited Common Elements which are reserved for the use of more than one but less than all of the Units, in which event the easement herein granted shall be nonexclusive).

d) Utilities. Declarant reserves unto itself, its successors, assigns, and agents, including, without limitation, the Association, an easement in, upon, through, and over the lands comprising the Limited Common Elements and Private Elements for the purpose of installation, maintenance, repair, and replacement of all sewer, water, power and telephone, pipes, lines, mains, conduits, waters, poles, transformers, and any and all other equipment or machinery necessary or incidental to the proper functioning of any utility systems serving the Planned Unit Development.

e) Encroachments. Declarant, for itself, its successors and assigns, hereby declares that every Unit Owner shall have a perpetual easement for the continuance of any encroachment by his Unit on any adjoining Unit or on any limited common element, now existing as a result of construction of the Building or which may come into existence hereafter as a result of the reconstruction of the Building or a Unit after damage by fire or other casualty, or as a result of condemnation or eminent domain proceedings, so that any such encroachment may remain undisturbed so long as the Building stands.

t) Municipal Services. Declarant, for itself, its successors and assigns, hereby declares that the Metropolitan Government of Nashville, Davidson County, Tennessee (but not the public in general), shall have a perpetual nonexclusive easement to enter upon all driveways and limited common elements for purposes of maintaining the safety, health, welfare, police, and fire protection of the citizens of said city, including the Occupants of the Planned Unit Development.

13. **Maintenance, Repairs and Replacements.**

a) Owner Responsibility. Except as otherwise provided herein, each Unit Owner, at such Owner's expense, shall furnish and be responsible for all maintenance of, repairs to, and replacements upon and within such Owner's Unit and its Private Elements and Limited Common Elements; provided, however, the Association, by vote of its Board of Directors, may choose to

provide such maintenance and repairs, or any part thereof at any time and from time to time, at the expense of the Owner of such Unit. Except to the extent hereinafter set forth, maintenance of, repairs to and replacements within the General Common Elements shall be the responsibility of and shall be furnished by the Association, and the cost thereof shall be part of the Common Expenses, subject to Section 9(a) herein and further subject to the By-Laws, and Rules and Regulations of the Association. The expenses for the maintenance, repair, or replacement of a Unit's water heater, furnace, air conditioner, heating and air conditioning ducts, and plumbing and electrical wiring and other items including, but not limited to the Limited Common Elements, serving only such Unit, shall be borne by the Owner of the Unit to which such Limited Common Elements are appurtenant. The Board shall direct Unit Owners who stand to be benefited by maintenance of, repairs to, and replacements to the exterior of said Unit, its private elements and/or within the Limited Common Elements to arrange for such maintenance, repairs and replacements in the name and for the account of such benefited Unit Owners, pay the cost thereof with their own funds, and procure and deliver to the Board such lien waivers and contractor's and subcontractor's sworn statements as may be required to protect the property from all mechanic's or materialmen's lien claims that maintain, repair, or replace the electrical wiring, plumbing, or other utilities of a Unit. Should the benefited Unit Owner fail or refuse to maintain, repair and/or replace, as directed by the Board, the exterior of the benefited Unit, its private elements, and/or within its Limited Common Elements, the Board or any other Unit Owner (or Owners) may cause said maintenance of, repairs to and/or replacements be made to the exterior of said Unit, its Private Elements and/or within its Limited Common Elements, and perfect remedies as recited in Section 19 herein. If due to the act or neglect of a Unit Owner, or of his agent, servant, tenant, family member, invitee, licensee, or household pet, damage shall be caused to the Private Elements owned by others, or if general maintenance of utility lines, etc. are required and such repair or damage is on another Unit Owner's Private Elements, then the Unit Owner which required said utility services shall pay for such damage or such maintenance, repairs and replacements.

b) Right of Entry. The authorized representatives of the Association, Board, or of the Managing Agent with approval of the Board, shall be entitled to reasonable access to the Private Elements as may be required in connection with the preservation of any individual Unit or Limited Common Elements in the event of an emergency, or in connection with maintenance of, repairs to, or replacements within the Common Elements, Limited Common Elements, Private Elements or any equipment, facilities or fixtures affecting or serving other Units, its Private Elements, Common Elements and Limited Common Elements, or to make any alteration required by any governmental authority.

c) Party Walls. Each wall built as 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 following provisions shall apply to all party walls constructed on the Property: (i) The cost of reasonable repair and maintenance of a party wall shall be shared by the Unit Owners who make use of the wall in proportion to such use. (ii) If a party wall is destroyed or damaged by fire or other casualty, any Unit Owner who has used the wall may restore it. If other Unit Owners make use of the wall, they shall contribute to the cost of restoration thereof in proportion to such use subject, however, to the right of any Unit Owners to call for a larger contribution from the others under any rule of law regarding liability for negligence or willful acts or omissions. (iii) The Unit Owner may construct or reconstruct a party wall subject to and within the limitations of architectural control and other limitation of this Declaration with the right to go upon the adjoining Unit or Lot to the extent reasonably necessary to perform the construction. The construction shall be

done expeditiously. Upon completion of the construction, the Unit Owner shall restore, as is reasonably practicable, the adjoining Unit to as near the same condition, which prevailed on or before the commencement of the construction. (iv) The right of any Unit owner to contribution from any other Unit Owner under this Section shall be appurtenant to the land and shall pass to the Unit Owner's successors in title. (v) If any Unit Owner desires to sell his Unit, he may, in order to assure a prospective purchaser that no adjoining Unit Owner(s) has a right of contribution as provided in this Article, request that the adjoining Unit Owner(s) provide a certification that no right of contribution exists. It shall be the duty of each adjoining Unit Owner to make a certification as to whether there is any pending claim of contribution immediately upon request and without charge.

14. **Alterations, Additions or Improvements.** Except as otherwise provided herein, no alteration of any Common Elements, or any additions or improvements thereto, shall be made by any Unit Owner without the prior written approval of the Board. The Board may authorize alterations, additions, and improvements of the Common Elements as provided in the By-Laws. Any Unit Owner may make alterations, additions or improvements within his Unit without the prior written approval of the Board, but such Unit Owner shall be responsible for any damage to other Units, the Common Elements, the Property, or any part thereof, resulting from such alterations, additions and improvements. Any alteration and/or maintenance made by a Unit Owner to the exterior of such Owner's Unit shall be in strict conformity to the architectural design and scheme of the Unit as of the date of this instrument unless approved by the unanimous agreement of the Unit Owners. Each Unit Owner, at his own expense, may decorate within such Owner's Unit and Limited Common Elements serving said Unit, including painting, washing, cleaning, paneling, floor covering, window treatments, lighting, and other furnishings and decorating. Each Unit Owner shall be entitled to the exclusive use of the interior surfaces of the perimeter walls, floors and ceilings of his Unit, and such Unit Owner shall maintain said interior surfaces in good condition at his sole expense, as may be required from time to time. Said maintenance and use of interior surfaces shall be subject to the rules and regulations of the Association, but each Unit Owner shall have the right to decorate such interior surfaces from time to time as he may see fit and at his sole expense. All windows and screens of a Unit shall be cleaned and washed, and any damage thereto repaired, at the expense of the Unit Owner of the Unit.

15. **Insurance.**

a) Unit Owner Insurance. Each Unit Owner shall be responsible for obtaining insurance for Unit Owner's own Unit (for example, an H-06 policy), as well as additions and improvements thereto, all decoration, furnishings and personal property therein, and any personal property stored elsewhere on the Property. The insurance policy shall afford, at a minimum, protection against loss or damage by fire or other perils normally covered by "Causes of Loss – Special Form Basis" endorsement, where such is available, and such policy shall be in an amount equal to 100% percent of the replacement cost of the covered improvements, without deduction for depreciation, and liability limits of no less than One Million Dollars ($1,000,000). In addition, if the Unit is operated as a short term rental, the Unit Owner shall maintain appropriate insurance therefor.

b) Association Insurance. The Association shall obtain and maintain, a "master policy" of insurance for all Units, and all 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 Unit and Common Elements, and against such other hazards and for such amounts as the Board may deem advisable. Insurable replacement cost shall be deemed to be the cost of restoring the "as-built" condition of the Units and all Common Elements, or any part thereof, to substantially the same condition in which they

existed prior to damage or destruction. Such insurance coverage shall be written in the name of, and the proceeds thereof shall be payable to, the Board, as the trustee for each of the Unit Owners in direct proportion to said Unit Owner's respective percentage of ownership in the Association, as set forth in this Declaration, and for the holders of mortgages on the damaged Unit(s) as loss payee, if any. The Policy of insurance shall also contain, if possible, a waiver of subrogation rights by the insurer against individual Unit Owners. The premiums for such insurance shall be a Common Expense. The Association shall review such limits, and/or the advisability of obtaining such insurance, at least once each year. All such policies shall provide that adjustment of loss shall be made by the Board, and that the net proceeds thereof shall be payable to the Association. Any such insurance that is not obtainable at a reasonable cost by the Association, in the sole discretion of the Board of Directors, shall be provided by the Unit Owners upon their individual Units. Nothing in this paragraph shall prohibit Unit Owners from purchasing any other insurance for their own benefit provided that all policies shall contain waivers of subrogation and further provided that the liability of the carriers issuing insurance obtained by the Association shall not be affected or diminished by reason of any such additional insurance carried by any Unit Owner. The Board may also obtain comprehensive public liability insurance, in such amounts as it deems desirable, and workmen's compensation insurance and other liability insurance in such amounts as it deems desirable, insuring each Unit Owner, mortgagee of record, the Association, its officers, directors, and employees, Owner, and the Managing Agent, if any, from liability in connection with the Property. The premiums for such insurance shall be Common Expenses; however, premiums for such insurance shall be separately billed equally to each Unit Owner. The Association may also obtain Fidelity Coverage covering officers, directors and employees who handle or are responsible for handling Association funds. Such bonds shall be in such amounts as the Board may determine, but in no event less than one hundred fifty percent (150%) of the monthly operating expenses of the Association and shall contain waivers of any defense based upon the exclusion of persons serving without compensation. The Association may also obtain such other 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 officer of the Association, and each member of any committee appointed pursuant to the By-Laws of the Association, from liability arising from the fact that said person is or was a director or officer of the Association, or a member of such a committee.

16. **Damage and Reconstruction.** Any reconstruction or repair of any Unit located therein shall be substantially in accordance with this Declaration and the original plans and specifications for the Planned Unit Development. Each Unit Owner shall be responsible for the costs of any reconstruction, repair or replacement of his or her Unit, subject to insurance coverage obtained by the Association, and in any event each Unit Owner shall be responsible for any damage to any portion of the Planned Unit Development necessitated by his negligence or misuse or the negligence or misuse of persons for whose actions he is responsible. In the event of damage to all or any part of a Unit Owner's Unit, then such Unit Owner shall begin reconstruction or repair of such Unit within sixty (60) days after the date of such damage, subject to the right of the Association to supervise, approve or disapprove such reconstruction or repair during the course thereof. In the event of damage to or destruction of any of the Property or any Common Elements as a result of fire or other casualty covered by insurance proceeds (unless more than two-thirds (2/3) of all buildings require reconstruction), the Board shall, in its sole and absolute discretion, determine and without intervention of any Unit Owner arrange for the prompt repair and restoration of the damaged portions of the Property and all Common Elements substantially in accordance with the original plans and specification therefor. Where the insurance indemnity is insufficient to cover the cost of such repairs and restoration, the deficit shall be paid by all Unit Owners with each Unit Owner to bear an equal proportion thereof. Notwithstanding the above, unless the Board does

carry hazard insurance covering the damage to the Property and Common Elements, the Board shall not be responsible for the repair, replacement or restoration of any Unit or Private Elements for which the responsibility or maintenance and repair is that of a Unit Owner, or for furniture, furnishings, fixtures, appliances, or equipment installed in the Unit by a Unit Owner or occupant.

17. **Condemnation.** In the event of any taking of any Unit in the Planned Unit Development by eminent domain, the Unit Owner and any Mortgagee of such Unit shall be entitled to receive the award for such taking attributable to the Unit Owner's proportionate share of the loss or reduction in the fee simple estate and the Building and other improvements to the land and after acceptance thereof he and his Mortgagee shall be divested of all interest in the Planned Unit Development if such Unit Owner shall vacate his Unit by virtue of such taking. If any repair or rebuilding of the remaining portions of the Planned Unit Development is required as a result of such taking, a majority in percentage of ownership of the remaining Unit Owners shall determine by vote or written consent whether to rebuild or repair the Planned Unit Development or to take such other action as such remaining Unit Owners deem appropriate. If no repair or rebuilding shall be required or shall be undertaken, the remaining portion of the Planned Unit Development shall be resurveyed and the Declaration shall be amended to reflect such taking and to proportionately readjust the percentages of ownership of the remaining Unit Owners based upon a continuing total ownership of the Planned Unit Development of one hundred percent (100%).

18. **Covenants of Unit Owners.** Each Unit Owner, by accepting ownership of a Unit, agrees on behalf of himself, his successors, heirs, personal representatives and assigns, to the following:

a) The Property will be used only in a manner consistent with local zoning laws and ordinances.

b) The Common Elements, if applicable shall be used only by Unit Owners and their agents, servants, tenants, family members, customers, invitees, and licensees for access, ingress to, and egress from the respective Units and for such other purposes incidental to use of the Units. The use, maintenance and operation of the Common Elements shall not be obstructed, damaged or unreasonably interfered with by any Unit Owner.

c) The use of all Units and the Limited Common Elements or Private Elements shall also be subject to the Bylaws, such reasonable Rules and Regulations as may be adopted by the Association or by its Board of Directors, and applicable law, provided that the present use of any existing Building or Unit on the Premises shall not be curtailed or restricted in any way without the approval and consent of the Owners of such Building or Unit.

d) Driveways. No truck (other than standard sized pickup trucks belonging to an Owner), bus, camper trailer, boat, or trailer shall be left parked in any Unit Owner's driveway or on the street adjoining the Planned Unit Development, except for repair and/or construction vehicles actually engaged in work on the Property.

e) Fences. In no event shall any chain link fences be permitted unless erected by Declarant or existing at the time of acquisition of the Property by Declarant.

f) Insurance. Nothing shall be done or kept in any Unit, or in any Limited Common Element, which will increase the rate of insurance on any Limited Common Element or on any other part of the Planned Unit Development without the approval of the Board. No Owner shall permit anything to be done or kept in his Unit or in any Limited Common Element which will result in

the cancellation of or increase the premium for the insurance on any Limited Common Element, or which would be in violation of any law. No waste will be permitted upon any Limited Common Element.

g) Nuisance. No noxious or offensive activity shall be carried on in any Unit or in any Limited Common or Private Element, nor shall anything be done therein or thereon which will constitute a nuisance to the other Unit Owners.

h) Animals. No animals, livestock or poultry of any kind shall be kept or maintained in any Unit or in any part of the Limited Common Elements except that no more than two dogs, cats or other household pets may be kept or maintained provided that they are not kept or maintained for commercial purposes, and provided that they do not constitute a nuisance to the other Unit Owners.

i) Structural Integrity. Nothing shall be done in any Unit or in, on, or to any Building or any Common Element which would structurally change any such Building, except as is otherwise provided herein.

j) Interference. Nothing shall be done either willfully or negligently, which may be or become an annoyance or nuisance to the other Unit Owners or Occupants. No Unit Owner shall make or permit any disturbing noises in a Building or Buildings by himself, his employees, agents, visitors, tenants, Occupants and licensees, nor do or permit anything by such persons that will interfere with the rights, comforts, or conveniences of other Unit Owners.

k) Flammable Substances. No Unit Owner or Occupant or any of his agents, servants, employees, licensees, tenants, or visitors shall at any time, bring into or keep in his Unit any flammable, combustible, or explosive fluid, material, chemical or substance.

l) Sale of Units. A Unit Owner, who sells a Unit or any interest therein, shall give written notice to the Association of the name and address of the purchaser, and such other information as the Association may reasonably require in connection with such transaction.

m) Notices to Association. Each Owner shall be obligated to furnish to the Association the name and address of any Mortgagee encumbering such Owner's Unit.

19. **Remedies.** In the event of any violation of the provisions of the Act, this Declaration, By- Laws, or rules and regulations of the Association by any Unit Owner (either by his own conduct or by the conduct of any Occupant of his Unit), the Association, or its successors or assigns, shall have each and all of the rights and remedies which may be provided for in the Act, this Declaration, By-Laws, or said rules and regulations, or which may be available at law or in equity, and may prosecute an action or other proceedings against such defaulting Unit Owner and/or others for enforcement of any lien and the appointment of a receiver for the Unit and ownership interest of such Unit Owner, or for damages or injunction or specific performance, or for judgment for payment of money and collection thereof, or the right to take possession of the Unit and to sell the same as provided hereinafter in this Paragraph No. 19, or for any combination of remedies, or for any other relief. All expenses in connection with any such actions or proceedings, including court costs and attorney's fees and other fees and expenses and all damages, liquidated or otherwise, together with interest thereon at the rate of fifteen (15%) percent per annum or such other uniform lawful rate as the Board shall determine, until paid, shall be charged to and assessed against such defaulting Unit Owner, and shall be added to and deemed part of his respective share of the common expenses, and the Board or Paying Unit Owner shall have

a lien for all of the same, as well as for nonpayment of common expenses, upon the Unit, and its appurtenant interest in the Common Elements of such defaulting Unit Owner and upon all of his additions and improvements thereto and upon all of his personal property in his Unit or located elsewhere on the Property; provided, however, that such lien shall be subordinate to the lien of a recorded first mortgage or deed of trust on the Unit, to the extent herein set forth in Paragraph No. 9 (j) hereof. In the event of any such default by a Unit Owner, the Board and/or Paying Unit Owner shall have the authority to correct such default, and to do whatever may be necessary for such purpose and all expenses in connection therewith shall be charged to and assessed against such defaulting Unit Owner. Any and all such rights and remedies may be exercised at any time and from time to time, cumulatively or otherwise, by the Board. This paragraph shall not be amended, changed, modified or rescinded without the prior consent of all holders of record of mortgage and deed of trust liens against the Units. The violation of any restriction or condition or regulation adopted by the Board or the breach of any covenant or provision herein contained, shall give the Board the right, in addition to any other rights provided for in this Declaration: (a) to enter (either peaceably or forcibly without liability to such Unit Owner for such entry) upon the Unit, or any portion of the Property upon which or as to which such violation or breach exists, and to summarily abate and remove, at the expense of the defaulting Unit Owner, any structure, thing or condition that may exist thereon contrary to the intent and meaning of the provisions hereof, and the Board, or its employees or agents, shall not thereby be deemed guilty in any manner of trespass; or (b) to enjoin, abate or remedy by appropriate legal proceedings, either at law or in equity, the continuance of any breach: or (c) to take possession (either peaceably or forcibly without liability to such Unit Owner for such entry) of such Unit Owner's interest in the Property and to maintain an action for possession of such Unit in the manner provided bylaw. If any Unit Owner (either by his own conduct or by the conduct of any other Occupant of his Unit) shall violate the Act, or any of the covenants or restrictions or provisions of this Declaration, the By-Laws, or the regulations adopted by the Board, and if such default or violation shall continue for ten (10) days after notice to the Unit Owner in writing from the Board or Paying Unit Owner, or shall occur repeatedly during any ten (10) day period after such written notice or request to cure such violation from the Board, then the Board shall have the power to issue to said defaulting Owner a notice in writing terminating the rights of said defaulting Owner to continue as a Unit Owner and to continue to occupy, use, or control his Unit, and thereupon an action in equity may be filed by the Board against said defaulting Owner for a decree of mandatory injunction against such defaulting Owner or Occupant, or in the alternative, for a decree declaring the termination of said defaulting Owner's right to occupy, use, or control the Unit owned by him on account of said violation, and ordering that all the right, title and interest of said defaulting Owner in the Property shall be sold (subject to the lien of any existing deed of trust or mortgage) at a judicial sale upon such notice and terms as the court shall determine, except that the court shall enjoin and restrain the said defaulting Owner from reacquiring his interest at such judicial sale. The proceeds of any such judicial sale shall be first paid to discharge court costs, court reporter charges, reasonable attorney's fees, and all other expenses of the proceeding and sale, and all such items shall *be* taxes against said defaulting Unit Owner in said decree. Any balance of proceeds, after satisfaction of such charges and any unpaid assessments hereunder, or any liens, shall be paid to said defaulting Unit Owner. Upon the confirmation of such sale, the purchaser shall thereupon be entitled to a deed to the Unit and the Unit Owner's corresponding percentage of ownership in the Common Elements, and to immediate possession of the Unit sold and may apply to the court for a writ of assistance for the purpose of acquiring such possession, and it shall be a condition of any such sale, and the decree shall so provide, that the purchaser shall take the interest in the Unit Ownership sold subject to this Declaration.

20. **Amendments.** The provisions of this Declaration may be amended by an instrument in writing, setting forth such amendment, signed by sixty-seven (67%) percent of the Unit Owners. Notwithstanding the above, the Declarant shall have the right to make and record any necessary amendment to this instrument for the express purpose of completion of development or correction

of clerical errors, or as may be required to obtain FHA/VA, FNMA, FHLMC or other desired approval for the horizontal property regime.

21. **Additional Property.** Declarant has the right to acquire additional neighboring property and submit that property to the terms of this Declaration.

22. **Perpetuities and Restraints on Alienation.** If any of the options, privileges, covenants, or rights created by this Declaration shall be unlawful, void or voidable for violation of the rule against perpetuities, then such provisions shall continue only until twenty-one (21) years after the death of the survivor of the now living descendants of the Governor of Tennessee holding office as of the date of this Declaration.

23. **Rights and Obligations.** Each Grantee of Declarant, 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 By-Laws which are more than administrative in nature such as, but not limited to, reservations and future rights of Declarant are hereby incorporated into and made a part of this Declaration by reference. All rights, benefits and privileges hereby imposed 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 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 and Occupants of a Unit shall be subject to, and shall comply with, the provisions of the By-Laws appended hereto and recorded herewith, pursuant to Tennessee Code Annotated, Section 66-27-111, as they may be amended from time to time. The acceptances of a deed of conveyance, devise, or lease to a Unit, or the entering into occupancy of any Unit shall constitute an agreement that the provisions of the By-Laws, 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 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, By-Laws, and rules and regulations of the Association may be incorporated by reference in, and become part of, the agreement between any first mortgagee and any present or future Unit Owner who enters into such an agreement with a first mortgage. When so incorporated, any default in the terms and conditions of this Declaration, By-Laws, and rules and regulations may be considered by the first mortgagee as a default, whereupon said first 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.

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

a) The right of the Association, as provided in its By-Laws or rules and regulations, 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;

b) The right of the Association to charge reasonable fees for the use of any part or parts of the Common Elements;

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 or dedication or transfer or determination as to the purposes or as to the conditions thereof, shall be effective unless both members of the Association have agreed to such dedication, transfer, purpose, or condition; 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.

25. **Federal Home Loan Mortgage Corporation and Federal National Mortgage Association Regulations.** Notwithstanding anything to the contrary contained in this Declaration or in the By-Laws of the Association, all terms, conditions, regulations, and requirements which are now existing, or which may be amended from time to time by the Federal National Mortgage Association, the Federal Home Loan Mortgage Corporation, or the Federal Home Loan Bank Board, pertaining to Planned Unit Developments, if applicable, are hereby incorporated as terms and conditions of this Declaration and By-Laws and such shall be governing upon the Property, Declarant, and the Association, so long as such terms or conditions are not inconsistent with the laws of the State of Tennessee as found in T.C.A., Section 66-27-101. *et seq.*, as amended. Specifically, without limitation upon the foregoing, the following declarations shall be controlling over any terms of this Declaration or By-Laws which are in conflict therewith. Any portions of this Declaration or By-Laws which are in conflict with this paragraph, or any portion of the regulations of the Federal National Mortgage Association, the Federal Home Loan Mortgage Corporation, or the Federal Home Loan Bank Board, pertaining to apartments, are hereby deleted and the following rights of mortgagees are itemized as follows:

a) A first mortgagee of a Unit at his request is entitled to written notification from the Association of any default by the mortgagor of such Unit in the performance of such mortgagor's obligations under this Declaration, By-Laws, or any of the PUD documents, which is not cured within thirty (30) days.

b) Any first mortgagee of a Unit who comes into possession of the Unit pursuant to the remedies provided in the mortgage, or deed of trust, or by foreclosure of the mortgage or deed of trust, or by 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 (except for claims for a pro rata share of such assessments or charges resulting from a pro rata reallocation of such assessments or charges to all Units including the mortgaged Unit).

c) Unless all of the first mortgagees (based upon one (1) vote for each mortgage owned) of Units have given their prior written approval, the Association shall not be entitled to:

i. Change the pro rata interest or obligations of any Unit for (a) purposes of levying assessments or charges or allocating distributions of hazard insurance proceeds or condemnation awards, and for (b) determining the pro rata share of each Unit in appurtenant real estate and any improvements thereon, which are owned by Unit Owners in undivided pro rata interests (Common Elements);

ii. Use hazard insurance proceeds for losses to the Common Elements for other

than the repair, replacement or reconstruction of such improvements, except as provided by T.C.A. Section 66-27-118. In case of substantial loss to the Common Elements.

d) First mortgagees shall have the right to examine the books and records of the Association.

e) An adequate reserve fund for the replacement of the Common Elements will be established and funded by regular monthly payments rather than by special assessments.

f) As set forth in T.C.A., 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 Unit and not to the Property as a whole.

g) No Unit Owner, or any other party, shall have priority over any rights of the first mortgagees of Units in the case of a distribution to Unit Owners of insurance proceeds or condemnation awards for losses to or a taking of Units and/or Common Elements.

h) Any agreement for professional management of the Property, whether it be by Owner, his 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.

i) The association shall give to the Federal National Mortgage Association, the Federal Home Loan Mortgage Corporation, or the Federal Home Loan Bank Board, or any lending institution servicing such mortgages as are acquired or insured by the Federal National Mortgage Association, the Federal Home Loan Mortgage Corporation, or the Federal Home Loan Bank Board, notice in writing of any loss to or the taking of Common Elements if such loss or taking exceeds Ten Thousand ($10,000.00) Dollars. The Association may rely upon the information contained in the book entitled "Mortgage of Units" as must be established pursuant to the By-Laws, 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 interest of any person, group, partnership, corporation, or entity of any kind, including any interest the Association, Declarant, or any Unit Owner may have in any portion of the Property, 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.

26. **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-holding 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.

27. **Notices.** Notices provided for in Act, Declaration or By-Laws shall be in writing and shall be addressed to the Association or any Unit Owner, as the case may be, at Musica Townhomes Homeowner's Association, Inc., 3841 Green Hills Village Drive, Suite 400, Nashville, TN 37215, or at such other address as hereinafter provided. The Association may designate a different address or addresses for notices to it by giving written notice of such change of address to all Unit Owners. Any Unit Owner may designate a different address for notices to him 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 acknowledgement of the receipt thereof. Upon written request to the Board, 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.

28. **Severability.** If any provision of this Declaration or By-Laws, or any section, sentence, clause, phrase, word, or the application thereof in any circumstance, is held invalid, the validity or the remainder of this Declaration and the By-Laws 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 of the By-Laws shall be construed as if such invalid part was never included therein.

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

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

31. **Attorney's Certificate.** The attorney's opinion as required under the terms of the TCA, Section 66-27-103 is attached hereto as Exhibit E and made a part hereof.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the Declarant has executed this Declaration on the day and year first above written.

DECLARANT:

1010 18 AVENUE SOUTH, LLC,
a Delaware limited liability company

By: M Cubed Developments, LLC, its Manager

By: _____
Mark McDonald, Manager

STATE OF TENNESSEE
COUNTY OF DAVIDSON

Personally appeared before me, the undersigned, a Notary Public in and for the County and State, the within named Mark McDonald, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself/herself to be the Manager of M Cubed Developments, LLC, the Manager of 1010 18 AVENUE SOUTH, LLC, a Delaware limited liability company, and that he/she acting in such capacity, and authorized so to do, executed the foregoing instrument on behalf of said corporation for the purposes therein contained.

Witness my hand and seal this 2ND day of AUGUST 2024.

_____
Notary Public

My Commission Expires: 3-3-25

STEVE MORRIS
STATE OF TENNESSEE NOTARY PUBLIC
DAVIDSON COUNTY
My Commission Expires 03-03-2025

EXHIBIT A

DESCRIPTION OF THE PARCEL

Being a tract of land lying in Nashville, Davidson County, Tennessee, being Lot 6 on the Plan of M.R. Shields Subdivision of Lot No. 4 of the O.B. Hayes Tract as recorded in Plat Book 57, Page 60, in the Register's Office of Davidson County, Tennessee (RODC), and Lots 5 and 6 on the Plan of Criddle and Scruggs Subdivision of Lot No. 7 on the Plan of O.B. Hayes' Plan of Large Lots as recorded in Plat Book 57, Page 62 RODC. Said tract being bounded on the north by Eugene Ervine Woolsey, Trustee of the Constance L. Woolsey 2013 Trust as recorded in Instrument No. 20140204-0010020, RODC, bounded on the east by the western Right of Way of Alley #442, bounded on the south by Midtown Place, LLC as recorded in Instrument No. 20110609-0044368, RODC, and bounded on the west by the eastern Right of Way of 18th Avenue South.

Tract being more particularly described as follows:

POINT OF BEGINNING being an existing iron rod with cap lying in the eastern Right of Way of 18th Avenue South located approximately 240' southwest of the southerly margin of Grand Avenue, said existing iron rod with cap being the southwest corner of said Eugene Ervine Woolsey, Trustee of the Constance L. Woolsey 2013 Trust, and the northwest corner of the Tract described herein;

Thence, with a common line with said Eugene Ervine Woolsey, Trustee of the Constance L. Woolsey 2013 Trust, South 81 deg 43' 38" East, 150.03' to an existing iron rod in the western Right of Way of Alley #442, being the southeast corner of said Eugene Ervine Woolsey, Trustee of the Constance L. Woolsey 2013 Trust, and the northeast corner of the Tract described herein;

Thence, with the western Right of Way of Alley #442, South 09 deg 22' 11" west, 146.95' to an existing iron rod, said existing iron rod being the northeast corner of said Midtown Place, LLC, and the southeast corner of the Tract described herein;

Thence, with a common line with said Midtown Place, LLC, North 81 deg 05' 53" west, 150.00' to a point in the eastern Right of Way of 18th Avenue South, said point being the northwest corner of said Midtown Place, LLC, and the southwest corner of the Tract described herein;

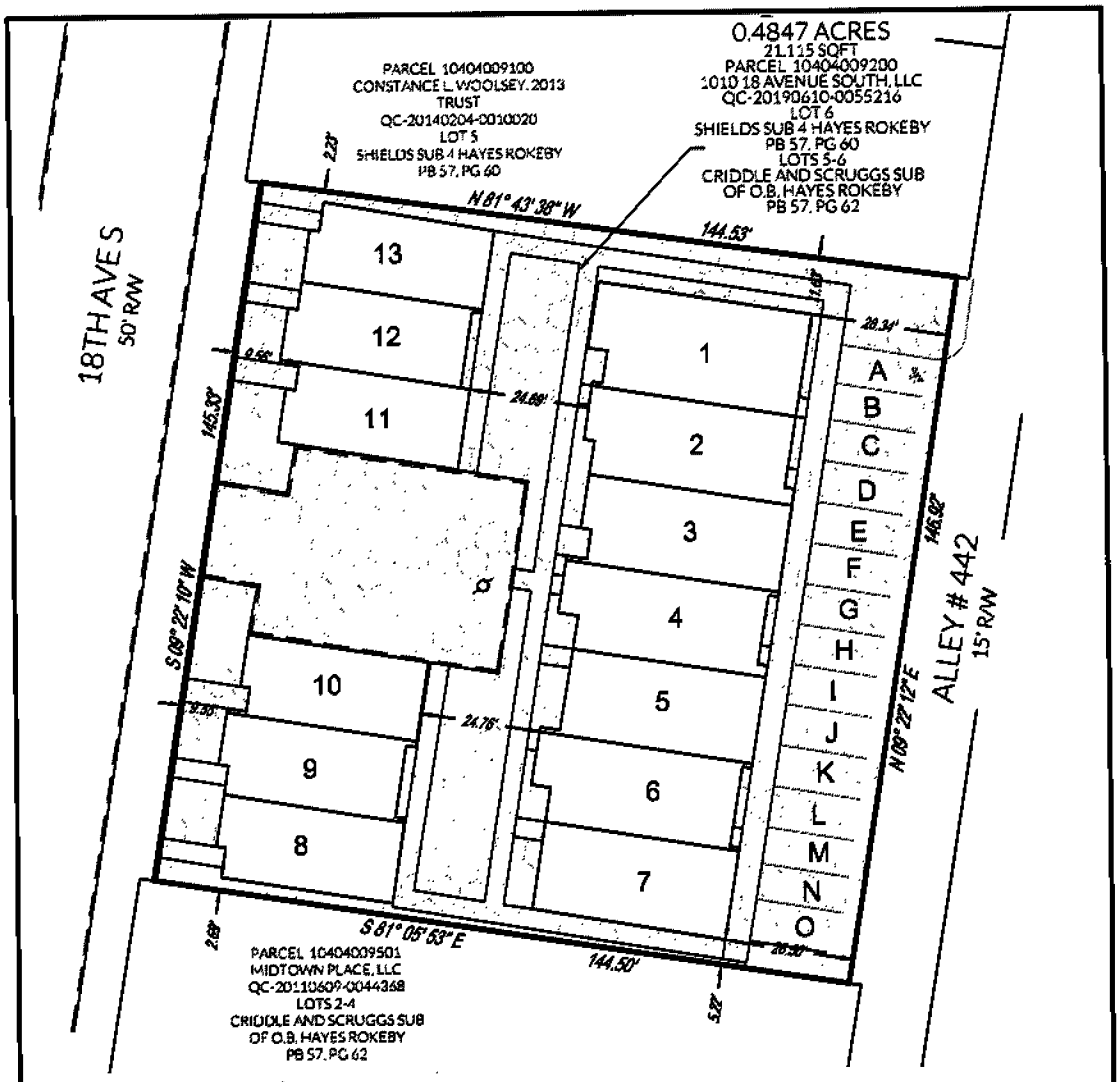
Thence, with said eastern Right of Way of 18th Avenue South, North 09 deg, 22' 11" east, 145.30' to the point of beginning.

Being the same property conveyed to 1010 18 Avenue South, LLC, a Delaware limited liability company by Quitclaim Deed from Neon Sky Properties, LLC, a Tennessee general partnership, dated June 7, 2019 and recorded at Instrument No. 20190610-0055216, RODC.

EXHIBIT B

PLAT

(see attached)



NORTH

30 0 30 60

GRAPHIC SCALE (IN FEET)

PRIVATE ELEMENT CHART

UNIT #	AREA (SqFt)	UNIT #	AREA (SqFt)
1	920 SqFt	8	617 SqFt
2	739 SqFt	9	617 SqFt
3	739 SqFt	10	617 SqFt
4	739 SqFt	11	617 SqFt
5	739 SqFt	12	617 SqFt
6	739 SqFt	13	617 SqFt
7	739 SqFt		

COMMON ELEMENT 12,059 SqFt

SURVEYOR'S CERTIFICATION:

THIS IS TO CERTIFY THAT THIS HORIZONTAL PROPERTY REGIME PLAT AND THE SURVEY ON WHICH IT IS BASED WERE MADE IN COMPLIANCE WITH 0820-03 OF STANDARDS OF PRACTICE OF THE TENNESSEE BOARD OF EXAMINERS OF LAND SURVEYORS AND MEETS OR EXCEEDS THE REQUIREMENTS OF A CATEGORY 1 SURVEY. DATE OF PLAT OR PLAN: 06/03/2024

SIGNED DATE: 06/03/2024
DONOVAN BENSON
TN RLS #3046
BENSON@BALANDPROS.COM
937.286.5043

HORIZONTAL PROPERTY REGIME PLAT

1010 18TH AVENUE SOUTH, LLC

1010 18TH AVE
NASHVILLE

17TH COUNCIL DISTRICT
DAVIDSON COUNTY, TENNESSEE

SCALE: 1"=30' | DATE: 06/03/2024

DESIGN: N/A | DRAWN: DPB | CHECKED: JBA

BA LAND PROFESSIONALS

JOB NO.: 24-0262

SHEET NO.: 1 OF 1

SURVEYOR
BA LAND PROFESSIONALS, LLC
3707 W SALINAS CIR
DAYTON, OH 45440
937.286.5043
BALANDPROS.COM
admin@balandpros.com

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EXHIBIT C

BY-LAWS OF

MUSICA TOWNHOMES HOMEOWNER'S ASSOCIATION, INC.

These are the Bylaws of Musica Townhomes Homeowner's Association, Inc., a Tennessee nonprofit corporation (the **"Association"**) whose members are comprised of those persons who hold ownership interests in the Units of Musica Townhomes, a Planned Unit Development located in Nashville, Davidson County, Tennessee, and whose membership is required by that certain Declaration (the **"Declaration"**), to which these Bylaws are attached as an exhibit, recorded in the Register's Office for Davidson County, Tennessee. Capitalized terms used herein but not otherwise defined shall have the meanings ascribed to them in the Declaration. The words **"Member"** or **"Members"** as used in these Bylaws mean and shall refer to **"Unit Owner" or "Unit Owners,"** as the case may be, as defined in the Declaration.

ARTICLE I
Members (Unit Owners)

Section 1. **Eligibility.** The members of the Association, shall consist of the Unit Owners of the property known as Musica Townhomes located in Nashville, Davidson Country, Tennessee (the **"Property"**). If a Unit Owner is a trust, then the member shall be a beneficiary of such trust, and if a Unit Owner or such a beneficiary is a corporation or partnership, the member may be an officer, partner or employee of such Unit Owner or beneficiary.

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

Section 3. **Regular Meetings.** The first regular meeting of the Unit Owners (the **"First Meeting"**) may be held, subject to the terms hereof on any date, at the option of the Board. All such meetings of Unit Owners shall be held at such place in Davidson County, Tennessee, and at such time as specified in the written notice of such meeting which shall be delivered to all Unit Owners at least ten (10) days prior to the date of the meeting.

Section 4. **Special Meetings.** Special meetings of Unit Owners may be called by a majority of the Unit Owners. Special meetings shall be called by delivering written notice to all Unit Owners not less than ten (10) days prior to the date of the meeting, starting the date, time and place of the special meeting and the matters to be considered.

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

Section 6. **Voting.** Each Unit shall have one (1) vote, except the Declarant, which shall have three (3) votes for each Unit it owns. If any Unit Owner consists of more than one (1) person, the voting rights of such Unit Owner shall not be divided but shall be exercised as if the Unit Owner consisted of only one (1) person in accordance with the proxy or other designation made by the persons constituting such Unit Owner.

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

Section 7. **Quorum.** A quorum of Unit Owners for any meeting shall be constituted by Unit Owners represented in person or by proxy and holding twenty five percent (25%) of the votes entitled to be cast at such meeting. If there is no quorum the meeting shall be moved to another time. If a date a time is decided at that meeting, then no notice will be required. A quorum at the subsequent meeting shall mean one half of the owners represented in person or by proxy required in the prior meeting.

ARTICLE II
Board of Directors

Section 1. **Number.** Election and Term of Office. The Board of Directors of the Association (referred to in the Horizontal Property Act of the State of Tennessee as the "board of administrators" and sometimes referred to herein as the "Board") shall consist of three (3) members (hereinafter referred to as "Directors"). The Directors shall serve for staggered terms of three (3) years each; provided as follows: at the First Meeting of the Unit Owners, one (1) Director shall be elected to serve for a term of one (1) year, one (1) Director shall be elected to serve a term of two (2) years and one (1) Director shall be elected to serve a term of three (3) years. Thereafter, all Board members elected each year shall serve for a term of three (3) years. The members of the Board shall serve until their respective successors are duly elected and qualified, or until their death, resignation or removal.

Section 2. **Period of Declarant Control.** Notwithstanding anything to the contrary contained herein, at all times while the Class B membership is outstanding (the **"Period of Declarant Control"),** the Declarant or its successors and assigns will have the exclusive authority to appoint and remove directors and officers of the Association, and no action of the Association shall be effective unless and until the written approval and affirmative vote of both the Class A membership and the Class B membership is first obtained. This provision shall control any contrary provision hereof or of the Charter of the Association or of the Declaration by which the Planned Unit Development is established.

Section 3. **Qualifications.** The Directors shall consist of each Unit Owner or spouse of each Unit Owner. Should any Unit Owner Director transfer title to his or her Unit, the respective successor Unit Owner shall assume the transferor's position as Director. If a director shall cease to meet such qualifications during his term, he shall thereupon cease to be a Director and his place on the Board shall be deemed vacant.

Section 3. **Vacancies.** Any vacancy occurring in the Board shall be filled by majority vote of the remaining members thereof. Any Director so elected or appointed to fill a vacancy shall hold office for a term equal to the unexpired term of the Director whom he succeeds.

Section 4. **Meetings.** A regular annual meeting of the Board shall be held following the regular annual meeting of Unit Owners. Special meetings of the Board shall be held upon call by the President or by a majority of the Board on not less than forty-eight (48) hours' notice in writing to each Director, delivered personally or by mail or telegram. Any Director may waive notice of a meeting, or consent to the holding of a meeting without notice, or consent to any action proposed to be taken by the Board without a meeting. A Director's attendance at a meeting shall constitute his waiver of notice of said meeting.

Section 5. **Removal.** Any non-Unit Owner Director may be removed from office with or without cause by the vote of a majority of the Unit Owners.

Section 6. **Compensation.** Directors shall receive no compensation for their services as Directors, unless expressly provided for in resolutions duly adopted by Unit Owners.

Section 7. **Quorum**. A simple majority of Directors.

Section 8. **Powers and Duties.** The Board shall have the following powers and duties: To elect and remove the officers of the Association;

a) To administer the affairs of the Association and the Property

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

c) To formulate policies for the administration, management and operation of the Property and the Common Elements;

d) To adopt rules and regulations, with written notice thereof to all Unit Owners, governing the administration, management, operation and use of the Property and the Common Elements, and to amend such rules and regulations from time to time and to establish reasonable financial assessments for infractions thereof;

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

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 Property and the Common Elements, and to delegate any such powers to the Managing Agent (and any such employees or other personnel who may be the employees of a Managing Agent);

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

j) To borrow money for the purpose of repair or restoration of Common Elements without the approval of the members of the Association;

k) To secure insurance policies as required by the Declaration, and in this regard, annually to review the amounts of coverage afforded by such policies;

l) Unless otherwise provided herein or in the Declaration, to comply with the instructions of a majority of Unit Owners as expressed in resolutions duly adopted at any annual or special meeting of Unit Owners;

m) To be responsible for and maintain all streets, roads, utilities, and any other services of a public nature that are classified as Common Elements in the Declaration; and

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

Section 9. **Power to Take Any Action.** Whenever in these By-Laws the Association is given the power to take any action, it is the intention of these By-Laws that the Board shall act for the Association in all cases, except and to the extent that it is expressly provided that action be taken upon vote of the Unit Owners.

Section 10. **Non-Delegation.** Nothing in these By-Laws shall be considered to grant to the Board, the Association, or to the officers of the Association, any powers or duties which, by Law, have been delegated to Unit Owners.

ARTICLE III
Officers

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

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

b) A Secretary/Treasurer, who shall keep the minutes of all meetings of the Board and of Unit Owners, financial records, and who shall, in general, perform all the duties incident to the office of Secretary/Treasurer; and

c) 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 officer or impose such limitations or restrictions upon the powers of any officer as the Board may see fit.

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

Section 4. **Vacancies.** Vacancies in any office shall be filed by the Board by a majority vote of the 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 membership of the Board at a special meeting thereof.

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

ARTICLE IV
Assessments

Section 1. **Annual Budget.** The Board shall establish an annual budget to provide for the needs of the Units. Such budget shall take into account the estimated common expenses and cash requirements for the year, including but not limited to salaries, wages, payroll taxes, legal and accounting fees, working capital funds, supplies, materials, parts, services, maintenance, repairs, replacements, landscaping, insurance, fuel, power, and all other common expenses.

Section 2. **Lien.** It shall be the duty of every Unit Owner to pay his equal share of the expenses as provided in the Declaration, and as assessed in the manner provided. If any Unit Owner shall fail or refuse to make any such payment when due, such delinquent payment shall be subject to a late charge in an amount established by the Board, and such delinquent payment shall also bear interest at the highest permissible rate of interest allowed in the State of Tennessee. Such delinquent payment, together with penalty and interest, shall constitute a lien, as provided in the Act and Declaration, enforceable by the Board and/or Paying Unit Owner, on the interest of such Unit Owner in the Property. The Association, acting through the Board or its agents, shall have the right to maintain a suit to foreclose any such lien, and there shall be added to the amount due the costs of said suit and other fees and expenses, together with legal interest and reasonable attorney's fees to be fixed by the court. Furthermore, if any Unit Owner shall fail or refuse to pay when due his proportionate share of the expenses, the Association, acting through its Board, shall have the authority to exercise and enforce any and all rights and remedies as provided for in the Horizontal Property Act, the Declaration, or these By-Laws, or as otherwise available at law or in equity, for the collection of all unpaid assessments.

Section 3. **Records and Statement of Account.** The Board shall cause to be kept detailed and accurate records in chronological order of expenditures affecting the Common Elements, specifying and itemizing the common expenses incurred.

Section 4. **Discharge of Liens.** The Board may cause the Association to discharge any mechanic's lien or other encumbrances which in the opinion of the Board may constitute a lien against the Property or the Common Elements, rather than a lien against only a particular Unit. When less than all the Unit Owners are responsible for the existence of any such lien, the Unit Owners responsible shall be jointly and severally liable for the amount necessary to discharge the same and for all costs and expenses, including attorney's fees, incurred by reason of such lien.

ARTICLE V
Use and Occupancy Restrictions

Section 1. **General.** No unlawful, noxious or offensive activities shall be carried on in any Unit or elsewhere on the Property, nor shall anything be done therein or thereon which shall constitute a nuisance or which shall in the judgment of the Board cause unreasonable noise or disturbance to others.

Each Unit Owner shall maintain his Unit and its Private Elements in good condition and in good order and repair, at his own expense, and shall not do or allow anything to be done which may increase the cost or cause the cancellation of insurance on other Units or on the Common Elements. No Unit Owner shall display, hang, store or use any clothing, sheets, blankets, laundry, or other articles outside such Owner's Unit, or which may be visible from the outside of such Owner's Unit (other than draperies, curtains, or shades of a customary nature and appearance, subject to the rules and regulations of the Board), or paint or decorate or adorn the outside of such Owner's Unit, or install outside such Owner's Unit any canopy or awning, or outside radio or television antenna, or Citizens Band radio transmitters, neon signs, or other equipment, fixtures or items of any kind, without the prior written permission of the Board or the written permission of the Managing Agent, acting in accord with the Board's discretion. The foregoing restrictions as to use and occupancy shall not be construed to prohibit a Unit Owner from placing and maintaining outdoor furniture and decorative foliage of a customary nature and appearance on a patio or deck which is a Private Element. No owner of a Unit shall display, hang, store or use any signs or flags outside such Owner's Unit or which may be visible from the outside of such Owner's Unit (except for special event or sports flags for no longer than twenty- four (24) hours at a time) without the prior written permission of the Board or the written permission of the Managing Agent, acting in accord with the Board's discretion. So long as the Declarant owns any Units, the Declarant shall not require Board approval for signage it deems necessary for the marketing of the project.

No structure of a temporary character, trailer, motor home, boat, tent, shack, garage, barn, or other out-buildings shall be permitted on the Property at any time, temporarily or permanently, except with the prior written consent of the Board; provided, however, that temporary structures may be erected for use in connection with the repair or rebuilding of the Buildings or any portion thereof.

Section 2. **Animals.** No animals shall be raised, bred, or kept in any Unit, except for dogs, household cats and small birds owned as household pets by a Unit Owner, provided that said pet is not kept for any commercial purpose, and provided that said pet shall be kept in strict

accordance with the administrative rules and regulations relating to household pets from time to time adopted or approved by the Board. All dogs owned by Unit Owners and kept in a Unit shall be on leash while outside the Unit, except that any Unit Owner may keep a dog in his fenced yard. All such dogs shall be exercised by the Unit Owner at places on the Property which do not interfere with the use and enjoyment of the same by other Owners. An Owner shall be responsible for all damage to Common Areas caused by said Owner's dog and the Owner shall clean up after such Owner's dog.

Section 3. **Trash.** Trash, garbage, and other waste shall be kept only in sanitary containers and shall be disposed of in a clean and sanitary manner as prescribed from time to time in rules and regulations of the Board.

Section 4. **Storage.** Articles of personal property belonging to any Unit Owner; such as baby carriages, bicycles, wagons, toys, furniture, clothing, and other articles, shall not be stored or kept in the Common Elements. Storage of boats, trailers, campers, and motor homes on the Property shall not be permitted.

Section 5. **Wiring.** No Unit Owner shall overload the electrical wiring in a Building, or operate any machines, appliances, accessories or equipment in such manner as to cause, in the judgment of the Board, an unreasonable disturbance to others, or connect any machines, appliances, accessories or equipment to the heating or plumbing system, without the prior written consent of the Board or the prior written consent of the Managing Agent, given in accord with the Board's discretion.

Section 6. **Architectural Control.** The exterior of the Units shall not be altered or changed in any way without the written consent of the Board.

Section 7. **Patios.** All patios and decks shall be maintained by the Owner to which area is assigned and shall be designated as a Private Element.

Section 8. **Landscaping.** Landscaping shall be maintained by the applicable Unit Owner and shall be weeded and mulched as necessary in order to maintain appropriate curb appeal for this type of development. In the event a Unit Owner does not maintain the landscaped area the Board shall have the right to maintain the same and charge the applicable Unit Owner for said maintenance.

Section 9. **Parking.** Parking shall be in the areas so designated to each Unit as prescribed herein and subject to rules and regulations of the Board.

Section 10. **Single Family Residence.** Each unit shall be used as one single family residence only.

Section 11. **Rules and Regulations.** Unit Owners shall be subject to such further restrictions as may be contained in the rules and regulations of the Association concerning the use of Units and the Common Elements which may be enacted from time to time by the Board. Such rules and regulations shall be binding rules and regulations of the Association and copies of such rules and regulations and any amendments or additions thereto shall be furnished to all Unit Owners upon request.

ARTICLE VI
Contractual Powers

No contract or other transaction between this Association and one (1) or more of its Directors, or between the Association and any corporation, firm or association in which one (1) or more of the Directors of the Association are Directors, or are financially interested, is void or voidable because such Director or Directors are present at the meeting of the Board or a committee thereof which authorizes or approves the contract or transaction or because his or their votes are counted, if the circumstances specified in either of the following subparagraphs exists:

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

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

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

ARTICLE VII
Amendments

These By-Laws may be amended or modified from time to time by action or approval of a majority of the Unit Owners. Such amendments shall be recorded in the Office of the Register of Deeds of Davidson County, Tennessee.

ARTICLE VIII
Indemnification

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

by the Board, there are not reasonable grounds for such person's being adjudged liable for gross negligence or fraud in the performance of his duties as such Director, officer or committee member.

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

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

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

ARTICLE IX
Mortgages

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

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

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

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

Section 5. **Interest of Valid First Mortgagee.** The interest of valid first mortgagee shall be superior to the interest of the Board in the event of a default, and nothing in this instrument shall be construed to the contrary. If the first mortgagee has incorporated the tem1s of these By-Laws, the Declaration and the contract in its deed of trust, then said first mortgagee may at its option declare a default in its deed of trust by reason of any default hereunder and may proceed to enforce its rights according to the terms of the deed of trust notwithstanding any enforcement instituted by the Board.

ARTICLE X
Conflicts

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

[END OF BYLAWS]

EXHIBIT D

CHARTER OF

MUSICA TOWNHOMES HOMEOWNER'S ASSOCIATION, INC.

(see attached)

Karen Johnson Davidson County
Batch# 1166339 CHARTER
08/05/2024 10:29:30 AM 3 pgs
Fees: $7.00 Taxes: $0.00
20240805-0059332

001565412

CHARTER
NONPROFIT CORPORATION

SS-4418

Tre Hargett
Secretary of State

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

Filing Fee: $100.00

For Office Use Only
-FILED-
Control # 001565412

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

1. The name of the corporation is: Musica Townhomes Homeowner's Association, Inc.

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

3. This company has the additional designation of: None

4. The name and complete address of its initial registered agent and office located in the State of Tennessee is:
Musica Townhomes Homeowner's Association, Inc.
SUITE 400
3841 GREEN HILLS VILLAGE DRIVE
NASHVILLE, TN 37215
DAVIDSON COUNTY

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

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

7. The corporation is not for profit.

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

9. The complete address of its principal office is:
SUITE 400
3841 GREEN HILLS VILLAGE DRIVE
NASHVILLE, TN 37215
DAVIDSON COUNTY

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

SS-4418 (Rev. 1/13) RDA 1678

B1602-9642 08/05/2024 6:28 AM Received by Tennessee Secretary of State Tre Hargett

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202408050059509

CHARTER
NONPROFIT CORPORATION

SS-4418

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

Filing Fee: $100.00

For Office Use Only
-FILED-
Control # 001565412

Tre Hargett
Secretary of State

The name of the corporation is: Musica Townhomes Homeowner's Association, Inc.

10. The complete mailing address of the entity (if different from the principal office) is:
SUITE 400
3841 GREEN HILLS VILLAGE DRIVE
NASHVILLE, TN 37215

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

Title	Name	Business Address	City, State, Zip
Incorporator	Steven T Morris	204 SOUTH 11TH STREET	NASHVILLE, TN 37206

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

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

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

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

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

14. Other Provisions:

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

Electronic	Incorporator
Signature	Title/Signer's Capacity
Steven T Morris	Aug 5, 2024 6:28AM
Printed Name	Date

SS-4418 (Rev. 1/13)

RDA 1678

202408050059332
202408050059509

B1602-9643 08/05/2024 6:28 AM Received by Tennessee Secretary of State Tre Hargett

EXHIBIT E

ATTORNEY'S CERTIFICATE

This document is intended to serve as the attorney's opinion which is required under the terms of Tennessee Code Annotated, Section 66-27-103. The undersigned, Steven T. Morris, an attorney licensed to practice law in the State of Tennessee, hereby declares that upon proper recording of this certificate and the following additional documents, all legal requirements for the creation of a Planned Unit Development under the terms of the Tennessee Horizontal Property Act, Tennessee Code Annotated, Section 66-27-103(b), have been met:

(1) Declaration of Covenants, Conditions and Restrictions for MUSICA TOWNHOMES, a Horizontal Property Regime with Private Elements.

(2) By-Laws of MUSICA TOWNHOMES HOMEOWNER'S ASSOCIATION, INC.

(3) Plat for MUSICA TOWNHOMES, a Horizontal Property Regime, which plat shows private elements.

(4) Charter of MUSICA TOWNHOMES HOMEOWNER'S ASSOCIATION, INC.

Witness my hand this 2nd day of August, 2024.

Steven T. Morris

Tennessee Certification of Electronic Document

I, J. BRANDON MILLER 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 **August 5, 2024**.

Affiant Signature

August 5, 2024

State of TENNESSEE

County of DAVIDSON

Sworn to and subscribed before me this 5th day of August, 2024.

CAITLIN MCKEIGHEN
STATE OF TENNESSEE NOTARY PUBLIC
COUNTY OF DAVIDSON
MY COMM. EXPIRES JULY 7, 2025

Notary's Signature

MY COMMISSION EXPIRES: 7-7-25