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DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR TRINITY FLATS

ARTICLE I

SUBMISSION: DEFINED TERMS

1.01 Submission of Real Estate. **Affordable Housing Resources, Inc.** (the "Declarant"), owner in fee simple of the real estate described in Exhibit A located in Davidson County, Tennessee, hereby submits the real estate, together with all easements, rights and appurtenances thereto and the buildings and improvements erected or to be erected thereon (collectively, the "Property") to the provisions of T.C.A. § 66-27-201 through 507, known as the Tennessee Condominium Act of 2008 (the "Act").

1.02 Condominium. The Declarant has established the Condominium consisting of forty-four (44) units, to be subject to covenants, conditions and restrictions as set forth herein.

1.03 Defined Terms. Each capitalized term not otherwise defined in this Declaration or in the Plats shall have the meanings specified or used in the Act.

ARTICLE II

NAMES: DESCRIPTION OF REAL ESTATE: PLAT AND PLANS

2.01 Names.

(a) Condominium. The name of the Condominium is TRINITY FLATS CONDOMINIUM.

(b) Association. The name of the Association is Trinity Flats Condominium Association, a Tennessee nonprofit corporation.

(c) Board of Directors. The board of directors of the Association.

(d) Bylaws. The Bylaws of the Association, as they may be amended from time to time, and are attached hereto as Exhibit D.

(e) Common Expenses. The actual or anticipated expenditures made by of financial liabilities of the Association (including, without limitation, those liabilities arising under the Master Declaration, together with any allocations to reserves.

(f) Declarant Control Period. The period commencing on the date of this Declaration and terminating no later than the earliest of:

1. One hundred twenty (120) days after conveyance of seventy-five percent (75%) of the Units that may be created to Unit Owners other than Declarant; or
2. Five (5) years after conveyance of the first Units to a Unit Owner other than Declarant.

(g) Director. A member of the Board of Directors.

(h) Documents. The Declaration, Plat, the Bylaws, and the Rules as they may be amended from time to time. Any exhibit, schedule or certification accompanying a Document is part of that Document.

(i) Eligible Insurer and Mortagee. An eligible insurer is an insurer or guarantor of a first Security Instrument in a Unit which has notified the Association in writing of its name and address and that it has insured or guaranteed a first Security Interest in a Unit. An eligible mortgagee is the holder of a first Security Interest in a Unit, which has notified the Association, in writing, of its name and address, and that it holds a first Security Interest in a Unit.

(j) Manager. A person, firm or corporation employed or engaged to perform management services for the Condominium and the Association.

(k) Person. An individual, corporation, business trust, estate, trust, partnership, association, joint venture, government, government subdivision or agency, or other legal or commercial entity.

(l) Plat. The Plat which is attached hereto as Exhibit B is made a part of this Declaration for the purpose of describing the Condominium and the Units.

(m) Real Estate. The Condominium is located in Davidson County, Tennessee. The real estate of the Condominium is described in Exhibit A.

(n) Reserved Storage Spaces. The forty-four (44) reserved storage spaces that are reserved for the exclusive use of the Owners of Units in accordance with the terms of the Master Declaration. The Reserved Storage Spaces are identified by number as provided in the Exhibits to the Master Declaration, and each Owner of a Unit is assigned the exclusive right to use one (1) of the Reserved Storage Spaces as set forth in Section 4.07 hereof and Exhibit C attached hereto.

(o) Reserved Parking Spaces. The forty-four (44) reserved parking spaces that are reserved for the exclusive use of the Owners of Units in accordance with the terms of the Master Declaration. The Reserved Parking Spaces are identified by number as provided in the Exhibits to the Master Declaration, and each Owner of a Unit is assigned the exclusive right to use one (1) of the Reserved Parking Spaces as set forth in Section 4.08 hereof and Exhibit C attached hereto.

(p) Rules. Rules for the use of Units and Common Elements and for the conduct of persons within the Condominium, adopted by the Board of Directors from time to time, pursuant to this Declaration.

(q) Security Interest. An interest in real estate or personal property, created by contract or conveyance, which secures payment or performance of an obligation. The term includes a lien created by a mortgage, deed of trust, trust deed, security deed, contract for deed, land sales contract, lease intended as security, assignment of lease or rents intended as security, pledge of an ownership interest in an Association, and any other consensual lien or title retention contract intended as security for an obligation.

(r) Trustee. The entity which may be designated by the Board of Directors as the Trustee for the receipt, administration, and disbursement of funds derived from insured losses, condemnation awards, special assessments for uninsured losses, and other like sources as defined in the Bylaws. If no Trustee has been designated, the Trustee will be the Board of Directors from time to time constituted, acting by majority vote, as executed by the President and attested by the Secretary.

(s) Unit. Unit shall mean that portion of the Condominium intended for individual ownership and use as more particularly described in this Declaration and as shown on Plat attached as Exhibit B.

ARTICLE III

THE ASSOCIATION

3.01 Authority. The business affairs of the Condominium shall be managed by the Association. The Association shall be governed in accordance with its Charter and Bylaws, as amended from time to time. The initial Bylaws of the Association are attached as Exhibit D.

3.02 Membership. The members of the Association shall be the Unit Owners, with voting rights as set forth in Section 8.02(c).

3.03 Powers. The Association shall have all of the powers, authority and duties permitted pursuant to the Act necessary and proper to manage the business and affairs of the Condominium.

3.04 Declarant Control. The Declarant shall have all the powers reserved in Section 67-3- 403(c) of the Act to appoint and remove officers and members of the Board of Directors.

ARTICLE IV
UNITS

4.01 Identification of Units. The identifying number of each Unit is shown on the Plat.

4.02 Maximum Number of Units. The number of Units in the Condominium is forty-four (44). The Declarant reserves no rights to create additional Units.

4.03 Unit Boundaries. The boundaries of each Unit are located as shown on the Plat and are more particularly described as follows:

(a) Walls, floors and ceilings are designated as boundaries of a Unit; and

(b) Each Unit shall include the heating, hot water and air conditioning apparatus

4.04 Alterations of Units. Subject to the approval of the Association Board, a Unit may be improved or altered as provided in Section 66-27-311 of the Act if the Owner of the Unit and any affected mortgagee shall submit to the Board of Directors such application as shall be reasonably required.

4.05 Relocation of Boundaries Between Adjoining Units. Boundaries between adjoining Units may not be relocated.

4.06 Requirements for Approval. The Association Boards may condition their approval of any application submitted pursuant to Section 4.04 hereof upon additional requirements related to preservation of the structural integrity, aesthetics, operating efficiency, and protection of the Condominium and other Unit Owners including, without limitation, minimum Unit size requirements, acceptable architectural and engineering plans, maintenance of liability and workman's compensation insurance during construction, performance and payment bonds, or otherwise, the expense of which shall be borne by the affected Owner of the affected Unit.

4.07 Reserved Storage Spaces. Each Unit shall have the exclusive right to the use of one (1) of the Reserved Storage Space, with the Reserved Storage Space that is assigned to each Unit being shown on Exhibit C attached hereto. The number and location of the Reserved Storage Spaces are determined under the terms, conditions and covenants of the Master Declaration and cannot be relocated except as agreed upon by the Association and the Master Association. The assignment of Reserved Storage Spaces to each Unit as designated on Exhibit C attached hereto may be revised to the extent such revision is adopted in accordance with the terms and provisions of this Declaration with respect to approval of amendments. Storage Spaces units assigned to Unit Owners shall not store any living creatures or organism, or any dead animal; gasoline, oil or oil-based paints, fuel, grease or flammable chemicals; corrosive, toxic or hazardous materials or waste; new or used batteries; weapons or ammunition; anything with a fuel tank; liquid propane tanks, oxygen tanks or similar containers; and food, fertilizers, pesticides or items that are wet or could mildew. All property stored in the Storage Spaces are at the assigned Owner's sole risk. The Association is not responsible for damage or loss to person or property caused by fire, smoke, water, weather, vermin, insects, interruption of utilities, unexplained disappearance, negligence of lessor or lessor's agents, or any other cause, including theft and criminal acts of others. Storage Spaces shall always be kept clean and free of trash and debris. Questions about the Storage Spaces shall be directed to the Association.

4.08 Reserved Parking Spaces. Each Unit shall have the exclusive right to the use of one (1) of the Reserved Parking Spaces, with the Reserved Parking Space that is assigned to each Unit being shown on Exhibit C attached hereto. The number and location of the Reserved Parking Spaces are determined under the terms, conditions and covenants of the Master Declaration and cannot be relocated except as agreed upon by the Association and the Master Association. The assignment of Reserved Parking Spaces to each Unit as designated on Exhibit C attached hereto may be revised to the extent such revision is adopted in accordance with the terns and provisions of this Declaration with respect to approval of amendments.

ARTICLE V

COMMON ELEMENTS AND PRIVATE ELEMENTS

5.01 Common Elements. The Common Elements consist of all portions of the Condominium not located within the boundaries of a Unit. The Common Elements are depicted on the Plat attached hereto as Exhibit B. A "Common Element" shall mean all portions of the Condominium other than the Units, including, but not limited to, the following:

(a) The Land;
(b) The air conditioning system serving all Units and all utilities or utility lines serving all of the Units or Common Elements;
(c) Exterior surfaces, trim, siding, doors and windows;
(d) All easements, rights or appurtenances affecting or relating to the use of all of the Units or the Common Elements; and
(e) All other elements (other than the Units) desirable or rationally of common use or necessary to the existence, upkeep and safety of the Condominium.

5.02 Private Elements. The Private Elements consist of all portions of the Condominium located within the boundaries of a Unit, which is for the exclusive use of the Owner of the Unit. The Private Elements are depicted on the Plat attached hereto as Exhibit B.

ARTICLE VI

MAINTENANCE REPAIR AND REPLACEMENT

6.01 Expense Allocation. Any Common Expense associated with the maintenance, repair or replacement of a Common Element shall be assessed equally against the Units to which the Common Element is assigned.

6.02 Maintenance of Exterior. The Association shall be responsible for, any and all, maintenance to the exterior of the Unit, including, but not limited to, all Common Elements. Notwithstanding any provision herein, the with respect to the exterior of the building and improvements in which the Units are located, the terms and provisions of the Master Declaration shall control and govern the rights, duties and obligations of the Unit Owners, the Association and the Master Association with respect to such maintenance.

6.03 Maintenance of Interior. Each Owner shall, at Owner's expense, be solely responsible for the maintenance of the Private Elements, which consist of the interior of the Unit.

ARTICLE VII

DEVELOPMENT RIGHTS AND OTHER SPECIAL DECLARANT RIGHTS

7.01 Development Rights. The Declarant reserves the following Development Rights:

(a) The right to amend this Declaration and the Plat for the purpose of altering the boundaries between adjoining Units, subdividing Units, and changing the allocated percentage of ownership allocated to such Units owned by the Declarant prior to the first conveyance of any such Units to a person other than the Declarant.

(b) The right to allocate specified areas that constitute a part of the Common Elements as Limited Common Elements for the exclusive use of the Owners of Units to which these specified areas shall become appurtenant as provided in Section 5.01 of this Declaration.

(c) The right to establish one or more exterior audio, television, microwave or other antennae or antennae dish or signal capture and distribution device as a Common Element for the Condominium as set forth in Section 9.0l(d) of this Declaration.

7.02 Special Declarant Rights. The Declarant reserves the following Special Declarant Rights:

(a) The right to complete or make improvements indicated on the Plat.

(b) The right to exercise any Development Right.

(c) The right to maintain a Unit as a sales model

(d) The right to maintain signs advertising the condominium on the Common Elements.

(e) The right to use, and to permit others to use, easements through the Common Elements as may be reasonably necessary for the purpose of discharging the Declarant's obligations under the Act and this Declaration.

(f) The right to appoint or remove any officer of the Association or any Director during the Declarant Control Period consistent with the Act.

(g) The right to post signs and displays in the Common Elements to promote sales of Units, and to conduct general sales activities, in a manner as will not unreasonably disturb the rights of Unit Owners.

(h) The right to retain all personal property and equipment used in the sales, management, construction and maintenance of the premises that has not been represented as property of the Association. The Declarant reserves the right to remove from the Property, any and all goods and improvements used in development, marketing and construction, whether or not they have become fixtures.

(i) The right to exercise any other rights reserved to the Declarant in this Declaration.

7.03 Declarant Control of the Association.

(a) Subject to Subsection 7.03(b), during the Declarant Control Period, the Declarant, or persons designated by the Declarant, may appoint and remove the officers and members of the Board of Directors.

(b) Declarant may voluntarily surrender the right to appoint and remove officers and members of the Board of Directors before termination of the Declarant Control Period, but in such event Declarant may require, for the duration of the Declarant Control Period, that specified actions of the Association or Board of Directors, as described in a recorded instrument executed by the Declarant, be approved by the Declarant before they become effective.

(c) Not later than one hundred twenty (120) days after conveyance of twenty-five percent (25%) of the Units that may be created to Unit Owners other than a Declarant, at least one (I) Director shall be elected by Unit Owners other than the Declarant.

(d) Not later than the termination of the Declarant Control Period, the Unit Owners shall elect a Board of Directors of at *least* five (5) members, a majority of whom shall be Unit Owners. The Board of Directors shall elect the officers. The Directors and officers shall take office upon election.

(e) Notwithstanding any provision of this Declaration or the Bylaws to the contrary, following notice as set forth herein, the Unit Owners, by a two-thirds (2/3) vote of all persons present and entitled to vote at a meeting of the Unit Owners at which a quorum is present, may remove a Director, with or without cause, other than a member appointed by the Declarant.

7.04 Limitations on Special Declarant Rights. Unless sooner terminated by a recorded instrument signed by the Declarant, any Special Declarant Right may be exercised by the Declarant for the lesser of the period of time specified in the Act or this Declaration, as the case may be. If neither the Act nor this Declaration specifies a time within which such right may be exercised, it may be exercised at anytime.

7.05 Interference with Special Declarant Rights. Neither the Association nor any Unit Owner may take any action or adopt any rule that will interfere with or diminish any Special Declarant Right without the prior written consent of the Declarant.

ARTICLE VIII

ALLOCATED INTERESTS

8.01 Allocated Interests. The undivided interest in the Common Elements, the Common Expense liability and votes in the Association allocated to each Unit are set forth in Exhibit E.

8.02 Determination of Allocated Interests. The interests allocated to each Unit have been calculated as follows:

(a) Undivided Interest in the Common Elements. The percentage of the undivided interest in the Common Elements allocated to each Unit is based on the relative floor area of each Unit as compared to the floor area of all of the Units in the Condominium.

(b) Liability for the Common Expenses. The percentage of liability for Common Expenses allocated to each Unit is based on the relative floor area of each Unit as compared to the floor area of all of the Units in the Condominium. Nothing contained in this Subsection shall prohibit certain Common Expenses from being apportioned to particular Units under Article VI or Article XIII of this Declaration.

(c) Votes. Each Unit in the Condominium shall have one equal Vote. Any specified percentage, portion or fraction of Unit Owners, unless otherwise stated in the Documents, means the specified percentage, portion, or fraction of all of the votes as allocated in Exhibit E.

ARTICLE IX

RESTRICTIONS ON USE: ALIENATION AND OCCUPANCY

9.01 Use and Occupancy Restrictions. Subject to the Special Declarant Rights reserved by the Declarant, the following use restrictions apply to all Units and to the Common Elements:

(a) Residential Use. No part of the Units or the Common Elements may be used for purposes other than housing and the related common purposes for which the Condominium was designed and as allowed by municipal zoning laws. Each Unit, or any two or more adjoining Units used together,

shall be used as a residence or such other use permitted by this Declaration, and for no other purpose, except that professional and quasi-professional people may use their residence (not in violation of municipal zoning laws) as an ancillary or secondary facility to an office established elsewhere. The foregoing restrictions as to residence shall not, however, be constructed in such manner as to prohibit the Owner of a Unit from: (i) maintaining a personal professional library; (ii) keeping personal business or professional records or accounts; (iii) handling personal business or professional telephone calls or correspondence. Such uses are expressly declared customarily incident to the principal residential use and not in violation of the foregoing restriction.

(b) General. The use and occupancy of the Units shall be subject to the restrictions set forth in the Master Declaration, including without limitation, those set forth in Article V of the By-laws of the Master Association which are a part of the Master Declaration, as such may be amended from time to time.

(c) Rules and Regulations. The use of Units and the Common Elements shall be subject to such Rules and Regulations as may be adopted by either (i) the Board of Directors of the Association or (ii) the Master Association Board.

(d) Leasing. No lease for any Condominium shall be for a term of less than twelve (12) months and short-term, transient or vacation-style leasing shall be strictly prohibited.

9.02 Restrictions on Alienation. A Unit may not be conveyed pursuant to a time-sharing arrangement.

ARTICLE X

ADDITIONS, ALTERATIONS AND IMPROVEMENTS

10.01 Additions, Alterations and Improvements by Unit Owners.

(a) No Unit Owner will make any structural addition, structural alteration, or structural improvement in or to the Condominium without the prior written consent thereto of the Association Boards in accordance with Subsection 10.0l(c) and in accordance with the requirements of the Master Declaration.

(b) Subject to Subsection 10.0l(a), a Unit Owner:

(1) May make any other improvements or alterations to the interior of its Unit that do not impair the structural integrity or mechanical systems or lessen the support of any portion of the Condominium;

(2) May not change the appearance of the Common Elements, or the exterior appearance of a Unit, or any other portion of the Condominium, without permission of the Association.

(c) A Unit Owner may submit a written request to the Board of Directors for approval to do anything that a Unit Owner is forbidden to do under Subsection 10.0l(a) or 10.0l(b)(2). The Board of Directors shall answer any written request for such approval, within sixty (60) days after the request thereof. Failure to do so within such time shall not constitute a consent by the Association Board to the proposed action. The Association Board shall review requests in accordance with the provisions of their respective rules.

(d) Any applications to any department or to any governmental authority for a permit to make any addition, alteration or improvement in or to any Unit shall be executed by the Association only. Such execution will not, however, create any liability on the part of the Association or any of its members to any contractor, sub-contractor or materialman on account of such addition, alteration or improvement or to any person having any claim for injury to person or damage to property arising therefrom.

(e) All additions, alterations and improvements to the Units and Common Elements shall not, except pursuant to prior approval by the Board of Directors, cause any increase in the premiums of any insurance policies carried by the Association or by the Owners of any Units other than those affected by such change.

(f) The provisions of this Section shall not apply to the Declarant in the exercise of any Special Declarant Right.

10.02 Additions, Alterations and Improvements by Board of Directors. Subject to the limitations of Sections 13.01 and 13.02 of this Declaration, the Board of Directors may make any additions, alterations or improvements to the Common Elements which, in its judgment, it deems necessary.

I0.03 Exterior Improvements and Landscaping Within Common Elements. No improvements, alterations or changes to any Common Elements shall be made by a Unit Owner without the prior consent of the Board of Directors.

ARTICLE XI

EASEMENTS AND LICENSES

11.01 Recording Data. All easements and licenses to which the Condominium is presently subject are shown on the Plat. In addition, the Condominium may be subject to other easements or licenses granted by the Declarant pursuant to Section 7.02 in this Declaration.

11.02 Easements Pursuant to Master Declaration. Each of the Units is further subject to any and all easements and encroachments created or otherwise permitted under the Master Declaration.

ARTICLE XII

MORTGAGE PROTECTION

12.01 Generally. The standards and covenants which are for the benefit of the holders, insurers and guarantors of certain Security Interests are incorporated herein and shall govern the Units for the benefit of the Eligible Mortgagees and Eligible Insurers, as defined herein.

12.02 Notice of Actions. The Association shall give prompt written notice to each Eligible Mortgagee and Eligible Insurer of any action or circumstance giving rise to notice requirements under the Mortgagee Protection Provisions.

12.03 Consent Requirement. With respect to any consent or approval requirements in favor of Eligible Mortgagees or Eligible Insurers as provided in the Mortgagee Protection Provisions, the Eligible Mortgagees and Eligible Insurers shall exercise any consent or approval rights collectively, it being acknowledged that as a collective group, the Eligible Mortgagees and Eligible Insurers shall have only one (1) vote with respect to the rights afforded by the Master Declaration.

12.04 Actions. Notwithstanding any lower requirement permitted by the Master Declaration, this Declaration or the Act, the Association may not take any of the following actions other than rights reserved to the Declarant as Special Declarant Rights, without the approval of at least fifty-one percent (51%) of the Eligible Mortgagees:

(1) Convey or encumber the Common Elements or any portion thereof, as to which an eighty percent (80%) Eligible Mortgagee approval is required. (The granting of easements for public utilities or for other public purposes consistent with the intended use of the Common Elements by the Condominium will not be deemed a transfer within the meaning of this clause);

(2) The termination of the Condominium for reasons other than substantial destruction or condemnation, as to which a sixty-seven percent (67%) Eligible Mortgagee approval is required; or

(3) The merger of this Condominium with any other common interest community.

The failure of an Eligible Mortgagee to respond within thirty (30) days to any written request of the Association for approval of an addition or amendment to the Documents shall constitute an implied approval of the addition or amendment.

12.05 Attendance at Meetings. Any representative of an Eligible Mortgagee or Eligible Insurer may attend and address any meeting which a Unit Owner may attend.

12.06 Appointment of Trustee. In the event of damage or destruction or condemnation of all or a portion of the Condominium, any Eligible Mortgagee may require that such proceeds be payable to a Trustee established pursuant to Section 2.0l(o) of this Declaration. Such Trustee may be required to be a corporate trustee licensed by the State of Tennessee. Proceeds will thereafter be distributed pursuant to the Act. Unless otherwise required, the members of the Board of Directors acting by majority vote through the president may act as Trustee.

ARTICLE XIII

BUDGET AND ASSESSMENTS

13.01 Budget Adoption and Ratification. The Association shall adopt a budget annually. Within thirty (30) days after adoption of a proposed budget for the Condominium by the Board of Directors, the Board of Directors shall provide a summary of the budget to each Unit Owner, and shall set a date for a meeting of the Unit Owners to consider ratification of the budget not less than ten (10) nor more than sixty (60) days after mailing of the summary. Unless at that meeting seventy-five percent (75%) of all Unit Owners reject the budget, the budget is ratified, whether or not a quorum is present. If the proposed budget is rejected, the periodic budget last ratified by the Unit Owners continues until the Unit Owners ratify a budget proposed by the Board of Directors. The adoption of the budget may, but need not, occur at the annual meeting of the Association.

13.02 Ratification of Non-budgeted Common Expense Assessments. If the Board of Directors votes to levy a Common Expense assessment not included in the current budget, other than one enumerated in Section 13.01 of this Declaration, in an amount greater than fifteen percent (15%) of the current annual operating budget, the Board of Directors shall submit such Common Expense to the Unit Owners for ratification in the same manner as the budget under Section 13.01.

13.03 Certificate of Payment of Common Expense Assessments. The Association upon written request shall furnish to a Unit Owner a statement in recordable form setting out the amount of unpaid assessments against the Unit. The statement must be furnished within twenty (20) days after receipt of the request and is binding on the Association, the Board of Directors and each Unit Owner.

13.04 Commencement of Common Expense Assessments. Common Expense assessments shall begin on the first day of the month in which conveyance of the first Unit to a Unit Owner other than the Declarant occurs. The Declarant shall not have any responsibility for payment of sums for maintenance, improvements or common area assessments except the responsibility for Shortfall payments as provided in the Master Declaration.

13.05 Monthly Payment of Common Expenses. All Common Expenses shall be due and payable in monthly installments.

13.06 Acceleration of Common Expense Assessments. In the event of default for a period of ten (10) days by any Unit Owner in the payment of any Common Expense assessment levied against its Unit, the Board of Directors shall have the right to declare all unpaid assessments for such Unit for the pertinent fiscal year to be immediately due and payable.

13.07 Interest. Any assessments not paid when due shall bear interest at the highest rate permitted by applicable law, but in no event more than eighteen percent (18%) per annum.

13.08 No Waiver of Liability for Common Expenses. No Unit Owner may exempt himself or herself from liability for payment of the Common Expenses by waiver of the use or enjoyment of the Common Elements or by abandonment of the Unit against which the assessments are made.

13.09 Lien. The Association shall have a lien for payment of assessments due from Unit Owners as provided in the Act. At the election of the Board, such lien may be foreclosed in like manner as a mortgage with power of sale, or as may be otherwise provided in the Act.

13.10 Surplus. Any surplus remaining at the end of any fiscal year shall be applied to payment of expenses, used to fund reserves or repaid to the Unit Owners, as the Board of Directors may determine.

ARTICLE XIV

RIGHT TO ASSIGN FUTURE INCOME

The Association may assign its future income, including its right to receive Common Expense assessments, only by the affirmative vote of Unit Owners of Units to which at least fifty-one (51%) percent of the votes in the Association are allocated, at a meeting called for that purpose.

ARTICLE XV

PERSONS AND UNITS SUBJECT TO DOCUMENTS

15.01 Compliance with Documents. All Unit Owners, tenants, mortgagees and occupants of Units shall comply with the Documents. The acceptance of a deed or the exercise of any incident of ownership or the entering into of a lease or the entering into occupancy of a Unit constitutes agreement that the provisions of the Documents are accepted and ratified by such Unit Owner, tenant, mortgagee or occupant, and all such provisions recorded with the Register's Office for Davidson County, Tennessee are covenants running with the land and shall bind any Persons leaving at any time any interest or estate in such Unit.

ARTICLE XVI

INSURANCE

16.01 Insurance to be Maintained by the Association.

(a) Property Insurance. The Board shall obtain insurance for the Property and the Common Elements against loss or damage by fire, vandalism, malicious mischief and such other hazards as are covered under standard extended coverage provisions, for the full insurable replacement cost of the Property and the Common Elements, and against such other hazards and for such amounts as the Board may deem advisable. Insurable replacement cost shall be deemed the cost of restoring the Property and 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 the Unit Owner in proportion to the Unit Owners' respective percentages of ownership in the Property and Common Elements, as set forth in this Declaration, and for the holders of mortgages on the Units, if any. The policy of insurance should also contain, if possible, a waiver of subrogation rights by the insurer against the Unit Owners. The premiums for such insurance shall be a common expense; however, premiums for such insurance shall be separately billed equally to Unit Owners.

(b) In the event of damage to or destruction of any of the Property or Common Elements as a result of fire or other casualty covered by insurance proceeds where the Board maintains such insurance (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 Common Elements substantially in accordance with the original plans and specifications therefore. 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 on 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 of 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. Further, in the event the Board does not maintain hazard insurance, the individual unit owners shall be required to rebuild upon the event of damage or destruction as a result of fire or other casualty covered by insurance unless more than two thirds of all buildings require reconstruction. Where any insurance indemnity is insufficient to cover the cost of such repairs and restoration, the deficit shall be paid the Unit Owner or Owners in relation to the damage to the particular unit or units and the shortage pertaining to each separate insurance policy of the Unit Owner.

(c) Public Liability and Property Damage Insurance. The Association shall obtain and maintain at all times a commercial general liability insurance policy or policies, as shall be deemed appropriate by the Board of the Association to protect the Association and the Owners of all Units. Such policy shall provide coverage for bodily injury and property damage resulting from the operation, maintenance or use of the Common Elements and for legal liability resulting from employment contracts to which the Association is a party.

(d) Other Insurance. The Association shall carry insurance as required under the Act and as may be determined by the Board of Directors.

16.02 Responsibility of Owners; Separate Insurance Coverage. The Owner of each Unit may, at his expense, obtain property insurance coverage for the loss of or damage to any furniture, furnishings, personal effects, any improvements and additions to the Unit made by such Owner after the initial transfer of the Unit and other property belongs to such Owner, and may, at its expense, obtain insurance coverage against personal liability for injury to the person or property of another while within such Owner's Unit or upon the Common Elements.

ARTICLE XVII

BOARD OF DIRECTORS

17.01 Minutes of Board of Directors Meetings. The Board of Directors shall permit any Unit Owner to inspect the minutes of Board of Directors meetings during normal business hours. The minutes shall be available for inspection within fifteen (15) days after any such meeting.

17.02 Powers and Duties. The Board of Directors may act in all instances on behalf of the Association, except as provided in the Master Declaration, this Declaration, the Bylaws or the Act. The Board of Directors shall have, subject to the limitations contained in the Master Declaration, this Declaration and the Act, the powers and duties necessary for the administration of the affairs of the Association and of the Condominium which shall include, but not be limited to, the following:

(a) Adopt and amend Bylaws and Rules;

(b) Adopt and amend budgets for revenues, expenditures and reserves;

(c) Impose and collect assessments for Common Expenses from Unit Owners, including without limitation the enforcement of the Association's lien therefor;

(d) Hire and discharge a Manager and other agents and other employees, agent and independent contractors;

(e) Institute, defend or intervene in litigation or administrative proceedings or seek injunctive relief for violation of the Act or the Documents in the Association's name on behalf of the Association or two or more Unit Owners on matters affecting the Condominium;

(f) Make contracts and incur liabilities;

(g) Regulate the use, maintenance, repair, replacement and modification of the Common Elements;

(h) Cause additional improvements to be made as part of the Common Elements;

(i) Acquire, hold, encumber and convey in the Association's name any right, title or interest to real property or personal property, but Common Elements may be conveyed or subjected to a Security Interest only with the approval of at least seventy-five percent (75%) of the Unit Owners;

(j) Grant easements for any period of time including permanent easements, and leases, licenses and concessions for no more than one year, through or over the Common Elements;

(k) Impose and receive a payment, fee or charge for the use, rental or operation of the Common Elements and for services provided to Unit Owners;

(l) Impose a reasonable charge for late payment of assessments and, after notice and opportunity to cure, levy reasonable fines for violations of the Documents;

(m) Impose reasonable charges for the preparation and recordation of amendment to this Declaration, providing any information required under the Act, or statements of unpaid assessments;

(n) Provide for the indemnification of the Association's officers and Board of Directors and maintain Directors' and officers' liability insurance;

(o) Assign the Association's right to future income, including the right to receive Common Expense assessments;

(p) Exercise any other powers conferred by this Declaration or the Bylaws;

(q) Exercise any other power that may be exercised in this state by legal entities of the same type as the Association;

(r) Exercise any other power necessary and proper for the governance and operation of the Association; and

(s) By resolution, establish committees of Directors, permanent and standing, to perform any of the above functions under specifically delegated administrative standards, as designated in the resolution establishing the committee. All committee action shall be either approved, modified or rejected by the Board of Directors.

17.03 Board of Directors Limitations. The Board of Directors may not act on behalf of the Association to amend this Declaration, to terminate the Condominium or to elect Directors or determine the qualifications, powers and duties, or terms of office of Directors, but the Board of Directors may fill vacancies in its membership for the unexpired portion of any term.

ARTICLE XVIII

MICELLANEOUS

18.01 Disclaimer of Warranties. Declarant hereby disclaims any warranty, express or implied,

with respect to the Common Elements; provided, Declarant shall use commercially reasonable efforts to endeavor to assist the Association in the enforcement of the terms of any warranty against defects in materials and workmanship issued by the general contractor responsible for constructing the same, during the first year after substantial completion of the Common Elements; provided, in no event shall Declarant be required to institute any litigation in connection with such obligations. At the expiration of the warranty period, repairs and maintenance become the responsibility of the Association.

18.02 Captions. The captions contained in the Documents are inserted only as a matter of convenience and for reference, and in no way define, limit or describe the scope of the Documents nor the intent of any provision thereof.

18.03 Gender. The use of the masculine gender refers to the feminine and neuter genders and the use of the singular includes the plural, and vice versa, whenever the context of the Documents so require.

18.04 Waiver. No provision contained in the Documents is abrogated or waived by reason of any failure to enforce the same, irrespective of the number of violations or breaches which may occur.

18.05 Invalidity. The invalidity of any provision of the Documents does not impair or affect in any manner the validity, enforceability or effect of the remainder, and in such event, all of the other provisions of the Documents shall continue in full force and effect.

18.06 Conflict. The Documents are intended to comply with the requirements of the Act. In the event of any conflict between the Documents and the Act, the Act shall control. In the event of any conflict between this Declaration and any other Document, this Declaration shall control. In the event of any conflict between this Declaration and the Master Declaration, the Master Declaration shall control.

IN WITNESS WHEREOF, Developer has caused this Declaration to be executed this 30th day of July, 2024.

Affordable Housing Resources, Inc.

By: _____
Dan Eaton, Authorized Agent

STATE OF TENNESSEE
COUNTY OF DAVIDSON

Before me, the undersigned Notary Public in and for the said County and State aforesaid, personally appeared **Dan Eaton**, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself to be an Authorized Agent of **Affordable Housing Resources, Inc.**, the within named bargainor, **a Tennessee corporation,** and that he, as such, executed the within instrument for the purposes stated therein by signing the name of the corporation by himself as an Authorized Agent.

Witness my hand and official seal this the 30th day of July, 2024.

_____
Notary Public

My Commission Expires: 10/4/27

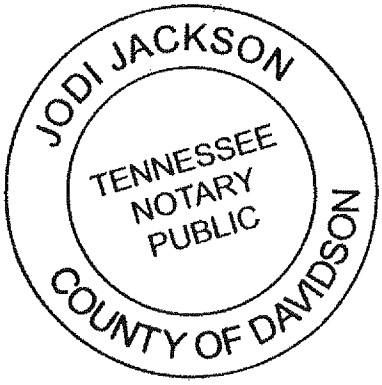


EXHIBIT A

DESCRIPTION OF LAND

Land in the 5th District of Nashville, Davidson County, Tennessee, being a portion of Lot 4 on the Plan of the Division of the Land of George Stull, of record in Book "F", Page 233, Register's Office for Davidson County, Tennessee and being part of Parcel 58.00 on Davidson County property map 72-05 and being more particularly described as follows:

BEGINNING at a Tennessee Department of Transportation (TDOT) monument on the southerly right-of-way (width varies) of Trinity Lane, said monument also lying on the westerly right-of-way (width varies) of Ellington Parkway; Thence leaving said Trinity Lane and following the westerly right-of-way of said Ellington Parkway, South 24 Degrees 32 Minutes 42 Seconds East, 52.07 feet to an Iron Rod (new); Thence leaving said right-of-way of Ellington Parkway with a new line North 86 Degrees 29 Minutes 14 Seconds West, 56.67 Feet to a Concrete Monument (Old), being the southeast corner of the property conveyed to Metro Government Water and Sewer of record in Deed Book 2031, Page 551, Register's Office for Davidson County, Tennessee; Thence, following the easterly boundary of said Metro Government property North 03 Degrees 22 Minutes 37 Seconds East, 307.43 Feet to a Mag Nail (New) on the southerly right-of-way of East Trinity Lane; Thence, following the southerly right-of-way of East Trinity Lane South 84 Degrees 00 Minutes 34 Seconds East, 246.98 Feet to the Point of Beginning, containing 53, 080 square feet or 1.22 acres, more or less.

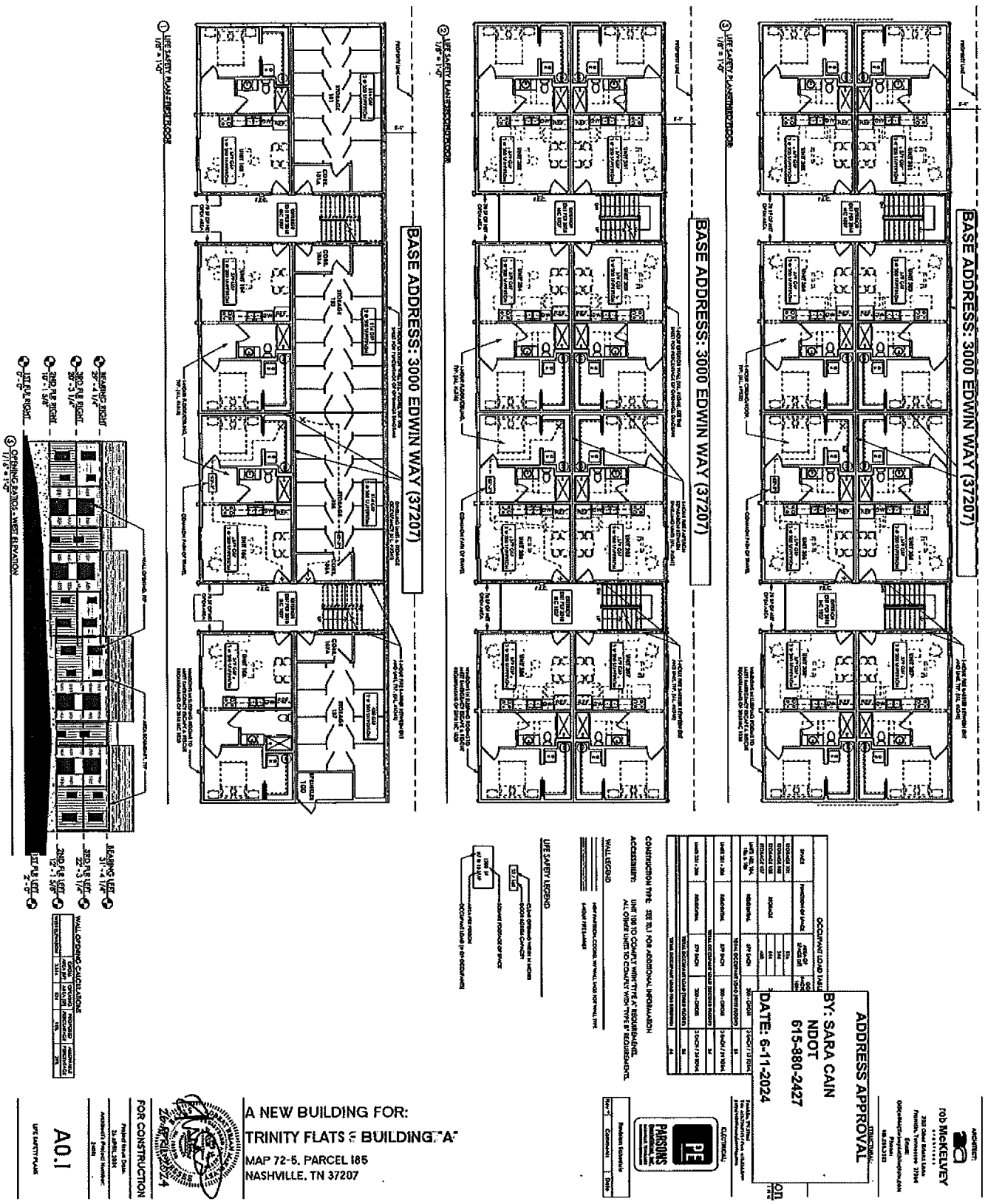
Being the same property conveyed to Affordable Housing Resources, Inc. by Quitclaim Deed from LVH, LLC, a Tennessee limited liability company, of record in Instrument No. 20190305-0020017, Register's Office for Davidson County, Tennessee.

Being the part of the same property conveyed to LVH, LLC, of record in Instrument No. 20150807-0079149, Register's Office for Davidson County, Tennessee.

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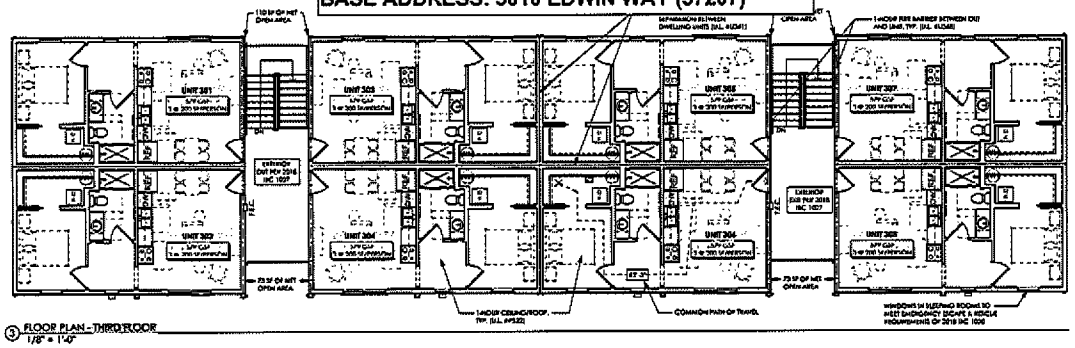
EXHIBIT B

PLAT



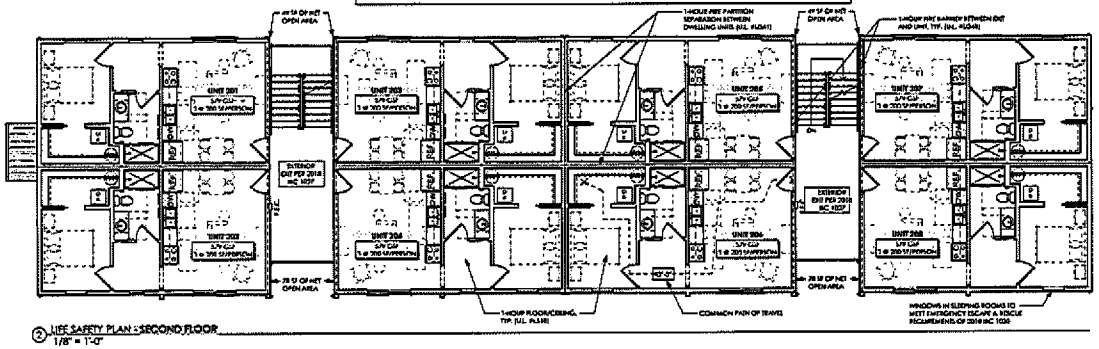
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BASE ADDRESS: 3010 EDWIN WAY (37207)



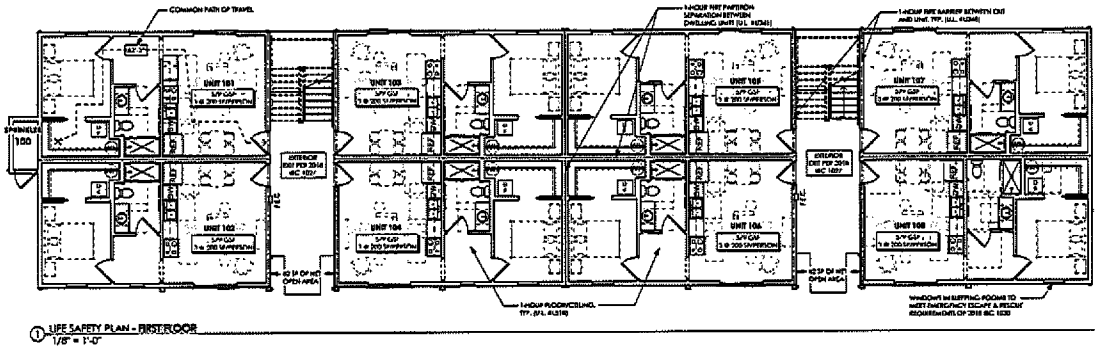
3 FLOOR PLAN - THIRD FLOOR
1/8" = 1'-0"

BASE ADDRESS: 3010 EDWIN WAY (37207)



2 LIFE SAFETY PLAN - SECOND FLOOR
1/8" = 1'-0"

BASE ADDRESS: 3010 EDWIN WAY (37207)



1 LIFE SAFETY PLAN - FIRST FLOOR
1/8" = 1'-0"

ADDRESS APPROVAL

BY: SARA CAIN
NDOT
615-880-2427

DATE: 6-11-2024

OCCUPANT LOAD TABLE				
SPACE	FUNCTION OF SPACE	AREA OF SPACE (SF)	OCCUPANT LOAD FACTOR PER IBC TABLE 1004.5 (MINIMUM)	OCCUPANT LOAD OF SPACE (SF)
Units 101 - 108	RESIDENTIAL	579 EACH	200 - GROSS	3 EACH / 24 TOTAL
TOTAL OCCUPANT LOAD (FIRST FLOOR)				24
Units 201 - 208	RESIDENTIAL	579 EACH	200 - GROSS	3 EACH / 24 TOTAL
TOTAL OCCUPANT LOAD (SECOND FLOOR)				24
Units 301 - 308	RESIDENTIAL	579 EACH	200 - GROSS	3 EACH / 24 TOTAL
TOTAL OCCUPANT LOAD (THIRD FLOOR)				24
TOTAL OCCUPANT LOAD FOR BUILDING:				72

CONSTRUCTION TYPE: SEE T0.1 FOR ADDITIONAL INFORMATION

ACCESSIBILITY: UNIT 108 TO COMPLY WITH "TYPE A" REQUIREMENTS.
ALL OTHER UNITS TO COMPLY WITH "TYPE B" REQUIREMENTS.

WALL LEGEND

NEW PARTITION, CODED. W/ WALL ENDS FOR WALL TYPE

1-HOUR FIRE BARRIER

LIFE SAFETY LEGEND

CLEAR OPENING WIDTH IN INCHES
DOOR EGRESS CAPACITY
32 / 160

SQUARE FOOTAGE OF SPACE
1000 SF
67 @ 15 SF/P

AREA PER PERSON
OCCUPANT LOAD (# OF OCCUPANTS)

ARCHITECT:
rob McKELVEY
architecture
2512 Otter Brook Lane
Franklin, Tennessee 37064
Email:
Office@McKelveyArchitecture.com
Phone:
615.264.3525

STRUCTURAL:
PWP
STRUCTURAL ENGINEERS

MECHANICAL:
SE Schelton
engineering

ELECTRICAL:
PE
PARSONS
ENGINEERING, INC.

Revision Schedule		
Rev #	Comments	Date

A NEW BUILDING FOR:
TRINITY FLATS - BUILDING "B"
MAP 72-5, PARCEL 185
NASHVILLE, TN 37207

26 APRIL 2024

FOR CONSTRUCTION

Project Issue Date:
26 APRIL 2024

Architect's Project Number:
24051

A0.1

LIFE SAFETY PLANS

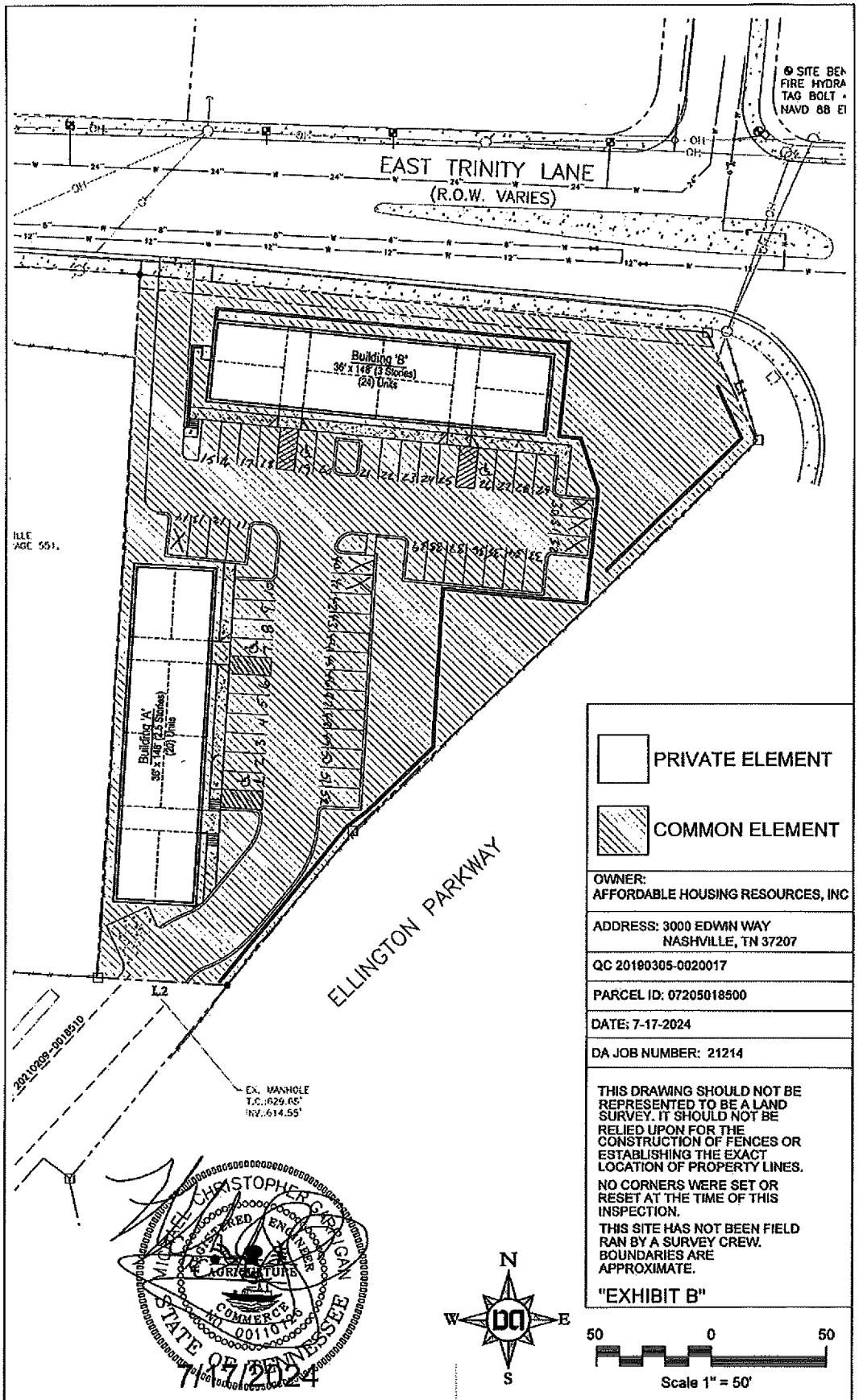
20240812006056 3

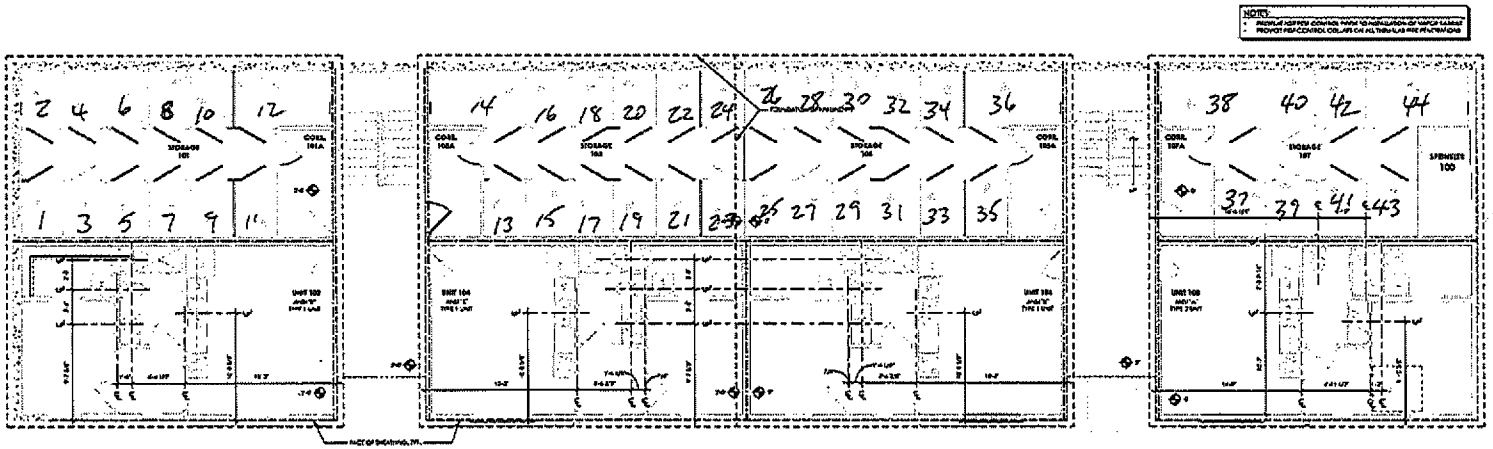
EXHIBIT C

Assignment of Parking Spaces and Storage Units for 44 Trinity Flats Condos

Building A - 3000 Edwin Way		
Unit Number	**Parking Lot Space**	**Storage Unit**
102	2	2
104	3	4
106	4	44
108	7	37
201	5	5
202	6	6
203	52	23
204	51	24
205	8	40
206	9	41
207	10	42
208	45	43
301	50	1
302	49	3
303	48	22
304	47	21
305	46	25
306	44	26
307	43	27
308	42	28

Building B - 3010 Edwin Way		
Unit Number	**Parking Lot Space**	**Storage Unit**
101	21	7
102	22	8
103	23	9
104	24	10
105	25	11
106	27	12
107	28	20
108	26	35
201	16	16
202	17	17
203	18	18
204	20	19
205	29	33
206	33	32
207	34	31
208	35	30
301	15	29
302	13	13
303	12	14
304	11	15
305	36	39
306	37	38
307	38	36
308	39	34


EAST TRINITY LANE
(R.O.W. VARIES)
Building 'B'
36' x 148' (3 Stories)
(24) Units
Building 'A'
36' x 148' (3 Stories)
(24) Units
ELLINGTON PARKWAY
L2
EX. MANHOLE
T.C.:629.65'
INV.:614.55'
PRIVATE ELEMENT
COMMON ELEMENT
OWNER:
AFFORDABLE HOUSING RESOURCES, INC
ADDRESS: 3000 EDWIN WAY
NASHVILLE, TN 37207
QC 20190305-0020017
PARCEL ID: 07205018500
DATE: 7-17-2024
DA JOB NUMBER: 21214
THIS DRAWING SHOULD NOT BE REPRESENTED TO BE A LAND SURVEY. IT SHOULD NOT BE RELIED UPON FOR THE CONSTRUCTION OF FENCES OR ESTABLISHING THE EXACT LOCATION OF PROPERTY LINES.
NO CORNERS WERE SET OR RESET AT THE TIME OF THIS INSPECTION.
THIS SITE HAS NOT BEEN FIELD RAN BY A SURVEY CREW. BOUNDARIES ARE APPROXIMATE.
"EXHIBIT B"
N
W
E
S
50
0
50
Scale 1" = 50'
MICHAEL CHRISTOPHER GARRIGAN
REGISTERED ENGINEER
AGRICULTURE
COMMERCE
001107
STATE OF TENNESSEE
7/17/2024
TRINITY FLATS
A HORIZONTAL
PROPERTY REGIME
Dale & Associates
Consulting Civil Engineering/Land Planning & Zoning
Landscape Architecture/Surveying
516 Heather Place Nashville, Tn 37204 (615) 297-5166



① SLAB PLAN
3/16" = 1'-0"

ARCHITECT:
robMcKELVEY
207 Deer Stone Lane
Franklin, Tennessee 37064
Email:
Phone:
615-255-2525

STRUCTURAL:
PWP

MECHANICAL:
Schelton

ELECTRICAL:
PARSONS ENGINEERING, INC.

Revision Schedule

No.	Comments	Date

A NEW BUILDING FOR:
TRINITY FLATS - BUILDING "A"
MAP 72-5, PARCEL 185
NASHVILLE, TN 37207

26 APRIL 2024

FOR CONSTRUCTION

Project Issue Date
26 APRIL 2024

Architect's Project Number
24003

A1.0

SLAB PLAN

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20240812006056

EXHIBIT D

BYLAWS OF TRINITY FLATS CONDOMINIUM

ASSOCIATION

ARTICLE I

DEFINED TERMS

Section 1. The terms used in these Bylaws, to the extent they are defined therein, shall have the same meaning as set forth in the Declaration for TRINITY FLATS Condominiums to which these Bylaws are attached which is of record with the Register's Office for Davidson County, Tennessee (the "Declaration").

Section 2. The term "member," as used in these Bylaws, means "Unit Owner" as defined in the Declaration.

ARTICLE II

MEMBERSHIP, MEETINGS, QUORUM AND VOTING

Section 1. Eligibility. The Association shall have a membership as more fully set forth in Sections 3.02 and 8.02 (c) of the Declaration, the terms of which pertaining to membership and voting are specifically incorporated herein by reference.

Section 2. Regular Meetings. The first regular meeting of the Unit Owners (the "First Meeting") may be held at a time designated by the first Board of Directors, provided said meeting shall be held no later than twelve (12) months after the recording of the Declaration. Subsequent to the First Meeting, there shall be a regular annual meeting of Unit Owners held at a date, time and place to be set by the Board of Directors and no more than twelve (12) months after the preceding annual meeting. 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. It is anticipated that the regular meetings of the Unit Owners shall be held contemporaneously with the annual meeting of the Unit Owners of the Master Association.

Section 3. Special Meetings. Special meetings of Unit Owners may be called by the President or by a majority of the Directors of the Association or by twenty percent (20%) of the Unit Owners.

Section 4. Delivery of Notice of Meetings. The Secretary or any other officer of the Association shall deliver notices of any meeting at least ten (10) days but not more than sixty (60) days prior to the date of such meeting, either by hand-delivery or by prepaid United States mail to Unit Owners at the addresses given to the Board of Directors or the Manager 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. The notice of any meeting must state the time and place of the meeting and the items on the agenda, including the general nature of any proposed amendment to the Declaration or Bylaws, any budget changes and any proposal to remove a Director.

Section 5. Voting. Each Unit shall have only one (1) vote. 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. In the event of disagreement among such persons and an attempt by two or more of them to cast a vote, such persons shall not be recognized, and such vote shall not be counted.

Section 6. Suspension for Non-payment. Without limiting the remedies otherwise available to the Association, a Unit Owner who has not paid its assessments to the Association within fifteen (15) days after the due date thereof shall not be entitled to exercise the right to vote allocable to such Unit until the Unit Owner has cured such default. A Unit Owner may protest the amount of an assessment by making written application to the Board of Directors, but the assessment still must be paid during the pendency of such protest.

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.

Section 8. Order of Business. The order of business at the annual meeting and, as far as practical, at other meetings shall be:

(1) Collection of any ballots not yet cast.
(2) Call to order by President.
(3) Certifying of proxies and establishment of quorum.
(4) Reading and disposal of any unapproved minutes.
(5) Reports of Officers.
(6) Election of Directors.
(7) Unfinished business.
(8) New business.
(9) Adjournment.

ARTICLE III

BOARD OF DIRECTORS

Section 1. Number, Election and Term of Office. The Board of Directors of the Association (sometimes referred to herein as the "Board") shall consist of five (5) members (hereinafter referred to as "Directors"). The term of the Directors shall be for three (3) years, except that until such time as the first' meeting of the members is held, the Directors (hereinafter called "members of the First Board") shall be appointed by the Declarant. Those candidates for election as Director receiving the greatest number of votes cast either in person or by proxy at the meeting shall be elected. Every Director, except for members of the First Board, shall hold office for the term of three (3) years and until such Director's successor shall be elected and qualified. Some of members of the initial Board of Directors may have terms of less than 3 years such that the terms of Directors may be staggered.

Section 2. Initial Board of Directors. Subject to the terms of Section 3, of this Article III, all of the Directors shall be appointed by the Declarant acting in its sole discretion prior to the termination of the Declarant Control Period.

Section 3. Subsequent Board of Directors.

(a) Prior to the termination of the Declarant Control Period, the Board of Directors shall be elected as set forth in Section 7.03 of the Declaration.

(b) After the termination of the Declarant Control Period, the Declarant shall relinquish control of the Association, and the Unit Owners shall accept control of the Association. Simultaneously, or not more than ninety (90) days thereafter, the Declarant shall deliver to the Association, at Declarant's expense, all property of the Unit Owners and of the Association held or controlled by the Declarant.

Section 4. Qualification. Except for members of the Board appointed by Declarant, Directors shall be Unit Owners (or, if a Unit Owner is a trustee of a trust, a Director may be the beneficiary of such trust; and if a Unit Owner or such beneficiary is a corporation or partnership, a Director may be an officer, partner or employee of such corporation or partnership or beneficiary). In the case of a Unit Owner that is a corporation, a limited liability company or partnership, the person designated in writing to the Secretary of the Association as the representative of such corporation, a limited liability company or partnership shall be eligible to serve as a Director.

Section 5. 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 6. Nomination. Nomination for election to the Board shall be made by a nominating committee which shall consist of five (5) members appointed by the Board to serve from the close of one (1) annual meeting to the close of the succeeding annual meeting. Such appointment shall be announced at the annual meeting. The nominating committee may nominate any number of qualified individuals, but no less than the number of Directors to be elected. The nominations shall be made at least thirty (30) days prior to the annual meeting and a brief statement about the qualifications of each individual so nominated shall be included with the notice of the annual meeting. Nominations shall also be allowed from the members at the annual meeting.

Section 7. Meetings. A regular annual meeting of the Board shall be held within thirty (30) days following the annual meeting of the Unit Owners. It is anticipated that the regular meetings of the Board shall be held contemporaneously with the annual meeting of the Master Association Board. 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 to each Director, delivered personally, by mail, by telephone, or by electronic mail. 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 the Director's waiver of notice of said meeting,

The presiding officer of the meetings of the Board shall be the President of the Association; if the President of the Association is not present, the Secretary or Treasurer shall preside. The order of business at all meetings of the Board of Directors shall be:

(1) Roll call.
(2) Reading of minutes of the last meeting.
(3) Consideration of communications.
(4) Resignations and elections.
(5) Reports of officers and employees.
(6) Reports of committees.
(7) Unfinished business.
(8) Original resolutions and new business.
(9) Adjournment.

The minutes of all meetings shall be kept in a book available for inspection by Unit Owners or their authorized representatives and Directors at any reasonable time. The Association shall retain these minutes for a period of not less than seven (7) years.

Section 8. Removal. Any Director may be removed from office with cause by the vote of at least sixty seven percent (67%) of all Unit Owners, except Directors elected or appointed by the Declarant. Any Director appointed by the Declarant may only be removed by the Declarant and only the Declarant may vote, in person or by proxy, to fill a vacancy on the Board previously occupied by a Director elected or appointed by the Declarant.

Section 9. Compensation. Directors shall receive no compensation for their services as Directors unless expressly provided in resolutions adopted by a majority of the Unit Owners.

Section 10. Quorum. A majority of Directors shall constitute a quorum.

Section 11. Powers and Duties. The Board shall have the powers and duties set forth in the Declaration and the Act.

Section 12. Power to Take Any Action. Whenever in these Bylaws the Association is given the power to take any action, it is the intention of these Bylaws that the Board shall act for the Association in all cases, except and to the extent that it is expressly provided that the action be taken upon vote of the Unit Owners.

Section 13. Non-Delegation. Nothing in these Bylaws shall be considered to grant to the Board, the Association or to the officers of the Association any powers or duties which, by law, have been delegated to Unit Owners.

Section 14. Declarant Rights. Notwithstanding the above, if the Declarant holds Units for sale in the ordinary course of business, the Association may not take any action that would be detrimental to the sales of Units by the Declarant, unless the Declarant approves such action, in writing; provided that, an increase in assessments for common expenses without discrimination against the Declarant shall not be deemed to be detrimental to the sales of Units.

ARTICLE IV

OFFICERS

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

(a) a President, who shall be one of the Directors previously elected, and shall preside over meetings of the Board and of Unit Owners, and who shall be chief executive officer of the Association;

(b) a Secretary, who may be a Director but shall not be required to be a Director and shall keep the minutes of all meetings of the Board and of Unit Owners, and who shall, in general, perform all the duties incident to the office of the Secretary;

(c) a Treasurer, who may be a Director but shall not be required to be a Director and shall keep financial records, and who shall, in general, perform all the duties incident to the office of the Treasurer;

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

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

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

Section 4. Vacancies. Vacancies in any office shall be filled by the Board by a majority vote of the remaining members thereof at a special meeting of said Board. Any Director 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 adopted by a majority of the Unit Owners.

Section 6, Removal. All officers and committees appointed or elected by the Board shall be subject to removal, with or without cause at any time by action of the Board of Directors.

ARTICLE V

ASSESSMENTS

Section 1. Annual Budget. The Board shall establish an annual budget to provide for the needs of the Association. 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 fund, supplies, materials, parts, services, trash disposal services, maintenance, repairs, replacements, landscaping, insurance, fuel, power and all other common expenses, as well as the estimated net available cash income for the year, if any, from the lease, operation or use of the Common Elements. The annual budget shall provide for a reserve for contingencies for unanticipated repairs and replacements for the year, in reasonable amounts as determined by the Board. The annual budget shall be

submitted to the Unit Owner for approval, as provided in the Declaration. In the event that the Board shall not approve an estimated annual budget or shall fail to determine new monthly assessments for any year, or shall be delayed in doing so, each Unit Owner shall continue to pay each month the amount of its respective monthly assessment as last determined. Unit Owner shall pay its monthly assessment on or before the first day of each month to the Manager or otherwise as directed by the Board. At the election of the Board, the annual budget may include any assessment, expenses or other costs, attributable to the Condominium as a member of the Master Association.

Section 2. Additional Charges. In addition to the Assessments described herein, the Board, in its reasonable discretion, shall have the right to assess Unit Owners or types of Unit Owners additional charges as set forth in the Declaration.

Section 3. Partial Year or Month. Commencing with the date of taking title to a Unit from Declarant, each Unit Owner shall pay its assessment for the following month or fraction of a month, which assessment shall be in proportion to the respective Percentage Share of Common Expenses for such Unit, as set forth in Exhibit E to the Declaration and the number of months and days remaining of the period covered by the current annual budget, and which assessment shall be computed by the Board.

Section 4. Assessments Against Declarant Owned Units. If the Declarant holds one or more unfinished Units for sale in the ordinary course of business, the Declarant shall not be assessed for common expenses for such Units except for the Declarant's Shortfall obligations as set forth in the Master Declaration.

Section 5. Annual Report. Within ninety (90) days of the close of each annual budget period, or as soon thereafter as practicable, the Board shall cause to be furnished to each Unit Owner a statement for such year, showing the receipts and expenditures and such other information as the Board may deem desirable.

Section 6. Supplemental Budget. In the event that, during the course of any year, it shall appear to the Board that the monthly assessments, determined in accordance with the estimated annual budget for such year, are insufficient or inadequate to cover the estimated common expenses for the remainder of such year, then the Board shall prepare and approve a supplement budget covering the estimated deficiency for the remainder of such year, copies of which supplemental budget shall be furnished to each Unit Owner, and approved as provided in Section 13.01 of the Declaration, and thereupon a supplement assessment shall be made to each Unit Owner for its proportionate share of such supplemental budget.

Section 7. Special Assessments. The Board shall have the right to levy a special assessment ("Special Assessment") upon the occurrence of a casualty (including, but not limited to, drought, flood, casualty losses, natural disasters, vandalism, etc.) as necessary and in the amount necessary to repair or replace any portions of the Property installed or maintained by the Association to the extent that the other funds are not available for such repairs or replacement, unless a decision is made not to restore the such damage as provided in the Act. In addition, the Unit Owners, by sixty-seven percent (67%) affirmative vote of the total Unit Owners entitled to vote, may levy a Special Assessment from time to time or at any time. Any Special Assessment levied hereunder shall be payable on or before thirty (30) days from the date of the Assessment, or such later date as may be specified by the resolution or consent of the Unit Owners approving such Special Assessment, subject to the terms set forth in Section 8 of this Article.

Section 8. Working Capital Fund. The Declarant, on behalf of the Association, shall establish a working capital fund to meet unforeseen expenditures or to purchase any additional equipment or services. A non refundable contribution to the working capital fund of the Association shall be collected from the initial Unit purchaser from the Declarant in the amount of two months of the general assessment charged to such Unit. The Declarant shall not use the working capital funds to defray any of its expenses, or construction costs or to make up any budget deficits while it is in control of the Association. Notwithstanding the foregoing, no initial capital contribution shall be required if the Declarant conveys its Units to a successor Declarant or affiliate of the Declarant who intends to sell such units in the ordinary course.

Section 9. Records and Statement of Account. The Board shall cause to be kept detailed and accurate records of its expenditures and receipts affecting the Common Elements, specifying and

itemizing the common expenses incurred. Payment vouchers may be approved in such manner as the Board may determine.

Section 10. 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, 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.

Section 11. Holding of Funds. All funds collected hereunder shall be held and expanded for the purposes designated herein, and (except for special assessments as may be levied hereunder against less than all the Unit Owners and for such adjustments as may be required to reflect delinquent or prepaid assessments) shall be deemed to be held for the benefit, use and account of all the Unit Owners in proportionate amounts.

ARTICLE VI

CONTRACTUAL POWERS

Section 1. Transactions with Affiliates. No contract or other transaction between the 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 and approves the contract or the transaction or because their votes are counted, if the circumstances specified in either of the following subparagraphs exist:

(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.

Section 2. Quorum for Approval. 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

AMMENDMENTS

Section 1. Declaration. The President or Secretary of the Association may, on behalf of the Association, prepare, execute certify and record any amendments to the Declaration that are approved as required under the Declaration or the Act.

Section 2. Bylaws. During the Declarant Control Period, these By-Laws may be amended or modified by the Declarant. These Bylaws may be amended in the first year following the first sale of a Unit by Declarant to an unrelated third party for any reason by a vote of two-thirds (2/3) of the Board of Directors. After the first anniversary date of the following the first sale of a Unit by Declarant to an unrelated third party, the provisions of these Bylaws may be amended by an instrument in writing, setting forth such amendment, signed by fifty-one percent (51%) of the Unit Owners. Such amendments shall be recorded with the Register's Office for Davidson County, Tennessee. The President or Secretary of the Association may, on behalf of the Association, prepare, execute certify and record any amendments to the Bylaws that are approved as required herein.

ARTICLE VIII

INDEMNIFICATION

Section 1. Mandatory Indemnification of Directors and Officers. To the maximum extent permitted by the provisions of the Tennessee Nonprofit Corporation Act, as amended from time to time (the "Nonprofit Corporation Act") (provided, however, that if an amendment to the "Nonprofit Corporation Act" in any way limits or restricts the indemnification rights permitted by law as of the date hereof, such amendment shall apply only to the extent mandated by law and only to activities of persons subject to indemnification under this Section which occur subsequent to the effective date of such amendment), the Association shall indemnify and advance expenses to any person who is or was a director or officer of the Association, or to such person's heirs, executors, administrators and legal representatives, for the defense of any threatened, pending, or completed action, suit or proceeding, whether civil, criminal, administrative, or investigative, and whether formal or informal (any such action, suit or proceeding being hereinafter referred to as the "Proceeding"), to which such person was, is or is threatened to be made, a named defendant or respondent, which indemnification and advancement of expenses shall include counsel fees actually incurred as a result of the Proceeding or any appeal thereof, reasonable expenses actually incurred with respect to the Proceeding, all fines, judgments, penalties and amounts paid in settlement thereof, subject to the following conditions:

(a) The Proceeding was instituted by reason of the fact that such person is or was a Director or officer of the Association; and

(b) The Director or officer conducted himself or herself in good faith, and such person reasonably believed (i) in the case of conduct in such person's official capacity with the Association, that such person's conduct was in the best interests of the Association; (ii) in all other cases, that such person's conduct was at least not opposed to the best interests of the Association; and (iii) in the case of any criminal proceeding, that such person had no reasonable cause to believe such person's conduct was unlawful. The termination of a proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent is not, of itself, determinative that the director or officer did not meet the standard of conduct herein described.

Section 2. Permissive Indemnification of Employees and Agents. The Association may, to the maximum extent permitted by the provisions of the Nonprofit Corporation Act, as amended from time to time (provided, however, that if an amendment to the Nonprofit Corporation Act in any way limits or restricts the indemnification rights permitted by law as of the date hereof, such amendment shall apply only to the extent mandated by law and only to activities of persons subject to indemnification under this Section which occur subsequent to the effective date of such amendment), indemnify and advance expenses in a Proceeding to any person who is or was an employee or agent of the Association, or to such person's heirs, executors, administrators and legal representatives, to the same extent as set forth in Section 1 of this Article VIII above, provided that the Proceeding was instituted by reason of the fact that such person is or was an employee or agent of the Association and met the standards of conduct set forth in Subsection l(b) of this Article VIII above. The Association also may indemnify and advance expenses in a Proceeding to any person who is or was an employee or agent of the Association to the extent, consistent with public policy, as may be provided by the Charter, these Bylaws, by contract, or by general or specific action of the Board of Directors.

Section 3. Non-Exclusive Application. The rights to indemnification and advancement of expenses set forth in Sections 1 and 2 of this Article VIII are contractual between the Association and the person being indemnified, and such person's heirs, executors, administrators and legal representatives, and are not exclusive of other similar rights of indemnification or advancement of expenses to which such person may be entitled, whether by contract, by law, by the Charter, by a resolution of the Board of Directors, by these Bylaws, by the purchase and maintenance by the Association of insurance on behalf of a Director, officer, employee, or agent of the Association, or by an agreement with the Association providing for such indemnification, all of which means of indemnification and advancement of expenses are hereby specifically authorized.

Section 4. Non-Limiting Application. The provisions of this Article VIII shall not limit the power of the Association to pay or reimburse expenses incurred by a Director, officer, employee, or agent of

the Association in connection with such person's appearing as a witness in a Proceeding at a time when such person has not been made a named defendant or respondent to the Proceeding.

Section 5. Prohibited Indemnification. Notwithstanding any other provision of this Article VIII, the Association shall not indemnify or advance expenses to or on behalf of any director, officer, employee, or agent of the Association, or any such person's heirs, executors, administrators or legal representatives:

(a) If a judgment or other final adjudication adverse to such person establishes liability for any breach of the duty of loyalty to the Association, for acts or omissions not in good faith or which involve intentional misconduct or a knowing violation of law, or if prohibited under the Nonprofit Corporation Act; or

(b) In connection with a Proceeding by or in the right of the Association in which such person was adjudged liable to the Association; or

(c) In connection with any other Proceeding charging improper personal benefit to such person, whether or not involving action in such person's official capacity, in which such person was adjudged liable on the basis that personal benefit was improperly received by such person.

Section 6. Repeal or Modification Not Retroactive. No repeal or modification of the provisions of this Article VIII, either directly or by the adoption of a provision inconsistent with the provisions of this Article, shall adversely affect any right or protection, as set forth herein, existing in favor of a particular individual at the time of such repeal or modification.

ARTICLE IX

MORTGAGES

Section 1. Notice to the Board. A Unit Owner who mortgages its unit shall notify the Board of the name and address of its 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 Default. The Board, whenever so requested in writing by a mortgagee of a Unit, shall promptly report any unpaid common charges due from, or any other default by, the Owner of the mortgaged Unit, and the Board, when giving notice to a Unit Owner of a default in paying common 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 been furnished to the Board.

ARTICLE X

CONFLICTS

These Bylaws are set forth to comply with the requirements of the Act, as it may be amended from time to time, and to allow the Bylaws to control in specific situations where such law allows. In the event that any of the Bylaws conflict with the provisions of the Act or of the Declaration, the provisions of the Act or of the Declaration, as the case may be, shall control.

EXHIBIT E

PERCENTAGE OWNERSHIP INTEREST PERCENTAGES

Building A – 3000 Edwin Way

Unit 102	2.27%
Unit 104	2.27%
Unit 106	2.27%
Unit 108	2.27%
Unit 201	2.27%
Unit 202	2.27%
Unit 203	2.27%
Unit 204	2.27%
Unit 205	2.27%
Unit 206	2.27%
Unit 207	2.27%
Unit 208	2.27%
Unit 301	2.27%
Unit 302	2.27%
Unit 303	2.27%
Unit 304	2.27%
Unit 305	2.27%
Unit 306	2.27%
Unit 307	2.27%
Unit 308	2.27%

Building B – 3010 Edwin Way

Unit 101	2.27%
Unit 102	2.27%
Unit 103	2.27%
Unit 104	2.27%
Unit 105	2.27%
Unit 106	2.27%
Unit 107	2.27%
Unit 108	2.27%
Unit 201	2.27%
Unit 202	2.27%
Unit 203	2.27%
Unit 204	2.27%
Unit 205	2.27%
Unit 206	2.27%
Unit 207	2.27%
Unit 208	2.27%
Unit 301	2.27%
Unit 302	2.27%
Unit 303	2.27%
Unit 304	2.27%
Unit 305	2.27%
Unit 306	2.27%
Unit 307	2.27%
Unit 308	2.27%

EXHIBIT F

ATTORNEY'S OPINION

As an attorney licensed to practice law in the State of Tennessee, I hereby opine that under the terms of the Tennessee Horizontal Property Act, Tenn. Code Ann. Section 6-27-1-101 *et seq.*, all legal documents required for creation of a planned unit development are being recorded as of the date of the recording of this opinion. Having recorded said documents simultaneously with this opinion, under the terms of the Act referenced above, a planned unit development is deemed to have been property organized for the horizontal property regime known as Trinity Flats.

Witness my hand this 14 day of August, 2024.

Bankers Title & Escrow Corporation

By: _____

R.L. Moore, Attorney

True Copy of Certification

I, Paula M. Van Cuyk, 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 is a true and correct copy of the original document executed and authenticated according to law on the 1st day of August, 2024.

Paula M. Van Cuyk

Date: 08/07/2024

STATE OF TENNESSEE
COUNTY OF MONTGOMERY

Sworn and subscribed before me on this the 7th day of August, 2024.

Notary Public

My Commission Expires: 09-18-2024

SEAL

