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DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS

FOR

MADISON TRINITY

(A HORIZONTAL PROPERTY REGIME WITH PRIVATE ELEMENTS)

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DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR MADISON TRINITY (A HORIZONTAL PROPERTY REGIME WITH PRIVATE ELEMENTS)

This Declaration of Covenants, Conditions, and Restrictions for Madison Trinity ("**Declaration**"), a Horizontal Property Regime with Private Elements, is made as of the 15th day of July, 2025 ("**Effective Date**"), by Madison Nashville Trinity Owner, LLC, a Tennessee limited liability company ("**Declarant**").

- The Property subject to this Declaration is certain real property located in Davidson County, Tennessee (the "**Property**"), more particularly described on Exhibit A.

- Declarant will develop the Property as a residential community and establish, develop, and construct single-family residences.

- Declarant desires to provide for the protection and preservation of the values, desirability and character of the Property and provide a system of administration, operation and maintenance of the Property.

- Declarant desires to submit the Property, together with all buildings, structures, improvements and permanent fixtures of any kind, currently existing or constructed after the Effective Date, and all rights and privileges belonging or pertaining thereto, to the provisions of this Declaration and the Horizontal Property Act of the State of Tennessee codified at Tennessee Code Annotated section 66-27-101 through 123 (the "**Act**") in order to establish and construct thereon a horizontal property regime with Private Elements to be known as the "**Madison Trinity**", consisting of residential dwellings ("**Units**"), together with certain buildings, structures, driveways, walkways, amenities, improvements and other permanent fixtures thereon as further described on Exhibit A.

- Declarant desires to establish for its own benefit and for the benefit of all future Unit Owners and Occupants of the Property or any portion thereof, certain rights, privileges and easements in, over, and upon the Property, and to this end, desires to subject the Property to certain mutually beneficial covenants, restrictions, obligations, easements, charges, and liens for the purpose of enhancing and protecting the value, desirability, and attractiveness and well as the proper use, conduct, and maintenance of the Property or any part thereof.

NOW, THEREFORE, Declarant declares as follows:

Article 1. Submission of Property to the Act

Section 1.01. Establishment. Declarant submits and subjects the Property to the provisions of the Act and this Declaration and establishes a Horizontal Property Regime to be known as Madison Trinity pursuant to Section 66-27-103(b) of the Act

and declares that the Property shall be held, sold, and enjoyed subject to the easements, restrictions, covenants, and conditions of this Declaration, which are for the purpose of protecting the value and desirability of the Property and shall run with the land and be binding upon and inure to the benefit of all parties now or hereafter having any right, title, or interest in the Property.

Section 1.02. Site Plan. The Site Plan sets forth the numbers, areas, and location of each Unit, the appurtenant Private Elements, as well as any other data necessary for their identification as required by the Act.

Section 1.03. Units. Each Unit is numbered as shown on the Site Plan and the legal description of each Unit shall consist of the identifying number or symbol of each Unit and its Private Elements as shown and further described on the Site Plan. Every deed, lease, Mortgage, deed of trust or other instrument shall legally describe a Unit by its identifying number as shown on the Site Plan and every description shall be deemed good and sufficient for all purposes, as provided in the Act. Except as provided by the Act, no Unit Owner shall by deed, plan, court decree or otherwise, subdivide or in any other manner cause his Unit or its Private Elements to be separated into any tracts or parcels different from the whole Unit and its Private Elements as shown on the Site Plan. The total number of Units contained within the horizontal property regime may be increased or decreased as a result of the exercise by Declarant of its right to do so; provided, however, that nothing contained in this Declaration shall be deemed to obligate the Declarant to increase or decrease the total number of Units, or be a warranty or representation that Declarant shall do so, such right being at Declarant's sole and absolute discretion.

Article 2. Definitions

Section 2.01. "Act" shall mean the "Horizontal Property Act" of the State of Tennessee codified at Tennessee Code Annotated Section 66-27-101 through 123.

Section 2.02. "Annual Assessment" shall mean the regular, yearly assessment of Common Expenses attributable to a particular Unit as further described in this Declaration.

Section 2.03. "Association" shall mean Madison Trinity Homeowners Association, Inc., a Tennessee Non-Profit Corporation, its successors and assigns. Each Unit Owner shall be a Member of the Association.

Section 2.04. "Board" or "Board of Directors" shall mean the body designated in the Declaration to act on behalf of the Association.

Section 2.05. "Building" shall mean any of the building(s) located on the Site Plan for the Property and forming a part of the Property.

Section 2.06. "Bylaws" shall mean the Bylaws of the Association attached as Exhibit

B, as the same may be 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 and other matters which the Act provides are to be dealt with by the Bylaws shall be deemed to be part of the Bylaws.

Section 2.07. "Common Element" shall mean and refer the Property, except for the Units, Private Elements, and Limited Common Elements, as shown on the Site Plan and as described below. All Common Elements shall be exclusively owned by the Association for the use and benefit of every Unit Owner. Common Elements shall include the following, except as otherwise provided:

A. The land, devices, improvements, structures, installations, and any other elements or part of the Property that are rationally for the common use and benefit of all Unit Owners or necessary to the existence, upkeep, and safety of the Horizontal Property Regime established by this Declaration.

B. All foundations, roofs, exterior walls, bearing walls and columns that are common to two (2) or more Units.

C. All other elements of any Building desirable or rationally of common use or necessity to its existence, upkeep, or safety.

D. All yards and landscaping, except as otherwise provided in this Declaration;

E. All compartments or installations of central services such as power, light, gas, water, sewer, telephone, cable television, including master meters, and the like on the Property that are common to or service two (2) or more Units;

F. All roads, driveways, access roads, walkways, sidewalks, trails, paths, parking areas, open spaces, and entrances and exits for ingress and egress to and from and over and across the Property and to and from the Units; provided, however, that the term "roads" shall mean only private roads serving the Property and not to any roads that have been publicly dedicated to and accepted by any governmental body on the Property.

G. All improvements, devices, or installations existing for the common use and benefit of the Unit Owners.

H. Any common walls or privacy fences installed by Declarant.

Section 2.08. "Common Expense" shall mean any and all expenses, actual or anticipated, and other financial liabilities of the Association together with proper allocation to reserves for the Association in connection with (i) the administration and operation of the Horizontal Property Regime, (ii) the maintenance and repair of

the Common Elements and any and all replacements and additions, and (iii) the enforcement and compliance with the Act, this Declaration, and the Bylaws.

Section 2.09. "Common Expense Liability" shall mean each Unit Owner's liability for Common Expenses.

Section 2.10. "Declarant" or "Class B Member" shall mean Madison Nashville Trinity Owner, LLC, a Tennessee limited liability company, as well as its successors and assigns, provided such successors and assigns are designated in writing by Declarant as a successor or assign of the rights of Declarant. Declarant shall have the right to assign all or a portion of its rights, powers, easements and privileges under the Act and this Declaration. In the event of a partial assignment, the assignee shall not be deemed the Declarant but shall have the right to exercise such rights, powers, easements, and privileges of the Declarant specifically assigned to it. Any such assignment may be made on a non-exclusive basis.

Section 2.11. "Declaration" shall mean this Declaration of Covenants, Conditions, and Restrictions for Madison Trinity (a Horizontal Property Regime with Private Elements), as may be amended from time to time.

Section 2.12. "Delinquency Interest Rate" shall mean an annual interest rate established by the Board; provided, however, in no event shall the Delinquency Interest Rate exceed the maximum contract rate of interest allowed to be charged under applicable law.

Section 2.13. "Development Period" shall mean the period during which the Property has Class B membership in the Association. Said Class B membership shall terminate as set forth below.

Section 2.14. "Documents" shall mean this Declaration, any exhibits or supplements, including the Bylaws and Charter of the Association, the Architectural Guidelines, as well as the rules and regulations adopted by the Association, all of which as may be amended or supplemented.

Section 2.15. "Impositions" shall mean any assessment, annual or special, or any other Common Expense or charge by the Association against one or more Units owned by a Unit Owner, including reasonable attorney's fees and costs incurred in the enforcement thereof and interest to the extent authorized by law and the provisions in this Declaration.

Section 2.16. "Limited Common Elements" shall mean those spaces shown as such on the Site Plan and those Common Elements and other fixtures lying partially within and partially outside the designated boundaries of a Unit, any portion thereof serving any Unit or Units to the exclusion of the other Units, the enjoyment, benefit and use of which is reserved exclusively to the Unit Owner(s) of such Unit(s) pursuant to this Declaration. Without limiting the generality of the foregoing, such Limited

Common Elements include pipes, ducts, chutes, flues, wiring, conduit, walls, partitions, columns, utility meter, water heater, condensing units, HVAC equipment, shutters, awnings, window boxes, window frames and screens, door and door frames, window and door glass panes, doorsteps, stoops as well as porches, patios and balconies, if any, as set forth in Section 66-27-102(12) of the Act.

Section 2.17. "Majority of Unit Owners" shall mean the holders of more than fifty percent (50%) of the total Votes of the Members.

Section 2.18. "Member" shall mean any Person that shall be a Unit Owner, and as such, shall be a Member of the Association.

Section 2.19. "Mortgage" shall mean any a first priority mortgage encumbering a Unit held by a Mortgagee.

Section 2.20. "Mortgagee" shall mean any bank, mortgage banker, savings and loan association, or other financial institution or pension fund, which is in the business of making mortgages to unaffiliated customers and which is the record holder of a recorded first priority Mortgage encumbering one or more Units or property within the Property, which is not affiliated with the Unit Owner.

Section 2.21. "Occupant" shall mean any Person in possession of a Unit, regardless of whether said Person is a Unit Owner.

Section 2.22. "Person" shall mean a natural person, as well as a corporation, limited liability company, partnership, firm, association, trust or other legal entity capable of holding title to real property.

Section 2.23. "Plans" shall mean the detailed plans prepared for construction of any Improvement on or within the Property, which shall comply with the architectural control provisions, if any, of this Declaration.

Section 2.24. "Private Element" shall mean the real property lot area upon which a Unit is located as bound by the perimeter of the Unit as further described on Exhibit D, attached, exclusive of any Common Elements and Limited Common Elements. Exclusive ownership and use of the Private Elements for each Unit is reserved to such Unit.

Section 2.25. "Record" and/or "Recording" shall mean the recording of an instrument in the Register's Office for Davidson County, Tennessee.

Section 2.26. "Rules and Regulations" shall mean the rules and regulations concerning the use of the Units, Private Elements, Limited Common Elements, and the Common Elements, as adopted by the Board in accordance with this Declaration and Bylaws from time to time.

Section 2.27. "Site Plan" shall mean the diagram, plan, survey or plat of the Property presently submitted as well as any other diagrams, plans, surveys or plats as may be submitted to this Declaration and the provisions of the Act, which show the number, area and location of each Unit and other data necessary for their identification. The current Site Plan for Madison Trinity, as may be amended from time to time, is attached as Exhibit D. No dedication to the public is intended by recording any Site Plan with this Declaration, except as otherwise provided by Declarant.

Section 2.28. "Special Assessments" shall mean additional assessments of Unit Owners made from time to time by the Board under this Declaration.

Section 2.29. "Supplemental Instrument" shall mean any amendment to the Declaration whereby Declarant submits additional property to the terms of the Declaration or otherwise amends the Declaration.

Section 2.30. "Property" shall mean the real property described on Exhibit A.

Section 2.31. "Unit" shall mean the individually numbered portion of any Building, designed and built for use and occupancy as a residence and intended for independent ownership, which is not owned in common with any other Unit Owner. The boundaries of each Unit shall be the interior unfinished surfaces of the structural materials and Improvements (e.g., flooring, ceiling and walls) enclosing such living space on the Property. Any Unit may be jointly or commonly owned by more than one Person.

Section 2.32. "Unit Owner" shall mean the Person(s) whose estates or interests, individually or collectively, aggregate fee simple ownership of a Unit, the Private Elements and appurtenant Limited Common Elements. "Unit Owner" shall not mean the Mortgagee or beneficiary of a recorded Mortgage or deed of trust who holds a lien solely for security purposes and does not have possession of the Unit. Declarant shall be deemed a Unit Owner so long as it is the legal title holder of any Unit.

Section 2.33. "Unit Pad" shall mean the area of the Property upon which a Unit comprising a Building is shown on the Site Plan. Except as otherwise provided in this Declaration, Unit Pads, whether developed or to be developed as shown and further depicted (as future phase or otherwise) on Exhibit D, as may be amended from time to time, shall constitute and be considered a "Unit" for the purposes of calculating the total number of Units comprising the Property, Membership in the Association, Voting, and Common Expense Allocation.

Section 2.34. "Vote" shall mean the vote in the affairs of the Association to which each Member is entitled, as further set forth in this Declaration.

Article 3. Association Membership and Voting Rights

Section 3.01. Owners Association. There has been formed an Association having the name Madison Trinity Homeowners Association, a Tennessee non-profit Corporation, which shall be the governing body for all Unit Owners and shall be operated to provide for the maintenance, repair, replacement, administration, operation and care of the Property, as provided in the Act, this Declaration, and the Bylaws. All Common Elements shall be owned by the Association for the use and benefit of the Unit Owners and their family members, invitees, agents, representatives, tenants, and licensees for such purposes incidental to the use of the Units. The Bylaws for the Association shall be the Bylaws attached to this Declaration as Exhibit B. The Charter for the Association shall be the Charter attached to this Declaration as Exhibit C. The Board shall be elected and serve in accordance with the provisions of the Bylaws. The fiscal year of the Association shall be determined by the Board as may be changed from time to time by the Board. 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 Unit Owners, and all funds received by the Association shall be held and applied by it for the use and benefit of the Unit Owners in accordance with the provisions of this Declaration and the Bylaws.

Section 3.02. Membership. Each Unit Owner shall be a Member of the Association. Membership in the Association shall be appurtenant to and may not be separated from ownership of a Unit. A Unit Owner's membership in the Association 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.

Section 3.03. Voting. The Association shall have two (2) classes of membership, Class A and Class B:

A. *Class A.* Class A Members shall be all Unit Owners with the exception of the Class B Members, if any.

1. Class A Members shall be entitled to one (1) equal vote for each Unit in which they hold the interest required for membership; there shall be only one (1) vote per Unit.

2. In any situation in which more than one (1) Person holds the interest in a Unit, the vote for such Unit shall be exercised as those Persons determine among themselves and advise the Secretary of the Association in writing prior to any meeting. In the absence of such advice, the Unit's vote shall be suspended if more than one (1) Person seeks to exercise it.

B. *Class B.* The Class B Members shall be the Declarant and any successor

of Declarant who takes title for the purpose of development and sale and who is designated as such in a recorded instrument executed by Declarant or its successor. The Class B Members shall originally be entitled to one (1) equal vote for each Unit in which they hold the interest required for membership plus for each vote outstanding in favor of any other person or entity, Declarant will have four (4) additional votes until the expiration or termination of the Development Period. The rights of the Class B Members, including the right to approve actions taken under this Declaration and the Bylaws, are specified elsewhere in the Declaration and the Bylaws. The Class B Members shall be entitled to, in their sole discretion, appoint the members of the Board of the Association during the Development Period, subject only to the Bylaws. The Development Period shall terminate, and the Class B membership shall terminate and become converted to Class A membership upon the earlier occurrence of:

1. six (6) months following the date that one hundred percent (100%) of the Units, with respect to all phases of Madison Trinity, have been conveyed to an initial third-party purchaser other than the Declarant;

2. twenty (20) years after the date on which the first Unit has been conveyed to a Unit Owner other than the Declarant; or

3. on any such earlier date as the Declarant, in its sole discretion, elects to terminate the Development Period.

After termination of the Development Period, the Class B Members shall be deemed to be Class A Members entitled to one vote for each Unit in which it holds the interest required for membership. At such time, the Declarant shall call a meeting, as provided in the Bylaws for special meetings, to advise the membership of the termination of Class B status.

Notwithstanding any provisions to the contrary contained in this Declaration or the Bylaws, during the Development Period, any action, policy or program of the Association requiring approval by the vote of the Members of the Association shall not be taken or adopted until also approved in writing by the Class B Members.

Section 3.04. Voting Rights. Any Member, who is delinquent in the payment of any Common Expense, Imposition, or other charge duly levied by the Association against any Units(s) owned by such Member, shall not be entitled to Vote until all such Common Expenses, Impositions, and charges, including reasonable penalties, interest and costs of collection, as the Board may impose or incur, have been paid to the Association. In addition, the Board may suspend the right of such Member to use the Common Elements or any other amenities or facilities or services of the Association until such delinquency is cured. The forgoing rights of the Board shall be

in addition to all other rights set forth in this Declaration or available at law or in equity with respect to a failure to pay Common Expenses, Impositions, and other charges.

Section 3.05. Manner of Voting. Except as specifically provided in this Declaration, the Board shall have the authority to regulate the procedural rules governing the voting of Members, the acceptance of proxies from Members, the validity of voice Votes, ballot Votes or other manners of voting and any regulation of the solicitation of Votes or proxies.

Section 3.06. First Annual Meeting. The first regular annual meeting of the Members for the election of Directors and such other business as shall come before the Members shall be held on a date to be selected by the Board within sixty (60) days following the expiration of the Development Period. Until the first regular annual meeting of the Members, the members of the Board shall be appointed by the Declarant or the Declarant shall act as and on behalf of the Board.

Section 3.07. Management of Property. The Declarant during the Development Period, and thereafter the Board, shall have the authority to engage the services of an agent (the "**Managing Agent**") to manage the affairs of the Association to the extent deemed advisable by the Declarant, during the Development Period, and thereafter, the Board. The Managing Agent shall be required to have fidelity bond coverage on its employees handling Association funds and the cost of such services shall be a Common Expense of the Association. Except for agreements entered into with the Declarant during the Development Period, any agreement for professional management of the Property and Association shall not have a term greater than three (3) years.

Section 3.08. Non-Liability of Declarant, Board and Officers. To the extent permitted by law, neither the Declarant, the Board, nor officers of the Association shall be personally liable to Unit Owners or the Association for any mistake of judgment or for any other acts or omissions of any nature whatsoever as such Declarant, Board member or officer, except for any acts or omissions found by a court to constitute gross negligence or actual fraud. Unit Owners and the Association shall indemnify and hold harmless the Declarant, the Board, and the officers and their respective heirs, executors, administrators, successors, and assigns.

Article 4. Common Expenses and Enforcement

Section 4.01. Common Expenses. Each Unit Owner, other than the Declarant, by acceptance of a deed and commencing with the date of ownership of his Unit, is deemed to covenant and shall pay an equal share of the Common Expenses, which are to be assessed based upon a budget adopted by the Board, as well as any Imposition or other duly levied charge of the Association. It shall be the duty of the Board, at least thirty (30) days but not more than one hundred twenty (120) days

before the beginning of each fiscal year, to prepare a budget covering the estimated Common Expenses, Impositions, or other duly levied charge of the Association during the coming year. The budget may include a capital contribution establishing a reserve fund in accordance with a capital budget separately prepared. The assessments to be levied for the coming year against each Unit subject to assessment shall be in such amount as reasonably determined by the Board to cover the budgeted Common Expenses, Impositions, or other duly levied charge of the Association for the coming year. The Board shall cause a copy of the Common Expense budget and notice of the amount of assessment to be levied against each Unit for the following year to be delivered to each Unit Owner prior to the beginning of the fiscal year. Such budget and assessment shall become effective unless disapproved at a meeting of the Members by the vote of Members representing at least a majority of the total Class A votes in the Association, and by the Class B Member, if such exists. There shall be no obligation to call a meeting for the purpose of considering the budget except on petition of the Members representing at least a majority of the total vote in the Association and the written consent of the Class B Member, if such exists. Notwithstanding the foregoing, however, in the event the proposed budget is disapproved or the Board fails for any reason so to determine the budget for any year, then and until such time as a budget shall have been determined as provided in this Declaration, the budget in effect for the immediately preceding year shall continue for the current year.

No Unit Owner, other than the Declarant shall be exempt from payment of his equal share of the Common Expenses, Impositions and other duly levied charges of the Association by waiver or non-use of enjoyment of the Common Elements or by abandonment of his Unit. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the Common Expenses, Impositions or other duly levied charges on a specified Unit have been paid. A properly executed certificate of the Association as to the status of the Common Expenses, Impositions or other duly levied charges on a Unit is binding upon the Association as of the date of its issuance.

Section 4.02. Commencement and Allocation. The Board shall set the time and manner by which the Common Expenses, Impositions, or other duly levied charges are paid. Written notice of the Common Expenses, any Imposition and other duly levied charges shall be sent to every Unit Owner subject thereto. Except as otherwise set by the Board, all such Common expenses are payable in monthly installments due on the first day of each month and delinquent as of the tenth day of the month. Any impositions or other duly levied charges shall be due as provided on the notice related thereto and shall be deemed delinquent as of the tenth day following the due date. Any delinquent common expense, imposition or other duly levied charge shall be subject to a late payment fee of ten percent (10%) of the amount owed per annum until paid. The first common expenses, Impositions and other duly levied charge, if any, to be paid by a Purchaser shall be adjusted according to the number of months remaining in the calendar year. Declarant shall not be liable for the payment of

assessments on its unsold Units. However, until the expiration of the Development Period, Declarant shall be obligated for the difference between the amount of assessments levied on all Units subject to assessment and the amount of actual expenditures required to operate the Association during the fiscal year, and any such payments by Declarant shall be considered a subsidy to the Association (a "**Subsidy**"). Any Subsidy may be treated, in the Declarant's discretion, as either (i) a voluntary contribution, or (ii) a loan from the Declarant to the Association. A Subsidy may be evidenced by one or more promissory notes from the Association in favor of the Declarant. With respect to Unit Pad(s), the Common Expenses, Impositions and other duly levied charges, if any, shall commence as to each Unit Pad(s) upon conveyance of such Unit Pad(s) by Declarant to a Purchaser.

Section 4.03. Special Assessments. In addition to the Common Expenses authorized in this Declaration, the Board may levy a Special Assessment in addition to Common Expenses applicable to a particular year. Special Assessments shall be due and payable on the date which is fixed by the resolution authorizing such Special Assessment, and each Unit Owner, other than the Declarant, shall be responsible for paying his equal share of the Special Assessment. Special Assessment shall be due as provided on the notice related thereto and shall be deemed delinquent as of the tenth day following the due date. Any delinquent special assessment shall be subject to a late payment fee of ten percent (10%) of the amount owed per annum until paid.

The Board may also levy a Special Assessment against any Unit Owner, without the necessity of a vote of the Unit Owners, to reimburse the Association for costs incurred in bringing a Unit Owner and his or her Unit into compliance with the provisions of the Declaration, any amendments thereto, the Charter, the Bylaws, and the Association rules, which Special Assessment may be levied upon the vote of the Board after notice to the Unit Owner and an opportunity for a hearing.

Section 4.04. Working Capital Fund. In conjunction with the acquisition of record title to any Unit by the purchaser thereof, other than the Declarant, a contribution shall be made by or on behalf of the purchaser at the closing to the working capital of the Association, in an amount as determined in the Board's discretion, but in any event, shall not be greater than an amount that is equal to twice the Annual Assessment per Unit as determined by the Board for the year in which the respective closing occurs. The amounts paid to the working capital fund by each Unit Owner upon the closing of the sale of the Unit to such Unit Owner shall not be considered as advance payment of any Common Expenses, Impositions or other duly levied charges. The working capital fund shall be held and disbursed for the following purposes in the order of priority:

A. To fund costs of maintenance of the Common Elements and administration of the Association that cannot be defrayed by assessments.

B. To reimburse the Declarant for all amounts loaned by Declarant to the

Association to fund any operating deficits.

C. To assure that the Association will have cash available to meet unforeseen expenditures or to acquire additional equipment or services deemed necessary or desirable by the Board.

Section 4.05. Reserve Fund. An adequate reserve fund for the maintenance, repair and replacement of items to be maintained, repaired or replaced by the Association pursuant to this Declaration and the Bylaws shall be established by the Board and funded by the Common Expenses.

Section 4.06. Use of Common Expenses. The Board shall have the power and authority to levy Assessments and other Impositions against all Members:

A. To promote the recreation, health, safety and welfare of the Unit Owners.

B. To provide for the maintenance, cleaning, painting, repair, replacement of, and additions to the Common Elements.

C. To pay taxes, insurance premiums for hazard insurance pursuant to this Declaration and insurance premiums for liability insurance protecting the Board, officers and the Declarant for any mistake of judgment or for any other acts or omissions of any nature whatsoever as such Declarant, Board member or officer, except for any acts or omissions found by a court to constitute gross negligence or actual fraud. Unit Owners and the Association shall indemnify and hold harmless the Declarant, the Board and the officers and their respective heirs, executors, administrators, successors and assigns.

D. To pay bills, if any, related to the management of the affairs and maintenance of the Association.

E. To pay the fees of any Management Agent that the Association may employ to manage the affairs of the Association.

F. To pay such other reasonable and necessary expenses of the Association required by or reasonably related to effectuating the rights, duties and responsibilities of the Association as provided by the Act, this Declaration or the Bylaws.

Section 4.07. Creation of Lien. The Association shall have a lien on a Unit for any Common Expense assessment or Imposition, including fines imposed against the Unit Owner, and such lien may be foreclosed by judicial action and shall have priority as to all other liens and encumbrances on a Unit except (a) liens and encumbrances recorded before the recordation of the Declaration, (b) a first mortgage or deed of trust recorded before the date on which the Common Expense assessment or Imposition

sought to be enforced became delinquent; and (c) liens for real estate taxes and other governmental assessments or charges against the Unit. The Recording of this Declaration constitutes record notice and perfection of the lien, and no further recordation of any claim of lien for Common Expense assessments or Impositions is required. The lien for unpaid Common Expense assessments or Impositions is extinguished unless proceedings to enforce the lien are instituted within SIX (6) years after the date the lien for same becomes effective (i.e., due and unpaid). Such lien shall bear interest at the Delinquency Interest Rate, together with any reasonable late charge established by the Board and all costs, including reasonable attorney's fees in the collection thereof or in the enforcement of the lien.

Section 4.08. Personal Obligation. The Common Expenses and other Impositions, together with such interest, attorney's fees and costs shall also be the personal obligation of the Person who was the Unit Owner at the time same became due. Such personal obligation shall not pass to successors in title unless expressly assumed by them. The Association may bring an action at law against the Unit Owner personally obligated to pay same. If the lien is not paid prior to any sale or transfer of the encumbered Unit, then the lien shall remain against the Unit and shall be payable by the new Unit Owner thereof.

Section 4.09. Separate Real Estate Taxes. Real estate taxes shall be separately taxed to each Unit Owner for his Unit and the Private Elements and Limited Common Elements appurtenant thereto. 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 his equal share thereof.

Section 4.10. Separate Utility Charges. Utility services for Units shall be separately metered, and all utility charges for the Units shall be assessed to and shall constitute the sole responsibility of the respective Unit Owners thereof. If such utility charges are not separately metered and charged to each Unit Owner but rather are charged on the Property as a whole, then each Unit Owner shall pay his equal share thereof.

Article 5. Use of Common Elements

Section 5.01. Common Elements. Each Unit Owner shall have the right and easement to use the Common Elements, except for Private Elements and Limited Common Elements, in common with all other Unit Owners and as may be required for the purposes of access, ingress, egress, use, occupancy and enjoyment of the Unit owned by such Unit Owner.

Section 5.02. Private Elements. Each Unit Owner shall have the right to the exclusive ownership, use and possession of the Private Elements appurtenant to his Unit.

Section 5.03. Limited Common Elements. Each Unit Owner shall have the right

and easement to the use, benefit, occupancy and enjoyment of the Limited Common Elements serving the appurtenant Unit alone.

Section 5.04. Delegation of Rights. Such rights to use the Common Elements, Private Elements and the Limited Common Elements shall extend not only to each Unit Owner but also to his family members, invitees, agents, representatives, tenants and licensees.

Section 5.05. Declarant Use. During the Development Period, the Declarant and its agents, employees, contractors and subcontractors, and their respective agents and employees, shall be entitled to such access, ingress to and egress from the Units, their Private Elements and the Property as may be required for purposes of the construction and sale of Units. While the Declarant owns any Unit(s), the Declarant and its employees and agents, may use and show any unsold or unoccupied Unit as a model Unit and may use such unoccupied Unit as a construction or sales office.

Section 5.06. Limitation on Use. The rights to use the Units, Private Elements, Common Elements, Limited Common Elements, the Property or any portion thereof as provided for in this Declaration shall be subject to and governed by the provisions of the Act, this Declaration, Bylaws and Rules and Regulations adopted by the Board from time to time.

Article 6. Alterations and Improvements

Section 6.01. Common Elements. No Unit Owner shall make any alteration, addition or improvement to, or place any Improvement upon the Common Elements, or any portion thereof, without the prior written approval of the Declarant, during the Development Period, and thereafter, the Board. The Declarant, during the Development Period, and thereafter, the Board may authorize and charge as part of the Common Expenses any such alteration, addition or improvement.

Section 6.02. Units, Private Elements and Limited Common Elements. Unit Owners shall be permitted to make any alteration, addition or improvement to the interior of his Unit without the prior written approval of the ARC for so long as such alteration, addition or improvement does not impair the structural integrity or mechanical systems thereof. However, such Unit Owner shall be responsible for any damage to other Units, the Private Elements and Limited Common Elements appurtenant thereto, the Common Elements, the Property or any part thereof resulting from such alteration, addition or improvement. After the original construction of the Unit, any alteration, addition, improvement or maintenance made by a Unit Owner to the exterior of his Unit, its Private Elements and the Limited Common Elements attributable thereto: (a) shall be in strict conformity with the Architectural Guidelines and design of the Unit as originally constructed and shall be compatible with other improvements constructed on the Property as determined by the ARC in its sole discretion; and (b) shall not be constructed, placed, or

maintained on the Property until the Plans and specifications therefor showing the nature, kind, shape, height, materials, color, location and any other information required by the ARC have been submitted to and approved in writing by the Declarant, during the Development Period, and thereafter, the ARC. Notwithstanding the foregoing, Unit Owners may not alter (increase or decrease) the size of the deck or patio of the Unit without the written approval by the Declarant, during the Development Period, and thereafter, the ARC.

Section 6.03. Limited Effect of Plan Approval. The approval by the Declarant, during the Development Period, and thereafter, the ARC of a Unit Owner's Plans for the construction of an Improvement is not intended to be an approval of the structural stability, integrity or design of a completed improvement, the safety of any component tin this Declaration, or the compliance thereof with Davidson County regulatory requirements or any federal, state or local law, regulation or ordinance. This approval by the Declarant, during the Development Period, and thereafter, the ARC is required solely for the purpose of insuring compliance with the covenants contained in this Declaration and to insure the harmonious and orderly architectural and aesthetic development and improvement of the Property. Notice is hereby given to any future Unit Owner, occupant and all invitees and other persons who may from time to time enter such completed Improvement that no permission or approval granted by the Declarant, the Board, the ARC, or the Association with respect to the construction of any Improvement pursuant to this Declaration shall constitute or be construed as an approval of the structural stability, integrity or design of a completed Improvement, the safety of any component tin this Declaration or the compliance thereof with Davidson County regulatory requirements or any federal, state or local law, regulation or ordinance. As such, no liability shall accrue to the Declarant, the Board, the ARC, or to the Association in the event that any such construction shall subsequently prove to be defective or not in compliance with such requirements.

Section 6.04. Declarant / Association. Improvements made and work performed by the Declarant or Association shall not be subject to the provisions of this Article. Notwithstanding anything to the contrary set forth elsewhere in this Declaration, Declarant and the Association shall not be responsible for the maintenance, repair and replacement of any construction, installation, alterations or additions not made in compliance with the provisions of this Article.

Article 7. Use and Occupancy Restrictions

Section 7.01. General. The following restrictions on the use and occupancy of the Property, or any part thereof, are made a part of this Declaration to which each Unit Owner shall be subject.

Section 7.02. Residential Unit. Each Unit shall only be used for residential purposes and purposes incidental and necessary thereto consistent with this Declaration, and not otherwise. The foregoing restriction shall not, however, be

construed in such a manner as to prohibit a Unit Owner from: (i) keeping his personal business or professional records or accounts; or (ii) handling his personal business or professional calls or correspondence from his Unit. Such uses are expressly declared customarily incident to the principal residential use and not in violation of said restriction. Further, the foregoing restriction shall not preclude real estate sales offices and construction trailers from being maintained on the Property by or on behalf of the Declarant for purposes of construction, development, and sale of the Property and the Units located or to be located thereon.

Section 7.03. Unit Leasing. Nothing in this Declaration shall prevent the leasing of any Unit and the Improvements thereon by the Owner thereof for residential purposes.

Section 7.04. Good Condition and Order. Each Unit Owner shall maintain his Unit and the Private Elements and Limited Common Elements appurtenant thereto in good condition and in good order and repair, at his own expense. Each Unit Owner shall not do or allow anything to be done or kept within his Unit, the Private Elements and Limited Common Elements appurtenant thereto or the Common Elements which may increase the cost or cause the cancellation of insurance on other Units, the Private Elements and Limited Common Elements appurtenant thereto or the Common Elements.

Section 7.05. Nuisances. No unlawful, noxious or offensive activities shall be carried on or in any Unit, the Private Elements and Limited Common Elements appurtenant thereto; the Common Elements; or elsewhere within the Property. Nothing shall be done tin this Declaration or thereon, which may be or may become a nuisance, or which shall in the judgment of the Declarant, during the Development Period, and thereafter, the Board, cause unreasonable noise and disturbance to others.

Section 7.06. Animals. No animals, livestock or poultry of any kind shall be raised, bred or kept on or within the Property; except that dogs, cats or other household pets not to exceed a total of two (2) may be kept, provided they are confined to the Units, the Private Elements and Limited Common Elements appurtenant thereto. However, such dogs, cats or other household pets shall not be kept, bred or maintained for any commercial purposes, and they shall not be kept in such numbers as to become a nuisance to others. It is the responsibility of the pet owner to clean and dispose of any waste produced by the pet. Further, such dogs, cats or other household pets shall be kept in strict accordance with any Rules and Regulations relating to household pets from time to time may be adopted by the Association.

Section 7.07. Garbage Disposal. The Property shall not be used or maintained as a dumping ground for rubbish. Trash, garbage, or other waste shall not be kept except in sanitary containers and shall be disposed of in a clean and sanitary manner. Garbage shall be disposed of by the individual Unit Owner and said Unit Owner shall

utilize Metro-Nashville Davidson County trash services or the third-party garbage and trash collection and disposal company provided by the Association, until such time as the Association determines to relinquish said responsibility. No garbage cans, trash containers, recycling bins nor any other such garbage receptacle shall be permitted in public view except for a twenty-four (24) hour period surrounding the designated date and time for pickup as set by the provider of said service and unless stored in structures approved by the Architectural Review Committee.

Section 7.08. Clotheslines and Lighting. No clotheslines, clothes hanging devices or the like upon any Unit or its Private Elements shall be permitted. Outside lights at eaves and door entrances, flood lights and spotlights shall be permitted; provided, however, these lights must be adjusted so that the rays of any beam or floodlight shall not interfere with neighboring Units and their Private Elements. Exterior flashing lights or spot/flood lights on the exterior that shine on or into adjacent Units and their Private Elements shall be prohibited. Walkway, driveway or landscape lighting shall be of low intensity. Seasonal decorative lighting shall be permitted only during the holiday season. Any lighting inconsistent with these restrictions must be approved by Declarant, during Development Period, and thereafter, the Board.

Section 7.09. Codes. Each Unit Owner shall observe all governmental building codes, health restrictions, zoning restrictions, and other regulations applicable to his Unit and its Private Elements. In the event of any conflict between any provision of such governmental code, regulation or restriction and this Declaration, the more restrictive provision shall apply.

Section 7.10. Parking and Vehicles. All vehicles must be parked in designated parking spaces located upon the Common Elements, or other areas authorized in writing by the Declarant, during the Development Period, and thereafter, the Board, and shall not be parked on any lawn, yard or private street, except for the designated parking spaces located upon the Common Elements. There shall also be designated parking spaces located upon the Common Elements, which shall be utilized for guest parking as well as special parking permits issued by the Declarant, during the Development Period, and thereafter, the Board. Parking upon any public streets or dedicated right-of-ways of the Property shall be in compliance with applicable laws, ordinances, codes, and regulations of Davidson County. The Declarant, during the Development Period, and thereafter, the Board may also adopt reasonable rules and regulations regarding parking within the Property, which shall be in compliance with this Section.

No vehicle that does not have a current license tag or is inoperable may be parked on or within the Property. In addition, no vehicle may be parked upon or within any portion of the Property for a period of thirty (30) consecutive days or more without being driven during said period, unless prior written permission has been obtained from the Board of the Association. Boats, trailers, jet-skis and trailers for same, panel trucks, buses, trucks with a load capacity of one (1) ton or more, vans (excluding vans

used by handicapped persons, mini-vans or sport utility vehicles used as passenger vehicles and receiving a "cars" or "passenger vehicle" classification by the Tennessee Department of Motor Vehicles), recreational vehicles (RVs and motor homes), vehicles used primarily for commercial purposes, and vehicles with commercial writings on their exteriors are also prohibited from being parked upon any portion of the Property, except in areas, if any, that may be designated by the Board as parking areas for particular types of vehicles. Notwithstanding the above, trucks, vans, commercial vehicles and vehicles with commercial writings on their exteriors shall be allowed temporarily on the Common Element during normal business hours for the purpose of serving any Unit or the Common Element; provided, however, no such vehicle shall remain on the Common Element overnight or for any purpose unless prior written consent of the Board is first obtained. Notwithstanding any provision to the contrary above, all emergency response and local, state, and federal law enforcement vehicles may be parked on the Property so long as they are either owned by an Owner or occupant or they are parked on the Property in furtherance of emergency response or law enforcement purposes.

If any vehicle is parked on any portion of the Property in violation of this subsection or in violation of the Association's rules and regulations, a Board member or other agent of the Association may place a notice on the vehicle specifying the nature of the violation and stating that after twenty-four (24) hours the vehicle may be towed or booted. The notice shall include the name and telephone number of the person or entity that will do the towing or booting and the name and telephone number of a person to contact regarding the alleged violation. If twenty-four (24) hours after such notice is placed on the vehicle the violation continues or thereafter occurs again within six (6) months of such notice, the Declarant, during the Development Period, and thereafter, the Board or other agent of the Association may have the vehicle towed or booted in accordance with the notice, without further notice to the Unit Owner or user of the vehicle. If a vehicle is parked in a fire lane or a space designated for handicapped parking, is blocking another vehicle or access to another parking space, is obstructing the flow of traffic, is parked in a parking space which has been assigned as exclusively serving another Unit, or otherwise creates a hazardous condition or is an obstruction to the safety or health of other persons on the Property, no notice shall be required and the Declarant, during the Development Period, and thereafter, the Board or agent of the Association may have the vehicle towed immediately. If a vehicle is towed or booted in accordance with this subsection or if a vehicle is seized or towed by any other Person that is not an employee or agent of the Association, then neither the Association nor any officer or agent of the Association shall be liable to any person for any claim of damage as a result of the seizure or towing activity. Also, the Association, and its officers or agents, shall not be liable for any vehicle that is stolen or otherwise unlawfully removed from property within the Property by a third party. Notwithstanding anything to the contrary in this Declaration, the Declarant, during the Development Period, and thereafter, the Board may elect to impose fines or use other available sanctions under the rules and regulations or remedies at law or in equity, rather than exercise its authority to tow

or boot.

Section 7.11. Use of Common Elements. The Common Elements shall be used by Unit Owners and their family members, invitees, agents, representatives, tenants and licensees for such purposes incidental to the use of the Units, provided, however, areas designed for a specific use shall be used for the purposes so designated as approved by the Declarant, during the Development Period, and thereafter, the Board. The use, maintenance and operation of the Common Elements shall not be obstructed, damaged or unreasonably interfered with by any Unit Owner.

Section 7.12. Personal Property. Articles of personal property belonging to any Unit Owner and their family members, invitees, agents, representatives, tenants and licensees, such as bicycles, wagons, toys, furniture, clothing and other articles shall be stored or kept in the Unit.

Section 7.13. Additional Prohibited Activities. The Declarant, during the Development Period, and thereafter, the Board may from time to time reasonably prohibit certain activities on or within the Property and such prohibition shall be final and binding on all Unit Owners.

Section 7.14. Binding Determination. In the event of any dispute or disagreement between any Unit Owners relating to the Property, the use, right to use or maintenance of any Common Elements, or any other questions of interpretation or application of the provisions of this Declaration or the Bylaws, the determination thereof by the Declarant, during the Development Period, and thereafter, the Board shall be final and binding on each and all such Unit Owners and Occupants.

Section 7.15. Basketball Goals. Portable basketball hoops, permanent basketball hoops, backboards and poles shall not be permitted to be installed upon any Private Element within the Property, unless prior approval has been obtained from the Declarant, during the Development Period, and thereafter, the Board. Basketball hoops attached or affixed to the residence shall not be permitted upon any portion of the Property.

Section 7.16. Guns. The discharge of firearms within the Property is prohibited. The term "firearms" includes "B-B" guns, pellet guns, and other firearms of all types.

Section 7.17. Antennas and Satellite Dishes. All television antennas, satellite dishes, dishes which receive video programming services via multipoint distribution services and any other device used for the reception of television broadcast signals, direct broadcast satellite services or multi-channel multipoint distribution (wireless cable) services must be twenty-four (24) inches or less in diameter, must be located to the rear of the Unit or Private Element and not visible from the street (unless such location would preclude reception of an acceptable quality signal). Television antennas must be located to the rear of the roof ridgeline, cable or centerline of the principal dwelling. Freestanding antennas must be attached to and located behind

the rear wall of the main residential structure. No antenna may be erected on a wooden pole. Any deviation from this policy must be approved in advance by the Declarant, during the Development Period, and thereafter, Board of Directors. To the extent that any of the foregoing provisions of this Declaration or provisions of the rules and regulations adopted by the Declarant, during the Development Period, and thereafter, the Board with respect to satellite dishes and antennas is not permitted under the Federal Communications Commission ("**FCC**") rules and regulations, the remaining portion of this Section shall survive independently to the extent permissible under the FCC rules and regulations.

Section 7.18. Playground Equipment. No playground equipment shall be allowed to be erected or located upon any Common Element or Private Element within the Property.

Section 7.19. Artificial Vegetation; Yard and/or Outdoor Decorations. No artificial vegetation shall be permitted on the exterior of any portion of the Property. No decorative appurtenances, including, but not limited to, sculptures, birdhouses, birdbaths, fountains or other similar decorative embellishments shall be placed on or in any front yard or on any part of the Private Element visible from any street, unless the placement and design of such embellishments has been approved by the Declarant, during the Development Period, and thereafter, the Board.

Section 7.20. Window Treatments. Any drapes or window treatments in any Unit which can be seen from the exterior of a Unit shall be lined or backed with material which is white, off-white or neutral so that no other color other than these in this Declaration above set out can be seen on the window treatment from the exterior, except as may be approved by the Architectural Review Committee.

Section 7.21. Signs. No sign of any kind shall be erected or placed within the Property without the written consent of the Declarant, during the Development Period, and thereafter, the Board of Directors, except (i) that a Unit Owner may place one (1) sign on such Unit Owner's Unit Pad advertising the sale thereof; (ii) for political or campaign posters or signs as permitted pursuant to under the "Tennessee Freedom of Speech Act of 2017" as codified under Tennessee Code Annotated section 2-7-143, as may be subsequently amended, or any other applicable federal, state, or local laws; and (iii) as otherwise permitted with respect to Declarant. Notwithstanding the foregoing, the Declarant, during the Development Period, and thereafter, the Board of Directors shall have the right to erect signs as it, in its sole discretion, deems appropriate.

Article 8. Maintenance

Section 8.01. Common Elements and Limited Common Elements. Except as otherwise provided in this Declaration, maintenance of, repairs to and replacements within the Common Elements and Limited Common Elements, including exterior

surfaces and landscaping, shall be the responsibility of and shall be furnished by the Association, the cost of which shall be part of the Common Expenses assessed to and paid by all Unit Owners. The Association shall also be responsible for the maintenance of, repairs to and replacements within the Limited Common Elements that are appurtenant to two or more Units.

Section 8.02. Units and Private Elements. Each Unit Owner, at his own expense, shall furnish and be responsible for all maintenance of, repairs to and replacements within his Unit as well as to the Private Elements. If any Unit Owner fails to maintain, repair or replace any items required in this Declaration to be maintained, repaired or replaced by said Unit Owner, then the Association shall have the right, but not the duty, in its sole discretion, to carry out such maintenance, repair or replacement, the cost of which shall be added to and become a part of the Common Expense attributable to such Unit.

Section 8.03. Unit Owner Responsibility for Damage. If the negligent act or inaction of a Unit Owner or of his family members, invitees, agents, representatives, tenants, licensees or household pet causes damage to or necessitates the maintenance, repair or replacements of the Common Elements, which would otherwise be a part of the Common Expenses, then such Unit Owner shall pay for such damage or such maintenance, repair and replacement, as may be determined by the Declarant, during the Development Period, and thereafter, the Board, to the extent not covered by the Association's insurance. If the act or inaction of a Unit Owner or of his family members, invitees, agents, representatives, tenants or licensees that causes damage to or necessitates the maintenance, repair or replacements of Common Elements is intentional, reckless or grossly negligent, then such Unit Owner shall pay for such damage or maintenance, repair and replacement as may be determined by the Declarant, during the Development Period, and thereafter, the Board irrespective of the extent of the Association's insurance coverage.

Section 8.04. Decorations and Cleaning. Each Unit Owner, at his own expense, shall furnish and be responsible for all decorating and routine cleaning and maintenance within his Unit, as may be required from time to time, including painting, wallpapering, washing, cleaning, paneling, carpeting, floor covering, draperies, window shades and curtains, lighting/plumbing fixtures and other furnishings/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. 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, at his sole expense, to decorate such interior surfaces from time to time as he may see fit. All windows, doors and screens, including storm windows and doors, forming part of a perimeter wall of a Unit shall be cleaned and washed, and any damage thereto repaired, at the expense of the Unit Owner of that Unit.

Article 9. Remedies and Enforcement

Section 9.01. General. In the event of any violation of the provisions of the Act, this Declaration, the Bylaws and/or the Rules and Regulations of the Association by any Unit Owner by his own conduct or by the conduct of any family member, invitee, agent, representative, tenant or licensee, the Association, its successors or assigns, any Unit Owner aggrieved thereby and the Declarant shall have each and all of the rights and remedies which may be provided for in this Declaration, the Bylaws, the Rules and Regulations and any right that may be available at law or in equity. The Association, its successors or assigns, and the Declarant may prosecute an action or other proceeding against such defaulting Unit Owner and/or others for the enforcement of any right or remedy; the enforcement of any lien; for damages, injunction or specific performance; for judgment for payment of money and collection thereof; for any combination of remedies; or for any other relief available and appropriate. Any action in tort or contract alleging wrongdoing by the Association must be brought against the Association and not against any Unit Owner.

Section 9.02. Violation and Non-compliance Fines. In the event of any violation of the provisions of the Act, this Declaration, the Bylaws or the Rules and Regulations of the Association by any Unit Owner or any family member, invitee, agent, representative, tenant or licensee of his Unit, the Declarant, during the Development Period, and thereafter, the Board or an authorized agent thereof shall give written notice to the Unit Owner of such non-compliance and the basis therefor. If the violation or non-compliance is not brought into compliance or a satisfactory resolution is presented in writing by the Unit Owner and accepted by the Declarant, during the Development Period, and thereafter, the Board within TEN (10) business days of the delivery of this written notice, then the Declarant, during the Development Period, and thereafter, the Board shall be authorized: (a) to assess reasonable fines related to the violation and/or non-compliance; and/or (b) to make the necessary corrections or to take necessary action to achieve compliance at the Unit Owner's expense. In the event of multiple or continuing violations, fines may be assessed against the Unit Owner without further notice or opportunity to cure, and the Declarant, during the Development Period, and thereafter, the Board may make the necessary corrections or to take necessary action to achieve compliance at the Unit Owner's expense.

Section 9.03. Enforcement Costs. All expenses of the Association and the Declarant in connection with any such actions or proceedings, including court costs and reasonable attorney's fees and other fees and expenses and all damages, liquidated or otherwise, together with interest thereon at the Delinquency Interest Rate or such other uniform lawful rate as the Declarant, during the Development Period, and thereafter, the Board shall determine, until paid, shall be charged to, assessed against and paid by such defaulting Unit Owner. All such expenses of the Association, if not paid, shall be added to and deemed part of the Unit Owner's respective share of the Common Expenses, and the Association shall have a lien on the Unit and the Private Elements and Limited Common Elements appurtenant

thereto.

Section 9.04. No Waiver. The failure by the Declarant, the Board or any Unit Owner to enforce any covenant, restriction or Rule and Regulation provided in this Declaration, the Bylaws or the Act shall in no event be deemed a waiver of the right to do so thereafter.

Article 10. Declarant and Development Rights

Section 10.01. General. In addition to all other rights reserved by or otherwise provided in favor of the Declarant in this Declaration, as may be amended from time to time, and the Act, the Declarant during the Development Period, shall have the following rights:

A. To complete Improvements indicated on Site Plan and Plans filed with this Declaration, as may be amended from time to time.

B. To add real property to the Property subjecting same to the Horizontal Property Regime created hereby, or to withdraw real property from the Property removing same from this Horizontal Property Regime and the covenants, restrictions and conditions created hereby.

C. To create, add, withdraw, modify, alter or redefine Units or Common Elements comprising the Horizontal Property Regime; to subdivide Units or convert Units into Common Elements; and to allocate Limited Common Elements to specific Units.

D. To make the Horizontal Property Regime part of a larger planned community or to make the Horizontal Property Regime subject to any other master association.

E. To grant licenses to Persons who are not Unit Owners to use portions of the Common Elements, subject to an obligation to pay an equitable share of the Common Expenses attributable to such licensed Common Elements.

F. To maintain sales and carry on upon portions of the Property, including any Unit, such facilities and activities as, in the sole opinion of Declarant, may be reasonably required, convenient, or incidental to the construction or sale of such Units, including, but not limited to, business offices, signs, model homes, and sales offices or trailers, and the Declarant shall have an easement for access to such facilities. The right to maintain and carry on such facilities and activities shall include specifically the right of Declarant to use designated portions of the Common Elements and Units owned by the Declarant as models and sales offices or trailers, respectively.

Any or all of the special rights and obligations of the Declarant set forth in this

Declaration or its Bylaws may be transferred or assigned in whole or in part to any other Person, provided that the transfer shall not reduce an obligation nor enlarge a right beyond that contained in this Declaration, and provided further, no such transfer shall be effective unless it is in a written instrument signed by the Declarant and duly recorded in the Register's Office of Davidson County, Tennessee.

No Person shall (1) institute legal or equitable proceedings involving the alleged defective design or construction of any Unit, structure, infrastructure, or other improvements within the Property or (2) retain an expert for the purpose of inspecting the design or construction of any Unit, structure, infrastructure, or other improvements within the Property in connection with or in anticipation of any potential or pending claim, demand, or litigation involving such design or construction, unless Declarant has been first notified in writing and given an opportunity to meet with the Unit Owner to discuss the Unit Owner's concerns and conduct their own inspection(s). Declarant reserves the right for themselves and others designated to inspect, monitor, test, redesign and correct any Unit, improvement or condition which may exist on any portion of the Property, including the Units and Common Elements, and a perpetual easement of access through the Property for such purposes. No entry into a Unit shall be permitted without the express consent of the Unit Owner. Any Person exercising this right shall promptly repair, at such Person's expense, any damage resulting from the exercise thereof.

So long as Declarant continues to have rights under this Section, no Person shall record any declaration of covenants, conditions and restrictions, or similar instrument affecting any portion of the Property without Declarant's review and written consent thereto, and any attempted recordation without compliance herewith shall result in such declaration of covenants, conditions and restrictions, or similar instrument being void and of no force and effect unless subsequently approved by recorded consent signed by the Declarant.

Section 10.02. Rights Reserved. In addition to any rights reserved elsewhere in this Declaration, the right and easement of use and enjoyment of the Common Elements provided for by this Declaration shall be subject to:

A. The right of the Declarant and thereafter the Association to suspend the use and enjoyment rights of any Unit Owner for any period during which any Common Expense, Imposition or other duly levied charge remains unpaid and for such period of time as it considers appropriate for any infraction of the Associations published Rules and Regulations.

B. The right of the Declarant and thereafter the Association to charge reasonable fees for the use of any part or parts of the Common Elements or other amenity owned by the Association or otherwise available for use by the Unit Owners.

C. The right of the Declarant and thereafter the Association, at its sole expense, to construct, expand, enlarge or relocate sewers, utility lines or service connections in order to serve the existing Units.

D. The right of the Declarant and thereafter 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 Units.

E. The right of the Declarant and thereafter the Association to subject the Property to such cross easements for ingress, egress, access and utilities as may be necessary or as may be required by appropriate governmental agency/authority to serve the Property and Units.

Article 11. Rights and Obligations

Section 11.01. General. Each grantee of a Unit, by the acceptance of a deed of conveyance, accepts the same subject to all restrictions, conditions, covenants, reservations, liens and charges and subject to the jurisdiction, rights and powers created or reserved by this Declaration and the Bylaws. All present and future Unit Owners shall be subject to and shall comply with the provisions of this Declaration and the Bylaws. All restrictions, conditions, covenants, liens, reservations, charges, rights, benefits and privileges hereby imposed: (a) shall be deemed and taken to be covenants running with the land; (b) shall bind any Person having at any time any interest or estate in said land; and (c) shall be binding upon and inure to the benefit of such Person 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.

Section 11.02. Bylaws. All present and future Unit Owners of a Unit shall be subject to and shall comply with the provisions of the Bylaws attached hereto and recorded herewith, as they may be amended from time to time. The acceptance of a deed of conveyance or devise or the entering into occupancy of any Unit shall constitute an agreement that the provisions of the By- laws and any Rules and Regulations, as may be amended from time to time, are assumed, accepted and ratified by such Unit Owner. All 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.

Section 11.03. Mortgagee. The terms and conditions of this Declaration, the By-laws and the Rules and Regulations of the Association may be incorporated by reference in and become part of the agreement between any Mortgagee of a Unit and any present or future Unit Owner who enters into such an agreement with a Mortgagee of his Unit. When so incorporated, any default in the terms and conditions

of this Declaration, the Bylaws and the Rules and Regulations may be considered by the Mortgagee of a Unit as a default, whereupon said Mortgagee after exercising its option to declare a default shall then have all of the rights and privileges arising as a result of a default under its agreement with said Unit Owner.

Article 12. Mortgagee Rights and Protections

Section 12.01. Actions Requiring Mortgagee Approval. Except as otherwise provided in the Act, without the prior written consent at least fifty-one percent (51%) of all recorded first Mortgagees of Units or beneficiaries thereunder (based upon one vote for each Unit upon which a Mortgage is owned), who have requested such notice, the Association shall not be entitled to:

A. By act or omission, seek to abandon or terminate the Horizontal Property Regime established hereby or to seek to abandon or terminate the restrictions in this Declaration.

B. Change the formula for determining each Unit's Common Expense Liability or allocating distributions of hazard insurance proceeds or condemnation awards.

C. By act or omission, seek to abandon, partition, subdivide, encumber, sell or transfer the Common Elements; provided that, the granting of easements for public utilities or for other public purposes consistent with the intended use of the Common Elements by the Property shall not be deemed to transfer within the meaning of this clause.

D. Use hazard insurance proceeds for losses to any Common Element for other than the repair, replacement or reconstruction of such Improvements, except as provided by statute.

Section 12.02. Voting Rights. In addition to the required Votes of the Unit Owners necessary to approve a proposed amendment as set forth in this Declaration, unless a higher percentage Vote is required elsewhere in this Declaration or by the Act, written consent of at least fifty-one percent (51%) of all recorded first Mortgagees of Units or the beneficiaries thereunder (based upon one vote for each Unit upon which a Mortgage is owned), who have requested such notice, shall be required to approve any amendment to this Declaration or the Bylaws which would materially affect or change:

A. A Unit Owners' voting rights, rights to use Common Elements or the right to sell or transfer a Unit.

B. The method of assessment of Common Expenses or the priority of the lien of the Association for unpaid Common Expenses, Impositions or other duly levied charges.

C. The boundaries of a Unit or the method of determining when property will be reconstructed or repaired in the event of partial destruction or the conversion of a Unit to Common Elements or vice versa.

D. Any provision of this Declaration which expressly benefits any Mortgagee, insurer or guarantor.

Section 12.03. Insurance Policy. Mortgagees shall have the right, upon written request, to receive notice from the Association of any lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Association.

Section 12.04. Condemnation and Casualty Loss. Mortgagees shall be entitled to timely written notice of any condemnation or casualty loss that affects either a material portion of the Common Elements or the Unit securing the Mortgagee's Mortgage, and no Unit Owner or any other party shall have priority over any rights of Mortgagees in the case of a distribution to Unit Owners of insurance proceeds or condemnation awards related to Units and/or Common Elements.

Section 12.05. Mortgagee Consent. Mortgagees shall also have the right, upon written request, to receive written notice from the Association of any proposed action that requires the consent of a specified percentage of Mortgagees.

Section 12.06. Mortgagor Default. Mortgagees, upon written request, shall be notified by the Association in writing of any default by the mortgagor of a Unit in the performance of such mortgagor's obligations under the Property documents which is not cured within sixty (60) days from the date of such default.

Section 12.07. Unit Disposition. This Horizontal Property Declaration, the Bylaws or any other constituent documents of the Property shall not impair the rights of any Mortgagee to: (a) foreclose or take title to a Unit pursuant to remedies provided in the Mortgage; (b) accept a deed (or assignment) in lieu of foreclosure in the event of default by a mortgagor; or (c) sell a Unit acquired by the Mortgagee.

Section 12.08. Reserve Fund. Common Expenses shall include an adequate reserve fund for maintenance, repair and replacement of those Common Elements, if any, that must be replaced on a periodic basis and shall be payable in regular installments rather than by Special Assessments.

Section 12.09. General Notice. Mortgagees shall request notice of the matters set forth in this Declaration by making written request to the Association upon becoming a Mortgagee hereunder and requesting that the name and address of such Mortgagee and the Unit so encumbered be identified by the records of the Association to be established and maintained pursuant to the By-laws. Any notice requesting approval of any Mortgagee as required in this Declaration shall advise said Mortgagee that failure to respond within sixty (60) days of said notice shall be deemed to be approval by said Mortgagee of the matter for which approval is being sought.

Article 13. Easements and Encroachments

Section 13.01. Common Elements. Each Unit Owner shall have a perpetual and non-exclusive easement for ingress and egress to his Unit and in, upon, over, under, across and through the Common Elements.

Section 13.02. Public and Private Utilities. Easements for installation and maintenance of public and private utilities and drainage facilities are reserved as shown on the Site Plan and as otherwise shown by the public records. A blanket, perpetual and non-exclusive easement in, upon, over, under, across and through the Common Elements, including over, under and across the Private Elements and Limited Common Elements, for the purpose of the installation, maintenance, repair, service and replacement of all sewer, water, stormwater drainage, power, telephone, cable television systems pipes, lines, mains, conduits, poles or transformers as well as any and all other equipment or machinery necessary or incidental to the proper functioning of any utilities systems servicing the Property is hereby reserved, which easement shall be for the benefit of the Declarant, the Association and any governmental agency, utility company or other entity (public or private) which requires same for the purpose of furnishing one or more of the foregoing services.

Section 13.03. Declarant. During the Development Period, an easement is reserved to Declarant in, upon, over, under, across and through the Common Elements, including the Private Elements and the Limited Common Elements, in order to maintain such facilities and perform such operations as in the sole opinion of the Declarant may be reasonably required, convenient or incidental to the construction and maintenance of the Units, the Private Elements, the Limited Common Elements and the Common Elements, including, without limitation, a business or sales office, storage area, construction yards and signs.

Section 13.04. Encroachment. If any portions of the Common Elements, including the Limited Common Elements, shall actually encroach upon any Unit or its Private Elements, or if any Unit or its Private Elements shall actually encroach upon any portions of the Common Elements as shown on the Site Plan due to engineering errors, errors in original construction, settlement or shifting of a Building or any similar cause, there shall be deemed to be mutual easements in favor of the respective Unit Owners involved to the extent of such encroachments so long as same exists; provided, however, in no event shall an easement for encroachment be created in favor of a Unit Owner, if said encroachment occurred due to the willful act of said Unit Owner.

Section 13.05. Association. A blanket, perpetual and non-exclusive easement of unobstructed ingress and egress in, upon, over, across and through the Common Elements, including the Private Elements and the Limited Common Elements, is hereby reserved to the Association, the Board, Managing Agent or their respective agents or employees for the purpose of maintaining, repairing, and replacing the

Common Elements, the Limited Common Elements or any equipment, facilities or fixtures affecting or servicing or the Common Elements as well as to remedy any violations of the provisions of this Declaration, the Bylaws or any Rule and Regulation of the Association; provided that requests for entry are made in advance and that any such entry is at a time reasonably convenient to the Unit Owner. In the case of an emergency or the Unit Owner's uncooperative or untimely response to such request, the right of entry shall be immediate, whether the Unit Owner is present at the time or not.

Section 13.06. Federal, State and Local Entity. An easement is hereby established for the benefit of any applicable federal, state or local entity over all portions of the Property for the setting, removing and reading of water meters; for maintaining and replacing water, sewage and drainage facilities; for police protection, firefighting and garbage collection; and the rendering of such other services as are appropriate and necessary for the use and enjoyment of the Property. In no case shall any such entity be responsible for failing to provide any such emergency or regular fire, police or other public service to the Property or to any of its occupants, when such failure is due to the lack of access to such area as a result of inadequate design or construction, blocking of access routes, or any other factors within the control of the Declarant, the Association or any Unit Owner.

Section 13.07. Entrance Signage and Landscaping Easement. The Declarant reserves the right to build the entrance signage and landscaping at the entrance(s) for the Property, together with any utility or water lines serving the entrance features. Once constructed, the entrance sign and landscaping and utility or water lines shall become the property of the Association, together with the sole liability for maintenance, repair and replacement thereof. The Declarant reserves all rights of ingress and egress onto said Common Elements as may be necessary to construct said entrance signage. Additionally, the Association shall have an easement over any portion of a Unit on which any entrance feature, including, but not limited to, the Property sign and landscaping are located, including utility and waterlines across the Unit to the entrance features.

Article 14. Insurance and Reconstruction

Section 14.01. Common Elements and Limited Common Elements. The Board shall have the authority to and shall obtain insurance for the Common Elements (exclusive of the Units and the Private Elements appurtenant thereto), against loss or damage by fire, vandalism, malicious mischief and such other hazards as are covered under standard extended coverage provisions for the full insurable replacement cost of the Common Elements and against such other hazards and for such amounts as the Board may deem advisable. Insurable replacement cost shall be deemed the cost of restoring the Common Elements, or any part thereof, to substantially the same condition in which they existed prior to damage or destruction. Such insurance coverage shall be written in the name of the Association, and the

proceeds thereof shall be payable to the Board, as the trustee for the Association, and the policy shall include a standard mortgage clause or equivalent endorsement. The policy of insurance shall be a "blanket" or "master" type of policy and should also contain, if possible, a waiver of subrogation rights by the insurer against individual Unit Owners. The premiums for such insurance shall be a Common Expense.

Section 14.02. Units, Private Elements and Limited Common Elements. EACH UNIT OWNER SHALL BE RESPONSIBLE FOR OBTAINING INSURANCE FOR THAT UNIT OWNER'S UNIT, PRIVATE ELEMENTS, AND LIMITED COMMON ELEMENTS THAT ARE INSEPARABLE APPURTENANCE THERETO, THE OWNERSHIP, POSSESSION, ENJOYMENT, BENEFIT AND USE OF WHICH ARE RESERVED EXCLUSIVELY TO SUCH UNIT OWNER AGAINST LOSS OR DAMAGE BY FIRE, VANDALISM, MALICIOUS MISCHIEF AND SUCH OTHER HAZARDS AS ARE COVERED UNDER STANDARD EXTENDED COVERAGE PROVISIONS FOR THE FULL INSURABLE REPLACEMENT COST OF THE UNIT, THE PRIVATE ELEMENTS AND LIMITED COMMON ELEMENTS APPURTENANT THERETO AND ANY PERSONAL PROPERTY OF THE UNIT OWNER STORED IN THE UNIT OR ELSEWHERE ON THE PROPERTY. In addition, each Unit Owner shall be responsible for obtaining his own insurance insuring said Unit Owner personally from liability in connection with the ownership, possession, use and occupancy of his Unit and the Private Elements and Limited Common Elements appurtenant thereto. Such insurance shall not be the responsibility of the Association and by acceptance of a deed to a Unit, each Unit Owner acknowledges that such insurance is and shall be the sole responsibility of said Unit Owner.

Section 14.03. Damage Removal and Reconstruction. Except as otherwise provided in the preceding two paragraphs, in the event of damage to or destruction of any Common Elements because of fire or other casualty covered by insurance proceeds, the Board shall promptly cause debris to be cleared and leave the same in a neat and orderly condition. The Board shall, in its sole and absolute discretion without intervention of any Unit Owner, determine and arrange for prompt repair, restoration and reconstruction of the damaged portion of such Common Elements in substantial accordance with the original plans and specifications. Any change or alteration must be approved by the Board. Where the insurance indemnity is insufficient to cover the cost of such repairs, restoration and reconstruction, the deficit shall be paid by all Unit Owners directly affected by the damage or destruction in a fair proportion as determined by the Board in its sole and absolute discretion. The Board shall not be responsible for the repair, replacement or restoration of any Unit nor the Private Elements and Limited Common Elements appurtenant thereto or any improvements, furnishings, fixtures, appliances, equipment, decorations or landscaping installed in or for the sole benefit of a Unit by its Unit Owner.

Section 14.04. Non-Compulsory Reconstruction. Reconstruction shall not be compulsory where the whole or more than two-thirds (2/3rds) of any single Building

is destroyed or damaged by fire or other casualty as determined by the Board. In such case and unless otherwise unanimously agreed upon by the Unit Owners directly affected by the casualty, the net proceeds of insurance policies shall be divided equally among such Unit Owners and the Mortgagees of the Units directly affected by the casualty as determined in the sole discretion of the Board, after paying from the share of each affected Unit Owner or Mortgagee, as their interests may appear: (a) the costs of removing debris and returning the site to a condition compatible with the overall appearance of the Property, including without limitation, landscaping, and (b) the just amount of any unpaid liens on any Unit in the order of priority of such liens. Provided, however, no such disbursement of the aforesaid insurance proceeds to any Unit Owner or Mortgagee shall occur unless simultaneously with such disbursement each affected Unit Owner delivers to the Board a recordable deed quitclaiming his interest in his Unit and the Private Elements and Limited Common Elements appurtenant thereto to the Board, as trustee for the remaining Unit Owners, and also delivers to the Board a recordable release of any liens on his Unit.

Section 14.05. Withdrawal of Destroyed Unit and Percentage Interest Reallocation. Upon recording of the deeds and releases referred to in the preceding paragraph as same relate to each such destroyed Unit, said Unit shall be deemed withdrawn and shall be thereafter deemed to be Common Elements. After the Board has affected any such withdrawal, the responsibility for the payment of future Common Expenses for any such withdrawn Unit shall cease.

Section 14.06. Fidelity Insurance. The Board shall have the authority to obtain fidelity coverage for officers, directors and employees who handle or are responsible for handling Association funds. Such coverage policy shall be in such amounts as the Board in its best business judgment may determine. Such coverage policy shall contain waivers of any defense based upon the exclusion of Persons serving without compensation. The fidelity coverage policy shall provide that it may not be canceled or substantially modified without at least thirty (30) days written notice to the Association. The premiums for such insurance shall be a Common Expense.

Section 14.07. Other Insurance. The Board shall have the authority to obtain such other insurance as it deems reasonably desirable or necessary, in such amounts, from such sources and in such forms as it deems desirable to insure the Common Elements, each member of the Board and officer of the Association, each member of any committee appointed pursuant to the Bylaws 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. The Board may (but shall not be required to) require of those performing any maintenance, repair or other work on the Property, for which the Association is responsible, such liability or other insurance, including workmen's compensation, as it deems reasonably necessary or desirable given the nature, circumstances and amount of the work being performed. The premiums for such insurance shall be a Common Expense.

Section 14.08. Insured's Authorized Representative. All insurance obtained by the Board shall provide that there may be named as an insured on behalf of the Association, the Association's authorized representative who shall have exclusive right to negotiate settlements and to perform such other functions as necessary to accomplish this purpose. The Association, or its authorized representative, shall act as attorney-in-fact for each Unit Owner under each policy obtained by the Board for all purposes and to the extent permitted by law.

Article 15. Condemnation

Section 15.01. Common Elements. In the event of a taking in condemnation or by eminent domain of a part of the Common Elements, the award made for such taking shall be payable to the Board for and on behalf of the Association. Any and all notices related to or concerning such taking in condemnation or by eminent domain of a part of the Common Elements shall be addressed and sent to the Association, at the attention of the Board. If the Board in its sole and absolute discretion approves the repair and restoration of such Common Elements, the Board shall arrange for the repair and restoration of such Common Elements, and the Board shall disburse the proceeds of such award to the contractors engaged in such repair and restoration in appropriate progress payments. If the Board does not approve the repair and commence restoration of such Common Elements within one hundred twenty (120) days after receipt of the award, the Board shall disburse the net proceeds of such award on a fair and reasonable basis to the Mortgagees directly affected by the condemnation and the balance to the Unit Owners directly affected thereby. The decision of the Board as to the fairness and reasonableness shall be binding upon all parties, if such decision reasonably relates to the given facts.

Section 15.02. Units. If a Unit or Units are acquired by a taking in condemnation or by eminent domain so as to leave the Unit Owner(s) with a remnant which may not practically or lawfully be used for any purpose permitted by this Declaration, upon acquisition by the condemning authority, unless the decree provides otherwise, each affected Unit or Units' Common Expense Liability shall be automatically reallocated to the remaining Units. Any remnant of a Unit remaining shall thereafter be a Common Element.

Article 16. Amendments

Section 16.01. Amendment.

A. Prior to the conveyance of the first Unit, Declarant may unilaterally amend this Declaration. After such conveyance, the Declarant may unilaterally amend this Declaration so long as it has the unilateral right to add real property to the Property. Thereafter and otherwise, this Declaration may be amended only by the affirmative vote (in person or by proxy) or written consent, or any combination thereof, of Members representing sixty-seven

percent (67%) of the total votes of the Association, and the written approval of the Class B Members so long as the Class B membership exists. However, the percentage of votes necessary to amend a specific clause shall not be less than the prescribed percentage of affirmative votes required for action to be taken under that clause.

B. If a Unit Owner consents to any amendment to this Declaration or the Bylaws, it will be conclusively presumed that such Unit Owner has the authority so to consent and no contrary provision in any Mortgage or contract between the Unit Owner and a third party will affect the validity of such amendment.

C. No amendment may remove, revoke, or modify any right or privilege of Declarant without the written consent of Declarant or the assignee of such right or privilege.

D. Notwithstanding any provision to the contrary in this Section, amendments of a material nature must be approved by Unit Owners who represent at least sixty-seven (67%) percent of the total allocated votes in the Association, by fifty-one (51%) percent of Mortgagees, and the written approval of the Class B Members so long as the Class B membership exists. A change to any of the provisions governing the following will be considered an amendment of a material nature:

1. Voting rights;

2. Increases in assessments that raise the previously assessed amount by more than 25%, assessment liens, or the priority of assessment liens;

3. Reductions in reserves for maintenance, repair, and replacement of Common Elements;

4. Responsibility for maintenance and repairs of the Common Elements;

5. Convertibility of Units into Common Elements or vice versa;

6. Hazard, liability or fidelity insurance requirements;

7. A decision by the Association to establish self-management if professional management had been required previously by the Declaration, Bylaws, or by a holder of a Mortgage with respect to a Unit.

8. Restoration or repair of the project (after damage or partial condemnation) in a manner other than that specified in the Declaration,

or Bylaws; or

9. Any provisions that expressly benefit holders, insurers, or guarantors of a Mortgage with respect to a Unit.

The failure of a Mortgagee to respond within sixty (60) days after notice of any written request of the Association for approval of an addition or amendment to the Declaration or Bylaws has been provided shall constitute an implied approval of the addition or amendment.

E. A copy of each amendment shall be certified by the Association as having been duly adopted and shall be effective when recorded in the Register's Office of Davidson County, Tennessee.

Section 16.02. Duration. The covenants and restrictions of this Declaration shall run with and bind the land, for a term of twenty (20) years from the date this declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years unless a properly approved and executed instrument has been recorded prior to the expiration of said 20-year period or any said 10-year period, as the case may be, agreeing to terminate said covenants.

Section 16.03. Termination. Revocation of this declaration and the horizontal property regime created hereby shall require· (a) the affirmative vote of seventy- five percent (75%) of all the members of the association entitled to vote at a duly called meeting of the association or the affirmative written consent of such percentage of the members at which a quorum is present; and (b) the affirmative vote of seventy-five percent (75%) of mortgagees having first mortgage liens on any unit(s), however, any such mortgagee is deemed to have approved the termination, if notice is sent to the last address of such mortgagee on file with the association and no objection is received within thirty (30) days thereafter.

Section 16.04. Discrimination. No amendment shall discriminate against any Unit Owner or against any Unit or group of Units, unless the Unit Owner(s) so affected shall consent.

Section 16.05. Statute of Limitation. No action to challenge the validity of an amendment adopted by the Association may be brought more than one (1) year after the amendment is recorded.

Article 17. Architectural Standards

Unless prior written approval has been obtained from the Architectural Review Committee, no Unit Owner, occupant of a Unit Owner's Unit, or any other Person, other than the Declarant, may: (i) make any exterior change, alteration, modification, or construction on a Unit; or (ii) erect, place or post anything or object which may affect the appearance of a Unit. The Board of Directors shall have the authority and

standing, on behalf of the Association, to enforce in courts of competent jurisdiction decisions of the Architectural Review Committee. This Article may not be amended without the Declarant's written consent so long as the Declarant owns any land subject to this Declaration or subject to annexation to this Declaration.

The Declarant has the right to establish additional restrictions and/or design-standards with respect to improvements constructed upon the Units in each particular phase/section of Madison Trinity.

Section 17.01. Architectural Review Committee. The Architectural Review Committee ("**ARC**") shall have exclusive jurisdiction over all original construction on any portion of the Property as well as modifications, additions, or alterations made on or to existing Units or structures and improvements thereon, as well as the Common Elements. The ARC shall prepare and, on behalf of the Board of Directors, shall promulgate design and development guidelines and application and review procedures (the "**Architectural Guidelines**"). Copies shall be available from the ARC for review. The Architectural Guidelines shall be those of the Association, and the ARC shall have sole and full authority to prepare and to amend the Architectural Guidelines. It shall make said Architectural Guidelines available to Unit Owners and developers who seek to engage in development of or construction upon all or any portion of the Property and such Unit Owners and developers shall conduct their operations strictly in accordance therewith. Until one hundred (100%) percent of the Units in the Property have been developed and conveyed to purchasers in the normal course of development and sale, the Declarant retains the right to appoint all members of the ARC, which shall consist of at least three (3), but no more than five (5), persons. There shall be no surrender of this right prior to that time except in a written instrument in recordable form executed by Declarant. Upon the expiration of such right, the Board of Directors shall appoint the members of the ARC.

In addition to the foregoing, plans and specifications showing the nature, kind, shape, color, size, materials, and location of any initial construction, modifications, additions, or alterations, for all improvements on the Units, including, but not limited to, any structure, building, fence, wall, driveway, path, or landscaping shall be submitted, prior to any construction, to the ARC for its written approval as to quality of workmanship and design and as to harmony of external design with existing structures, location in relation to surrounding structures, topography, and finish grade elevation. Prior to the formation of the ARC, such approval shall be granted by the Declarant and any approval granted by the Declarant shall be binding on the Association. The Board, the ARC, or the Association may establish a reasonable processing and review fee related to the consideration of any submitted architectural review requests. No permission or approval shall be required to repaint in accordance with an originally approved color scheme, or to rebuild in accordance with originally approved plans and specifications. Nothing contained in this Declaration shall be construed to limit the right of a Unit Owner to remodel the interior of the residence located upon such Unit Owner's Unit, or to paint the interior of such Unit Owner's

residence any color desired. In the event that the ARC fails to approve or to disapprove such plans or to request additional information reasonably required within sixty (60) days after submission, the plans shall be deemed approved, unless such construction, modification or improvement otherwise is in violation of the Declaration, the Bylaws, the Architectural Guidelines, the Association's rules and regulations, or applicable zoning ordinances. Furthermore, the ARC shall have the option to set the following construction deadlines as a requirement to providing plan approvals: (i) the construction of Units or any related improvements on the Unit Pads must be commenced by a certain date, and/or (ii) the construction of any Units or any related improvements on the Unit Pads must be completed by a certain date. In the event said construction deadlines are not met by a Unit Owner, the ARC may revoke its plan approvals and require a Unit Owner to resubmit such plans for the ARC's written approval.

The ARC shall be the sole arbiter of the application and may withhold approval for any reason whatsoever, including purely aesthetic considerations. The Association, acting through the Board shall be entitled to stop any construction or modification which is not in conformance with approved plans. In the event that the ARC disapproves any application or part thereof, a Unit Owner shall have the right to appeal the ARC's decision to the Board of Directors, in writing by certified mail. Said notice of appeal must be received by the Board within fourteen (14) days from the date of the ARC's notice to Unit Owner of its decision, otherwise the decision of the ARC shall be final. The Board shall rule on the appeal with thirty (30) days of receiving written notice requesting an appeal from the Unit Owner; and all decisions of the Board shall be final.

Neither the Board nor the ARC shall bear any responsibility for ensuring the design, quality, structural integrity or soundness of approved construction or modifications, nor for ensuring compliance with building codes, zoning regulations and other governmental requirements. Neither the Declarant, Association, the Board, the ARC or any member of any of the foregoing shall be held liable for any injury, damages or loss arising out of the manner, design, or quality of approved construction on or modifications to any Unit, nor may any action be brought against the Declarant, Association, the Board, the ARC, or any member thereof, for any such injury, damage or loss.

Section 17.02. No Waiver of Future Approvals. The approval of the ARC of any proposals or plans and specifications or drawings for any work done or proposed, or in connection with any other matter requiring the approval and consent of such Committee, shall not be deemed to constitute a waiver of any right to withhold approval or consent as to any similar proposals, plans and specifications, drawings, or matters whatever subsequently or additionally submitted for approval or consent.

Section 17.03. Variance. The ARC may authorize variances from compliance with any of the provisions of its guidelines and procedures when circumstances such as

topography, natural obstructions, hardship, aesthetic, or environmental considerations require, but only in accordance with duly adopted rules and regulations. Such variances may only be granted, however, when unique circumstances dictate and no variance shall (a) be effective unless in writing, (b) be contrary to the restrictions set forth in the body of this Declaration, or (c) stop the Committee from denying a variance in other circumstances. For purposes of this Section, the inability to obtain approval of any governmental agency, the issuance of any permit, or the terms of any financing shall not be considered a hardship warranting a variance.

Section 17.04. Enforcement of Architectural Standards. Any construction, alteration, or other work done in violation of this Article, the Declaration, the Bylaws, the design standards or any applicable zoning ordinances, codes, or regulations shall be deemed non-conforming, and upon written request from the Board, such non-conforming construction, alteration, or other work shall be removed at the sole expense of the Unit Owner and the Unit shall be restored to substantially the same condition as existed prior to such construction, alteration or work. Should the Unit Owner fail to do so, the Board or its designees shall have the right, in addition to other remedies provided under this Declaration as well as the rules and regulations of the Association, to enter the Unit and remove the violation and restore the Unit, or obtain a court order compelling the violating Unit Owner to do so. All costs thereof, including reasonable attorney's fees, may be assessed against such Unit, regardless of whether or not litigation is filed. The remedies under this Section shall be in addition to, and not in substitution for, any other remedies provided under the Documents, or at law or in equity.

Article 18. General Provisions

Section 18.01. Notices. Notices to the Association or the Declarant set forth in this Declaration, the Bylaws or in the Act, shall be in writing and shall be addressed to the Association or the Declarant at such address as may be provided from time to time. The Association and the Declarant may designate a different address for notices to it by giving written notice of such change of address to all Unit Owners. Notices shall be deemed delivered when mailed by U.S. registered or certified mail or when delivered in person to the Association or Declarant with written acknowledgment of the receipt thereof.

Section 18.02. 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 power 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 Common Expenses, 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.

Section 18.03. Governing Document Conflict. Except to the extent otherwise expressly provided in this Declaration, to the extent that any provision of this Declaration conflicts with the provisions of the Bylaws, or the Charter, all as amended and supplemented from time to time, the provisions of this Declaration, the Bylaws, and the Charter in that order, shall control.

Section 18.04. Severability. All provisions of this Declaration and the Bylaws shall be severable. Invalidation of any provision of this Declaration by judgment or court order shall not affect any other provision not expressly held to be void under the specific facts and circumstances giving rise thereto, and all such remaining provisions shall remain in full force and effect together with the provisions ruled upon as they apply to facts and circumstances other than those expressly invalidated.

Section 18.05. Gender. The use of the singular shall be deemed to include the plural whenever the context so requires.

Section 18.06. Captions. The captions in this Declaration are inserted only as a matter of convenience, and in no way define, limit or describe the scope of these provisions or the intent of any provision in this Declaration.

Section 18.07. Exoneration of Declarant. Each Unit Owner or any other party having an interest in any portion of the Property expressly agree that no duty or obligation is imposed upon the Declarant to enforce or attempt to enforce any of the covenants or restrictions contained in this Declaration, nor shall the Declarant be subject to any liability of any kind or nature whatsoever in respect to any claim that the Declarant has failed to enforce same.

Section 18.08. Use of the Words "Madison Trinity". No Person shall use the words "**Madison Trinity**", or any derivative thereof in any printed or promotional material without the prior written consent of the Declarant, during the Development Period, and thereafter, the Board. However, Unit Owners may use the terms, "**Madison Trinity**", in printed or promotional matter where such term is used solely to specify that particular property is located within the Property.

Section 18.09. Social Media and Websites. Each Unit Owner, upon purchasing a Unit, agrees that the Association shall have the exclusive right to set up, sponsor, host, post, or develop a website or social media page for Madison Trinity and the Association. No Unit Owner shall set up, organize, arrange, host, sponsor, post, develop or establish in any way any social media page or website regarding the

Property or the Association.

Section 18.10. Recitals and Exhibits. The recitals and exhibits are incorporated in this Declaration.

Section 18.11. Disclosures. Each Unit Owner acknowledges the following:

A. The Property is located adjacent to thoroughfares that may be affected by traffic and noise from time to time and may be improved or widened in the future.

B. The views from a Unit Owner's Unit may change over time due to, among other circumstances, additional development and the removal or addition of landscaping.

C. No representations are made regarding the zoning of adjacent property, or that the category to which adjacent property is zoned may not change in the future.

D. No representations are made regarding the schools that currently or may in the future serve the Property or any Unit.

E. Since in every neighborhood, there are conditions that different people may find objectionable, it is acknowledged that there may be conditions outside of the Property that a Unit Owner may find objectionable and that it shall be the sole responsibility of the Unit Owners to become acquainted with neighborhood conditions that could affect the Unit.

F. All Unit Owners acknowledge and understand that Declarant will be constructing/renovating portions of the Property and engaging in other construction activities related to the construction of Common Elements and improvement of Units. Such construction activities may, from time to time, produce certain conditions on the Property, including, without limitation: noise or sound that is objectionable because of its volume, duration, frequency or shrillness; smoke; noxious, toxic, or corrosive fumes or gases; obnoxious odors; dust, dirt or flying ash; unusual fire or explosion hazards; temporary interruption of utilities; and/or other conditions that may threaten the security or safety of persons on the Property. Notwithstanding the foregoing, all Unit Owners agree that such conditions on the Property resulting from renovation and construction activities shall not be deemed a nuisance and shall not cause Declarant and its agents to be deemed in violation of any provision of the Declaration.

[SIGNATURE PAGE(S) FOLLOW]

The Declarant has executed this Declaration as of the Effective Date.

DECLARANT:

MADISON NASHVILLE TRINITY OWNER,
a Tennessee limited liability company

Joe F. Teague, Jr., Vice President

STATE OF North Carolina

COUNTY OF Mecklenburg

Before me, personally appeared Joe F. Teague, Jr., with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged such person to be Vice-President of Madison Nashville Trinity Owner, the within named bargainor, a limited liability company, and that such as such Vice-President, executed the foregoing instrument for the purpose therein contained, by personally signing the name of the limited liability company as Vice-President.

Witness my hand and seal, this 8 day of July, 2025.

Notary Public

My Commission Expires: May 3, 2028

(SEAL)

AMANDA SHAW NOTARY PUBLIC MECKLENBURG COUNTY, NC

INDEX OF EXHIBITS

Exhibit A	**Legal Description for Property**
Exhibit B	**Bylaws of Madison Trinity Homeowners Association, Inc.**
Exhibit C	**Charter of Madison Trinity Homeowners Association, Inc.**
Exhibit D	**Site Plan**
Exhibit E	**Attorney's Opinion Letter**

EXHIBIT A

LEGAL DESCRIPTION FOR PROPERTY

Land in County, Tennessee, being Lot 1 as shown on the map entitled Resubdivison of 325 West Trinty Lane, of record in Instrument No. 20250613-0045765, in the Register's Office for Davidson County, Tennessee.

Being the same property conveyed to Madison Nashville Trinty Owner, LLC, a Tennessee limited liability company, of record in Instrument No. 20211230-0171808, in the Register's Office for Davidson County, Tennessee.

EXHIBIT B

Bylaws of the Association

[See attached.]

BYLAWS

OF

MADISON TRINITY HOMEOWNERS ASSOCIATION, INC.

The name of the corporation is Madison Trinity Homeowners Association, Inc. (the "Association"). The principal office of the corporation shall be located at Nashville, Davidson County, Tennessee, but meetings of Members and directors may be held at such places within the State of Tennessee, County of Davidson, as may be designated by the Board of Directors.

ARTICLE 1. DEFINITIONS

Section 1.1. "Association" shall mean and refer to Madison Trinity Homeowners Association, Inc., its successors and assigns.

Section 1.2. "Common Elements" shall mean all real property owned by the Association for the common use and enjoyment of the Unit Owners.

Section 1.3. "Declarant" shall mean and refer to Madison Nashville Trinty Owner, a Tennessee limited liability company.

Section 1.4. "Declaration" shall mean and refer to the Declaration applicable to the Property recorded in the Office of the Register of Deeds of Davidson County, Tennessee and any supplement or Amendment thereto which is the Declaration subsequently recorded.

Section 1.5. "Member" shall mean and refer to those persons or entities entitled to membership in the Association with voting rights as provided in the Declaration in Article III of these Bylaws.

Section 1.6. "Property" shall mean and refer to that certain real property described in the Declaration, and any supplements to the Declaration, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 1.7. "Unit Owner" shall mean and refer to the record Owner, whether one or more persons or entities of any Unit which is a part of the Property, including contract sellers, but excluding those having such interest as security for the performance of an obligation.

Section 1.8. "Unit" shall mean and refer to any portion of a building situated upon the Property designed and intended for use and occupancy as a business.

ARTICLE 2. MEMBERSHIP

Each Unit Owner shall be a Member of the corporation, and no other person or entity

shall be entitled to membership.

ARTICLE 3. VOTING

Section 3.1. Votes and Voting Rights. Each Member shall be entitled to the number of votes set forth in the Declaration. If a Unit is owned by more than one person or entity, the voting rights may be divided among the co-owners or may be exercised as if the Unit Owners consisted of only one person in accordance with the proxy or other designation made by the persons or entities constituting such Unit Owner.

Section 3.2. Transfer of Membership. Membership in this Association can only be transferred as set forth in the Declaration; membership in this Association is not assignable.

ARTICLE 4. MEETINGS OF MEMBERS

Section 4.1. Annual Meeting. An annual meeting of the Members shall be held on such date as selected by the Board of Directors which is within thirty (30) days before or after the first anniversary of the recording of the Declaration. If such a day be a legal holiday, the meeting shall be held on the next succeeding business day. If the election of directors shall not be held on the day designated herein for any annual meeting, or at any adjournment thereof, the Board of Directors of the Association shall cause the election to be held at a special meeting of the Members called as soon thereafter as conveniently may be.

Section 4.2. Special Meeting. Special meetings of the Members may be called by the Board of Directors, the President, or by any Member. The notice for any special meeting shall specify the matters to be considered at such special meeting.

Section 4.3. Place and Time of Meeting. All meetings of the Members shall take place at such reasonable place and time designated by the Board of Directors, the President, or the Member calling the meeting.

Section 4.4. Notice of Meetings. Written or printed notice stating the purpose, place, date, and time of any meeting of Members shall be delivered personally, by mail, or email to each Member entitled to vote at such meeting not less than ten (10) nor more than thirty (30) days before the date of such meeting, by or at the direction of the President or Secretary, or the officers or persons calling the meeting. In case of a special meeting or when required by statute or by these bylaws, the purpose for which the meeting is called shall be stated in the notice. The notice of a meeting shall be deemed delivered when personally delivered, or if mailed, when deposited in the United States mail addressed to the member at his address as it appears on the records of the Association.

Section 4.5. Quorum. A quorum shall consist of all Members. If a quorum is not present at any meeting of Members, the Members present may adjourn the meeting

from time to time without further notice.

Section 4.6. Manner of Acting. Except as set forth below and except as otherwise required by the Declaration, any action to be taken at any meeting of the Members at which a quorum is present shall be upon the affirmative vote of a majority of the votes which may be cast at such meeting computed in the manner set forth in Article III above and in the Declaration.

ARTICLE 5. BOARD OF DIRECTORS

Section 5.1. General Powers. The affairs of the Association shall be managed by its Board of Directors.

Section 5.2. Number. The Board of Directors will consist of three (3) directors, who will initially be appointed by the Declarant.

Section 5.3. Tenure. At the first Annual Meeting, the Members shall be entitled to vote for all the directors. Thereafter, each director shall serve for a term of one (1) year, unless removed or replaced as hereinafter set forth. A director may succeed himself or herself in office.

Section 5.4. Qualifications. Only a Member of the Association may be a director of the Association; however, if a legal entity other than a natural person, then any shareholder, officer, or director of such corporation, partner of such partnership, beneficiary or individual trustee of such trust, or member or manager of such other legal entity, is eligible to serve as a director.

Section 5.5. Election. At each annual meeting of the Members, the Members shall be entitled to vote for directors, and the candidates receiving the highest number of votes with respect to the number of offices to be filled shall be deemed to be elected.

Section 5.6. Powers of the Board of Directors. The Board of Directors shall have power to:

(A) adopt and publish rules and regulations governing the use of the Common Elements and facilities, and the conduct of the Members and their guests thereon, and to establish penalties for infractions thereof;

(B) suspend the voting rights and right to the use of any Association facilities of a Member during any period in which such member shall be in default under the provisions of the Declaration or these Bylaws in the payment of any assessment, dues or charge levied by the Association. Such rights may also be suspended after notice and hearing, for a period not to exceed sixty (60) days for infraction of published rules and regulations;

(C) declare the office of a member of the Board of Directors to be vacant in

the event such member shall be absent from three (3) consecutive regular meetings of the Board of Directors;

(D) employ a manager, an independent contractor, or such other employees as they deem necessary, and to prescribe their duties;

(E) employ attorneys to represent the Association when deemed necessary; and

(F) exercise for the Association all powers, duties and authority vested in or delegated to this Association and not reserved to the membership by other provisions of these Bylaws, the Charter of Incorporation of the Association, or the Declaration.

Section 5.7. Duties of the Board of Directors. It shall be the duty of the Board of Directors to:

(A) cause to be kept a complete record of all its acts and corporate affairs and to present a statement thereof to the Members at the annual meeting of the Members, or any special meeting when such statement is requested in writing by one-fourth (1/4) of the Members who are entitled to vote;

(B) supervise all officers, agents, and employees of this Association, and see that their duties are properly performed;

(C) carry out all the rights, powers, options, duties and responsibilities of the Board;

(D) issue, or to cause an appropriate officer to issue, upon demand by any person, a certificate setting forth whether any assessment has been paid. A reasonable charge may be made by the Board for the issuance of these certificates. If a certificate states an assessment has been paid, such certificate shall be conclusive evidence of such payment;

(E) procure and maintain adequate liability insurance covering the Association, its directors, officers, agents, and employees and to procure and maintain adequate hazard insurance on the real and personal property owned by the Association;

(F) cause all officers or employees having fiscal responsibilities to be bonded, as it may deem appropriate and

(G) cause the Common Elements to be maintained.

Section 5.8. Regular Meeting. A regular annual meeting of the Board of Directors shall be held immediately after, and at the same place as, the annual meeting of

Members. The Board of Directors shall provide, by resolution or regulations which the Board of Directors may from time to time adopt, the time and place for the holding or additional regular meetings of the Board of Directors.

Section 5.9. Special Meetings. Special meetings of the Board of Directors may be called by or at the request of the President or any two (2) directors. The person or persons authorized to call special meetings of the board may fix the time and place for holding any special meetings of the board called by them.

Section 5.10. Compensation. No director shall receive compensation for any service rendered to the Association; however, a director may be reimbursed for actual expenses incurred in the performance of duties.

Section 5.11. Notice. Written notice of any special meeting of the Board of Directors shall be delivered personally, mailed, or emailed to all members and all directors not calling the meeting at least forty-eight (48) hours prior to the date of such special meeting. All such notices shall be deemed to be delivered when personally delivered, or, if mailed, when deposited in the United States mail in a sealed envelope addressed to each member, with postage thereon prepaid. The business to be transacted at, or the purpose of any special meeting of the Board of Directors, shall be specified in the notice. No notice of a regular meeting of the Board of Directors needs to be served on Directors.

Section 5.12. Quorum. A majority of the Board of Directors shall constitute a quorum for the transaction of business at any meeting of the Board of Directors, provided, that if less than a majority of the directors are present at said meeting, a majority of the directors present may adjourn the meeting from time to time without further notice.

Section 5.13. Manner of Acting. The act of a majority of the directors present at a meeting at which a quorum is present shall be the act of the Board of Directors, except where otherwise provided by law, the Declaration or by these Bylaws.

Section 5.14. Vacancies. A vacancy in the Board of Directors because of death, resignation, removal, disqualification, or otherwise, may be filled written consent of the Members or by a majority vote of the Members at a Special Meeting. A director elected to fill a vacancy shall be elected for the unexpired term of his or her predecessor in office.

Section 5.15. Removal. From and after the date of the first annual meeting of the Members, any member of the Board of Directors may be removed from office, with or without cause, by the affirmative vote of all the Members at a special meeting called for such purpose.

Section 5.16. Written Consent. The directors shall have the right to take any action in the absence of a meeting which they could take at a meeting by obtaining the

unanimous written consent of the Directors. Any action so approved shall have the same effect as though taken at a meeting of the directors.

ARTICLE 6. OFFICERS

Section 6.1. Officers. The officers of the Association shall be a president, one or more vice presidents (the number thereof to be determined by the Board of Directors), who shall at all times be members of the Board of Directors, a treasurer and a secretary, and such other officers as the Board may from time to time by resolution create.

Section 6.2. Election and Term of Office. The officers of the Association shall be elected annually by the Board of Directors at the regular annual meeting of the Board of Directors. If the election of officers shall not be held at such meeting, such election shall be held as soon thereafter as practicable. Vacancies may be filled or new officers created and filled at any meeting of the Board of Directors. Each officer shall hold office until his successor shall have been duly elected and shall have qualified. An officer may succeed himself in office. Officers shall serve without compensation.

Section 6.3. Removal. Any officer elected by the Board of Directors may be removed by a majority vote of the Board of Directors.

Section 6.4. Vacancies. A vacancy in any office because of death, resignation, removal, disqualification or otherwise, may be filled by agreement of a majority of the Members by vote or written consent.

Section 6.5. President. The president shall be the principal executive officer of the Association and shall in general supervise and control all the business and affairs of the Association. The President shall preside at all meetings of the Members and of the Board of Directors. The President may sign, with the Secretary or any other proper officer of the Association authorized by the Board of Directors, any deeds, mortgages, contracts, or other instruments which the Board of Directors have authorized to be executed, and, in general, shall perform all duties incident to the office of president and such other duties as may be prescribed by the Board of Directors from time to time.

Section 6.6. Vice President. In the absence of the President or in the event of the President's inability or refusal to act, the vice president, or in the event there be more than one vice president, the vice presidents, in the order of their election, shall perform the duties of the president, and when so acting, shall have all the powers of and be subject to all the restrictions upon the president. Any vice president shall perform such other duties as may from time to time be assigned by him by the president or by the Board of Directors.

Section 6.7. Treasurer. The treasurer shall have charge and custody of and be responsible for all funds and securities of the Association, receive and give receipts for moneys due and payable to the Association from any source whatsoever, and

deposit all such moneys in the name of the Association in such banks, trust companies or other depositories as shall be elected in accordance with the provisions of these Bylaws; and in general perform all the duties incident to the office of treasurer and such other duties as from time to time may be assigned to him by the president or by the Board of Directors.

Section 6.8. Secretary. The secretary shall keep the minutes of the meetings of the Members and of the Board of Directors in one or more books provided for that purpose; see that all notices are duly given in accordance with the provisions of these Bylaws or as required by law; receive the corporate records, and in general perform all duties incident to the office of secretary and such other duties as from time to time may be assigned to him by the president or by the Board of Directors.

ARTICLE 7. CONTRACTS, CHECKS, DEPOSITS AND FUNDS

Section 7.1. Contracts. The Board of Directors may authorize any officer or officers, agent or agents of the Association, in addition to the officers so authorized by these Bylaws, to enter into any contract or execute and deliver any instrument in the name of and on behalf of the Association and such authority may be general or confined to specific instances.

Section 7.2. Checks, Drafts. All checks, drafts or other orders for the payment of money, notes or other evidences of indebtedness issued in the name of the Association, shall be signed by such officer or officers, agent or agents of the Association and in such manner as shall from time to time be determined by resolution of the Board of Directors. In the absence of such determination by the Board of Directors, such instruments shall be signed by the treasurer and countersigned by the president of the Association.

Section 7.3. Deposits. All funds of the Association shall be deposited in such banks, trust companies or other depositories as the Board of Directors may select.

ARTICLE 8. BOOKS AND RECORDS

The Association shall keep correct and complete books and records of account and shall also keep minutes of the proceedings of its Members, Board of Directors, and committees having any of the authority of the Board of Directors and shall keep at the principal office of the Association a record giving the names and addresses of the Members entitled to vote. All books and records of the Association may be inspected by any Member, or his agent or attorney for any property purpose at any reasonable time.

ARTICLE 9. FISCAL YEAR

The fiscal year of the Association shall begin on the first day of January and end on the last day of December each year.

ARTICLE 10. SEAL

The Association shall not have a seal.

ARTICLE 11. WAIVER OF NOTICE

Whenever any notice whatever is required to be given under the provisions of the Tennessee Nonprofit Corporation Act or under the provisions of the Charter or Bylaws of the Association, or the Declaration, a waiver thereof (subject to all the provisions of such instruments) in writing signed by the person or persons entitled to such notice, whether before or after the time started therein, shall be deemed equivalent to the giving of such notice.

ARTICLE 12. AMENDMENTS TO BYLAWS

Until the date of the first annual meeting of the Members, these Bylaws may be altered, amended, or repealed, and new bylaws may be adopted by the affirmative vote of a majority of the directors in office. From and after the date of the first annual meeting of the Members, these bylaws may be altered, amended, or repealed and new bylaws may be adopted by written consent of all Members.

ARTICLE 13. LIABILITY AND INDEMNITY

A director of the Association shall not be personally liable to the Association for monetary damages for breach of fiduciary duty as a director, except for liability (i) for any breach of the director's duty of loyalty to the Association, and (ii) for acts or omissions not in good faith or which involve intentional misconduct or a knowing violation of law. If the Tennessee Nonprofit Corporation Act is amended to authorize corporate action further eliminating or limiting the personal liability of directors, then the liability of a director of the Association shall be eliminated or limited to the fullest extent permitted by the Tennessee Nonprofit Corporation Act, as so amended. Any repeal or modification of the foregoing shall not adversely affect any right or protection of a director of the Association existing at the time of such repeal or modification.

The Association shall indemnify, and upon request shall advance expenses to, in the manner and to the full extent permitted by law, any officer or director (or the estate of any such person) who was or is a party to, or is threatened to be made a party to, any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative, investigative or otherwise, by reason of the fact that such person is or was a director or officer of the Association, or is or was serving at the request of the Association as a director, officer, partner, trustee or employee of another corporation, partnership, joint venture, trust or other enterprise (an "indemnitee"). The Association may, to the full extent permitted by law, purchase and maintain insurance on behalf of any such person against any liability which may be asserted against him or her. To the full extent permitted by law, the indemnification

and advances provided for herein shall include expenses (including attorney's fees), judgments, fines and amounts paid in settlement. The indemnification provided herein shall not be deemed to limit the right of the Association to indemnify any other person for any such expenses (including attorneys' fees), judgments, fines and amounts paid in settlement to the full extent permitted by law, nor shall it be deemed exclusive of any other rights to which any person seeking indemnification from the Association may be entitled under any agreement, vote of disinterested directors, or otherwise, both as to action in his official capacity and as to action in another capacity while holding such office. Notwithstanding the foregoing, the Association shall not indemnify any such Indemnitee (1) in any proceeding by or in the right of the Association against such Indemnitee; (2) in the event the Board of Directors determines that indemnification is not available under the circumstances because the officer or director has not met the standard of conduct set forth in Section 48-58-502 of the Tennessee Nonprofit Corporation Act; or (3) if a judgment or other final adjudication adverse to the Indemnitee establishes his liability (i) for any breach of the duty of loyalty to the Association, (ii) for acts or omissions not in good faith or for which intentional misconduct or a knowing violation of law, or (iii) for violations of Section 48-58-304 of the Tennessee Nonprofit Corporation Act.

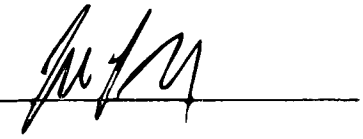
ARTICLE 14. CONSTRUCTION

Section 14.1. No Modification. Nothing in these Bylaws shall be construed as altering, amending, or modifying the Declaration. The Declaration and Bylaws shall be construed to further the harmonious, beneficial, cooperative, and proper use and conduct of the Property. If there is any inconsistency or conflict between the Bylaws and the Declaration, the provisions of the Declaration shall control.

Section 14.2. Definitions. All words and terms used herein which are also used in the Declaration shall have the same meaning as provided for such words and terms in the Declaration.

[SIGNATURE PAGE FOLLOWS]

These Bylaws have been duly adopted as of July 15, 2025.

Signature: 

Printed Name: Joe F. Teague, Jr.

Title: Authorized Signatory

EXHIBIT C

Charter of the Association

[See attached.]

Division of Business and Charitable Organizations
Department of State
State of Tennessee
312 Rosa L Parks Avenue, 6th Floor
Nashville, Tennessee 37243
Phone: 615-741-2286
sos tn.gov/

Tre Hargett
Secretary of State

ANN MARIE CHARNES
633 CHESTNUT STREET #1900
CHATTANOOGA, TN 37450, USA

07/14/2025

Filing Acknowledgment

Please review the filing information below and notify our office immediately of any discrepencies

Entity Name	MADISON TRINITY HOMEOWNERS ASSOCIATION, INC		
SOS Control #	002034952	Initial Filing Date.	07/10/2025
Entity Type	Nonprofit Corporation	Formation Locale	TENNESSEE
Status.	Active	Duration Term	Perpetual
Fiscal Year Close	December	Annual Report Due	04/01/2026
Business County	Davidson		
Benefit Type·	Mutual Benefit Corporation	Religious Type	Non-Religious

Document Receipt

Receipt # 2025-519709	Filing Fee·	$100 00
Payment· Credit Card - 3902105118		$100 00

Registered Agent Address·
CAPITOL CORPORATE SERVICES, INC
992 DAVIDSON DR STE B
NASHVILLE, TN 37205-1051

Principal Office Address:
4017 Hillsboro Pike Ste 406
Nashville, TN 37215
Davidson County, USA

Congratulations on the successful filing of your Charter Nonprofit Corporation for **MADISON TRINITY HOMEOWNERS ASSOCIATION, INC** in the State of Tennessee which is effective **07/10/2025** You must also file this document in the office of the Register of Deeds in the county where the entity has its principal office if such principal office is in Tennessee. Please visit the Tennessee Department of Revenue website (www tn gov/revenue) to determine your online tax registration requirements If you need to obtain a Certificate of Existence for this entity, you can request, pay for, and receive it from our website

You must file an Annual Report with this office on or before the Annual Report Due Date noted above and maintain a Registered Office and Registered Agent Failure to do so will subject the business to Administrative Dissolution/Revocation

Karen Johnson Davidson County
Batch# 1297909 CHARTER
07/15/2025 01:42:30 PM 9 pgs
Fees: $9.00 Taxes: $0 00
20250715-0055818

Tre Hargett
Secretary of State

Tracking Number
B2025486961

Charter Nonprofit Corporation

Division of Business and Charitable Organizations
Department of State
State of Tennessee
312 Rosa L Parks Avenue, 6th Floor
Nashville, Tennessee 37243
Phone 615-741-2286
sos tn gov/businesses

Control #: 002034952
Filed: 07/10/2025 03:24 PM
Tre Hargett
Secretary of State

Tre Hargett
Secretary of State

Entity Information

Entity Name: MADISON TRINITY HOMEOWNERS ASSOCIATION, INC.

Entity Type: Nonprofit Corporation

Fiscal Year Ending Month: December

Additional Designation: *(No additional designation)*

Principal Office Address
4017 Hillsboro Pike Ste 406
Nashville, TN 37215
Davidson County, USA

Mailing Address
4017 Hillsboro Pike Ste 406
Nashville, TN 37215
Davidson County, USA

Will this filing have a delayed effective date?
☐ Yes ☑ No

Period of Duration:
Perpetual

Nature of Business (NAICS):
813990 - Other Similar Organizations (except Business, Professional, Labor, and Political Organizations)

This corporation is a:
☐ Public Benefit Corporation ☑ Mutual Benefit Corporation
☐ Religous Corporation ☑ Not Religous Corporation

This corporation will:
☑ Have Members ☐ Not Have Members

Provisions regarding the distribution of assets upon dissolution:
See attached

Other Provisions:
See attached

Do you have additional uploads you would like to attach to this filing?
☑ Yes ☐ No

Incorporators

JOE TEAGUE, JR.
6805 CARNEGIE BOULEVARD, SUITE 120
CHARLOTTE, NC 28211, USA

Registered Agent Information

CAPITOL CORPORATE SERVICES, INC
992 DAVIDSON DR STE B
NASHVILLE, TN 37205-1051

Incorporator's Signature

☑ By entering my name in the space provided below, I certify that I am authorized to file this document on behalf of this entity, have examined the document and, to the best of my knowledge and belief, it is true, correct and complete as of this day

☑ The undersigned, acting as incorporator of the nonprofit corporation under the provisions of the Tennessee Nonprofit Corporation Act, adopt the above Articles of Incorporation

Signed Electronically: JOE F TEAGUE, JR **Date:** 07/10/2025

CHARTER

OF

MADISON TRINITY HOMEOWNERS ASSOCIATION, INC.

Pursuant to the provisions of Tennessee Nonprofit Corporation Act, codified at Tennessee Code Annotated Section 48-52-101, as amended, the Incorporator delivers the following Charter for filing with the Secretary of State.

ARTICLE 1.

The name of the corporation is Madison Trinity Homeowners Owners Association, Inc., hereinafter referred to as the "Association."

ARTICLE 2.

The corporation is a mutual benefit corporation and is not organized for profit.

ARTICLE 3.

The address of the principal office of the corporation in the State is 4017 Hillsboro Pike, Suite 406, Nashville, Tennessee 37204.

ARTICLE 4.

The Registered Agent shall be Capitol Corporate Services, Inc. The address of the Registered Office of the corporation shall be 992 Davidson Drive, Suite B, Nashville, Tennessee 37205. The Registered Agent's email is regagent@capitolservices.com.

ARTICLE 5.

The purposes for which the corporation is organized are:

A. To operate, manage, maintain, and administer the affairs of Madison Trinity (the "**Development**"), to be established pursuant to a Declaration to be filed for record in the Register's Office for Davidson County, Tennessee (the "**Declaration**").

B. To enter into and perform any contract and to exercise all powers which may be necessary or convenient to the operation, management, maintenance and administration of the affairs of the Development in accordance with the Declaration.

ARTICLE 6.

The corporation is to have members, and each Unit Owner in the Development, as

that term is defined in the Declaration, shall be a member of the corporation and no other person or entity shall be entitled to membership. No Unit Owner shall be required to pay any consideration whatsoever solely for his membership in the corporation.

ARTICLE 7.

A. The share of a Unit Owner in the funds and assets of the corporation cannot be assigned, pledged, or transferred in any manner except as an appurtenance to his Unit.

B. Each Unit Owner shall be entitled to a vote as set forth in the Declaration.

C. No Unit Owner shall be entitled to vote at any meeting of the corporation until the Unit Owner has presented evidence of ownership of a Unit in the Development to the corporation. The vote of each Unit Owner may only be cast by such Unit Owner or by a proxy given by such Unit Owner to his duly authorized representative. If title to a Unit shall be in the name of two or more persons as Unit Owners, any one of such Unit Owners may vote as the Unit Owner of the Unit at any meeting of the corporation and such vote shall be binding on such other Unit Owners who are not present at such meeting until written notice to the contrary has been received by the corporation, in which case the unanimous action of all such Unit Owners (in person or by proxy) shall be required to cast their vote as Unit Owners. If two or more of such Unit Owners are present at any meeting of the corporation, then unanimous action shall also be required to cast their vote as Unit Owners.

D. A Unit Owner in default with respect to any provision of the Declaration shall not be entitled to vote at any meeting of the corporation so long as such default is in existence.

E. Defined terms used in the Declaration shall have the same meanings ascribed to them therein.

ARTICLE 8.

A. The number of Directors of the corporation shall be fixed by the Bylaws of the corporation but shall not be less than three (3).

B. Directors may take any action which they are required or permitted to take without a meeting on written consent, setting forth the action so taken, signed by all the Directors entitled to vote thereon.

C. The initial Board of Directors shall be composed of the following individuals:

President - Ryan Hanks

Vice President - Ken Carpenter

Secretary/Treasurer - Christine Russo

ARTICLE 9.

Upon the dissolution of the corporation, all assets of the corporation shall be distributed equally to the members to the extent that such dissolution is not inconsistent with the provisions of the Tennessee Non-profit Corporation Act.

ARTICLE 10.

No provision of this Charter shall be amended or modified unless sixty-seven percent (67%) of the Unit Owners consent to such change.

ARTICLE 11.

The complete name and address of the Incorporator is as follows:

Joe F. Teague, Jr.
6805 Carnegie Boulevard, Suite 120
Charlotte, North Carolina 28211

[SIGNATURE PAGE TO FOLLOW]

B2025486961

The undersigned, having capacity to contract and acting as the Incorporator under the Tennessee Non-Profit Corporation Act, submits the foregoing Charter for Madison Trinity Homeowners Association, Inc.

Dated July 10, 2025.

Joe F. Teague, Jr., **Incorporator**

Division of Business and Charitable Organizations
Department of State
State of Tennessee
312 Rosa L Parks Avenue, 6th Floor
Nashville, Tennessee 37243
Phone. 615-741-2286
sos.tn.gov/

Tre Hargett
Secretary of State

Date: 07/10/2025

Invoice: 2025-519709

Customer Information

ANN MARIE CHARNES
MADISON TRINITY HOMEOWNERS ASSOCIATION, INC
633 CHESTNUT STREET #1900
CHATTANOOGA, TN 37450, USA

Tracking #	Description	Amount Paid
B2025486961	Charter Nonprofit Corporation for MADISON TRINITY HOMEOWNERS ASSOCIATION, INC. (Corporation Filings)	$ 100.00

Payment Details

Fee Total.	$ 100 00
Payment Total·	$ 0 00
Amount Due·	$ 0 00

Payment Method

Payment Type Credit Card
Check/Confirmation Number: 3902105118

Tennessee Certification of Electronic Document

I, DAYNE GEYER, 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 JULY 10, 2025 (date of document).

Affiant Signature

JULY 10, 2025
Date

State of TENNESSEE

County of DAVIDSON

Sworn to and subscribed before me this 10 day of JULY, 2025.

Notary's Signature

MY COMMISSION EXPIRES: 01-04-2027

NOTARY'S SEAL

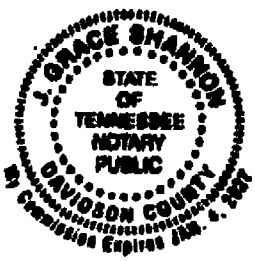


EXHIBIT D

Site Plan

[See attached.]

SHEET NO.	DESCRIPTION
1	SHEET INDEX
2 THRU 6	CONDOMINIUM PLAT
7	OVERALL UNIT LAYOUT
8 THRU 10	BUILDINGS 1 & 2 UNIT TYPE "A"
11 THRU 13	BUILDING 3 UNIT TYPE "B"
14 THRU 16	BUILDING 4 UNIT TYPE "C"
17 THRU 19	BUILDINGS 5 & 7 UNIT TYPE "D"
20 THRU 22	BUILDING 6 UNIT TYPE "E"
23 THRU 24	UNIT AREA TABLES
25	GENERAL COMMON ELEMENT AREA TABLE

BARGE DESIGN SOLUTIONS
615 Third Avenue South Suite 700 Nashville Tennessee 37210
PHONE (615)254-1500 FAX (615) 255-6572

MADISON CAPITAL GROUP

SHEET INDEX

MADISON TRINITY HPR

2ND COUNCILMANIC DISTRICT

NASHVILLE, DAVIDSON COUNTY, TENNESSEE

DRAWN BY:	CHECKED BY:
JMJ	BTT
DRAWING NO:	
1	
PROJECT NO:	DATE:
3776200	06-26-25

6/26/2025
9:09:55 AM
jmadison

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CURVE TABLE

CURVE	DELTA	RADIUS	TANGENT	LENGTH	CHORD BEARING	DISTANCE
C-1	02° 59' 40"	1918 65'	50 15'	100 27'	N 75° 57' 17" W	100 26'
C-2	90° 10' 14"	35 00'	35 10'	55 08'	N 29° 22' 20" W	49 57'

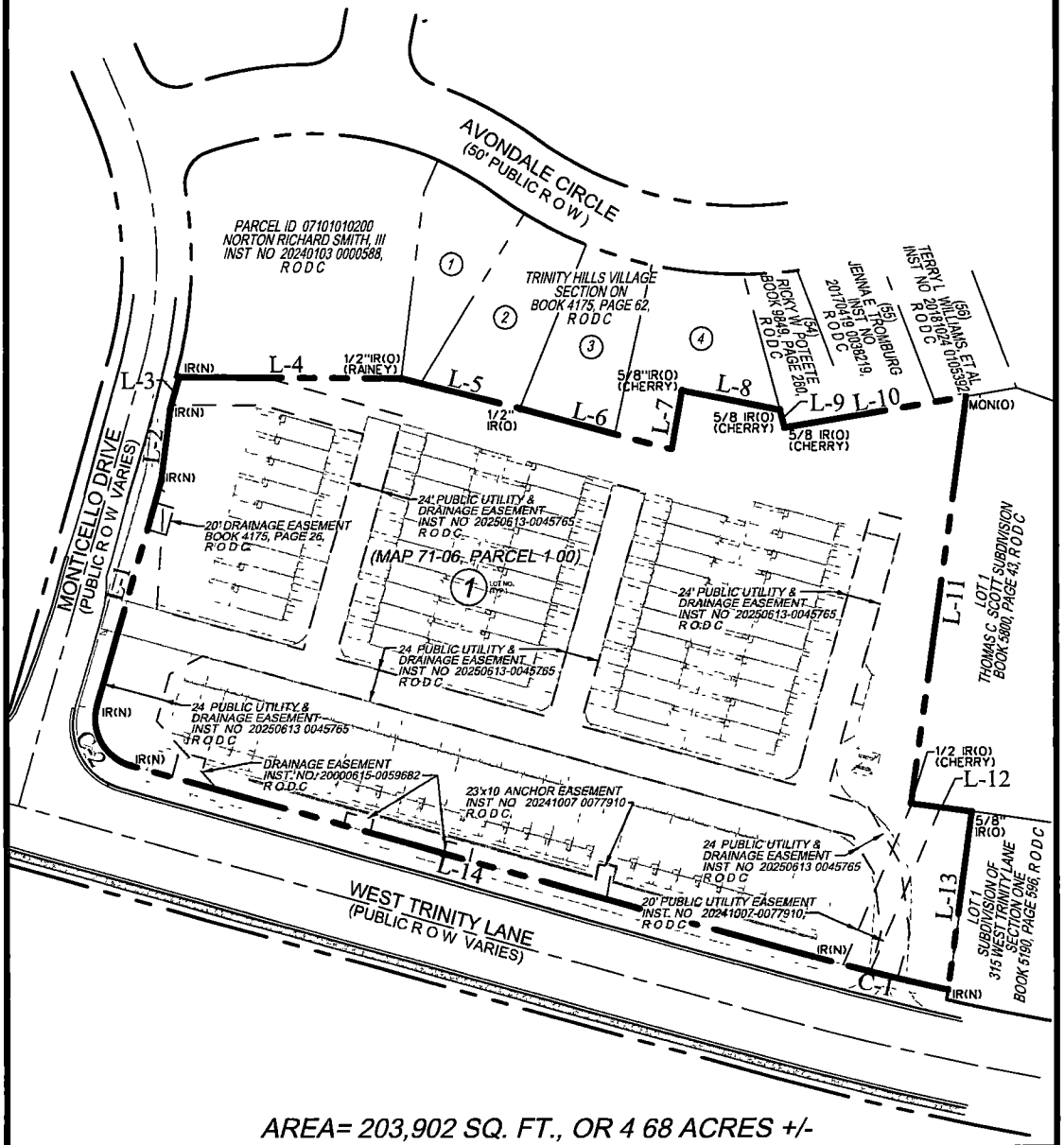
LINE TABLE

LINE	BEARING	DISTANCE
L-1	N 15° 42' 47" E	171.61'
L-2	N 07° 22' 30" E	51 72'
L-3	N 15° 42' 47" E	23 53'
L-4	S 89° 41' 14" E	160.58'
L-5	S 76° 02' 04" E	89 34'
L-6	S 75° 15' 18" E	113 84'
L-7	N 10° 06' 03" E	42 22'
L-8	S 78° 57' 06" E	72 00'
L-9	S 15° 03' 06" E	13.00'
L-10	N 80° 33' 54" E	132 76'
L-11	S 07° 43' 19" W	298 13'
L-12	S 82° 17' 07" E	44 06'
L-13	S 07° 45' 53" W	129 42'
L-14	N 74° 27' 27" W	512 53'

100 50 0 50 100

SCALE 1" = 100'

TN STATE PLANE COORDINATE SYSTEM 1983



AREA= 203,902 SQ. FT., OR 4 68 ACRES +/-

BARGE DESIGN SOLUTIONS

615 Third Avenue South Suite 700 Nashville Tennessee 37210
PHONE (615)254-1500 FAX (615) 255-6572

MADISON CAPITAL GROUP

OVERALL CONDOMINIUM PLAT

MADISON TRINITY HPR

2ND COUNCILMANIC DISTRICT

NASHVILLE, DAVIDSON COUNTY, TENNESSEE

DRAWN BY	CHECKED BY
JMJ	BTT

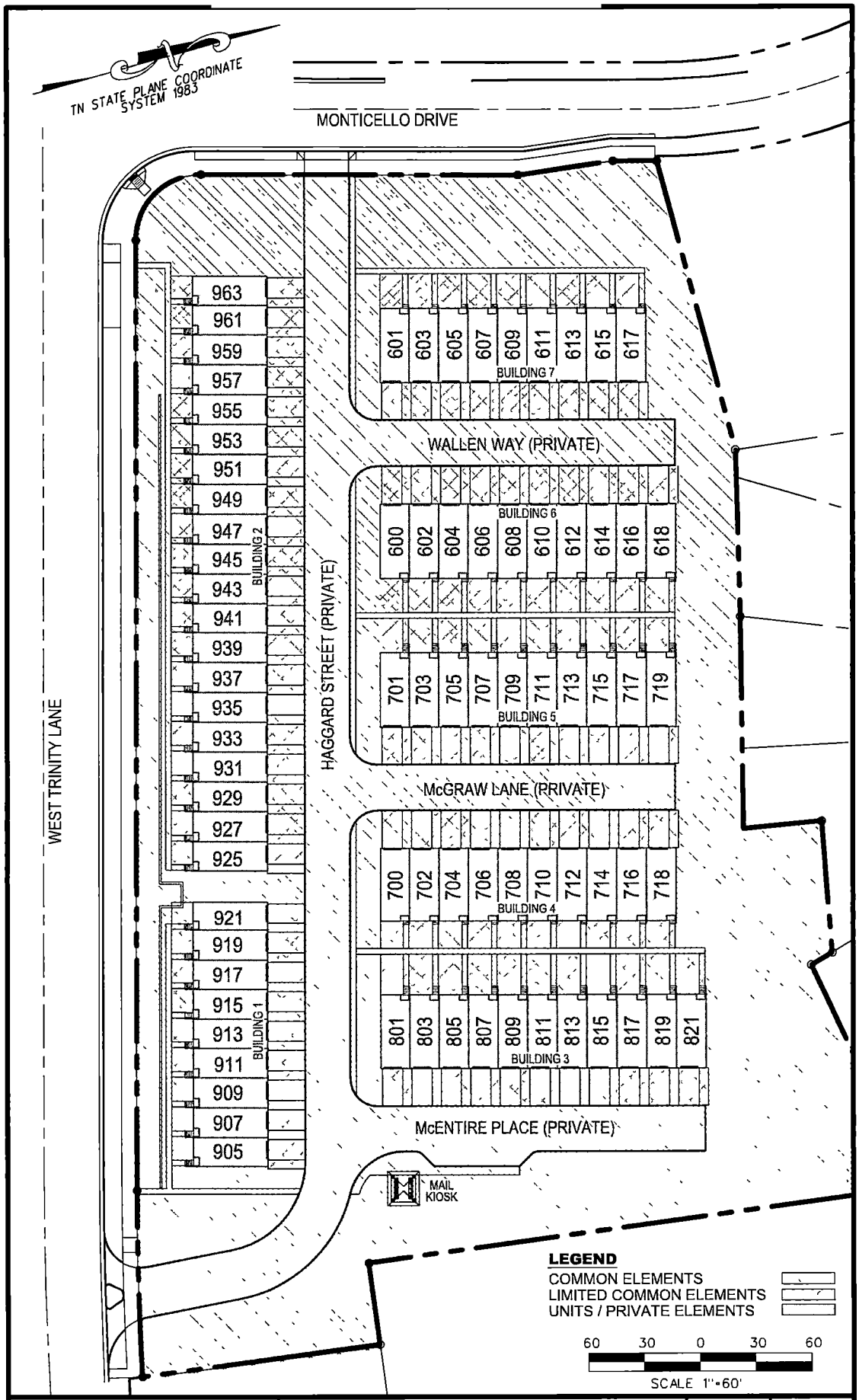
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PROJECT NO..	DATE.
3776200	06-26-25

6/26/2025
9 06 45 AM
JMJudson

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MADISON CAPITAL GROUP

OVERALL UNIT LAYOUT

MADISON TRINITY HPR

2ND COUNCILMANIC DISTRICT

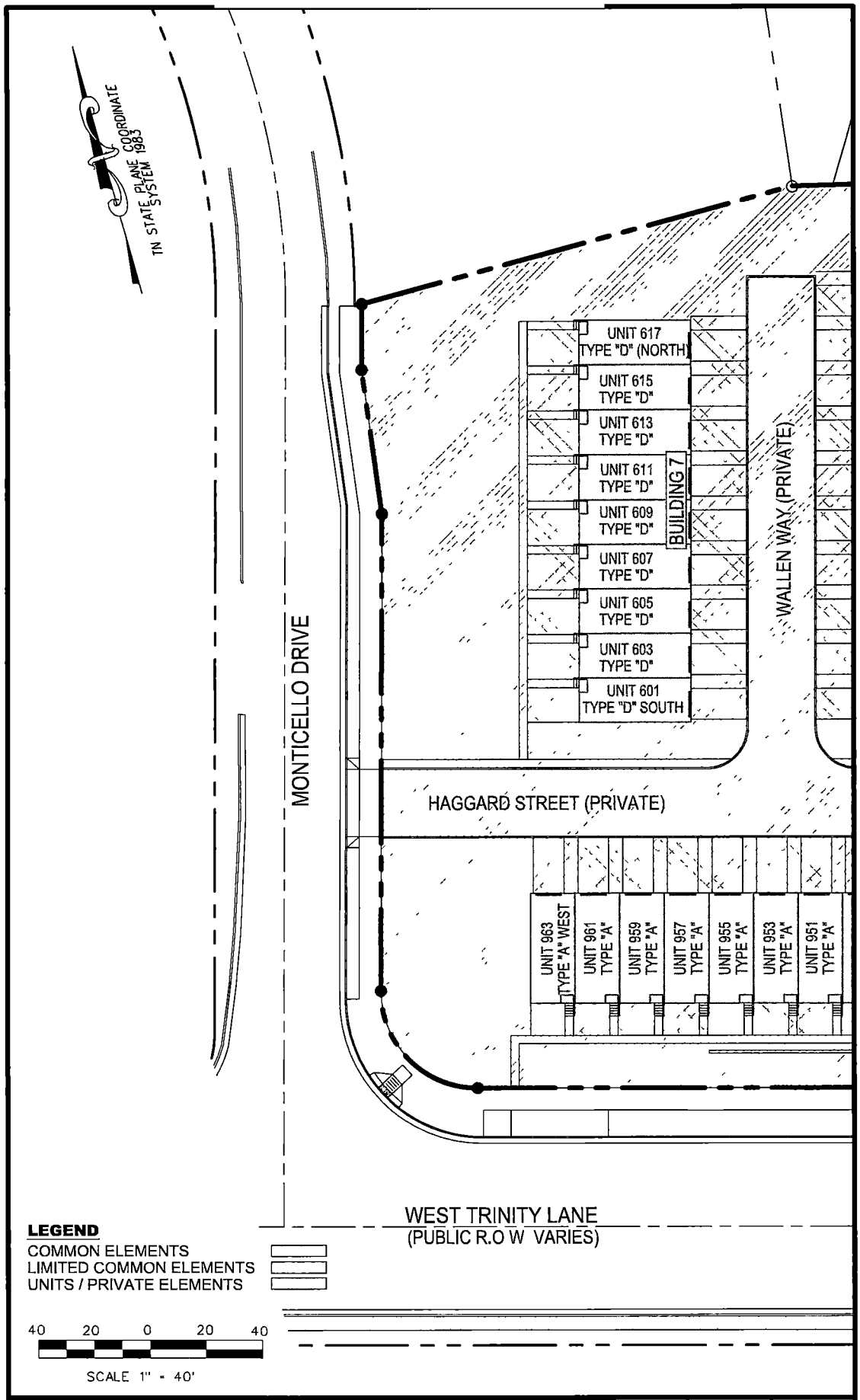
NASHVILLE, DAVIDSON COUNTY, TENNESSEE

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JMJ	BTT
DRAWING NO	
3	
PROJECT NO	DATE
3776200	06-26-25

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MADISON CAPITAL GROUP

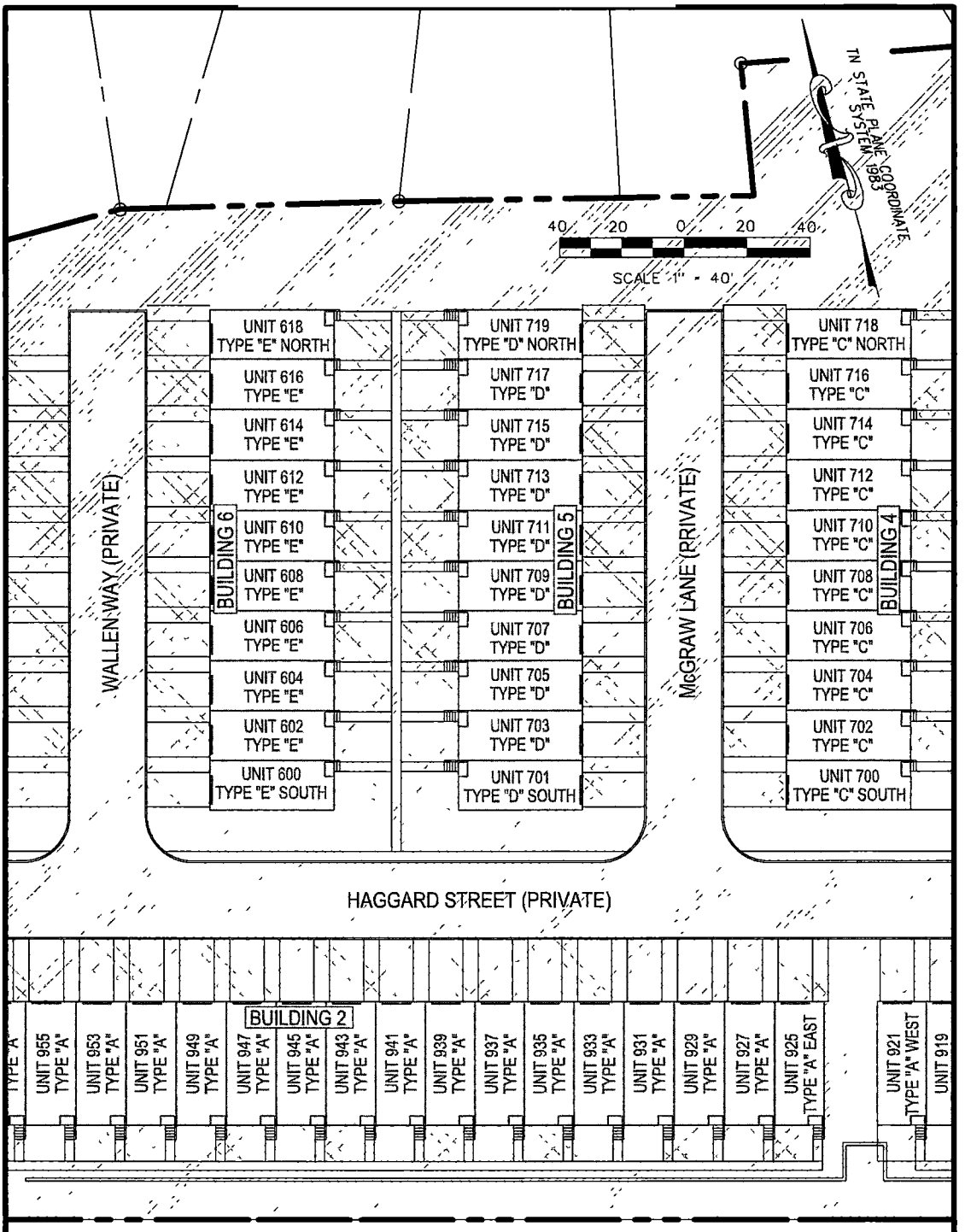
CONDOMINIUM PLAT ENLARGEMENT
MADISON TRINITY HPR
2ND COUNCILMANIC DISTRICT
NASHVILLE, DAVIDSON COUNTY, TENNESSEE

DRAWN BY	CHECKED BY
JMJ	BTT
DRAWING NO	
4	
PROJECT NO..	DATE.
3776200	06-26-25

6/26/2025 9:06:47 AM JMJustice

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LEGEND

COMMON ELEMENTS
LIMITED COMMON ELEMENTS
UNITS / PRIVATE ELEMENTS

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MADISON CAPITAL GROUP

CONDOMINIUM PLAT ENLARGEMENT
MADISON TRINITY HPR
2ND COUNCILMANIC DISTRICT
NASHVILLE, DAVIDSON COUNTY, TENNESSEE

DRAWN BY	CHECKED BY
JMJ	BTT

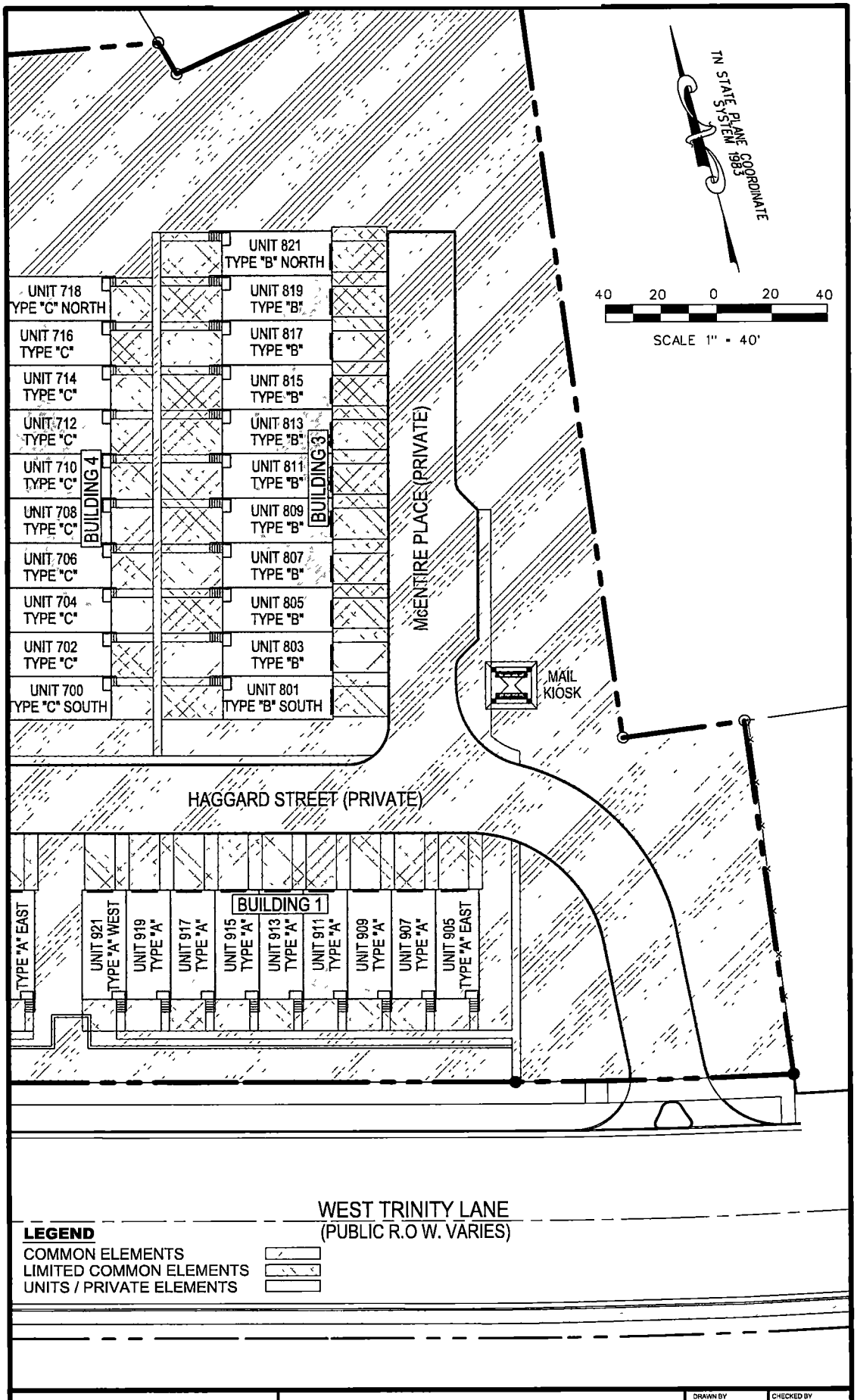
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PROJECT NO.	DATE
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MADISON CAPITAL GROUP

CONDOMINIUM PLAT ENLARGEMENT

MADISON TRINITY CONDOMINIUM

2ND COUNCILMANIC DISTRICT

NASHVILLE, DAVIDSON COUNTY, TENNESSEE

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JMJ	BTT
DRAWING NO.	
6	
PROJECT NO.	DATE
3776200	06-26-25

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SURVEYOR'S DESCRIPTION

BEING LOT NO 1 AS SHOWN ON THE RESUBDIVISION OF 325 WEST TRINITY LANE OF RECORD IN INST NO 20250613-0045765, IN THE REGISTER'S OFFICE FOR DAVIDSON COUNTY, TENNESSEE, TO WHICH PLAT REFERENCE IS HEREBY MADE FOR A MORE PARTICULAR DESCRIPTION OF SAID PROPERTY

THIS NEW DESCRIPTION WAS WRITTEN TO REFLECT THE RECORDED PLAT

DEED REFERENCE

BEING THE SAME PROPERTY CONVEYED TO MADISON NASHVILLE TRINITY OWNER , LLC, c/o MADISON CAPITAL GROUP MANAGEMENT, LLC BY DEED OF RECORD IN INSTRUMENT NO 20211230-0171808, R O D C

PROPERTY MAP REFERENCE

BEING PARCEL 1 00 AS SHOWN ON DAVIDSON COUNTY PROPERTY MAP NO 71-06

PLAT REFERENCE

BEING LOT NO 1 OF THE RESUBDIVISION OF 325 WEST TRINITY LANE OF RECORD IN INST NO 20250613-0045765, R O D C

CERTIFICATION

I CERTIFY THIS SURVEY AND SITE PLAN OF NASHVILLE MADISON TRINITY CONDOMINIUM CONTAINS ALL INFORMATION REQUIRED BY T C A SECTION 66-27-309



NAME — JUNE 26, 2025 DATE

2431 LICENSE NUMBER

BARGE DESIGN SOLUTIONS

615 Third Avenue South Suite 700 Nashville Tennessee 37210
PHONE (615)254-1500 FAX (615) 255-6572

MADISON CAPITAL GROUP

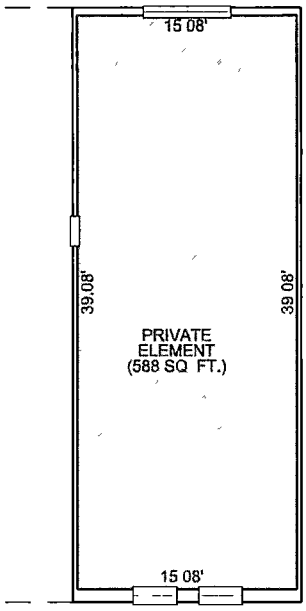
CONDOMINIUM PLAT CERTIFICATION
MADISON TRINITY HPR
2ND COUNCILMANIC DISTRICT
NASHVILLE, DAVIDSON COUNTY, TENNESSEE

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JMJ	BTT
DRAWING NO	7
PROJECT NO	3776200
DATE	06-26-25

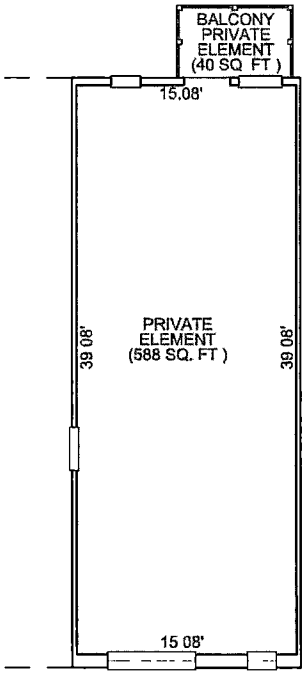
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JMJudson

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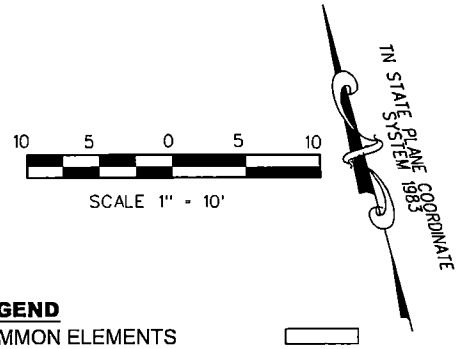
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UNIT TYPE "A"
3RD FLOOR
WEST END UNIT



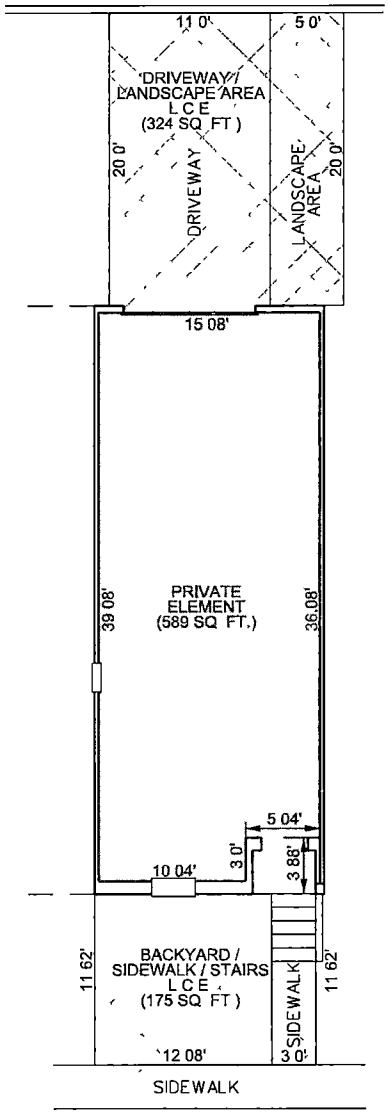
UNIT TYPE "A"
2ND FLOOR
WEST END UNIT



LEGEND

COMMON ELEMENTS
LIMITED COMMON ELEMENTS
UNITS / PRIVATE ELEMENTS

HAGGARD ST. (PRIVATE)



UNIT TYPE "A"
1ST FLOOR
WEST END UNIT

BUILDINGS 1 & 2

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PHONE (615)254 1500 FAX (615) 255-6572

MADISON CAPITAL GROUP

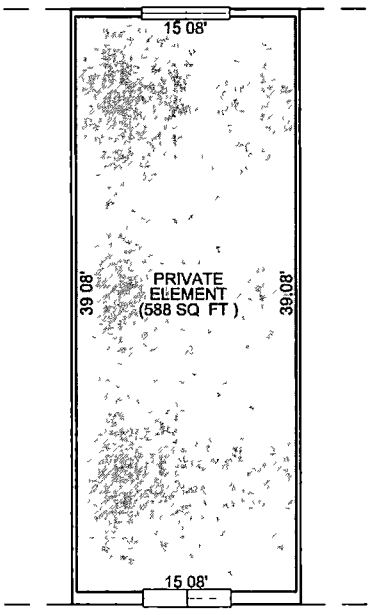
BUILDINGS 1 & 2 UNIT LAYOUT
MADISON TRINITY HPR
2ND COUNCILMANIC DISTRICT
NASHVILLE, DAVIDSON COUNTY, TENNESSEE

DRAWN BY	CHECKED BY
JMJ	BTT
DRAWING NO	
8	
PROJECT NO	DATE
3776200	06-26-25

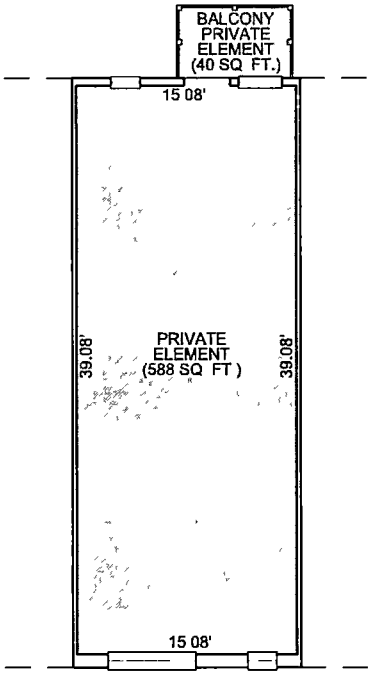
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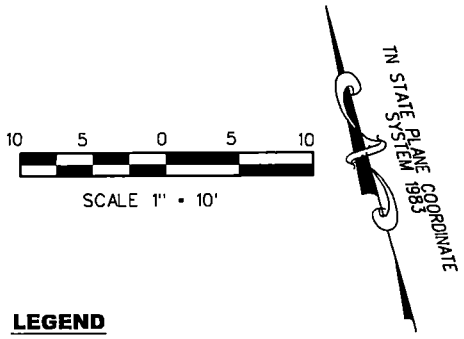
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UNIT TYPE "A"
3RD FLOOR
INTERIOR UNIT



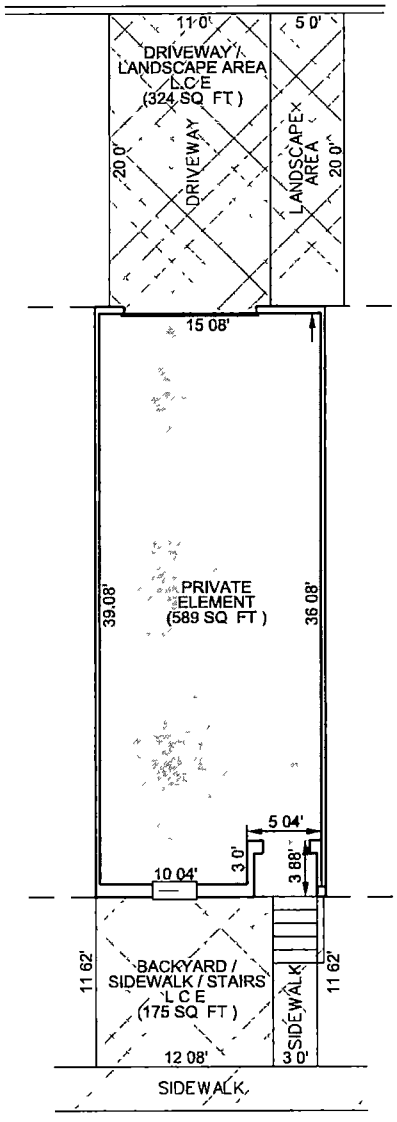
UNIT TYPE "A"
2ND FLOOR
INTERIOR UNIT



LEGEND

COMMON ELEMENTS
LIMITED COMMON ELEMENTS
UNITS / PRIVATE ELEMENTS

HAGGARD ST. (PRIVATE)



UNIT TYPE "A"
1ST FLOOR
INTERIOR UNIT

BUILDINGS 1 & 2

BARGE DESIGN SOLUTIONS
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PHONE (615)254-1500 FAX (615) 255-6572

MADISON CAPITAL GROUP

BUILDINGS 1 & 2 UNIT LAYOUT
MADISON TRINITY HPR
2ND COUNCILMANIC DISTRICT
NASHVILLE, DAVIDSON COUNTY, TENNESSEE

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JMJ	BTT

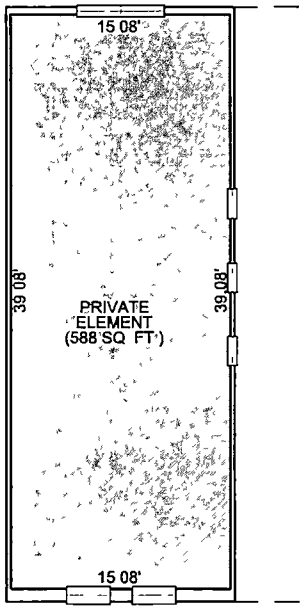
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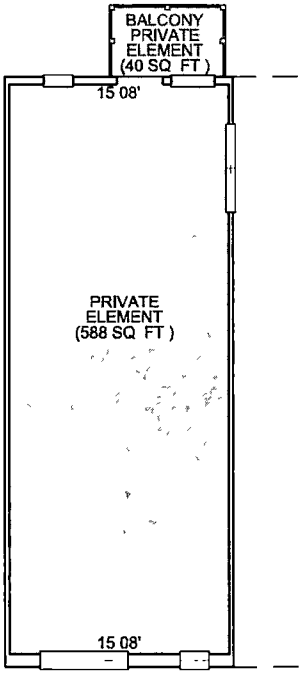
6/26/2025
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JMadison

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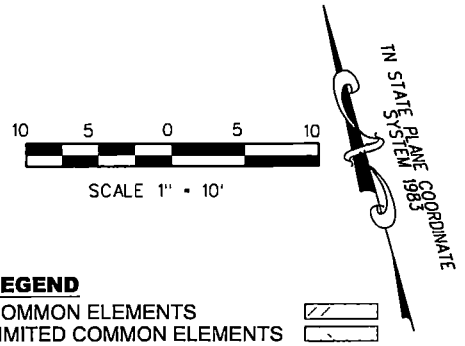
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UNIT TYPE "A"
3RD FLOOR
EAST END UNIT

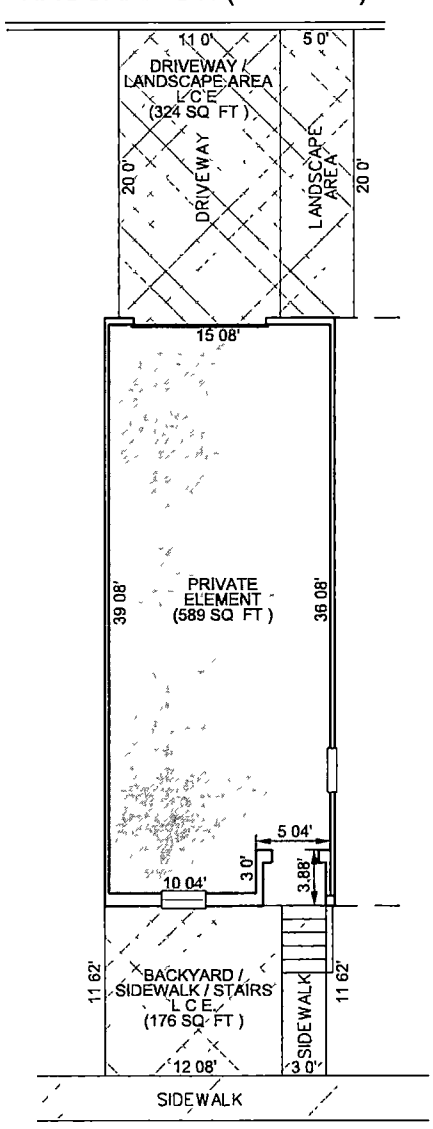


UNIT TYPE "A"
2ND FLOOR
EAST END UNIT



LEGEND

COMMON ELEMENTS
LIMITED COMMON ELEMENTS
UNITS / PRIVATE ELEMENTS



UNIT TYPE "A"
1ST FLOOR
EAST END UNIT

BUILDINGS 1 & 2

BARGE DESIGN SOLUTIONS
615 Third Avenue South Suite 700 Nashville Tennessee 37210
PHONE (615)254-1500 FAX (615) 255-6572

MADISON CAPITAL GROUP

BUILDINGS 1 & 2 UNIT LAYOUT
MADISON TRINITY HPR
2ND COUNCILMANIC DISTRICT
NASHVILLE, DAVIDSON COUNTY, TENNESSEE

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JMJ	BTT

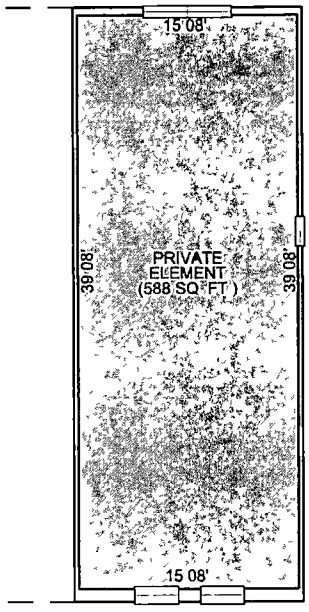
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PROJECT NO.	DATE
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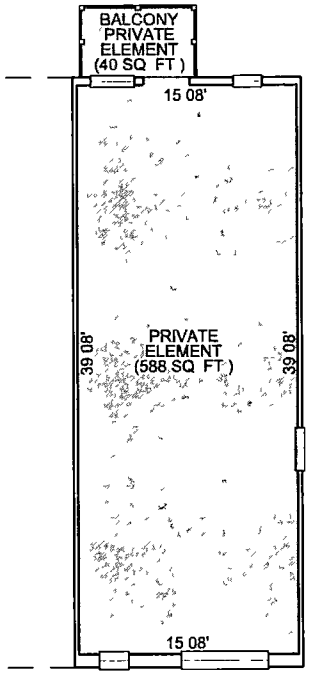
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UNIT TYPE "B"
3RD FLOOR
NORTH END UNIT



UNIT TYPE "B"
2ND FLOOR
NORTH END UNIT

10 5 0 5 10

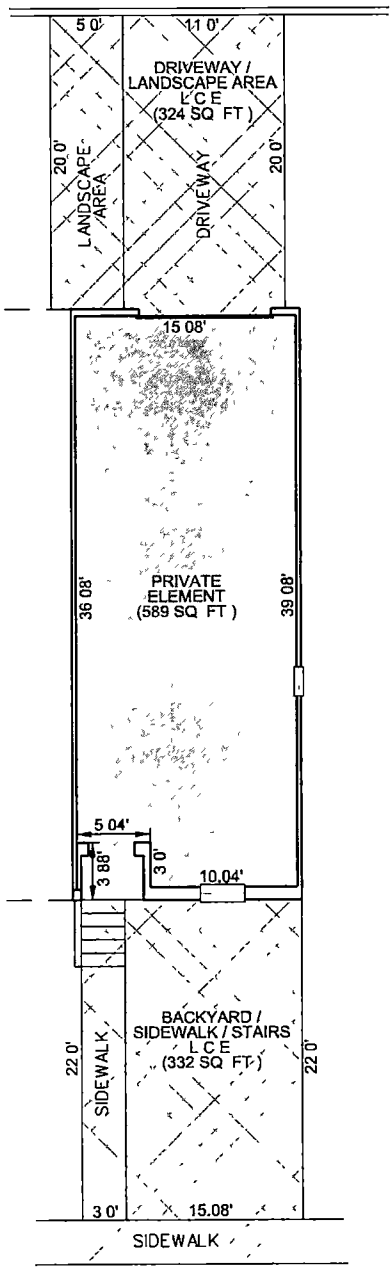
SCALE 1" = 10'

TN STATE PLANE SYSTEM COORDINATE 1983

LEGEND

COMMON ELEMENTS
LIMITED COMMON ELEMENTS
UNITS / PRIVATE ELEMENTS

McENTIRE PL. (PVT.)



UNIT TYPE "B"
1ST FLOOR
NORTH END UNIT

BUILDING 3

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PHONE (615)254-1500 FAX (615) 255-6572

MADISON CAPITAL GROUP

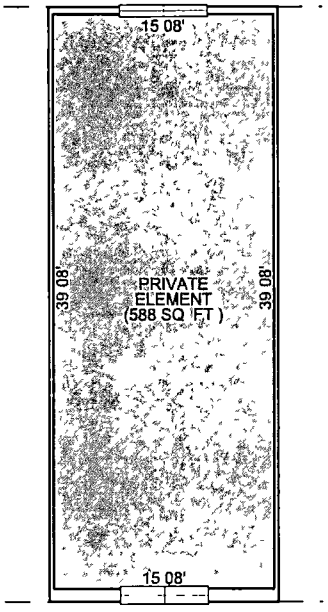
BUILDING 3 UNIT LAYOUT
MADISON TRINITY HPR
2ND COUNCILMANIC DISTRICT
NASHVILLE, DAVIDSON COUNTY, TENNESSEE

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JMJ	BTT
DRAWING NO.	
11	
PROJECT NO.	DATE
3776200	06-26-25

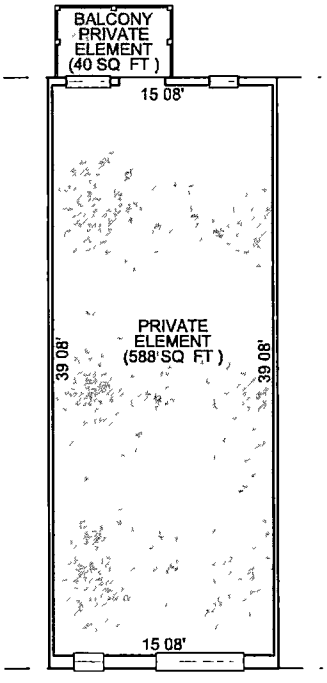
6/26/2025 9:06:53 AM JMJohnson

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UNIT TYPE "B"
3RD FLOOR
INTERIOR UNIT



UNIT TYPE "B"
2ND FLOOR
INTERIOR UNIT

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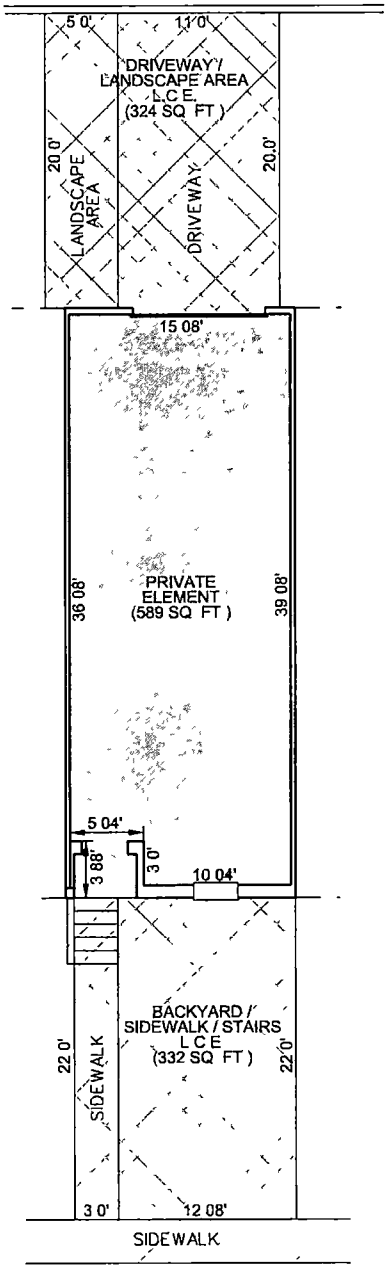
SCALE- 1" = 10'

TN STATE PLANE COORDINATE SYSTEM 1983

LEGEND

COMMON ELEMENTS
LIMITED COMMON ELEMENTS
UNITS / PRIVATE ELEMENTS

McENTIRE PL. (PVT.)



UNIT TYPE "B"
1ST FLOOR
INTERIOR UNIT

BUILDING 3

BARGE DESIGN SOLUTIONS
615 Third Avenue South Suite 700 Nashville Tennessee 37210
PHONE (615)254-1500 FAX (615) 255-6572

MADISON CAPITAL GROUP

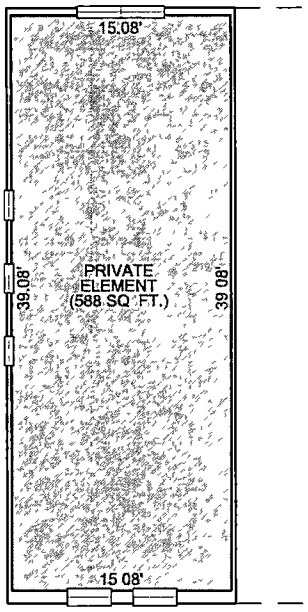
BUILDING 3 UNIT LAYOUT
MADISON TRINITY HPR
2ND COUNCILMANIC DISTRICT
NASHVILLE, DAVIDSON COUNTY, TENNESSEE

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JMJ	BTT
DRAWING NO.	12
PROJECT NO.	3776200
DATE.	06-26-25

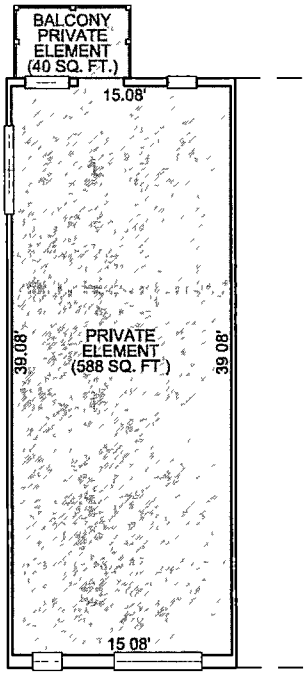
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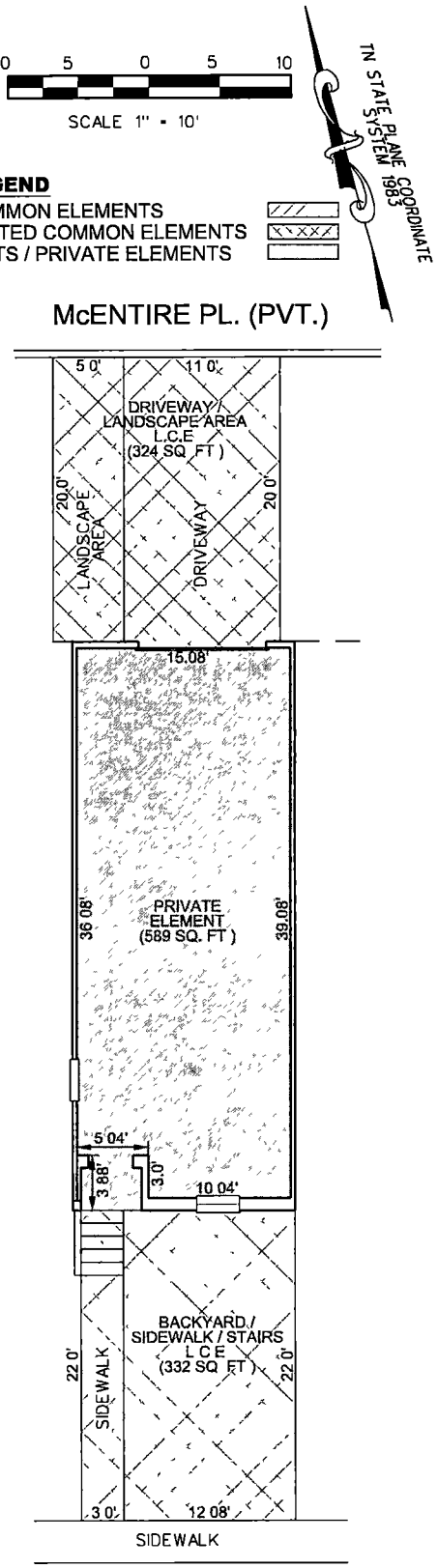
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UNIT TYPE "B"
3RD FLOOR
SOUTH END UNIT



UNIT TYPE "B"
2ND FLOOR
SOUTH END UNIT



UNIT TYPE "B"
1ST FLOOR
SOUTH END UNIT

BUILDING 3

BARGE DESIGN SOLUTIONS
615 Third Avenue South Suite 700 Nashville Tennessee 37210
PHONE (615)254-1500 FAX (615) 255-6572

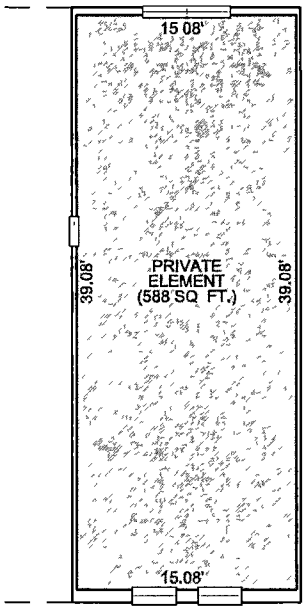
MADISON CAPITAL GROUP
BUILDING 3 UNIT LAYOUT
MADISON TRINITY HPR
2ND COUNCILMANIC DISTRICT
NASHVILLE, DAVIDSON COUNTY, TENNESSEE

DRAWN BY	CHECKED BY
JMJ	BTT
DRAWING NO.	13
PROJECT NO	3776200
DATE	06-26-25

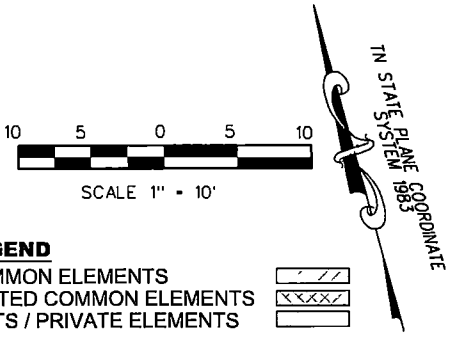
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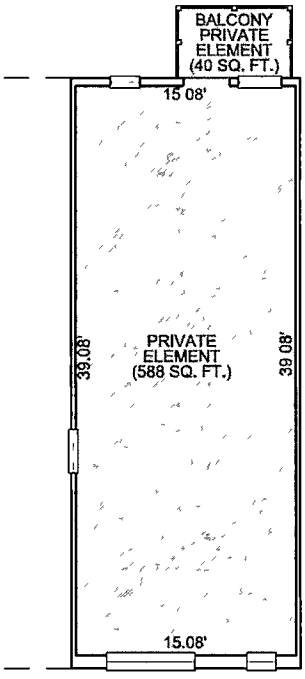


UNIT TYPE "C"
3RD FLOOR
SOUTH END UNIT



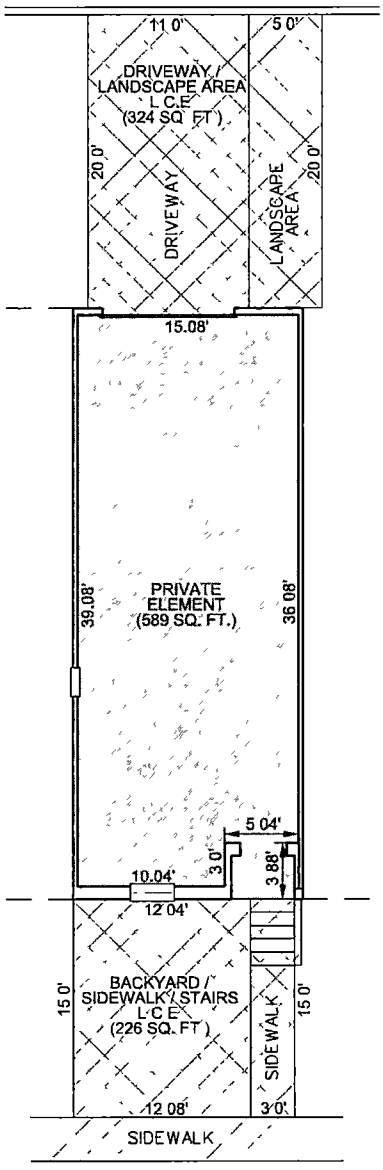
LEGEND

COMMON ELEMENTS
LIMITED COMMON ELEMENTS
UNITS / PRIVATE ELEMENTS



UNIT TYPE "C"
2ND FLOOR
SOUTH END UNIT

McGRAW LN. (PVT.)



UNIT TYPE "C"
1ST FLOOR
SOUTH END UNIT

BUILDING 4

BARGE DESIGN SOLUTIONS
615 Third Avenue South Suite 700 Nashville Tennessee 37210
PHONE (615)254 1580 FAX (615) 255-6572

MADISON CAPITAL GROUP

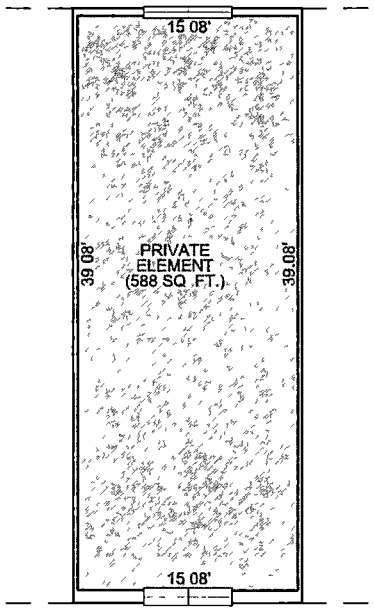
BUILDING 4 UNIT LAYOUT
MADISON TRINITY HPR
2ND COUNCILMANIC DISTRICT
NASHVILLE, DAVIDSON COUNTY, TENNESSEE

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JMJ	BTT
DRAWING NO	
14	
PROJECT NO.	DATE
3776200	06-26-25

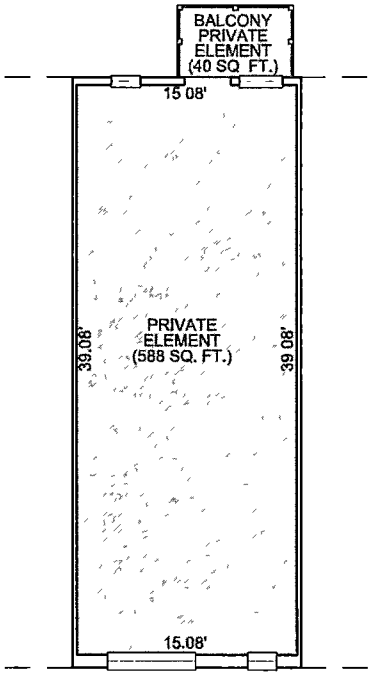
6/26/2025
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JMJudson

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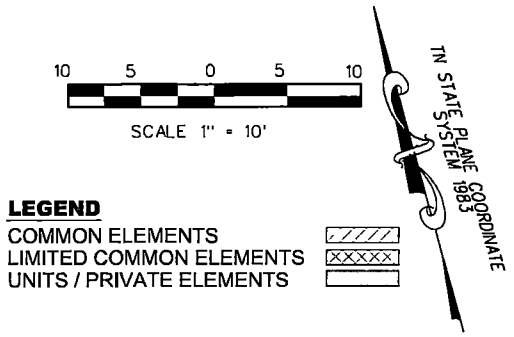
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UNIT TYPE "C"
3RD FLOOR
INTERIOR UNIT

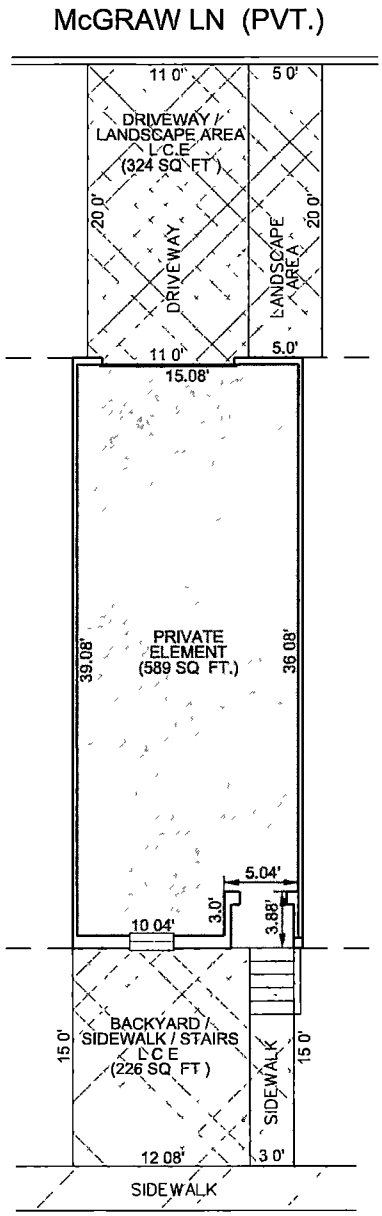


UNIT TYPE "C"
2ND FLOOR
INTERIOR UNIT



LEGEND

COMMON ELEMENTS
LIMITED COMMON ELEMENTS
UNITS / PRIVATE ELEMENTS



UNIT TYPE "C"
1ST FLOOR
INTERIOR UNIT

BUILDING 4

BARGE DESIGN SOLUTIONS
615 Third Avenue South Suite 700 Nashville Tennessee 37210
PHONE (615)254 1500 FAX (515) 255-8572

MADISON CAPITAL GROUP

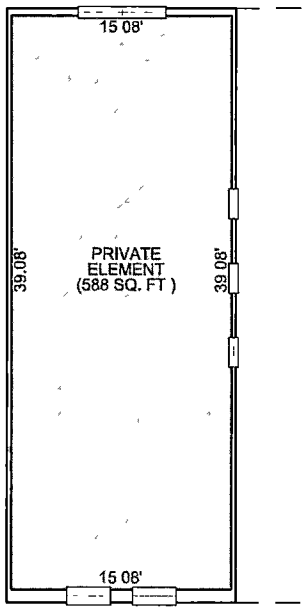
BUILDING 4 UNIT LAYOUT
MADISON TRINITY HPR
2ND COUNCILMANIC DISTRICT
NASHVILLE, DAVIDSON COUNTY, TENNESSEE

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JMJ	BTT
DRAWING NO	15
PROJECT NO	3776200
DATE	06-26-25

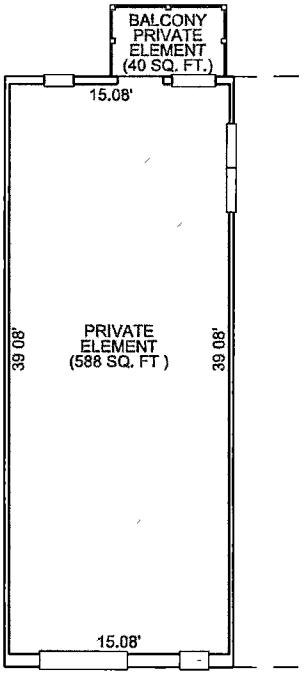
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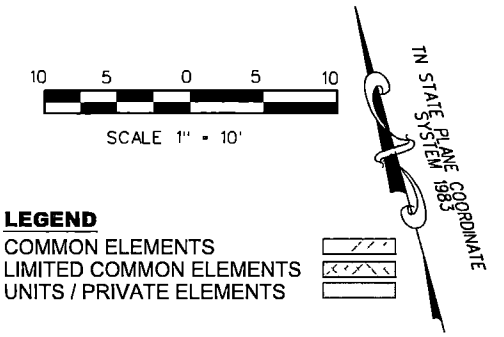
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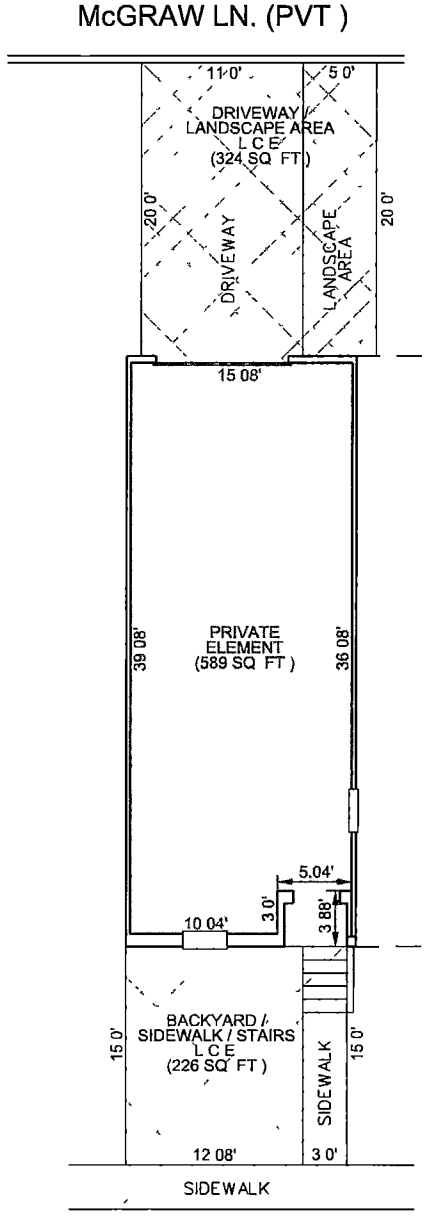


UNIT TYPE "C"
3RD FLOOR
NORTH END UNIT



UNIT TYPE "C"
2ND FLOOR
NORTH END UNIT





UNIT TYPE "C"
1ST FLOOR
NORTH END UNIT

BUILDING 4

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615 Third Avenue South Suite 700 Nashville Tennessee 37210
PHONE (615)254-1500 FAX (615) 255-6572

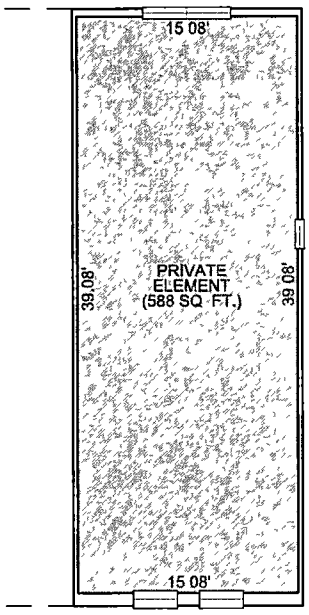
MADISON CAPITAL GROUP
BUILDING 4 UNIT LAYOUT
MADISON TRINITY HPR
2ND COUNCILMANIC DISTRICT
NASHVILLE, DAVIDSON COUNTY, TENNESSEE

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DRAWING NO.	
16	
PROJECT NO.	DATE
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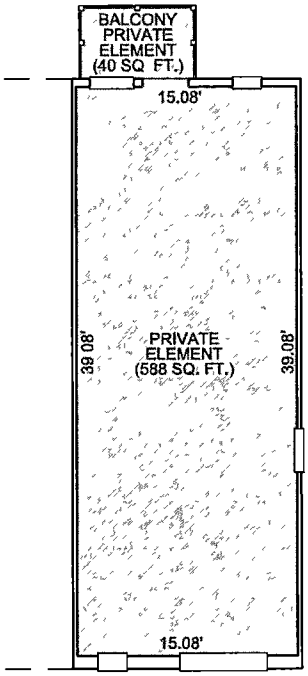
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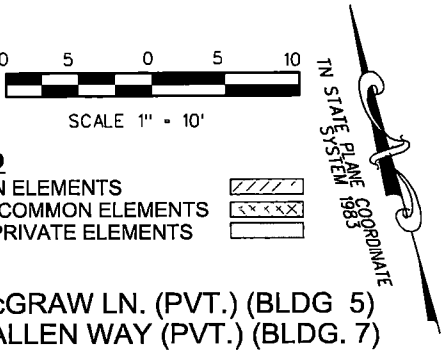
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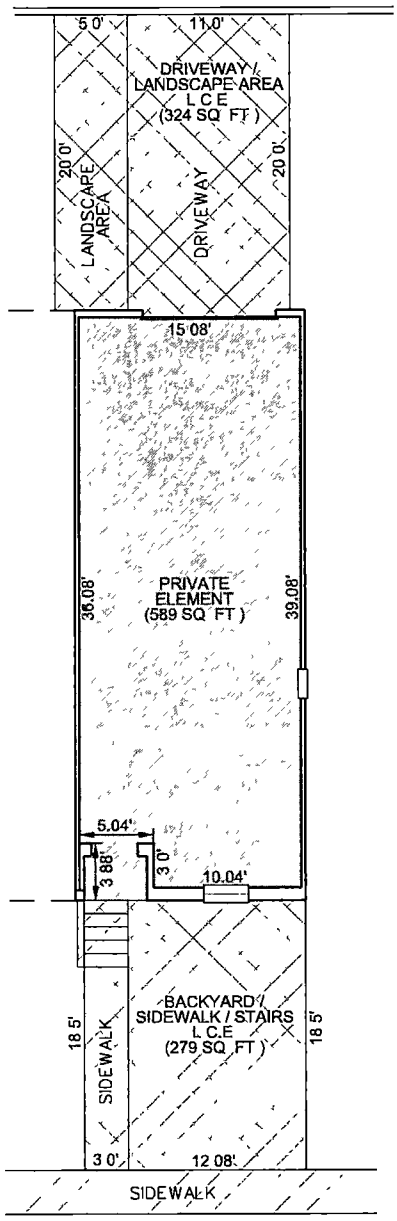
UNIT TYPE "D"
3RD FLOOR
NORTH END UNIT



UNIT TYPE "D"
2ND FLOOR
NORTH END UNIT



McGRAW LN. (PVT.) (BLDG 5)
WALLEN WAY (PVT.) (BLDG. 7)



UNIT TYPE "D"
1ST FLOOR
NORTH END UNIT

BUILDINGS 5 & 7

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PHONE (615)254-1500 FAX (615) 255-5572

MADISON CAPITAL GROUP

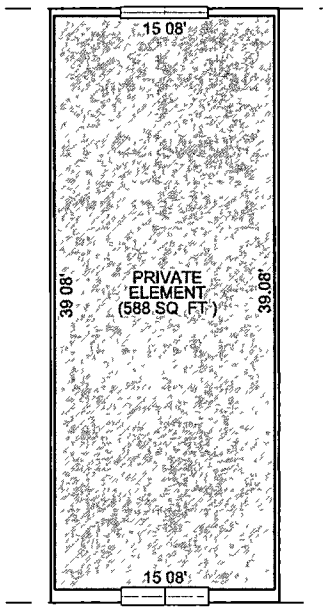
BUILDINGS 5 & 7 UNIT LAYOUT
MADISON TRINITY HPR
2ND COUNCILMANIC DISTRICT
NASHVILLE, DAVIDSON COUNTY, TENNESSEE

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PROJECT NO.	DATE
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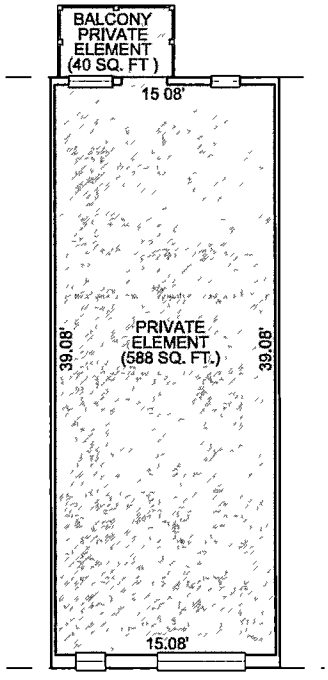
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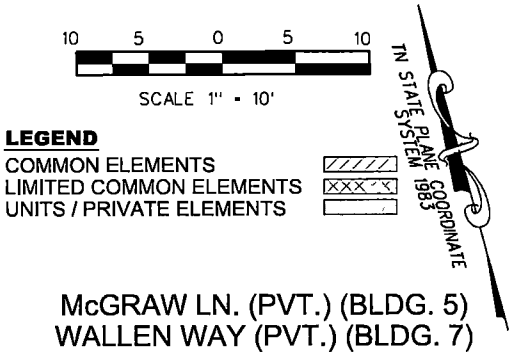
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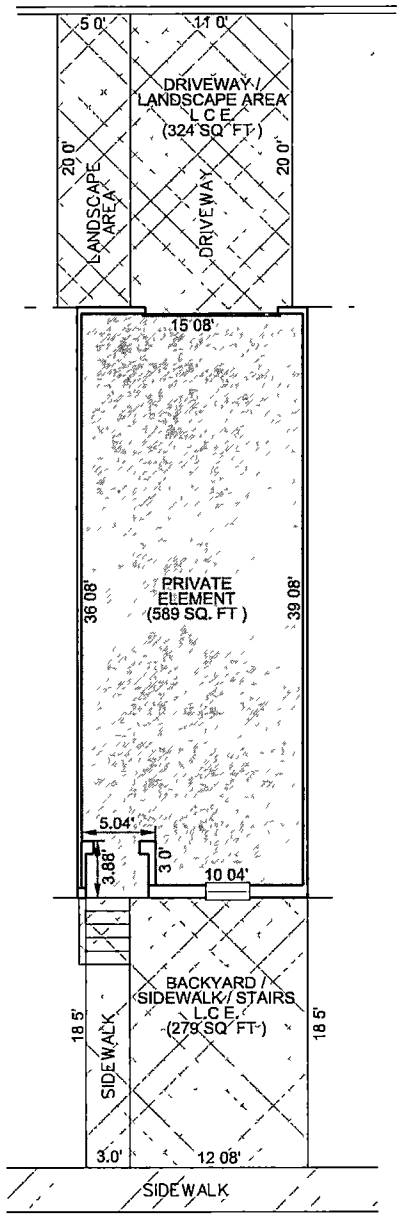
UNIT TYPE "D"
3RD FLOOR
INTERIOR UNIT



UNIT TYPE "D"
2ND FLOOR
INTERIOR UNIT



McGRAW LN. (PVT.) (BLDG. 5)
WALLEN WAY (PVT.) (BLDG. 7)



UNIT TYPE "D"
1ST FLOOR
INTERIOR UNIT

BUILDINGS 5 & 7

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MADISON CAPITAL GROUP

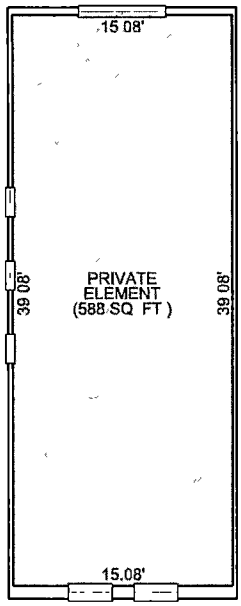
BUILDINGS 5 & 7 UNIT LAYOUT
MADISON TRINITY HPR
2ND COUNCILMANIC DISTRICT
NASHVILLE, DAVIDSON COUNTY, TENNESSEE

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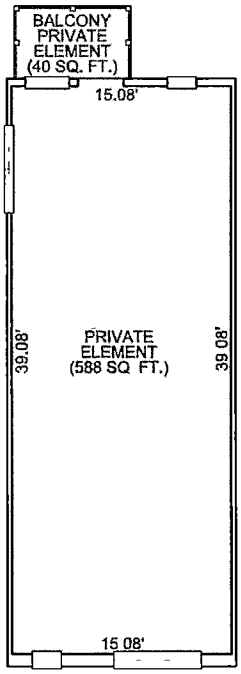
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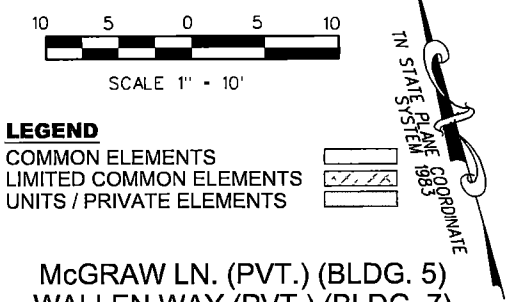
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UNIT TYPE "D"
3RD FLOOR
SOUTH END UNIT

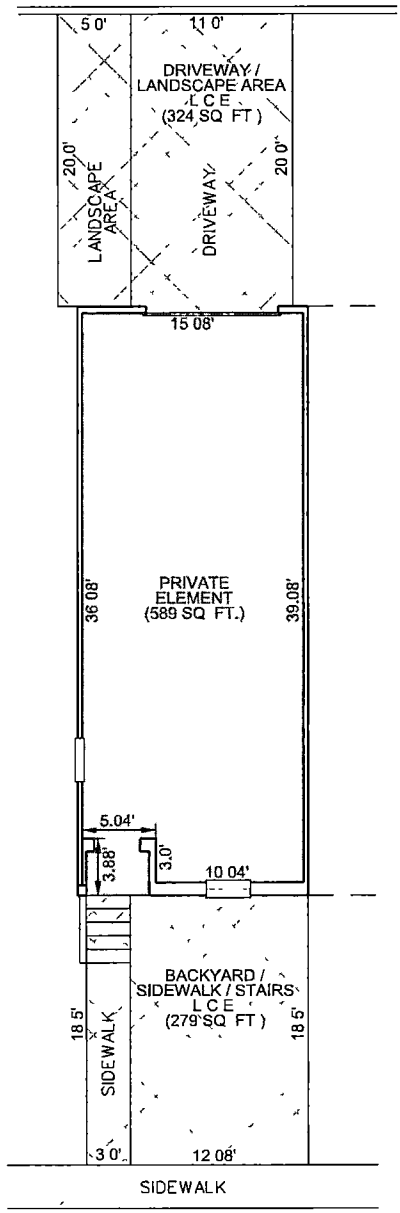


UNIT TYPE "D"
2ND FLOOR
SOUTH END UNIT



LEGEND
COMMON ELEMENTS
LIMITED COMMON ELEMENTS
UNITS / PRIVATE ELEMENTS

McGRAW LN. (PVT.) (BLDG. 5)
WALLEN WAY (PVT.) (BLDG 7)



UNIT TYPE "D"
1ST FLOOR
SOUTH END UNIT

BUILDINGS 5 & 7

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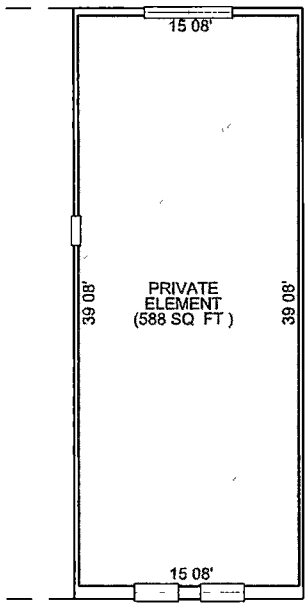
MADISON CAPITAL GROUP
BUILDINGS 5 & 7 UNIT LAYOUT
MADISON TRINITY HPR
2ND COUNCILMANIC DISTRICT
NASHVILLE, DAVIDSON COUNTY, TENNESSEE

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JMJ	BTT
DRAWING NO	19
PROJECT NO	3776200
DATE	06-26-25

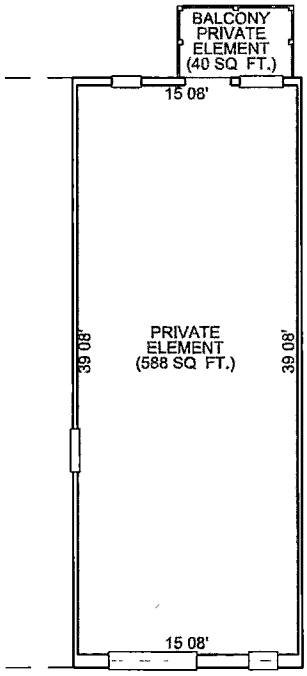
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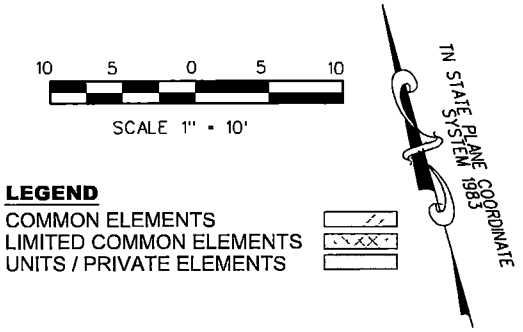
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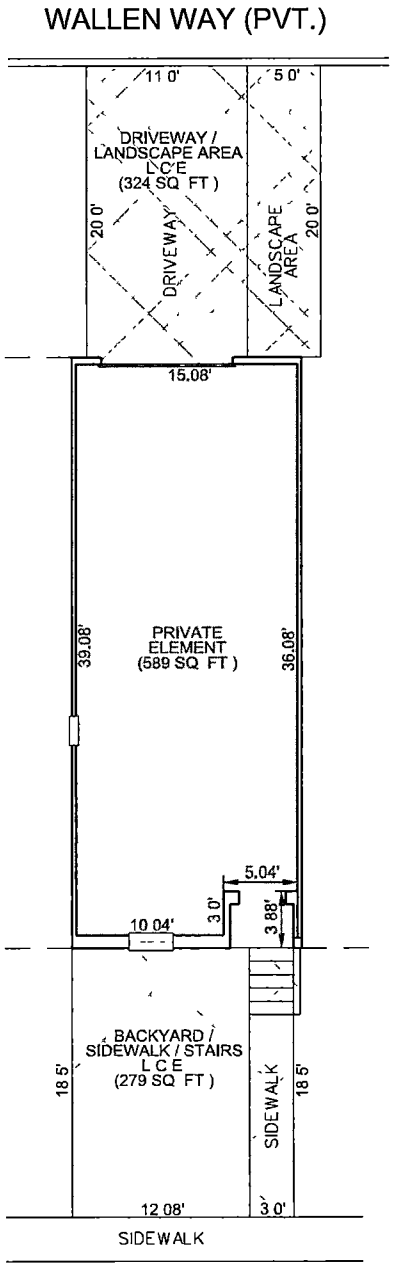


UNIT TYPE "E"
3RD FLOOR
SOUTH END UNIT



UNIT TYPE "E"
2ND FLOOR
SOUTH END UNIT





UNIT TYPE "E"
1ST FLOOR
SOUTH END UNIT

BUILDING 6

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615 Third Avenue South Suite 700 Nashville Tennessee 37210
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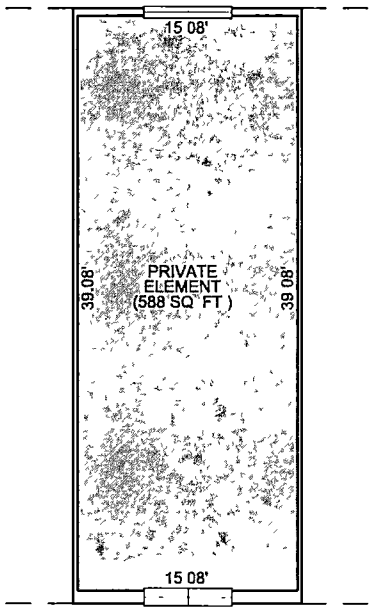
MADISON CAPITAL GROUP
UNIT LAYOUT
MADISON TRINITY HPR
2ND COUNCILMANIC DISTRICT
NASHVILLE, DAVIDSON COUNTY, TENNESSEE

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PROJECT NO.	DATE
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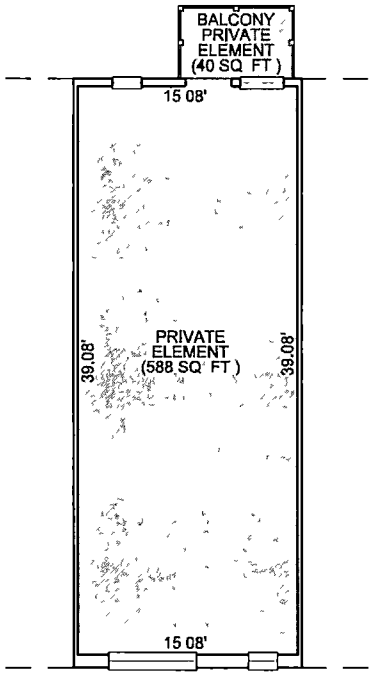
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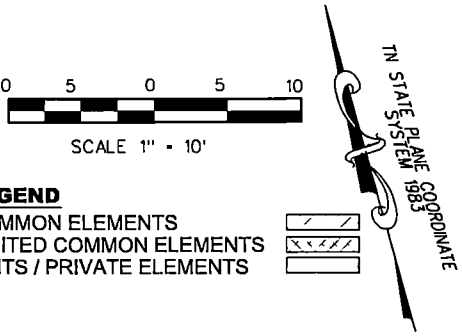
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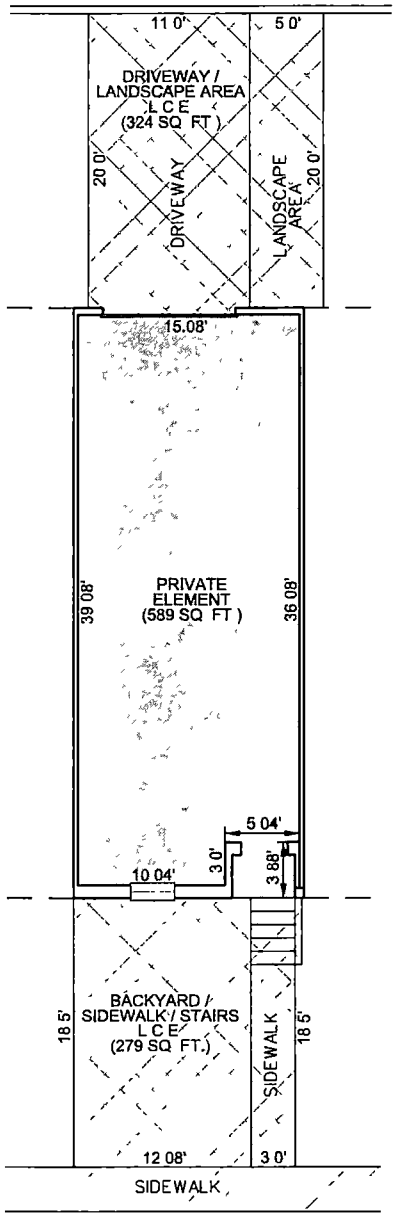
UNIT TYPE "E"
3RD FLOOR
INTERIOR UNIT



UNIT TYPE "E"
2ND FLOOR
INTERIOR UNIT



WALLEN WAY (PVT.)



UNIT TYPE "E"
1ST FLOOR
INTERIOR UNIT

BUILDING 6

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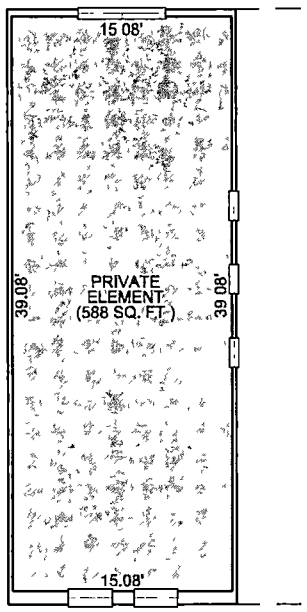
MADISON CAPITAL GROUP
BUILDING 6 UNIT LAYOUT
MADISON TRINITY HPR
2ND COUNCILMANIC DISTRICT
NASHVILLE, DAVIDSON COUNTY, TENNESSEE

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JMJ	BTT
DRAWING NO.	21
PROJECT NO.	3776200
DATE	06-26-25

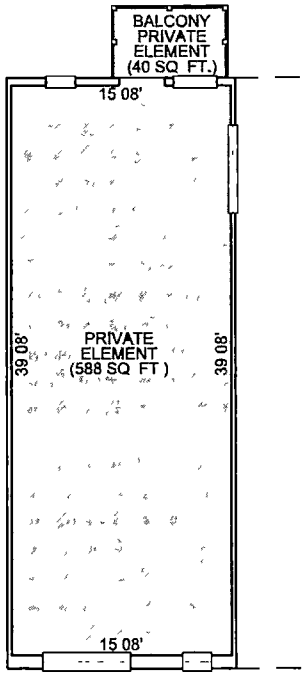
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jmjackson

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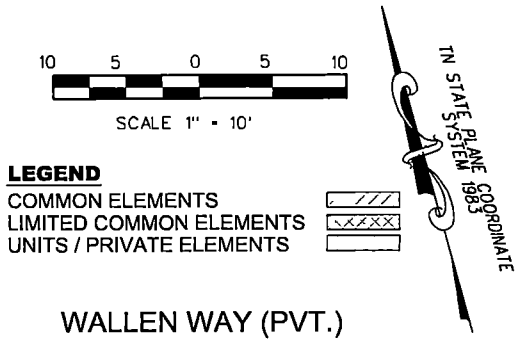
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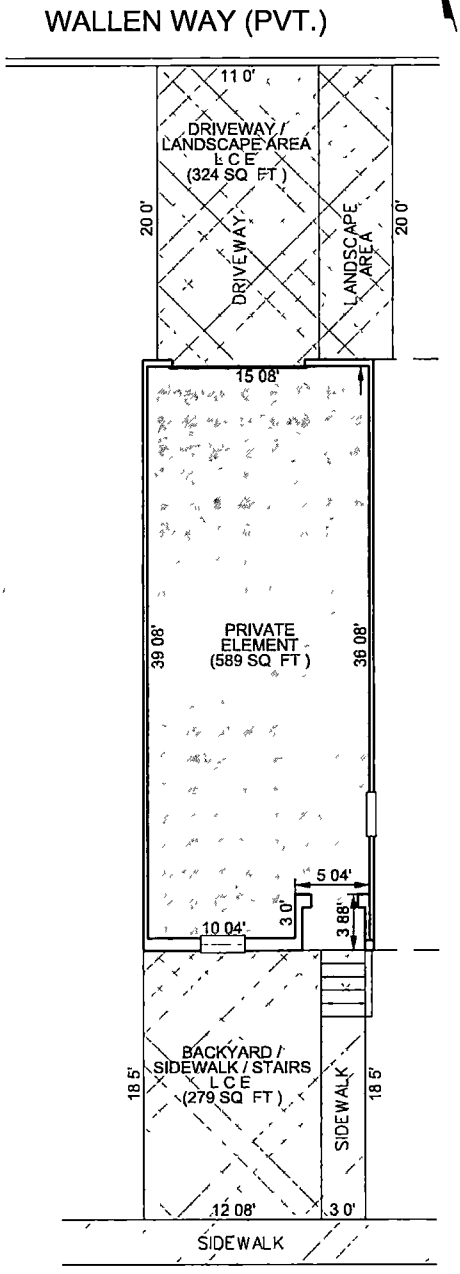


UNIT TYPE "E"
3RD FLOOR
NORTH END UNIT



UNIT TYPE "E"
2ND FLOOR
NORTH END UNIT





UNIT TYPE "E"
1ST FLOOR
NORTH END UNIT

BUILDING 6

BARGE DESIGN SOLUTIONS
615 Third Avenue South Suite 700 Nashville Tennessee 37210
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MADISON CAPITAL GROUP

BUILDING 6 UNIT LAYOUT
MADISON TRINITY HPR
2ND COUNCILMANIC DISTRICT
NASHVILLE, DAVIDSON COUNTY, TENNESSEE

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JMJ	BTT

DRAWING NO. 22

PROJECT NO.	DATE
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UNIT NUMBER	PRIVATE ELEMENT (SQ. FT.)	LIMITED COMMON ELEMENT (SQ. FT.)	UNIT TOTAL
BUILDING 1			
905 Haggard St	1,805	499	2,304
907 Haggard St	1,805	499	2,304
909 Haggard St	1,805	499	2,304
911 Haggard St	1,805	499	2,304
913 Haggard St	1,805	499	2,304
915 Haggard St	1,805	499	2,304
917 Haggard St	1,805	499	2,304
919 Haggard St	1,805	499	2,304
921 Haggard St	1,805	499	2,304
BLDG 1 TOTALS	**16,245**	**4,491**	**20,736**
BUILDING 2			
925 Haggard St	1,805	499	2,304
927 Haggard St	1,805	499	2,304
929 Haggard St	1,805	499	2,304
929 Haggard St	1,805	499	2,304
931 Haggard St	1,805	499	2,304
933 Haggard St	1,805	499	2,304
935 Haggard St	1,805	499	2,304
937 Haggard St	1,805	499	2,304
939 Haggard St	1,805	499	2,304
941 Haggard St	1,805	499	2,304
943 Haggard St	1,805	499	2,304
945 Haggard St	1,805	499	2,304
947 Haggard St	1,805	499	2,304
949 Haggard St	1,805	499	2,304
951 Haggard St	1,805	499	2,304
953 Haggard St	1,805	499	2,304
955 Haggard St	1,805	499	2,304
957 Haggard St	1,805	499	2,304
959 Haggard St	1,805	499	2,304
961 Haggard St	1,805	499	2,304
963 Haggard St	1,805	499	2,304
BLDG. 2 TOTALS	**37,905**	**10,479**	**48,384**
BUILDING 3			
801 McEntire Pl	1,805	656	2,461
803 McEntire Pl	1,805	656	2,461
805 McEntire Pl	1,805	656	2,461
807 McEntire Pl	1,805	656	2,461
809 McEntire Pl	1,805	656	2,461
811 McEntire Pl	1,805	656	2,461
813 McEntire Pl	1,805	656	2,461
815 McEntire Pl	1,805	656	2,461
817 McEntire Pl	1,805	656	2,461
819 McEntire Pl	1,805	656	2,461
821 McEntire Pl	1,805	656	2,461
BLDG. 3 TOTALS	**19,855**	**7,216**	**27,071**

NOTE PRIVATE ELEMENT TOTAL INCLUDES 2ND FLOOR BALCONY (40 SQ FT / UNIT)

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MADISON CAPITAL GROUP

UNIT & BUILDING AREA TABLES
MADISON TRINITY HPR
2ND COUNCILMANIC DISTRICT
NASHVILLE, DAVIDSON COUNTY, TENNESSEE

DRAWN BY	CHECKED BY
JMJ	BTT
DRAWING NO.	
23	
PROJECT NO	DATE
3776200	06-26-25

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UNIT NUMBER	PRIVATE ELEMENT (SQ. FT.)	LIMITED COMMON ELEMENT (SQ. FT.)	UNIT TOTAL
BUILDING 4			
700 McGraw Ln	1,805	550	2,355
702 McGraw Ln	1,805	550	2,355
704 McGraw Ln	1,805	550	2,355
706 McGraw Ln	1,805	550	2,355
708 McGraw Ln	1,805	550	2,355
710 McGraw Ln	1,805	550	2,355
712 McGraw Ln	1,805	550	2,355
714 McGraw Ln	1,805	550	2,355
716 McGraw Ln	1,805	550	2,355
718 McGraw Ln	1,805	550	2,355
BLDG. 4 TOTALS	**18,050**	**5,500**	**23,550**

BUILDING 5			
701 McGraw Ln	1,805	603	2,408
703 McGraw Ln	1,805	603	2,408
705 McGraw Ln	1,805	603	2,408
707 McGraw Ln	1,805	603	2,408
709 McGraw Ln	1,805	603	2,408
711 McGraw Ln	1,805	603	2,408
713 McGraw Ln	1,805	603	2,408
715 McGraw Ln	1,805	603	2,408
717 McGraw Ln	1,805	603	2,408
719 McGraw Ln	1,805	603	2,408
BLDG. 5 TOTALS	**18,050**	**6,030**	**24,080**

BUILDING 6			
600 Wallen Way	1,805	603	2,408
602 Wallen Way	1,805	603	2,408
604 Wallen Way	1,805	603	2,408
606 Wallen Way	1,805	603	2,408
608 Wallen Way	1,805	603	2,408
610 Wallen Way	1,805	603	2,408
612 Wallen Way	1,805	603	2,408
614 Wallen Way	1,805	603	2,408
616 Wallen Way	1,805	603	2,408
618 Wallen Way	1,805	603	2,408
BLDG. 6 TOTALS	**18,050**	**6,030**	**24,080**

BUILDING 7			
601 Wallen Way	1,805	603	2,408
603 Wallen Way	1,805	603	2,408
605 Wallen Way	1,805	603	2,408
607 Wallen Way	1,805	603	2,408
609 Wallen Way	1,805	603	2,408
611 Wallen Way	1,805	603	2,408
613 Wallen Way	1,805	603	2,408
615 Wallen Way	1,805	603	2,408
617 Wallen Way	1,805	603	2,408
BLDG. 7 TOTALS	**16,245**	**5,427**	**21,672**

NOTE PRIVATE ELEMENT TOTAL INCLUDES 2ND FLOOR BALCONY (40 SQ FT / UNIT)

BARGE DESIGN SOLUTIONS
615 Third Avenue South Suite 700 Nashville Tennessee 37210
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MADISON CAPITAL GROUP
AREA TABLES
MADISON TRINITY HPR
2ND COUNCILMANIC DISTRICT
NASHVILLE, DAVIDSON COUNTY, TENNESSEE

DRAWN BY	CHECKED BY
JMJ	BTT
DRAWING NO.	24
PROJECT NO.	DATE
3776200	06-26-25

6/25/2025 9:27:16 AM JMJudson

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GEN. COMMON ELEMENT	SQ. FT.
ROADS	30,237
SIDEWALKS	6,857
RET WALL	452
MAIL KIOSK	320
LANDSCAPED AREA	76,420
TOTAL	**114,286**

NOTE SEE SHEETS 23 & 24 FOR INDIVIDUAL UNIT TOTALS

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PHONE (615)254-1500 FAX (615) 255-6572

MADISON CAPITAL GROUP

GENERAL COMMON ELEMENT AREA TABLE

MADISON TRINITY HPR

2ND COUNCILMANIC DISTRICT

NASHVILLE, DAVIDSON COUNTY, TENNESSEE

DRAWN BY	CHECKED BY
JMJ	BTT

DRAWING NO 25

PROJECT NO	DATE
3776200	06-26-25

6/26/2025 9:07:25 AM JMJackson

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EXHIBIT E

Attorney's Opinion Letter

[See attached.]

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DAYNE P GEYER
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E-Mail dgeyer@bakerdonelson com

Friday, July 15, 2025

Madison Capital Group
Attn: Ross Rabun
2108 Monrovia Street, Suite 100
Charleston, South Carolina 29405

Re: Legal Opinion For Madison Trinity Homeowners Association, Inc.

I am an attorney licensed in the State of Tennessee. This letter serves as the attorney's opinion required under Tennessee Code Annotated section 66-27-103(b). As such, I certify that upon the recording of this legal opinion and the following additional documents, all legal requirements for the creation of a Planned Unit Development under the terms of the above-referenced statute will have been met:

1. The Declaration of Covenants, Conditions and Restrictions for Madison Trinity, a Horizontal Property Regime with Private Elements.

2. Bylaws of Madison Trinity Homeowners Association, Inc., a not-for-profit corporation;

3. Charter of Madison Trinity Homeowners Association, Inc., a not-for-profit corporation; and

4. The Site Plan for Madison Trinity, a Horizontal Property Regime with Private Elements, shows the units, private elements, common elements, and limited common elements.

Best regards,

BAKER, DONELSON, BEARMAN,
CALDWELL & BERKOWITZ, PC

Dayne P. Geyer

Dayne P. Geyer

Tennessee Certification of Electronic Document

I, Dayne P Geyer, 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 July 15, 2025 (date of document).

Affiant Signature

July 18, 2025
Date

State of Tennessee

County of Davidson

Sworn to and subscribed before me this 18 day of July, 2025.

Notary's Signature

MY COMMISSION EXPIRES. 01/04/2027

NOTARY'S SEAL

