This instrument prepared by:
Matthew G. Noggle, Esq.
4235 Hillsboro Pike, Suite 300
Nashville, TN 37215

Karen Johnson Davidson County
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DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR

THE PAIR AT ELMHURST

A PLANNED UNIT DEVELOPMENT

CREATED UNDER TENNESSEE CODE ANN. §§ 66-27-101 ET SEQ.

THIS DECLARATION is made as of this 7th day of August, 2025, by LUCILE, LLC, a Tennessee limited liability company (the "**Declarant**").

WITNESSETH:

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

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

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

NOW, THEREFORE, the Declarant declares as follows:

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

a) "**Act**" means the Horizontal Property Act of the State of Tennessee, Tennessee Code Annotated, Sections 66-27-101, *et seq.*, as the same may be amended from time to time.

b) "**Association**" means The Pair at Elmhurst Homeowner's Association, Inc., a Tennessee not-for-profit corporation.

c) "**Board**" means the Board of Directors of The Pair at Elmhurst Homeowner's Association, Inc., a Tennessee not-for-profit corporation.

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

e) "**By-Laws**" mean the By-Laws of The Pair at Elmhurst Homeowner's Association, Inc. attached hereto as Exhibit C and made a part hereof, as amended from time to time. For purpose of the Act, all provisions contained in the body of this Declaration dealing with the administration and maintenance of the property shall be deemed to be part of the By-Laws.

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

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

h) "**Declarant**" shall refer to Lucile, LLC a Tennessee limited liability company, and its successors and assigns.

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

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

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

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

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

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

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

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

q) "**Period of Declarant Control**" means the period commencing upon the date hereof and ending when: (1) the infrastructure for the Property has been completed and all bonds or other security therefor have been released; and (2) all Units within the Property have been improved and sold to purchasers who intend to occupy such Unit or to have such Unit occupied as

a single family residence, and not for resale; and (3) no part of the Property is owned by the Declarant or its successors or assigns; and (4) all Class B memberships in the Association have been terminated; provided that, at the sole option of the Declarant, the Period of Declarant Control may be terminated at any time by written notice from the Declarant to the Board of Directors of the Association. Notwithstanding the foregoing, however, if necessary to comply with federal regulations applicable to Mortgagees, the Period of Declarant Control shall terminate at the latest time prescribed by such regulations. The class B membership shall cease once all Units owned by the Declarant are sold to third parties.

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

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

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

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

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

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

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

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

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

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

3. **Plat**. Plat or site plan sets forth the numbers, areas and locations of each Unit and other data as required by the Act.

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

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

a) Association of Unit Owners and Administration and Operation of the Property. There has been formed an Association having the name The Pair at Elmhurst Homeowner's Association Inc., a Tennessee not-for-profit corporation, which Association shall be the governing body for all Unit Owners and shall be operated to provide guidelines for the maintenance, repair, replacement, administration, and operation of the property, as provided in the Act, this Declaration and the By-Laws. The Unit Owners shall be members of the Association, with each Unit holding an undivided membership interest appurtenant to a Unit being in an equal share, subject to the provisions concerning voting hereinafter set forth. The By-Laws for the Association shall be the By-Laws attached to this Declaration as Exhibit C and made a part hereof, as they may be amended from time to time. The Board of Directors of the Association shall be elected and serve in accordance with the provisions of the By-Laws. The fiscal year of the Association shall be determined by the Board and may be changed from time to time as the Board deems advisable. The Association shall not be deemed to be conducting a business of any kind. All activities undertaken by the Association shall be for the sole benefit of the Unit Owners, and any funds received by the Association shall be held and applied by it for the use and benefit of Unit Owners, in accordance with the provisions of this Declaration and By-Laws. A Unit Owner's membership shall automatically terminate when he ceases to be a Unit Owner. Upon the conveyance or transfer of a Unit Owner's ownership interest to a new Unit Owner, the new Unit Owner shall simultaneously succeed to the former Unit Owner's membership in the Association. The aggregate number of votes for all members of the Association shall be divided among the respective Unit Owners with one (1) vote granted to each Unit (except that the Declarant shall have three (3) votes per Unit as provided below).

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

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

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

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

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

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

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

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

8. **Use of the Common Elements**. Each Unit Owner shall have the right to use the Common Elements (and not the Private Elements) in common with all other Unit Owners, if applicable, as may be required for the purposes of access, ingress to, egress from, use, occupancy and enjoyment of the respective Unit owned by such Unit Owner. Such right to use the Common Elements shall extend not only to each Unit Owner, but also to his agents, tenants, family members, customers, invitees, and licenses. However, each Unit Owner shall have the right to the exclusive use and possession of the Private Elements and Limited Common Elements and shall be used by such Unit Owner(s) subject to the Rules and Regulations of the Association.

9. **Common Expenses.**

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

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

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

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

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

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

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

11. **Separate Real Estate Taxes.** Real estate taxes shall be separately taxed to each Unit Owner for his Unit, its Private Elements, its appurtenant interest in the Common Elements and Limited Common Elements, and its corresponding interest in the Association, as provided in the

Act. In the event that such taxes for any year are not separately taxed to each Unit Owner, but rather are taxed on the property as a whole, then each Unit Owner shall pay its proportionate share, in accordance with such unit owner's respective percentage of ownership interest in the Association, of the total tax obligation, and, in said event, such taxes shall be deemed a Common Expense.

12. **Easements**.

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

b) Utilities. Declarant reserves unto itself, its successors, assigns, and agents, including, without limitation, the Association and each Unit Owner, an easement in, upon, through, and over the lands comprising the Limited Common Elements and Private Elements for the purpose of installation, maintenance, repair, and replacement of all sewer, water, power and telephone, pipes, lines, mains, conduits, waters, poles, transformers, and any and all other equipment or machinery necessary or incidental to the proper functioning of any utility systems serving the Planned Unit Development. An easement exists for ingress and egress and maintenance in favor of any public utility providing utility services to the Units and to each Unit Owner if necessary to maintain their Unit by accessing the other Unit's Private Elements. Reasonable notice to access the adjoining Unit's Private Elements or Limited Common Elements shall be given to the affected Unit Owner prior to any such access, unless access is required due to emergency circumstances.

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

d) Shared Access Driveway. The shared access driveway providing access to and from Unit A and Unit B from Elmhurst Avenue, as depicted on the Plat attached hereto as Exhibit "B" as Shared Access (the "Shared Access Driveway") shall be deemed to be a Limited Common Element appurtenant to Unit A and Unit B, respectively. Declarant, for itself, its successors and assigns, hereby declares that The Owner of Unit A and Unit B shall have a perpetual access easement over the Shared Access Driveway in common with each other, for pedestrian and vehicular ingress and egress to and from their respective Units and Elmhurst Avenue. This

easement does not grant any parking rights, and the Owner of Unit A shall only park vehicles on the portion of the Shared Access Driveway located on the Limited Common Element appurtenant to Unit A, and the Owner of Unit B shall only park vehicles on the portion of the Shared Access Driveway located on the Limited Common Element appurtenant to Unit B. The Owner of Unit C have no rights to use any portion of the Shared Access Driveway. No Owner shall be permitted to restrict or block access to the Shared Access Driveway such that the Owner of Unit A or Unit B cannot access their respective Unit from Elmhurst over the Shared Access Driveway.

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

a) Owner Responsibility. Except as otherwise provided herein, Each Unit Owner, at his own expense, shall furnish and be responsible for all maintenance of, repairs to and replacements within and to the exterior of his Unit and its Private Elements and Limited Common Elements. If, due to the act or neglect of a Unit Owner, or of his agent, servant, tenant, family member, invitee, licensee, or household pet, damage shall be caused to the Private Elements or Limited Common Elements owned by others, or if general maintenance of utility lines, etc. are required and such repair or damage is on another Unit Owner's Private Elements or Limited Common Elements, then the Unit Owner which s caused or necessitated the damage shall pay for such damage or such maintenance, repairs and replacements. Each Unit Owner, at his own expense, shall furnish and be responsible for all decorating and maintenance pertaining to his Unit and the Private and Limited Common Elements serving his Unit, as may be required from time to time.

b) Shared Access Driveway. The Owner of Unit A shall be responsible for maintenance, repair and replacement of the portion of the Shared Access Driveway located on the Limited Common Element appurtenant to Unit A, and the Owner of Unit B shall be responsible for maintenance, repair and replacement of the portion of the Shared Access Driveway located on the Limited Common Element appurtenant to Unit B.

c) Party Walls. Each wall built as part of the original construction of a structure upon the Private Elements and placed on the dividing line between two Units shall constitute a party wall and, to the extent not inconsistent with the provisions of this Declaration, the general rules of law regarding party walls and liability for property damage due to negligence or willful acts or omissions shall apply thereto. The following provisions shall apply to all party walls constructed on the Property: (i) The cost of reasonable repair and maintenance of a party wall shall be shared by the Unit Owners who make use of the wall in proportion to such use. (ii) If a party wall is destroyed or damaged by fire or other casualty, any Unit Owner who has used the wall may restore it. If other Unit Owners make use of the wall, they shall contribute to the cost of restoration thereof in proportion to such use subject, however, to the right of any Unit Owners to call for a larger contribution from the others under any rule of law regarding liability for negligence or willful acts or omissions. (iii) The Unit Owner may construct or reconstruct a party wall subject to and within the limitations of architectural control and other limitation of this Declaration with the right to go upon the adjoining Unit or Lot to the extent reasonably necessary to perform the construction. The construction shall be done expeditiously. Upon completion of the construction, the Unit Owner shall restore, as is reasonably practicable, the adjoining Unit to as near the same condition, which prevailed on or before the commencement of the construction. (iv) The right of any Unit owner to contribution from any other Unit Owner under this Section shall be appurtenant

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to the land and shall pass to the Unit Owner's successors in title. (v) If any Unit Owner desires to sell his Unit, he may, in order to assure a prospective purchaser that no adjoining Unit Owner(s) has a right of contribution as provided in this Article, request that the adjoining Unit Owner(s) provide a certification that no right of contribution exists. It shall be the duty of each adjoining Unit Owner to make a certification as to whether there is any pending claim of contribution immediately upon request and without charge.

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

14. **Alterations Additions or Improvements**. Except as otherwise provided herein, no alteration of any General Common Elements, or any additions or improvements thereto, shall be made by any Unit Owner without the prior written approval of the Board. The Board may authorize alterations, additions, and improvements of the General Common Elements as provided in the By-Laws. Any Unit Owner may make alterations, additions or improvements within his Unit, Private Elements and Limited Common Elements without the prior written approval of the Board, but such Unit Owner shall be responsible for any damage to other Units, the General Common Elements, if any, Limited Common Elements, the Property, or any part thereof, resulting from such alterations, additions and improvements. Any changes to the exterior of the homes shall be in keeping with the architectural style and construction quality of the homes as originally built.

15. **Insurance.**

a) Unit Owner Insurance. Each Unit Owner shall be responsible for obtaining hazard insurance which includes liability coverage on the Unit, the contents of such Unit Owner's Unit, such Unit Owner's Private Elements, and such Unit Owner's Limited Common Elements, as well as additions and improvements thereto, decorations, furnishings, and personal property therein, and personal property stored elsewhere on the Property.

b) Association Insurance. The Association, in the Board's discretion, may elect to obtain and maintain, to the extent obtainable at a reasonable cost, (i) public liability insurance covering the Association and each Unit Owner in respect to any injury occurring upon or within the Common Elements, if applicable, (ii) insurance for the General Common Elements, if applicable, exclusive of the Units and Private Elements, against loss or damage by fire, vandalism, malicious mischief and such other hazards as are covered under standard extended coverage provisions, and such other insurance as the Board may determine, provided the Association shall have no obligation to obtain such insurance. Any such insurance coverage shall be written in the name of, and the proceeds thereof shall be payable to, the Association, as the Trustee for the Unit Owner in proportion to the Unit Owner's respective percentages of ownership in the Property and the Common Elements, as set forth in this Declaration, and for the holders of mortgages on the Units, if any. The policy of insurance should also contain, if possible, a waiver of subrogation

rights by the insurer against the Unit Owners. The premiums for such insurance shall be a Common Expense. Nothing in this paragraph shall prohibit Unit Owners from purchasing any other insurance for their own benefit provided that all policies shall contain waivers of subrogation and further provided that the liability of the carriers issuing insurance obtained by the Association shall not be affected or diminished by reason of any such additional insurance carried by any Unit Owner. The Association may also obtain such other insurance as it deems desirable in such amounts from such sources and in such forms as it deems desirable, insuring the Property and each member of the Board and officer of the Association, and each member of any committee appointed pursuant to the By-Laws of the Association, from liability arising from the fact that said person is or was a director or officer of the Association, or a member of such a committee.

16. **Damage and Reconstruction**. Each Unit Owner shall be responsible for the costs of any reconstruction, repair or replacement of his or her Unit, and in any event each Unit Owner shall be responsible for any damage to any portion of the Planned Unit Development necessitated by his negligence or misuse or the negligence or misuse of persons for whose actions he is responsible..

17. **Condemnation**. In the event of any taking of any Unit in the Planned Unit Development by eminent domain, the Unit Owner and any Mortgagee of such Unit shall be entitled to receive the award for such taking attributable to the Unit Owner's proportionate share of the loss or reduction in the fee simple estate and the Building and other improvements to the land and after acceptance thereof he and his Mortgagee shall be divested of all interest in the Planned Unit Development if such Unit Owner shall vacate his Unit by virtue of such taking. . In the event of a taking of part of the Common Elements in condemnation or by eminent domain, the award made for such taking shall be payable to the Association. If a majority of the Board in their sole and absolute discretion approve 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. In the event the Board does not approve the repair and commence restoration of such Common Elements within one hundred twenty (120) days after taking by the public or private authority, the Board shall disburse the net proceeds of such award on the basis of such Unit's percentage of ownership in the Common Elements.

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

a) Use and Occupancy Restrictions. Subject to the provisions of the By-Laws, no part of the Property may be used for purposes other than housing and the related common purposes for which the Property was designed and as allowed by zoning laws. Each Unit shall be used as one single family residence or such other use permitted by this Declaration, and for no other purpose, except that professional and quasi-professional people may use their residence (not in violation of municipal zoning laws) as an ancillary or secondary facility to an office established elsewhere. Renting or leasing their Units to others to be used as a residence, including, short term rental services such as VRBO, Airbnb, etc, shall be permitted so long as in compliance with applicable zoning codes and Metro Nashville ordinances. The foregoing restrictions as for residence shall in no event be constructed in such manner as to prohibit a Unit Owner from: (a) maintaining his personal professional library; (b) keeping his personal business or professional records or accounts; or (c) handling his personal business or professional telephone calls or correspondence.

Such uses are expressly declared customarily incident to the principal residential use and not in violation of said restrictions.

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

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

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

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

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

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

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

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

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

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Unit Owner's corresponding percentage of ownership in the Common Elements, and to immediate possession of the Unit sold and may apply to the court for a writ of assistance for the purpose of acquiring such possession, and it shall be a condition of any such sale, and the decree shall so provide, that the purchaser shall take the interest in the Unit Ownership sold subject to this Declaration.

20. **Amendments.** The provisions of this Declaration may be amended by an instrument in writing, setting forth such amendment, signed by two thirds (2/3) of the Unit Owners. provided, however, that all lien holders of record have been notified by certified mail of such amendment, and an affidavit by the Secretary of the Association certifying to such mailing is made a part of such instrument. However, if the Act, this Declaration or the By-Laws require the consent or agreement of all Unit Owners or of all lien holders for any action specified in the Act or in this Declaration, then any instrument amending any provision of this Declaration with respect to such action shall be signed by all Unit Owners and/or all lien holders or both as required by the Act or this Declaration. Any amendment shall be effective upon the recording of such instrument in the Office of the Register of Davidson County, Tennessee; provided, however, that no provisions in this Declaration may be amended so as to conflict with the provisions of the Act. Notwithstanding the above, the Declarant shall have the right to make and record any necessary amendment to this instrument for the express purpose of completion of development or correction of clerical errors, or as may be required to obtain FHA/VA, FNMA, FHLMC or other desired approval for the horizontal property regime.

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

22. **Rights and Obligations.** Each Grantee of Declarant, by the acceptance of a deed of conveyance, accepts the same subject to all restrictions, conditions, covenants, reservations, liens, and charges, and the jurisdiction, rights, and powers created or reserved by this Declaration. All future Unit Owners and Occupants shall be subject to and shall comply with the provisions of this Declaration. Any restrictions or rules in the By-Laws which are more than administrative in nature such as, but not limited to, reservations and future rights of Declarant are hereby incorporated into and made a part of this Declaration by reference. All rights, benefits and privileges hereby imposed shall be deemed and taken to be covenants running with the land and shall bind any person having at any time any interest or estate in said land and shall inure to the benefit of such grantee in like manner as though the provisions of this Declaration were recited and stipulated at length in each and every deed of conveyance or contract for conveyance. All present and future Unit Owners and Occupants of a Unit shall be subject to, and shall comply with, the provisions of the By-Laws appended hereto and recorded herewith, pursuant to Tennessee Code Annotated, Section 66-27-111, as they may be amended from time to time. The acceptances of a deed of conveyance, devise, or lease to a Unit, or the entering into occupancy of any Unit shall constitute an agreement that the provisions of the By-Laws, and any Rules and Regulations promulgated thereunder, as they may be amended from time to time, are assumed, accepted and ratified by such Unit Owner or Occupant, and all of such provisions shall be deemed and taken to be covenants running with the land and shall bind any person having at any time any interest or estate in such Unit, as though

such provisions were recited and stipulated at length in each and every deed, conveyance or lease thereof. The terms and conditions of the Declaration, By-Laws, and rules and regulations of the Association may be incorporated by reference in, and become part of, the agreement between any first mortgagee and any present or future Unit Owner who enters into such an agreement with a first mortgage. When so incorporated, any default in the terms and conditions of this Declaration, By-Laws, and rules and regulations may be considered by the first mortgagee as a default, whereupon said first mortgagee, after exercising its option to declare a default, shall then have all of the rights and privileges arising as a result of a default under its agreement with said Unit Owner.

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

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

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

c) The right of the Association to diminish in any way or to dedicate or transfer all or any part of the Common Elements to any public agency or authority for such purposes and subject to such conditions as may be agreed to by the members entitled to vote thereon, provided that no such diminution or dedication or transfer or determination as to the purposes or as to the conditions thereof, shall be effective unless both members of the Association have agreed to such dedication, transfer, purpose, or condition; and

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

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

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

b) Any first mortgagee of a Unit who comes into possession of the Unit pursuant to the remedies provided in the mortgage, or deed of trust, or by foreclosure of the mortgage or deed of trust, or by deed in lieu of foreclosure, shall take the property free of any claims for unpaid assessments or charges against the mortgaged Unit which accrue prior to the time such holder comes into possession of the Unit (except for claims for a pro rata share of such assessments or charges resulting from a pro rata reallocation of such assessments or charges to all Units including the mortgaged Unit).

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

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

ii. Use hazard insurance proceeds for losses to the Common Elements for other than the repair, replacement or reconstruction of such improvements, except as provided by T.C.A. Section 66-27-118. In case of substantial loss to the Common Elements.

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

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

f) As set forth in T.C.A., Section 66-27-120, all taxes, assessments, and charges which may become liens prior to the first mo11gage under the laws of the State of Tennessee shall relate only to the Unit and not to the Property as a whole.

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

h) Any agreement for professional management of the Property, whether it be by Owner, his successors and assigns, or any other person or entity, may be terminated on ninety (90) days' written notice, and the terms of any such contract shall so provide and shall not be of a duration in excess of three (3) years.

i) The association shall give to the Federal National Mortgage Association, the Federal Home Loan Mortgage Corporation, or the Federal Home Loan Bank Board, or any lending institution servicing such mortgages as are acquired or insured by the Federal National Mortgage

Association, the Federal Home Loan Mortgage Corporation, or the Federal Home Loan Bank Board, notice in writing of any loss to or the taking of Common Elements if such loss or taking exceeds Ten Thousand ($10,000.00) Dollars. The Association may rely upon the information contained in the book entitled "Mortgage of Units" as must be established pursuant to the By-Laws, for a list of mortgagees to be notified hereby.

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

k) Notwithstanding the above, any first mortgagee shall have all of the rights granted to a first mortgagee herein, and in addition shall have all of the rights granted to an institutional first mo11gagee under its deed of trust, and under the laws of the State of Tennessee.

25. **Trustee as Unit Owner.** In the event title to any Unit is conveyed to a land title-holding trust, under the terms of which all powers of management, operation, and control of the Unit remain vested in the trust beneficiary or beneficiaries, then the beneficiaries thereunder shall be considered Unit Owners for all purposes and they shall be responsible for payment of all obligations, liens or indebtedness and for the performance of all agreements, covenants and undertakings chargeable or created under this Declaration against such Unit. No claim shall be made against any such title-holding trustee personally for payment of any lien or obligation hereunder created, and the trustee shall not be obligated to sequester funds or trust property to apply in whole or in part against such lien or obligation. The amount of any such lien or obligation shall continue to be a charge or lien upon the Unit and the beneficiaries of such trust, notwithstanding any transfers of the beneficial interest of any such trust or any transfer of title to such Unit.

26. **Notices.** Notices provided for in Act, Declaration or By-Laws shall be in writing and shall be addressed to the Association or any Unit Owner, as the case may be, at the address indicated on Charter with the Secretary of State or at such other address as hereinafter provided. The Association may designate a different address or addresses for notices to it by giving written notice of such change of address to all Unit Owners. Any Unit Owner may designate a different address for notices to him by giving written notice to the Association. Notices addressed as above shall be deemed delivered when mailed by United States registered or certified mail, or when delivered in person with written acknowledgement of the receipt thereof.

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

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

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

30. **Attorney's Certificate.** The attorney's opinion as required under the terms of the TCA, Section 66-27-l03 is attached hereto as Exhibit E and made a part hereof.

[Remainder of page intentionally left blank]

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

DECLARANT:

Lucile, LLC,
a Tennessee Limited Liability Company

By: _____
William Barron, Managing Member

STATE OF TENNESSEE)

COUNTY OF DAVIDSON)

Before me, the undersigned, a Notary Public in and for the State aforesaid, personally appeared William Barron, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who acknowledged that he is the Managing Member of Lucile, LLC, a Tennessee limited liability company, and that he executed the within instrument for the purposes therein contained on behalf of said partnership.

Witness my hand and official seal, this the 6 of August, 2025.

_____
Notary Public

My Commission Expire: 8/19/2026

JOANNA DREIER
STATE OF TENNESSEE NOTARY PUBLIC
SUMNER COUNTY
My Commission Expires 08-19-2026

EXHIBIT A

DESCRIPTION OF THE PARCEL

Land in Davidson County, Tennessee being:

Tract 1: Being Lot No. 7 of Block E, East-View Subdivision of the Shwab Property, as of record in Plat Book 547, Page 64, in the Register's Office for said County.

Said Lot No. 7 fronts 50 feet on the Westerly side of Elmhurst Avenue and runs back between parallel lines, 150 feet to a dead line.

Tract 2: Being a portion of Lot No. 8 of Block E, East-View Subdivision of the Shwab Property, as of record in Plat Book 547, Page 64, Register's Office of Davidson County, being 50 feet by 67 feet, irregular in size, Field Book 12Da, Map 71-14, Parcel 290.

Being the same property conveyed to Lucile LLC, a Tennessee limited liability company, by Warranty Deed from Johnny H. Bennett and Lela Dianne Bennett, husband and wife, of record in Instrument No. 20240701-0049033 in the Register's Office of Davidson County, Tennessee, dated June 28, 2024, and recorded on July 1, 2024.

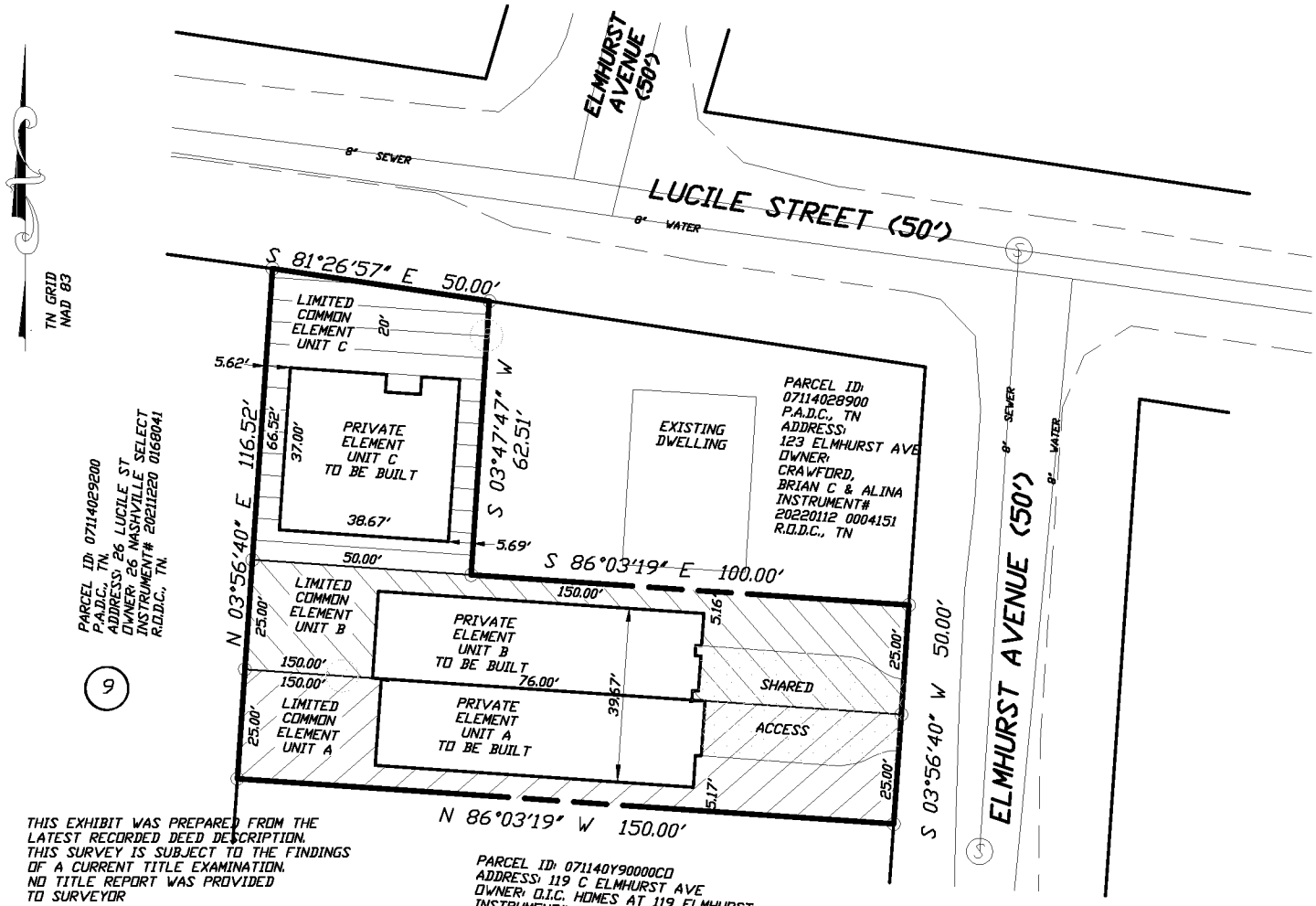
Being the same property further conveyed to Lucile, LLC, a Tennessee limited liability company, by Quitclaim Deed from Lucile, LLC, of record in Instrument No. 20240904-0068102 in the Register's Office of Davidson County, Tennessee, dated September 4, 2024, and recorded on September 4, 2024.

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EXHIBIT B

PLAT

(see attached)



THIS EXHIBIT WAS PREPARED FROM THE LATEST RECORDED DEED DESCRIPTION. THIS SURVEY IS SUBJECT TO THE FINDINGS OF A CURRENT TITLE EXAMINATION. NO TITLE REPORT WAS PROVIDED TO SURVEYOR

UTILITIES SHOWN WERE TAKEN FROM PUBLIC AS-BUILT RECORDS & FIELD LOCATION. THERE MAY BE UTILITIES OR EASEMENTS PRESENT THAT ARE NOT SHOWN ON THIS EXHIBIT. CONTACT THE TENNESSEE ONE CALL SYSTEM PRIOR TO ANY CONSTRUCTION OR DIGGING.

PARCEL ID: 071140Y90000CD
ADDRESS: 119 C ELMHURST AVE
OWNER: O.I.C. HOMES AT 119 ELMHURST
INSTRUMENT# 20180612 0056130
R.O.D.C., TN

HATCH LEGEND

LIMITED COMMON ELEMENT UNIT A

LIMITED COMMON ELEMENT UNIT B

LIMITED COMMON ELEMENT UNIT C

SHARED ACCESS

JOHN ALAN HOOD
TENNESSEE No. 1838
7-28-25

THIS EXHIBIT WAS DONE UNDER THE AUTHORITY OF TCA 62-18-126 AND IS NOT A GENERAL PROPERTY SURVEY AS DEFINED UNDER RULE 0820-3-.07. CHAPTER 0820-3 STANDARDS OF PRACTICE, RULES OF THE TENNESSEE BOARD OF EXAMINERS FOR LAND SURVEYORS. THIS EXHIBIT CONTAINS ALL INFORMATION REQUIRED BY TCA SECTION 66-27-309

JOHN ALAN HOOD TN. R.L.S.#1838

PREPARED BY:
CAMPBELL, McRAE & ASSOCIATES, SURVEYING, INC.
P.O. BOX 41153
NASHVILLE, TN., 37204
PH. 615-298-2424
EMAIL cmas@att.net

HPR EXHIBIT MAP
HOMES AT 34 LUCILE STREET
FORMERLY
LOT 7 & PART OF LOT 8,
EAST VIEW SUBDIVISION
BOOK 547, PAGE 64
R.O.D.C., TN
PROPERTY LOCATED IN THE 2ND COUNCIL DISTRICT OF NASHVILLE, DAVIDSON COUNTY TENNESSEE ON THE SOUTHERLY MARGIN OF LUCILE STREET AND THE WESTERLY MARGIN OF ELMHURST AVENUE
PROPERTY ADDRESS:
34 LUCILE STREET
121 A & B ELMHURST AVENUE
NASHVILLE, TN., 37207
DEED REFERENCE:
INSTRUMENT #
20240904 0068102
R.O.D.C., TN.
ORIGINAL PARCEL ID:
07114029000
P.A.D.C., TN.
DATE : 7-28-2025
SCALE : 1"=40'
PREPARED FOR:
LUCILE, LLC

40' 0 40' 80'
GRAPHIC SCALE
(IN FEET)
1"= 40'

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EXHIBIT C

BY-LAWS OF

THE PAIR AT ELMHURST HOMEOWNER'S ASSOCIATION, INC.

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

ARTICLE I
Members (Unit Owners)

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

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

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

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

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

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

Section 7. **Quorum.** A quorum of Unit Owners for any meeting shall be constituted by Unit Owners represented in person or by proxy and holding a majority of the votes entitled to be case at such meeting.

ARTICLE II
Board of Directors

Section 1. **Number, Election and Term of Office**. The Board of Directors of the Association (referred to in the Horizontal Property Act of the State of Tennessee as the "board of administrators" and sometimes referred to herein as the "**Board**") shall consist of three (3) members (hereinafter referred to as **"Directors"**). The members of the Board shall serve until their respective successors are duly elected and qualified, or until their death, resignation or removal.

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

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

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

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

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

Section 7. **Quorum.** A simple majority of Directors shall constitute a quorum.

Section 8. **Powers and Duties.** The Board shall have the following powers and duties:

a) To elect and remove the officers of the Association;

b) To administer the affairs of the Association and the Property;

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

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

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

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

g) To provide for the designation, hiring and removal of employees and other personnel, including accountants and attorneys, and to engage or contract for the services of others, and to make purchases for the maintenance, repair, replacement, administration, management, and operation of the Property and the Common Elements, and to delegate any such powers to the Managing Agent (and any such employees or other personnel who may be the employees of a Managing Agent);

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

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

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

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

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

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

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

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

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

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

ARTICLE III
Officers

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

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

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

c) Such additional officers as the Board shall see fit to elect.

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

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

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

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

Section 6. **Indemnification.** To the extent permitted by law, the Association shall indemnify and hold harmless each of its Directors and officers, and each member of any committee appointed pursuant to these By-Laws, against all contractual and other liabilities to others arising out of contracts made by, or other acts of such Directors, officers, or committee members on behalf of Unit Owners, or arising out of their status as Directors, officers, or committee members, unless any such contract or act shall have been made fraudulently or with gross negligence or criminal intent. It is intended that the foregoing indemnification shall include indemnification against all costs and expenses (including, but not limited to, counsel fees, amounts of judgments paid and amounts paid in settlement) reasonably incurred in connection with the defense of any claim, action, suit, or proceeding, whether civil, criminal, administrative or otherwise, in which any such Director, officer or committee member may be involved by virtue of such person's being or having been such Director, officer, or committee member, provided, however, that such indemnity shall not be operative with respect to (a) any matter as to which such person shall have been finally adjudged in such action, suit or proceeding to be liable for gross negligence or fraud in the performance of his duties as such Director, officer, or committee member, or (b) any matter settled or comprised, unless, in the opinion of independent counsel selected by or in a manner determined by the Board, there are not reasonable grounds for such person's being adjudged liable for gross negligence or fraud in the performance of his duties as such Director, officer or committee member.

ARTICLE IV
Assessments

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

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

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

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

ARTICLE V
Use and Occupancy Restrictions

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

Section 2. **Animals.** No animals shall be raised, bred, or kept in any Unit, except for dogs, household cats and small birds owned as household pets by a Unit Owner, provided that said pet is not kept for any commercial purpose, and provided that said pet shall be kept in strict accordance with the administrative rules and regulations relating to household pets from time to time adopted or approved by the Board. All dogs owned by Unit Owners and kept in a Unit shall be on leash while outside the Unit, except that any Unit Owner may keep a dog in his fenced yard. All such dogs shall be exercised by the Unit Owner at places on the Property which do not interfere with the use and enjoyment of the same by other Owners. An Owner shall be responsible for all damage to Common Areas caused by said Owner's dog and the Owner shall clean up after such Owner's dog.

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

Section 5. **Storage.** Articles of personal property belonging to any Unit Owner; such as baby carriages, bicycles, wagons, toys, furniture, clothing, and other articles, shall not be stored or kept in the Common Elements. Storage of boats, trailers, campers, and motor homes on the Property shall not be permitted.

Section 8. **Patios.** All patios and decks shall be maintained by the Owner to which area is assigned and shall be designated as a Private Element.

Section 9. **Landscaping.** Landscaping shall be maintained by the applicable Unit Owner and shall be weeded and mulched as necessary in order to maintain appropriate curb appeal for this type of development.

Section 11. **Parking.** Parking shall be in the areas so designated to each Unit as prescribed herein and subject to rules and regulations of the Board, if any.

Section 13. **Rules and Regulations.** Unit Owners shall be subject to such further restrictions as may be contained in the rules and regulations of the Association concerning the use of Units and the Common Elements which may be enacted from time to time by the Board. Such rules and regulations shall be binding rules and regulations of the Association and copies of such rules and regulations and any amendments or additions thereto shall be furnished to all Unit Owners upon request.

ARTICLE VI
Amendments

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

ARTICLE VII
Mortgages

Section 1. **Interest of Valid First Mortgagee.** The interest of valid first mortgagee shall be superior to the interest of the Board in the event of a default, and nothing in this instrument shall be construed to the contrary. If the first mortgagee has incorporated the terms of these By-Laws, the Declaration and the contract in its deed of trust, then said first mortgagee may at its option declare a default in its deed of trust by reason of any default hereunder and may proceed to enforce its rights according to the terms of the deed of trust notwithstanding any enforcement instituted by the Board.

ARTICLE X
Conflicts

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

[END OF BYLAWS]

EXHIBIT D

CHARTER OF

THE PAIR AT ELMHURST

(see attached)

Tracking Number
B2025522989

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 #: 002041286
Filed: 08/07/2025 12:54 PM
Tre Hargett
Secretary of State

Tre Hargett
Secretary of State

Entity Information

Entity Name: THE PAIR AT ELMHURST HOMEOWNER'S ASSOCIATION, INC.

Entity Type: Nonprofit Corporation

Fiscal Year Ending Month: December

Additional Designation: *(No additional designation)*

Principal Office Address
713 18th Ave S
Nashville, TN 37203
Davidson County, USA

Mailing Address
713 18th Ave S
Nashville, TN 37203
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:

In the event of a dissolution of the Corporation, the residual assets of the Corporation (after all creditors of the Corporation have been paid), shall be distributed to the members prorated in accordance with their respective membership interests.

Other Provisions:

(No other provisions)

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

Incorporators

MATTHEW NOGGLE
4235 HILLSBORO PIKE STE 300
NASHVILLE, TN 37215, USA

Registered Agent Information

THE PAIR AT ELMHURST HOMEOWNER'S ASSOCIATION, INC.
713 18th Ave S
Nashville, TN 37203, USA

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: MATTHEW G NOGGLE **Date:** 08/07/2025

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

MATTHEW NOGGLE
4235 HILLSBORO PIKE, STE 300
NASHVILLE, TN 37215, USA

08/07/2025

Filing Acknowledgment

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

Entity Name:	THE PAIR AT ELMHURST HOMEOWNER'S ASSOCIATION, INC.		
SOS Control #:	002041286	Initial Filing Date:	08/07/2025
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 #: 2025-584056	Filing Fee:	$100.00
Payment: Credit Card - 3903911702		$100.00

Registered Agent Address:
THE PAIR AT ELMHURST HOMEOWNER'S ASSOCIATION, INC.
713 18th Ave S
Nashville, TN 37203

Principal Office Address:
713 18th Ave S
Nashville, TN 37203
Davidson County, USA

Congratulations on the successful filing of your Charter Nonprofit Corporation for **THE PAIR AT ELMHURST HOMEOWNER'S ASSOCIATION, INC.** in the State of Tennessee which is effective **08/07/2025**. 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.

Tre Hargett
Secretary of State

EXHIBIT E

ATTORNEY'S CERTIFICATE

This certificate is intended to serve as the attorney's opinion which is required pursuant to the terms of Tennessee Code Annotated Section 66-27-103. The Undersigned, Matthew G. Noggle, an attorney licensed to practice law in the State of Tennessee, hereby declares that upon proper recording of this certificate and additional documents filed herewith, all legal requirements for the creation of a Horizontal Property Regime development under the terms of the Tennessee Horizontal Property Act, as contained in Tennessee Code Annotated Section 66-27-101 et seq., have been met:

The Charter of The Pair at Elmhurst Homeowner's Association, Inc., Inc. as duly recorded.

The Declaration of Covenants, Conditions and Restrictions for The Pair at Elmhurst, a Horizontal Property Regime with Private Elements.

By-Laws of The Pair at Elmhurst Homeowner's Association, Inc., as duly recorded.

The Plat for The Pair at Elmhurst, a Horizontal Property Regime, which Plat shows private elements.

Witness my hand this the 7 of August, 2025.

Matthew G. Noggle

STATE OF TENNESSEE)

COUNTY OF DAVIDSON)

Personally appeared before me, the undersigned, a Notary Public in and for said county and state, the within named, Matthew G. Noggle, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who acknowledged that he executed the within instrument for the purposes therein contained.

Witness my hand, at office, this 7 day of August, 2025.

KELLY RAY
STATE OF TENNESSEE NOTARY PUBLIC
COUNTY OF DAVIDSON
MY COMM. EXPIRES MAY 8, 2029

Notary Public

My Commission Expires: 5/8/2029