This instrument prepared by:
David L. Kleinfelter
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424 Church Street, Suite 2910
Nashville, Tennessee 37219

Karen Johnson Davidson County
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DECLARATION

OF THE FRIENDSHIP GARDENS CONDOMINIUM

This DECLARATION OF THE FRIENDSHIP GARDENS CONDOMINIUM (the "Declaration") is executed and effective as of the 25th day of June, 2026, by The Protestant Orphanage Foundation, Inc., a Tennessee nonprofit corporation ("Declarant"). Declarant has a principal office address of 5912 Robert E Lee Drive, Nashville, TN 37215, and a business address of 4414 Granny White Pike, Nashville, TN 37215. For the purposes set forth herein, Declarant states as follows:

ARTICLE I.

SUBMISSION OF REAL ESTATE; DEFINED TERMS

Section 1.1. Submission of Real Estate. Declarant is the owner in fee simple of the real estate described in Section 2.2 located in Davidson County, Tennessee, hereby submits the real estate, together with all easements, rights and appurtenances thereto and the buildings and improvements erected or to be erected thereon (collectively, the "Property" or the "Condominium Property") to the provisions of Tennessee Code Annotated §§ 66-27-201 through 507, known as the Tennessee Condominium Act of 2008 (the "Act").

Section 1.2. Defined Terms. Each capitalized term not otherwise defined in this Declaration or in the Plat and shall have the meanings specified or used in the Act as of the date of the recording of this Declaration. To the extent that any capitalized term not otherwise defined and thus having the meaning specified or used in the Act is amended by the Tennessee General Assembly, and such amendment does not require application of the new definition or meaning to a previously recorded declaration, the term shall continue to have the meaning specified or used in the Act as of the date of the recording of this Declaration.

(a) "Owner" as used in this Declaration shall have the same definition as "Unit Owner" in Section 66-27-203 of the Act.

(b) "Governing Documents" shall mean this Declaration, the charter or other document required for the formation of the Association, the Bylaws, the Rules and Regulations (as such terms are defined herein), and any other document or agreement governing the formation, operation, administration, or management of the Association or the Condominium (as defined below).

ARTICLE II.

NAMES; DESCRIPTION OF REAL ESTATE; PLAT

Section 2.1. Names.

(a) Condominium. The Condominium is hereby named "The Friendship Gardens Condominium" (the "Condominium").

(b) Association. The Association shall be The Friendship Gardens Owners Association, Inc. (the "Association"), a nonprofit corporation to be organized under the laws of the State of Tennessee, its successors and assigns.

Section 2.2. Description of the Real Estate. The Condominium is located in Nashville, Davidson County, Tennessee. The real estate of the Condominium is described in Exhibit A (the "Condominium Property").

Section 2.3. Plat. The Plat attached hereto as Exhibit B is made a part of this Declaration for the purpose of describing the Condominium and the Units.

ARTICLE III.

THE ASSOCIATION

Section 3.1. Authority. The business affairs of the Condominium shall be managed by the Association.

Section 3.2. Powers.

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

(b) The Association shall be governed by a Board of Directors (the "Board" or the "Board of Directors").

(c) The Association may assign its future income, including its rights to receive Common Expense assessments, to finance Common Expenses.

(d) The Association may adopt bylaws to govern the management, maintenance, operation and administration of the Association and the Condominium. The Association may further adopt Rules and Regulations (the "Rules and Regulations"). In the event of any conflict between the provisions of this Declaration and the other Governing Documents, the provisions of this Declaration shall control.

Section 3.3. Declarant Control Period. The Declarant shall have all the powers reserved in Section 66-27-403(c) of the Act to appoint and remove officers and members of the Board of Directors until the earlier of (i) 120 days after the date by which 75% of the Units have been

conveyed in fee to Unit Owners other than the Declarant, or (ii) five (5) years after completion of the project as evidenced by the first conveyance of a unit to a purchaser (the "Declarant Control Period").

Section 3.4. Delayed Association Formation. As long as title to all the Units is held by a single Owner: (a) neither Declarant nor Owner shall be required to form an Association; (b) Declarant and, after expiration of the Declarant Control Period, such Owner, shall have the right to exercise all powers, and shall perform all obligations, of the Association and/or the Board set forth in this Declaration; and (c) any successor to Declarant or, after expiration of the Declarant Control Period, Owner, shall automatically succeed to Declarant's rights and obligations as Declarant under this Declaration. Prior to conveying less than all Units to a third party, Declarant or, after expiration of the Declarant Control Period, Owner, shall form the Association and all Sections and Articles of this Declaration shall apply from the time of such conveyance.

Section 3.5. Management of Association. The Association may be managed by a professional property management company or other entity selected by the Declarant during the Declarant Control Period (the "Manager"). The scope of services provided by the Manager shall be determined the by the Declarant during the Declarant Control Period. Upon the expiration of the Declarant Control Period, the Manager shall remain engaged by the Association until such time as the Association elects to engage a different Manager.

ARTICLE IV.

UNITS

Section 4.1. Identification of Units. The identifying numbers of the Units as shown on the Plat shall be:

- Unit 1 and Unit 2.

Section 4.2. Unit Boundaries. The boundaries of each Unit are located as shown on the Plat, and each Unit shall include the underlying land and the improvements constructed on the land from time to time.

Section 4.3. Relocation of Boundaries Between Adjoining Units. Subject to the approval of the Board of Directors, the boundaries between adjoining Units may be relocated by an amendment to the Declaration as provided in Section 66-27-312 of the Act if the Owners of those Units and their respective Mortgagees submit to the Board of Directors such application as shall reasonably be required. If approved, the Association shall prepare, execute and record an amendment to the Declaration at the expense of the Owner of the affected Units.

ARTICLE V.

COMMON ELEMENT

Section 5.1. Common Elements. The Common Elements of the Condominium shall include all areas of the Condominium Property shown on the Plat Exhibit that are not otherwise designated as a portion of a Unit. All Unit Owners shall have the right to use the Common Elements, subject to the provisions of this Declaration.

Section 5.2. Limited Common Elements.

(a) A "Limited Common Element" means a portion of the Common Elements, designated in this Declaration, on the Plat, or by the Act, that may be allocated for the exclusive use of one or more but fewer than all of the Units.

(b) Neither the Plat attached hereto as Exhibit B nor this Declaration allocate any Common Elements as Limited Common Elements.

ARTICLE VI.

MAINTENANCE, REPAIR AND REPLACEMENT; INSURANCE

Section 6.1. Maintenance and Assessments.

(a) Maintenance. The Association is responsible for maintenance, repair, and replacement of the Common Elements, and shall maintain the Common Elements in good repair. Each Unit Owner is responsible for maintenance, repair, and replacement of their Unit, and shall maintain all portions of said Unit in good repair.

(b) Assessments. Pursuant to Section 66-27-414 of the Act, and as may be set forth in the Bylaws, the Association shall make assessments against the Units for Common Expenses ("General Assessments"), together with Special Assessments as provided in Section 6.4 below (collectively, "Assessments").

Section 6.2. Expense Allocation. Any Common Expense associated with the maintenance, repair or replacement of Common Elements shall be assessed against all Units in accordance with the provisions contained in Article VIII of this Declaration.

Section 6.3. Reserves. The Association may establish and maintain a reserve for the replacement of improvements to Common Elements, if any, that shall be funded from the General Assessment on the Units in accordance with the Expense Allocation described above.

Section 6.4. Special Assessment. In addition to the General Assessments and Capital Fund Assessments, the Board may levy, during any calendar year or fiscal year, special assessments against the Units applicable only to that year, to be used solely to defray, in whole or in part, the cost of any construction, reconstruction, or unexpected repair or replacement of a capital improvement located within the Common Elements ("Special Assessments").

Section 6.5. Insurance. The Association shall maintain insurance for the Common Elements and each Owner shall maintain insurance for their respective Units.

ARTICLE VII.

DEVELOPMENT RIGHTS AND OTHER SPECIAL DECLARANT RIGHTS

Section 7.1. Development Rights. The Declarant reserves the following Development Rights:

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

(b) The right to allocate specified areas which constitute a part of the Common Elements as Limited Common Elements for the exclusive use of the owners of Units to which these specified areas shall become appurtenant as provided in Section 5.2 of this Declaration;

(c) The right to add real estate to the Condominium;

(d) The right to grant easements or licenses for parties 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 the licensed Common Elements; and

(e) The right to exercise any other rights reserved to the Declarant in this Declaration or set forth in Sections 66-27-203(12) and 66-27-310 of the Act.

Section 7.2. Special Declarant Rights. The Declarant reserves the following Special Declarant Rights:

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

(b) The right to exercise any Development Right;

(c) The right to reserve, convey to third parties, use, and permit others to use, easements through the Common Elements consistent with Declarant's obligations under the Act and this Declaration or to exercise any Development Right, or other Special Declarant Right;

(d) The right to annex property;

(e) The right to appoint or remove any officer of the Association or any Director during the Declarant Control Period; and

(f) The right during the Declarant Control Period to unilaterally amend this Declaration to comply with the requirements of the U.S. Department of Housing and Urban Development ("HUD") or other entity that may provide financing for construction of the Units.

ARTICLE VIII.

ALLOCATED INTERESTS

Section 8.1. Allocated Interests. An undivided interest in the Common Elements, if any, the Common Expense liability, and votes in the Association are allocated to each Unit as set forth in Exhibit D.

Section 8.2. Allocation of Limited Common Elements. Limited Common Elements, if created pursuant to the terms of this Declaration, may be allocated to the Units through an Amended Declaration, or an Amended Plat.

Section 8.3. Voting Rights. Voting rights shall be allocated to the Units and be cast as set forth in the Bylaws.

ARTICLE IX.

RESTRICTIONS ON USE, ALIENATION AND OCCUPANCY

Section 9.1. Use and Occupancy Restrictions. Subject to the Special Declarant Rights reserved by the Declarant, the following use restrictions apply to all Units and to the Common Elements:

(a) Permitted Use. No part of the Units or the Common Elements may be used for purposes other than residential housing pursuant to applicable zoning laws.

(b) Improper Activities. No unlawful or offensive activity shall be carried on in any Unit or upon the Common Elements, nor shall anything be done which may be or become an annoyance or a nuisance to the Owners of Units. A Unit Owner shall not do or permit anything to be done or keep or permit to be kept in its Unit or on the Common Elements that will increase the rate of insurance on the Condominium.

(c) Rules and Regulations. In addition to the restrictions set forth in this Section 8.1, the use of Units and the Common Elements shall be subject to such Rules and Regulations as may be adopted by the Association from time to time.

ARTICLE X.

PLAT AND EASEMENTS

Section 10.1. Recording Data. The Plat shows all information required by Section 66-27-309 of the Act. In addition, the Condominium may be subject to other easements or licenses granted by the Declarant pursuant to this Declaration.

Section 10.2. Access and Drainage Easements. Certain easements areas for ingress, egress, parking lots, and drainage (each, an "Easement") may be created by recording of an instrument prior to the conveyance of a Unit to an owner other than the Declarant. No Owner shall have the right to restrict, impede or take any action in any way to prohibit or limit the use of an Easement for its intended purpose. In addition to the foregoing, Declarant hereby reserves, grants, and conveys to the Association, together with its duly authorized agents and representatives, easements for access across, on, and under (a) the Common Elements consistent with the rights, duties and obligations of the Association as set forth in this Declaration, and any duly adopted Bylaws or Rules and Regulations of the Association; and (b) each Unit consistent with the rights, duties and obligations of the Association to make necessary repairs upon each such Unit, the improvements therein, and any adjoining Common Element.

Section 10.3. Easements for Utilities and Access. As provided in Section 66-27-402(a)(9) of the Act, the Association shall have the right to grant easements across, under, and over the Common Elements to utility companies, governmental authorities, between adjoining Units, or to other property owners for the purpose of securing the provision of utilities and rights of parking or ingress and egress, or to dedicate a portion of the Common Elements to an appropriate governmental authority or public utility in furtherance of the foregoing purposes.

Section 10.4. Open Space, Playground and Parking Areas. Notwithstanding any provision to the contrary in this Declaration, the Declarant may establish easements within any Unit for the benefit of, and appurtenant to, any Unit for use of any open spaces, playground, parking areas, or other such areas on such terms and conditions as the Board shall deem appropriate. Such easements may subsequently be amended by mutual agreement of the Owners of such Units.

ARTICLE XI.

ASSESSMENT LIENS

Section 11.1. Interest on Assessments. Any past due Assessment charged to a Unit Owner by the Association shall bear interest at the maximum effective annual rate of interest as permitted by Tennessee law from time to time ("Interest").

Section 11.2. Lien for Assessments. All Assessments, together with Interest, costs, and reasonable attorneys' fees, shall be a charge on the land and shall be a continuing lien upon the Unit against which each Assessment is made. Each Assessment, together with Interest, costs, and reasonable attorneys' fees, shall also be the personal obligation of the person who was the Owner of such Unit at the time the Assessment arose, and his or her grantee shall be jointly and

severally liable for such portion thereof as may be due and payable at the time of conveyance, except no Mortgagee who obtains title to a Unit pursuant to the remedies provided in the Mortgage shall be liable for unpaid Assessments which accrued prior to such acquisition of title.

ARTICLE XII.

RIGHTS OF MORTGAGEES

Section 12.1. Definitions

(a) "Mortgage" shall refer to any mortgage, deed to secure debt, deed of trust, or other transfer or conveyance of a Unit for the purpose of securing the performance of an obligation, which has been recorded in the Register's Office for Davidson County, Tennessee.

(b) "Mortgagee" or "Mortgage Holder" shall mean the holder of any Mortgage.

Section 12.2. Additional Rights of Mortgage Holders and Other Parties. The following provisions are intended for the benefit of each Mortgage Holder, and to the extent that any other provisions of this Declaration conflict with the following provisions, the following provisions shall control.

(a) Amendment. In no event shall the Declaration be amended without the prior written consent of all Owners and Mortgagees. In addition, the prior written consent of all Owners and the Mortgagee shall be required for (i) any amendment to the Governing Documents; and (ii) any termination of the Condominium.

(b) Notice to Mortgagee and Guarantors. The Mortgagee and each insurer or guarantor of a Mortgage on a Unit, shall be furnished written notice by the Association (or, in the event the Association has not yet been formed, by the Declarant or Owner) in the event of the occurrence of the following matters:

(i) any material damage to or destruction of the Units or Common Elements (for such purposes, any damage or destruction affecting any portion of the a Unit or the Common Elements to the extent of Twenty Five Thousand Dollars ($25,000.00) or more of their value shall be deemed material);

(ii) any condemnation proceeding affecting the Unit or any material portion of the Condominium;

(iii) any delinquency of sixty (60) days or more in the payment of Assessments or other charges owed by: (x) the Owner of any Unit on which such Mortgage Holder holds a mortgage, or (y) the Owner of any Unit in which an Investor is a limited partner of such Owner;

(iv) any lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Association; or

(v) any proposed action which would require the consent of any Mortgagee or Investor pursuant to the terms of this Declaration.

(c) No Impairment of Mortgagees' Rights. Notwithstanding anything to the contrary herein contained, nothing in this Declaration shall impair the right of any Mortgagee to:

(i) foreclose or take title to a Unit pursuant to remedies contained in its Mortgage; or

(ii) take a deed or assignment in lieu of foreclosure in the event of default by a mortgagor; or

(iii) sell, lease, or otherwise dispose of a Unit acquired by the Mortgagee.

Section 12.3. Notice to Association. Upon request, each Unit Owner shall be obligated to furnish to the Association the name and address of any Mortgagee encumbering such Owner's Unit.

ARTICLE XIII.

LIABILITY AND ENFORCEMENT ACTIONS

Section 13.1. The Association or any Unit Owner shall have the right to prosecute any proceedings at law or in equity against any person or persons violating any of the provisions of this Declaration, the Bylaws, or any Rules and Regulations of the Association, and to obtain relief by way of injunction, money damages, or both. No delay or omission on the part of the Association or a Unit Owner in exercising any right, power or remedy herein provided in the event of any breach of the foregoing covenants shall be construed as a waiver thereof or acquiescence therein. In the event any provision of the foregoing covenants shall be held invalid by judgment or court order, it shall not be deemed to affect any of the other covenants contained herein, which shall continue and remain in full force and effect. In the event that any of the foregoing covenants shall be declared void by a court of competent jurisdiction by reason of the period of time herein stated for which the same shall be effective, then the term of such covenant shall be reduced to the maximum period of time allowed by the laws of the State of Tennessee. Should the Association or an aggrieved Unit Owner employ counsel to enforce any of the foregoing covenants, the Association or such Unit Owner, as the case may be, shall be entitled to recover from the breaching Unit Owner the attorney's fees and expenses incurred in such action, provided the Association or such Unit Owner ultimately prevails in such action.

Signature on Following Page

IN WITNESS WHEREOF, the Declarant has caused this Declaration to be executed as of the date first set forth above.

THE PROTESTANT ORPHANAGE FOUNDATION, INC.,
a Tennessee nonprofit corporation

By: Kimberly Hewitt

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Before me, the undersigned authority, a Notary Public of said County and State, personally appeared Sterling Craig, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged herself/himself to be the trustee of The Protestant Orphanage Foundation, Inc. a Tennessee nonprofit corporation, the within named bargainor, and s/he as such trustee executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by herself/himself as such trustee ~~Executive Director~~.

Witness my hand and seal at office in Nashville, Tennessee, this 17 day of June, 2026.

Sterling Craig
Notary Public

My Commission Expires: 01/22/2030

STERLING CRAIG
STATE OF TENNESSEE NOTARY PUBLIC
DAVIDSON COUNTY
MY COMMISSION EXPIRES JAN 22 2030

EXHIBIT A

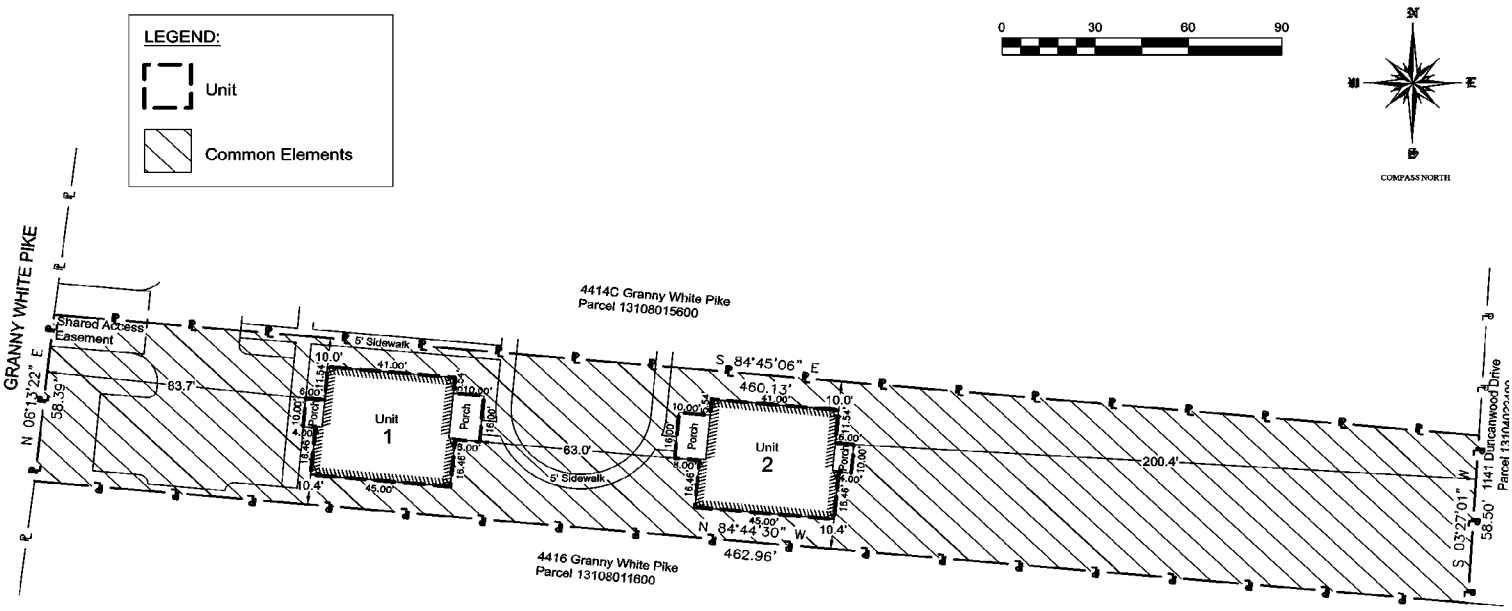
DESCRIPTION OF LAND

Land in Davidson County, Tennessee, being Lot No. 2 on the Friends Life Community Final Plat, of record as Instrument No. 20250404-0025720, Register's Office for Davidson County, Tennessee.

EXHIBIT B

Plat of The Friendship Gardens Condominium

(see attached)



DOYLE M. ELKINS
REGISTERED LAND SURVEYOR
TENNESSEE NO 2427

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.

But those who trust in the LORD
will find new strength.



They will soar high on wings like eagles
They will run and not grow weary
They will walk and not faint
Isaiah 40:31

Doyle Elkins
Professional Land Surveyor
Registered in TN

520 W Lytle St, Suite B
Murfreesboro, TN 37130
Shawna: 615-927-3625
Cell: 931-636-2414

Elkinsdoyle@gmail.com



Friendship Gardens Condominium
Plat Exhibit
Parcel 13108015700
4414E Granny White Pike, Nashville, TN 37204
25th Councilmanic District of Davidson County

Prepared for Eclipse Construction

DATE	SCALE	SHEET	DRAWN BY	PROJECT
6/5/2026	1" = 30'	1 OF 1	BKA	26120

EXHIBIT C

ALLOCATED INTERESTS and EXPENSES

Allocation of Undivided Interest in Common Expenses and the Common Elements

UNIT	Allocated Interest
Unit 1	50%
Unit 2	50%
TOTAL	100%

True Copy Certification

I, Joshua Kayiwa, do hereby make oath that I am a licensed attorney and/or the custodian of the original version of 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 June 17, 2026.

Affiant Signature

6-29-26
Date

STATE OF TENNESSEE
COUNTY OF DAVIDSON

Sworn to and subscribed before me this 29th day of June 2026.

Notary's Signature

My Commission Expires: 11/05/29

Notary Seal

