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Nashville, TN 37212

Karen Johnson Davidson County
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DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR HOMES AT 5709 CLOVERLAND DRIVE

(A Horizontal Property Regime with Private Elements)

THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS is hereby made this 13th day of July, 2026 by, Tracy Stephens and Julie Stephens (collectively the "'Declarant").

WITNESSETH:

WHEREAS, the Declarant is the legal title holder of certain improved real estatelocated in Davidson County, Tennessee, and described on the attached Exhibit A. which is incorporated herein by this reference; and hereinafter referred to as the "Property";

WHEREAS, the Declarant desires to submit the Property together with all buildings, structures, improvements, and other permanent fixtures of whatever kind thereon and all rights and privileges belonging or in any way pertaining thereto to the provision 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 horizontal property regime with private elements to be known as Homes at 5709 Cloverland Drive.;

WHEREAS, the Declarant further desires to establish restrictions, covenants and conditions for its own benefit and for the mutual benefit of all future owners and occupants of the Property or any part thereof, and intends that all future owners and, occupants, deed of trust beneficiaries, and any other persons hereinafter acquiring any interest in the Unit of the Property, shall hold such interest subject to certain rights. easements and privileges in, over and upon the Property and certain mutually beneficial restrictions and obligations with respect to the proper use, conduct and maintenance thereof, as hereinafter set forth, all of which are declared to be in furtherance of a plan to promote and protect the cooperative aspects of residence on the Property and are established for the purpose of enhancing the value, desirability and attractiveness of the Property;

WHEREAS, Declarant desires to create an Association to manage the Propertyand that the Property and homes are to be held, sold and conveyed subject to the provisions of this Declaration;

NOW, THEREFORE, the Declarant declares that all of the Property described in Exhibit A; shall be held, sold and conveyed subject to the following easements, restrictions,

covenants and conditions. Such easements, restrictions, covenants and conditions are for the purpose of protecting the value and desirability of the Property andshall run with the real property submitted to this Declaration. They shall be binding on allparties having any right, title, or interest in the described Property or any part thereof their heirs, successors, successors-in-title and assigns and shall inure to the benefit of each owner thereof.

ARTICLE I
DEFINITIONS

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 66-27-1201 et seq as the same by be amended from time to time.

b. "Association" means Homes at 5709 Cloverland Drive Homeowners' Association, Inc. , a Tennessee nonprofit corporation.

c. "Board" means the Board of Directors of Homes at 5709 Cloverland Drive Homeowners' Association, Inc. , a Tennessee nonprofit corporation.

d. "Bylaws" means the bylaws of Homes at 5709 Cloverland Drive Homeowners' Association, Inc. attached hereto as Exhibit B and made a part hereof, as amended from time to time.

e. "Deed of Trust" shall include a mortgage, and "deed of trust beneficiary" shall include a mortgagee and a holder of a deed of trust.

f. "Unit" means the fee simple parcel designated as Unit A or Unit B on the recorded HPR Plat, together with all improvements located thereon.

g. "Occupant" means a person or persons in possession of a Unit regardless of whether said person is a Unit Owner.

h. "Owner or Lot Owner" shall mean and refer to one or more Persons or entities including Declarant, who holds or hold the record title to any Lot, but excluding in all cases any party holding an interest merely as security for the performance of an obligation. For this Declaration, the owner of a Lot which is under lease shall be as follows: for the purpose of membership including matters related to and including matters related to voting and assessments. the record owner or owners of the Lot; for the purpose of use and enjoyment of common facilities and amenities which are part of the Common Elements, the tenant or tenants residing in the Home.

The Board of Directors may promulgate reasonable regulations conditioning such use upon registration of the names of tenants with the Association.

i. "Private Elements" mean and include the lot area upon which the Units are located. Exclusive ownership in fee simple and use of the Private Elements for each Unit is shown on Exhibit "B".

j. "Property" means the Property or tract of real estate, described on Exhibit A attached to this Declaration.

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

l. "Plat" means the plat of the Property showing the number of each Lot. said Plat being attached as Exhibit B.

m. "Record" or "recording" refers to the record or the recording of a deed, amendment, plat or other applicable instrument in the Register's Office for Davidson County, Tennessee.

ARTICLE II
SUBMISSION OF PROPERTY TO HORIZONTAL PROPERTY REGIME

1. **Submission to the Tennessee Horizontal Property Act**. Declarant, being the owner of the real property described in Exhibit "A" attached hereto and incorporated herein by reference (the "Property"), hereby submits the Property to the provisions of the Tennessee Horizontal Property Act, Tennessee Code Annotated §§ 66-27-101, et seq., as amended (the "Act"), and hereby establishes a Horizontal Property Regime to be known as Homes at 5709 Cloverland Drive, (the "Regime"). From and after the recording of this Declaration, the Property shall be held, conveyed, encumbered, leased, occupied, improved, and otherwise used subject to the terms and conditions of this Declaration and the Act.

2. **Description of Property**. The Property consists of the real property legally described in **Exhibit "A"**, together with all improvements now or hereafter located thereon, all easements, rights, privileges, and appurtenances belonging thereto or benefiting the Property.

3. **Establishment of Units.** The Regime consists of two (2) separate residential Units identified on the recorded Horizontal Property Regime Plat attached hereto as Exhibit "B." Each Unit is intended to constitute an independent fee ownership interest together with the appurtenant rights created by this Declaration and the Act. Each Unit may be separately

conveyed, mortgaged, leased, devised, or otherwise transferred as an independent parcel of real property.

4. **Unit Boundaries.** The horizontal and vertical boundaries of each Unit, together with the dimensions, location, and identifying designations thereof, are more particularly shown upon the recorded Horizontal Property Regime Plat attached as **Exhibit "B"** and incorporated herein by reference. In the event of any discrepancy between the legal description contained herein and the recorded Plat, the Plat shall control.

5. **Ownership Interest.** Each Unit Owner shall own fee simple title to his or her respective Unit together with such easement rights, if any, as are created by this Declaration.

6. **Separate Taxation and Conveyance.** Each Unit shall constitute a separate parcel of real property and may be separately assessed for real property taxation, conveyed, financed, leased, devised, or otherwise transferred independent of the other Unit, subject only to the provisions of this Declaration and applicable law.

7. **Incorporation of Plat and Exhibits.** The following exhibits are attached hereto and incorporated into this Declaration as though fully set forth herein:

Exhibit A – Legal Description of the Property.

Exhibit B – Horizontal Property Regime Plat depicting the Units, Unit Boundaries, easements, and other matters affecting the Property.

Exhibit C – Bylaws

In the event of a conflict between this Declaration and any exhibit, the provisions of this Declaration shall control unless the exhibit expressly provides otherwise.

8. **Purpose of Regime.** The purpose of this Regime is to permit separate fee ownership of the two detached single-family residences located upon the Property while preserving the overall architectural character, appearance, and value of the Property through the enforcement of the covenants, restrictions, easements, and architectural standards contained in this Declaration. Except as expressly provided herein, each Unit is intended to function independently, and each Unit Owner shall be solely responsible for the ownership, maintenance, repair, replacement, and operation of his or her respective Unit.

ARTICLE III
OWNERSHIP INTERESTS, COMMON ELEMENTS, AND EASEMENTS

1. **Exclusive Ownership of Units**. Each Unit Owner shall own fee simple title to his or her respective Unit, together with all Buildings, Improvements, landscaping, utility facilities, and appurtenances located within the boundaries of such Unit, except only those portions of the Property expressly designated in this Declaration as Common Elements or

subject to easements benefiting both Units. Each Unit is intended to function as an independent single-family residential property, and each Unit Owner shall have the exclusive right to possess, occupy, maintain, improve, mortgage, lease, convey, and otherwise enjoy his or her respective Unit, subject only to this Declaration.

2. **Common Elements**. Because the Property consists of two detached single-family residences intended to function independently, the Common Elements shall be limited to only those portions of the Property expressly designated as Common Elements on the recorded Plat or expressly identified in this Declaration.

Unless specifically designated otherwise, no Building, driveway, patio, porch, deck, yard, landscaping, utility service, parking area, or other Improvement serving only one Unit shall constitute a Common Element.

3. **Limited Common Elements.** Those portions of the General Common Elements designated herein for the exclusive use of one (1) Unit to which it is assigned.

4. **Exclusive Maintenance Responsibility.** Except as expressly provided in this Declaration, each Unit Owner shall be solely responsible, at such Owner's sole cost and expense, for the maintenance, repair, replacement, operation, cleaning, upkeep, and preservation of every portion of his or her Unit, the associated Private Elements and limited Common Elements and all improvements located thereon. Neither the Association nor the other Unit Owner shall have any obligation to maintain or repair another Owner's Unit.

5. **Utility Ownership.** Each Unit Owner shall exclusively own and maintain all utility facilities serving only that Unit, including water, sewer, electrical, gas, telecommunications, irrigation, drainage, and similar utility facilities located within or exclusively serving such Unit. If any utility facility serves both Units, such facility shall be deemed a Common Element solely for purposes of ownership, maintenance, repair, replacement, and cost allocation.

6. **Easements Reserved**. The Property shall be subject to those reciprocal easements expressly created by this Declaration, including utility easements, drainage easements, access easements, maintenance easements, support easements, encroachment easements, and temporary construction easements, all of which shall run with the land and bind each Unit.

7. **No Right to Partition**. The Common Elements, if any, shall remain undivided, and no Unit Owner shall bring any action for partition, division, or sale of the Common Elements except upon termination of this Horizontal Property Regime in accordance with the Tennessee Horizontal Property Act.

8. **Separate Conveyance**. Each Unit shall be separately conveyable, mortgageable, devisable, leased, or otherwise transferred independently of the other Unit. No conveyance of one Unit shall affect title to the other Unit except with respect to the easements and rights established by this Declaration.

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9. **Allocation of Ownership Interests.** Each Unit shall possess an equal undivided one-half (½) ownership interest in the Association, if any, together with an equal voting interest in the Association, unless otherwise expressly provided in this Declaration.

10. **Nature of Regime**. It is the express intent of the Declarant that this Horizontal Property Regime create two independently owned detached single-family residential Units with minimal common ownership. Accordingly, this Declaration shall be interpreted to maximize the independent ownership, use, maintenance, financing, and marketability of each Unit while preserving the architectural harmony and residential character of the Property through the reciprocal covenants, easements, restrictions, and architectural standards contained herein.

ARTICLE IV
THE ASSOCIATION

1. **Creation of the Association.** The administration of the Property shall be vested in Homes at 5709 Cloverland Drive Homeowners Association, Inc., a Tennessee nonprofit corporation (the "Association"), organized for the limited purposes set forth in this Declaration. The Association shall have only those powers expressly granted by this Declaration, the Articles of Incorporation, the Bylaws, and applicable law, together with such implied powers as are reasonably necessary to carry out its duties.

2. **Membership.** Every Owner of a Unit shall automatically be a Member of the Association. Membership shall be appurtenant to ownership of a Unit and may not be separated from ownership of the Unit. Upon transfer of title to a Unit, membership shall automatically transfer to the successor Owner.

3. **Voting Rights**. Each Unit shall be entitled to one (1) vote. When more than one Person owns a Unit, the Owners of that Unit shall collectively exercise the single vote allocated to the Unit. No fractional voting shall be permitted.

4. **Compliance.** Every Owner, tenant, occupant, guest, invitee, contractor, and other person occupying or entering the Property shall comply with this Declaration, the Bylaws, Architectural Design Standards, and Rules and Regulations adopted pursuant thereto.

ARTICLE V
ASSESSMENTS

1. **No Regular Assessments.** Because each Unit is intended to function as an independent single-family residence, the Association shall not levy recurring annual or monthly assessments except as expressly authorized by this Declaration.

2. **Reimbursement Assessments.** If the Association incurs expenses resulting from:

   a. a violation of this Declaration;

   b. damage caused by an Owner;

c. enforcement against an Owner;

d. architectural violations;

e. attorneys' fees;

f. engineering, architectural, surveying, mediation, arbitration, or consulting expenses attributable to one Owner,

the Association may assess those costs solely against the responsible Owner.

3. **Emergency Expenses**. If immediate action is reasonably necessary to prevent personal injury, property damage, or violation of applicable law, the Association may incur such expenses as are reasonably necessary. If the emergency was caused by one Owner or originated on one Unit, all costs shall be assessed solely against that Owner.

4. **Personal Obligation.** Every Assessment shall constitute the personal obligation of the Owner against whom it is assessed.

5. **Lien**. Any unpaid Assessment, together with interest, late charges, attorneys' fees, court costs, collection costs, and enforcement expenses, shall constitute a continuing lien upon the Unit against which assessed and may be enforced in the same manner as any other covenant running with the land.

ARTICLE VI
MAINTENANCE

1. **Owner Maintenance Responsibility.** Each Owner shall, at such Owner's sole cost and expense, maintain, inspect, repair, replace, preserve, operate, and keep in good order, condition, and repair such Owner's Unit, Private Elements and Limited Common Elements and all buildings, structures, improvements, fixtures, utility facilities, landscaping, and appurtenances located within or exclusively serving that Unit. This obligation shall include, without limitation, all portions of the Unit, whether structural or nonstructural, interior or exterior, and all components, equipment, systems, and improvements located within or exclusively serving the Unit, except only those items, if any, that this Declaration expressly assigns to the Association. Each Owner shall maintain his or her Unit in a safe, clean, sanitary, attractive, and well-maintained condition and shall promptly perform all maintenance, repairs, and replacements necessary to preserve the appearance, structural integrity, value, and habitability of the Unit.

2. **No Association Maintenance.** Except as expressly provided in this Declaration, the Association shall have no duty or obligation to maintain, repair, replace, restore, or improve any portion of either Unit or any improvement located thereon.

3. **Damage to Another Unit.** If the act or omission of an Owner, or such Owner's family members, tenants, occupants, guests, invitees, agents, contractors, or pets causes damage to another Unit or to property owned by another Owner, the responsible Owner shall

promptly repair such damage or reimburse the affected Owner for the reasonable cost of repair or replacement.

4. **Failure to Maintain.** If an Owner fails to fulfill the maintenance obligations imposed by this Article and such failure materially impairs the appearance, safety, structural integrity, or value of the Property, or creates an imminent risk of injury or damage to another Unit, the Association may enforce this Declaration in accordance with Article XI. The Association shall not undertake maintenance of a Unit except as expressly authorized by this Declaration or by order of a court of competent jurisdiction.

ARTICLE VII
ARCHITECTURAL AND PROPERTY RESTRICTIONS

1. **General Standard.** Each Owner shall maintain and improve his or her Unit in a manner that preserves the residential character, architectural compatibility, and aesthetic appearance of the Property. All exterior improvements shall be consistent with the design and quality of the original residences constructed upon the Property.

2. **Exterior Alterations.** No Owner shall materially alter the exterior appearance of any residence or Improvement in a manner inconsistent with this Declaration. Exterior alterations shall be compatible with the architectural style, rooflines, scale, materials, colors, and character of the existing improvements located upon the Property.

3. **Exterior Building Materials.** No exterior wall material shall be replaced with materials substantially different in appearance or quality from the original construction without the unanimous written consent of both Unit Owners.

4. **Roofs.** Roof replacements shall utilize architectural shingles or materials substantially similar in appearance, quality, color, and durability to the original roof. Metal roofs, brightly colored roofing materials, and other visibly incompatible roofing materials shall be prohibited unless unanimously approved by the Owners.

5. **Exterior Colors.** No Owner shall repaint or refinish the exterior of any residence using colors materially inconsistent with the original architectural design without the unanimous written consent of both Unit Owners.

6. **Additions.** No Owner shall construct any room addition, garage addition, second-story addition, enclosed porch, detached building, accessory dwelling unit, or other structure that materially changes the exterior appearance of the residence without the unanimous written consent of both Unit Owners.

7. **Detached Structures.** No detached garage, storage building, shed, greenhouse, workshop, or similar accessory structure shall be erected upon a Unit unless approved in writing by both Unit Owners.

8. **Fencing.** Fencing shall be limited to decorative wood, ornamental aluminum, wrought iron, or other materials substantially similar in appearance. Chain-link fencing shall be prohibited except where completely screened from public view.

9. **Retaining Walls.** Retaining walls shall be constructed of natural stone, concrete masonry, poured concrete with decorative finish, or comparable materials. Railroad ties, untreated landscape timbers, and similar materials shall not be used.

10. **Recreational Vehicles and Vehicle Storage.** No recreational vehicle, motor home, camper, travel trailer, fifth-wheel trailer, boat, boat trailer, utility trailer, all-terrain vehicle, off-road vehicle, golf cart, personal watercraft, commercial vehicle exceeding three-quarter (3/4) ton capacity, or similar vehicle or equipment shall be parked or stored upon any Unit in a manner visible from any public street or adjoining Unit, except while actively being loaded or unloaded for a period not to exceed forty-eight (48) consecutive hours. Any such vehicle or equipment regularly kept upon a Unit shall be stored entirely within an enclosed garage or in another location completely screened from public view by fencing, landscaping, or other improvements approved by the Association in accordance with this Declaration. No disabled, inoperable, unlicensed, or abandoned vehicle shall be stored upon any Unit except within an enclosed garage.

11. **Trash Containers.** Except on designated collection days, all trash and/or recycling containers shall be stored within an enclosed garage or in another location screened from view from adjacent Units and public streets. Said containers may be placed at the designated collection location no earlier than the evening preceding the scheduled collection day and shall be removed from the curb or collection location no later than the end of the day on which collection occurs. No trash, debris, yard waste, or discarded materials shall be accumulated or permitted to remain upon any Unit except in appropriate containers awaiting collection.

12. **Leasing.** Each Unit shall be used primarily as a private single-family residence. Leasing of a Unit for residential purposes shall be permitted only pursuant to a written lease having an initial term of not less than twelve (12) months. No Unit may be leased, licensed, or otherwise occupied for transient or hotel purposes, and no Owner shall offer or permit a Unit to be used as a short-term rental through Airbnb, VRBO, HomeAway, Booking.com, or any similar online or short-term rental platform. Any occupancy arrangement providing for an initial term of less than the minimum lease period, or which is advertised, rented, or occupied on a daily, weekly, weekend, vacation, transient, or similar basis, is expressly prohibited. Every lease shall provide that the tenant and all occupants are bound by the terms of this Declaration and the Bylaws, and the Owner shall remain jointly and severally responsible for all violations committed by the tenant or any occupant of the Unit.

ARTICLE VIII
EASEMENTS

1. **Easements of Record.** The Property and each Unit shall be subject to all easements, restrictions, rights-of-way, and other matters of record affecting title.

2. **Utility Easements.** A perpetual easement is reserved across each Unit for the installation, operation, maintenance, repair, replacement, and relocation of utility lines, pipes,

conduits, cables, meters, transformers, and related facilities serving the Property. Utility providers and each affected Owner shall have the right of reasonable access for such purposes, provided that any disturbed areas shall be restored as nearly as practicable to their prior condition.

3. **Drainage Easements.** Each Unit shall be subject to reciprocal easements for the natural flow of stormwater and for any drainage facilities constructed in accordance with the original development plans. No Owner shall obstruct, alter, or interfere with the established drainage patterns so as to adversely affect the other Unit.

4. **Encroachment Easements.** If any portion of a residence or other permanent improvement unintentionally encroaches upon the other Unit due to construction, reconstruction, settlement, or surveying error, a perpetual easement shall exist for the continued existence of such encroachment until removed or corrected.

5. **Maintenance Easements.** Each Owner grants to the other Owner a temporary easement of reasonable access over such Owner's Unit when reasonably necessary to perform maintenance, repair, replacement, or reconstruction of improvements located upon the adjoining Unit, provided such access cannot reasonably be accomplished otherwise. The Owner exercising the easement shall promptly repair any damage caused by such entry.

6. **Construction Easements.** During construction, reconstruction, or major repair of improvements upon a Unit, the Owner performing such work shall have a temporary easement for reasonable construction access over the adjoining Unit when reasonably necessary, provided the work is diligently prosecuted and all disturbed areas are restored upon completion.

7. **Easements Appurtenant.** All easements created by this Declaration are perpetual, appurtenant to the respective Units, shall run with the land, and shall bind all present and future Owners.

ARTICLE IX
ENFORCEMENT

1. **Enforcement and Dispute Resolution.** The Association and any Unit Owner shall have the right to enforce the provisions of this Declaration, the Bylaws, and any Rules and Regulations adopted pursuant thereto by any proceeding at law or in equity, including actions for injunctive relief, specific performance, declaratory judgment, damages, or any other remedy available under applicable law. Except in the case of an emergency requiring immediate judicial intervention to prevent irreparable harm or substantial property damage, no legal action shall be commenced unless the complaining party has first provided written notice of the alleged violation, the parties have made a good faith effort to resolve the dispute through informal negotiations, and, if the dispute remains unresolved, have participated in mediation before a mutually agreed mediator located in the county where the Property is situated or, if the parties are unable to agree upon a mediator, one appointed by a court of competent jurisdiction. Participation in mediation shall be a mandatory condition precedent to the commencement of any litigation arising out of or relating to this Declaration, the Bylaws, or the Property, except for actions seeking temporary restraining orders, temporary

or emergency injunctive relief, or the collection or foreclosure of Assessments. If mediation is unsuccessful, either party may thereafter pursue any remedy available under this Declaration or applicable law. In any action or proceeding arising under this Declaration, the prevailing party shall be entitled to recover all reasonable attorneys' fees, court costs, expert witness fees, mediation costs as awarded by the court, and other litigation expenses incurred before trial, during trial, on appeal, and in any post-judgment or bankruptcy proceedings. The remedies provided herein are cumulative, and the failure of the Association or any Unit Owner to enforce any provision of this Declaration on one or more occasions shall not constitute a waiver of the right to enforce the same or any other provision thereafter. Any costs and expenses incurred by the Association in enforcing this Declaration against a particular Unit Owner, including attorneys' fees, expert fees, engineering fees, consulting fees, mediation costs, court costs, and costs of corrective action, may be assessed solely against the responsible Unit Owner as an Individual Assessment and shall constitute a continuing lien against such Unit to the fullest extent permitted by this Declaration and applicable law.

ARTICLE X
AMENDMENTS

1. **Amendment.** This Declaration may be amended only by an instrument executed by the Owners of both Units and recorded in the Register's Office for Davidson County, Tennessee.

ARTICLE XI
MORTGAGEE

1. **Mortgagee Protection.** No breach or violation of this Declaration, the Bylaws, or any Rules and Regulations adopted pursuant hereto shall impair or defeat the lien of any first deed of trust or mortgage made in good faith and for value upon a Unit, and any holder of a first deed of trust or mortgage who acquires title to a Unit by foreclosure, deed in lieu of foreclosure, or other lawful proceeding shall acquire title subject to this Declaration, but shall not be liable for any Assessment or other obligation that became due prior to the acquisition of title except to the extent provided by applicable law. Upon written request by the holder or servicer of a first deed of trust or mortgage, the Association shall provide reasonable notice of any uncured default by the Owner of the encumbered Unit, any pending enforcement action that could materially affect the Unit or the mortgagee's security interest, and any proposed amendment to this Declaration or the Bylaws that would materially affect the priority, validity, enforceability, or security of the mortgage, the boundaries or ownership interests of the Units, the use restrictions applicable to the Property, the assessment obligations of the Owners, or the rights of mortgagees. No amendment to this Declaration that materially affects the priority, validity, enforceability, or security of a first mortgage, alters the boundaries of a Unit, changes the allocated ownership interests, or substantially impairs a mortgagee's rights or remedies shall be effective without the written consent of the Owner of the affected Unit and the holder of any first deed of trust or mortgage encumbering such Unit to the extent such consent is required by applicable law or the terms of the applicable loan documents. Nothing contained herein shall require a mortgagee to become a member of the Association or assume any affirmative obligations under this Declaration solely by virtue of holding a security interest in a Unit. The provisions of this Section are intended to be interpreted and applied in a manner consistent with the underwriting requirements of institutional mortgage lenders, including the

Federal National Mortgage Association (Fannie Mae), the Federal Home Loan Mortgage Corporation (Freddie Mac), the Federal Housing Administration (FHA), and the Department of Veterans Affairs (VA), as such requirements may be amended from time to time, to the extent such interpretation does not conflict with applicable law or this Declaration.

ARTICLE XII
MISCELLANEOUS

1. **Term.** These covenants shall run with the land and shall remain in effect perpetually unless terminated in accordance with this Declaration and applicable law.

2. **Notices.** Any notice required by this Declaration shall be in writing and delivered personally, by nationally recognized overnight courier, by certified United States Mail, return receipt requested, or by electronic mail if the recipient has designated an email address for notice.

3. **Severability.** The invalidity or unenforceability of any provision of this Declaration shall not affect the validity or enforceability of the remaining provisions.

4. **Interpretation.** This Declaration shall be liberally construed to effectuate its purpose of preserving the residential character, architectural harmony, and value of the Property while protecting the independent ownership and use of each Unit.

5. **Captions.** Article and section headings are for convenience only and shall not affect the interpretation of this Declaration.

6. **Gender and Number.** Whenever the context requires, the singular shall include the plural, the plural shall include the singular, and words of any gender shall include all genders.

7. **Governing Law.** This Declaration shall be governed by and construed in accordance with the laws of the State of Tennessee.

8. **Recording.** This Declaration and any amendment hereto shall become effective upon recording in the Register's Office for Davidson County, Tennessee.

IN WITNESS WHEREOF, the undersigned has executed this Declaration on this the 13 day of July, 2026.

DECLARANTS

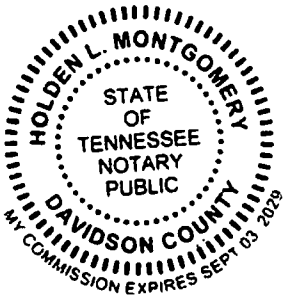
TRACY STEPHENS

JULIE STEPHENS

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

On this 13th day of July, 2026, before me personally appeared Tracy Stephens and Julie Stephens, to me known to be the person (or persons) described in and who executed the foregoing instrument, and acknowledged that such person (or persons) executed the same as such person's (or persons') free act and deed.

My commission expires: _____



[SEAL]

_____
Notary Public

EXHIBIT A
LEGAL DESCRIPTION

Being a tract of land in Davidson County Tennessee, said tract being the Tracy and Julie Stephens property as in record instrument DB-20250203 0007834 Register's Office, Davidson County Tennessee (RODCT), said tract being described as follow according to the boundary survey performed by Clint Elliott Survey on 3/5/2025; Jason A. Garrett RLS #2861;

Beginning at a found ½" iron rod on the southern right-of-way of Cloverland Drive (R.O.W varies), said iron rod having a Tennessee State Plane Bearing of Northing 619370.37 and an Easting 1741443.66, said iron rod also being the northeast corner of the Annandale Homeowners Association as of record in QC-20150116 0004896 (RODCT), thence along said right-of-way South 86 degrees 22 minutes 00 seconds East, a distance of 181.16 feet to a ½" iron rod, said rod being the northwest corner of the Jeffery Family Trust as of record in DB-20220427 0048396 (RODCT);

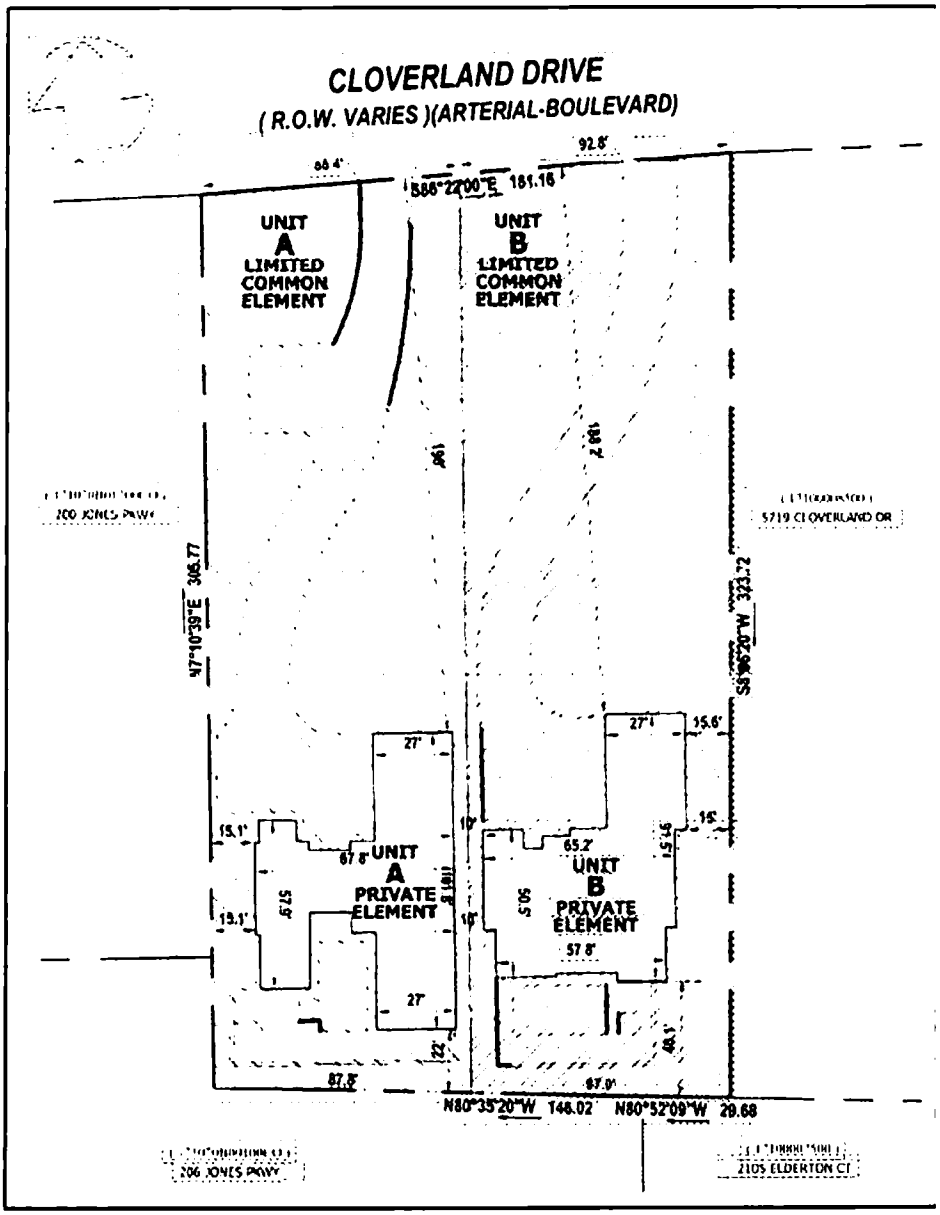
Thence leaving said Cloverland Drive right-of-way and with the western line of said Jeffery property South 08 degrees 06 minutes 20 seconds West, a distance of 323.72 feet to a mag nail in stone, said mag nail being on the northern line of the Bradley Whitfield property as in record instrument QC-20250729 0059846 (RODCT);

Thence leaving said Jeffery property and with the northern line of said Whitfield property North 80 degrees 52 minutes 09 seconds West, a distance of 29.68 feet to a ½" iron rod capped Gresham Smith, said iron rod being a common corner of said Whitfield property and the Scott G. and Jennifer S. Blackman property as in record instrument DB-20220801 0087203 (RODCT);

Thence along the northern line of said Blackman property, North 80 degrees 35 minutes 20 seconds West, a distance of 146.02 feet to a set ½" iron rod capped Elliott;

Thence along the east line of said Blackman property and said Annandale property North 07 degrees 10 minutes 39 seconds East, a distance of 305.77 feet to the point of beginning, said tract of land herein described containing 1.287 acres more or less

EXHIBIT B
SITE PLAN



THIS SURVEY WAS DONE UNDER THE AUTHORITY OF TCA 62-18-126 AND IS NOT A "GENERAL PROPERTY SURVEY" AS DEFINED UNDER RULE 0820-3-07. THE INFORMATION SHOWN ON THIS EXHIBIT WAS DERIVED FROM RECORDED DEEDS, PLATS, AND FIELD MEASUREMENTS. SAID PROPERTY IS SUBJECT TO ANY FINDINGS OF AN ACCURATE TITLE SEARCH. NO TITLE WORK WAS FURNISHED TO THE SURVEYOR PRIOR TO THIS EXHIBIT. THIS EXHIBIT IS NOT INTENDED TO BE A BOUNDARY SURVEY OF THE PROPERTY SHOWN HEREON.

JASON A. GARRETT
Jason Garrett
7/6/2026
TENNESSEE NO. 2861

GRAPHIC SCALE (IN FEET)

EXHIBIT 'B' - Units A & B
5709 Cloverland Drive
NASHVILLE, TENNESSEE
Metro Parcel ID: (17100008400)

CLINT ELLIOTT SURVEY
P.O. Box 331875
Nashville, TN 37203
clintelliottsurvey.com
(615) 490-3238

EXHIBIT C

BYLAWS OF
Homes at 5709 Cloverland Drive Homeowners' Association, Inc.

ARTICLE I: DEFINITIONS

The words defined in the Declaration of Covenants, Conditions and Restrictions for Homes at 5709 Cloverland Drive (hereinafter referred to as the (Declaration"), shall have the same meaning in these Corporate Bylaws.

ARTICLE 2: OFFICES

2.01. Registered Office. The initial registered office of the corporation shall be at designated at the Tennessee Secretary of States office.

2.02. Other Offices. The corporation may also have offices at such other places both within and without the State of Tennessee as the Board of Directors may from time to time determine or the business of the corporation may require.

ARTICLE 3: MEMBERS AND MEMBERSHIP PRIVILEGES

3.01. Membership in the Association. Every record Owner of a Unit shall automatically be a Member of the Association. Membership shall be appurtenant to ownership of a Unit and shall not be transferred separately from title thereto. Upon conveyance of a Unit, membership shall automatically vest in the successor Owner. Each Unit shall be entitled to one (1) vote in the affairs of the Association. Where title to a Unit is vested in more than one Person, the Owners shall collectively exercise the single vote allocated to that Unit.

ARTICLE 4: MEETINGS OF MEMBERS

4.01. Place of Meetings. Meetings of the Members of the corporation may beheld at a place to be determined by the Board of Directors.

4.02. Meetings. Because the Association consists of only two (2) Members, annual meetings shall not be required. Meetings of the Members shall be held only as necessary to conduct the business of the Association or upon the written request of either Member.

4.03. Notice. Written or printed notice stating the place, day and hour or the meeting and, in the case of a special meeting, the purpose for which the meeting is called,shall be delivered not less than fifteen (15) nor more than sixty (60) days before the date of the meeting, either personally or by mail, by or at the direction of the president, the secretary, or the officer or person calling the meeting, to each Member of the corporation entitled to vote at such meeting.

4.04. Quorum. The presence, in person or by authorized proxy if permitted by these Bylaws, of both Members shall constitute a quorum for the transaction of business.

4.05. Written Consent. Any action required or permitted to be taken at a meeting of the Members may be taken without a meeting if evidenced by a written consent executed by all Members entitled to vote thereon.

4.06. Electronic Meetings. Meetings of the Members may be conducted by telephone conference, videoconference, or other electronic means through which all participants may simultaneously hear and communicate with one another. Participation by such means shall constitute presence in person.

ARTICLE 5: DIRECTORS

5.01. Management. The business and affairs of the corporation shall be managed by its Board of Directors who may exercise all such powers of the corporation and do all such lawful acts and things as are not by statute, the Declaration, the Charter, or these Bylaws, directed or required to be exercised or done by the Members.

5.02. Number; Qualifications; Election; Term. The Board of Directors shall consist of three (3) Directors. The Owner(s) of Unit A shall have the exclusive right to appoint one (1) Director, and the Owner(s) of Unit B shall have the exclusive right to appoint one (1) Director. The third Director (the "Independent Director") shall be appointed by the unanimous written agreement of the Owners of both Units. The Independent Director need not be an Owner of a Unit but shall be a disinterested individual who is not an immediate family member, employee, or agent of either Unit Owner. Each Director shall serve until resignation, removal, death, or replacement by the party entitled to appoint such Director.

5.03. Removal; Change in Number; Vacancies. The Owner(s) of the Unit appointing a Director may remove and replace that Director at any time, with or without cause, by written notice to the Association. The Independent Director may be removed at any time by the unanimous written agreement of both Unit Owners. Any vacancy shall be filled by the party entitled to appoint the Director whose office became vacant.

5.04. Place of Meetings. The Directors of the corporation shall hold their meetings at a place to be determined by the Directors when the meeting is scheduled.

5.05. Special Meetings. Special meetings of the Board may be called by the President or any two (2) Directors upon at least forty-eight (48) hours' notice delivered personally, by overnight delivery, electronic mail, or other electronic transmission consented to by the Director.

5.06. Quorum. A quorum shall consist of all three (3) Directors. Except as otherwise expressly provided in the Declaration, these Bylaws, or applicable law, all actions of the Board shall require the affirmative vote of the Directors appointed by Unit A and Unit B. The Independent Director may vote on routine administrative and corporate matters but shall not

have authority to determine any matter reserved to the Members under the Declaration.

5.7. Matters Reserved to the Members. Notwithstanding any other provision of these Bylaws, the Board shall not, without the unanimous written approval of the Owners of both Units: (a) amend the Declaration or these Bylaws; (b) alter Unit boundaries or ownership interests; (c) levy any Special Assessment not expressly authorized by the Declaration; (d) approve any variance from the architectural restrictions contained in the Declaration; (e) acquire or dispose of real property; (f) borrow money; (g) settle litigation that materially affects title to, use of, or value of either Unit; or (h) take any other action expressly reserved to the Members by the Declaration or applicable law.

5.8. Deadlock. If the Directors are unable to agree upon any matter requiring Board action, the matter shall be submitted to the Members for consideration. If the Members are unable to reach unanimous agreement, the dispute shall be resolved in accordance with the enforcement and dispute resolution provisions contained in the Declaration.

ARTICLE 6: NOTICES

6.01. Method. Whenever notice is required to be given to any Director or Member, and no provision is made as to how such notice shall be given, it shall not beconstrued to mean personal notice, but any such notice may be given in writing, by mail, postage prepaid, addressed to such Director or Member at such address as appears on the records of the corporation. Any notice required or permitted to be given by mail shall be deemed to be given at the time when the same shall be thus deposited in the United States mail as aforesaid.

6.02. Waiver. Whenever any notice is required to be given to any Member orDirector of the corporation, a waiver thereof in writing signed by the person or personsentitled to such notice, whether before or after the time stated in such notice. shall be deemed equivalent to the giving of such notice.

ARTICLE 7: OFFICERS

7.01. Number; Titles. The officers of the Association shall consist of a President and a Secretary/Treasurer.

7.02. Election. The Board shall appoint the officers at its organizational meeting and whenever vacancies occur.

7.03. Term of Office; Removal. Officers serve until resignation, removal or replacement by majority of the Board of Directors or death.

7.04. President. The president shall preside at meetings, execute authorized documents and performs duties assigned by the Board.

7.05. Secretary. The Secretary shall maintain the minutes of all meetings of the Members and Board of Directors, maintain the corporate records of the Association, provide all notices required by these Bylaws or applicable law, and perform such other ministerial duties as

may be assigned by the Board. The records of the Association may be maintained in electronic form.

7.06. Treasurer. The treasurer shall have the custody of the corporate funds and securities and shall keep full and accurate accounts of receipts and disbursements of the corporation and shall deposit all moneys and other valuable effects in the name and to the credit of the corporation in such depositories as may be designated by the Board of Directors. He shall disburse the funds of the corporation as may be ordered by the Board of Directors, taking proper vouchers for such disbursements, and shall render to the president and Directors, at the regular meetings of the Board, or whenever they may require it, an account of all his transactions as treasurer and of the financial condition of the corporation, and shall perform such other duties as the Board of Directors may prescribe. If required by the Board of Directors, he shall give the corporation a bond in such form, in such sum, and with such surety or sureties as shall be satisfactory to the Board for the faithful performance of the duties of his office and for the restoration to thecorporation, in case of his death, resignation, retirement, or removal from office, of all books, papers, vouchers, money and other property of whatever kind in his possession or under his control belonging to the corporation.

ARTICLE VIII
MISCELLANEOUS PROVISIONS

8.01. Checks. All checks or demands for money and notes of the corporation shall be signed by such officer or officers or such other person or persons as the Board of Directors may from time to time designate.

8.02. Fiscal Year. The fiscal year of the corporation shall be fixed by resolution of the Board of Directors.

8.03. Seal. The corporate seal, if any, shall be in such form as may be determined by the Board of Directors. Said seal may be used by causing it or a facsimile thereof to be impressed or affixed or reproduced or otherwise.

8.04. Indemnification. The corporation shall indemnify any Director, office, or employee, or former Director, officer, or employee of the corporation, against expenses actually and necessarily incurred by him, and any amount paid in satisfaction of judgments, in connection with any action, suit or proceeding, whether civil or criminal in nature, in which he is made a party by reason of being or having been such a Director, officer, or employee (whether or not a Director, officer or employee at the time such costs or expenses are incurred by or imposed upon him) except in relation to matters as towhich he shall be adjudged in such action, suit, or proceeding to be liable for gross negligence or willful misconduct in the performance of duty. The corporation may also reimburse to any Director, officer or employee the reasonable costs of settlement of any such action, suit or proceeding, if it shall be found by a majority of a committee of the Directors not involved in the matter of controversy, whether or not a quorum, that it was to the interests of the

corporation that such settlement be made and that such Director, officer or employee was not guilty of gross negligence or willful misconduct. Such rightsof indemnification and reimbursement shall not be deemed exclusive of any other rights to which such Director, officer, or employee may be entitled by law or under bylaw, agreement, vote of Members or otherwise.

8.05. Inconsistencies. In the event these Bylaws shall be inconsistent with the Declaration, then the Declaration shall be controlling.

8.06. Amendment of Bylaws. These Bylaws may be amended only by the unanimous written approval of the Members.

8.07. Table of Contents; Headings. The table of contents and headings used inthese bylaws have been inserted for administrative convenience only and do not constitute matter to be construed in interpretation.

[CERTIFICATION PAGE TO FOLLOW]

CERTIFICATION

I hereby certify that the foregoing Bylaws were adopted by the Board of Directors of Homes at 5709 Cloverland Drive Homeowners' Association, Inc. on this the 13th day of July, 2026.

TRACY STEPHENS

JULIE STEPHENS

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

On this 13th day of July, 2026, before me personally appeared Tracy Stephens and Julie Stephens, to me known to be the person (or persons) described in and who executed the foregoing instrument, and acknowledged that such person (or persons) executed the same as such person's (or persons') free act and deed.

My commission expires: _____

HOLDEN L. MONTGOMERY
STATE OF TENNESSEE NOTARY PUBLIC
DAVIDSON COUNTY
MY COMMISSION EXPIRES SEPT 03 2029
[SEAL]

Notary Public

EXHIBIT C
ATTORNEY'S CERTIFICATE

This document is intended to serve as the attorney's opinion which is required under the terms of Tennessee Code Annotated, Section 66-27-103. The undersigned Ryan W. Pratt, an attorney licensed to practice law in the State of Tennessee, hereby declares that all improvements shall be constructed in substantial compliance with local building codes and that upon proper recording of this certificate and the following additional documents, all legal requirements for the creation of a Horizontal Property Regime with Private Elements under the terms of the Tennessee Horizontal Property Act, Tennessee Code Annotated, Section 66-27-103 (b) et. Seq. will have been met:

1) The Declaration of Covenants, Conditions and Restrictions for Homes at 5709 Cloverland Drive, a Horizontal Property Regime with Private Elements.

2) By-Laws of Homes at 5709 Cloverland Drive Homeowners' Association, Inc.

3) The site plan for Homes at 5709 Cloverland Drive, a Horizontal Property Regime, which plat shows private elements.

4) The Charter of Homes at 5709 Cloverland Drive Homeowners' Association, Inc.

WITNESS my hand this 13th day of July, 2026.

Ryan W. Pratt, Esq. (BPR#036163)

Certificate of Authenticity

I, Dylan Potter, do hereby make oath that I am a licensed attorney and/or the custodian of the original version of the electronic document tendered for registration herewith and that this electronic document is a true and exact copy of the original document executed and authenticated according to law on 7/13/2026.

Date

Affiant ~~Signature~~

7/13/2026

Date

State of Tennessee

County of Davidson

Sworn to and subscribed before me this 13th day of July, 2026

Notary's Signature

My Commission Expires: 3/5/2029

Date

Notary's Seal (if on paper)

MICHELLE OSBORNE
STATE OF TENNESSEE NOTARY PUBLIC
MACON COUNTY
My Commission Expires 3/5/2029