Karen Johnson Davidson County
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Prepared by and Return To:
Pratt Law, PLLC
P.O. Box 160841
Nashville, Tennessee 37216

DECLARATION OF HORIZONTAL PROPERTY REGIME FOR HOMES AT 326 RIO VISTA DRIVE

(A HORIZONTAL PROPERTY REGIME WITH PRIVATE ELEMENTS)

THIS DECLARATION OF HORIZONTAL PROPERTY REGIME (this "Declaration") is made by Louisiana Avenue, LLC, a Tennessee limited liability company ("Declarant"), as owner of the real property located in Davidson County, Tennessee, commonly known as 326 Rio Vista Drive, Nashville, Tennessee, and more particularly described on Exhibit A attached hereto (the "Property").

Declarant desires to submit the Property to a horizontal property regime pursuant to the Tennessee Horizontal Property Act, Tenn. Code Ann. § 66-27-101 et seq., and to establish covenants, conditions, restrictions, easements, maintenance obligations, and governance provisions applicable to the Property.

ARTICLE I
DEFINITIONS

Section 1.1. Act. "Act" means the Tennessee Horizontal Property Act, Tenn. Code Ann. § 66-27-101 et seq., as amended.

Section 1.2. Association. "Association" means Homes at 326 Rio Vista Drive Homeowners Association, Inc., a Tennessee nonprofit corporation.

Section 1.3. Board. "Board" means the Board of Directors of the Association.

Section 1.4. Common Expense. "Common Expense" means an expense expressly allocated by this Declaration to both Unit Owners, including expenses for the Roof, Party Wall when shared, Shared Drainage Facilities, Association insurance, and reasonable Association administration and enforcement.

Section 1.5. Declarant. "Declarant" means Louisiana Avenue, LLC, and any successor or assign to whom Declarant rights are expressly assigned in writing.

Section 1.6. HPR Plat. "HPR Plat" means the recorded horizontal property regime plat for Homes at 326 Rio Vista Drive, including the survey attached to this Declaration as Exhibit B and any lawful amendment thereto.

Section 1.7. Limited Common Element. "Limited Common Element" means a portion of the Property designated on the HPR Plat for the exclusive use of one Unit, including the land area allocated to that Unit, but which is not included within the Unit itself.

Section 1.8. Owner. "Owner" means the record owner, whether one or more persons or entities, of fee simple title to a Unit, excluding a mortgagee or deed of trust beneficiary unless and until such party acquires title.

Section 1.9. Party Wall. "Party Wall" means the wall separating Unit A and Unit B, together with those structural components integral to that wall and serving both Units.

Section 1.10. Private Elements. "Private Elements" means the Unit and those portions of the improvements designated as privately owned by the applicable Unit Owner on the HPR Plat.

Section 1.11. Property. "Property" means the real property submitted to the Regime by this Declaration, together with the improvements thereon.

Section 1.12. Regime. "Regime" means the horizontal property regime established by this Declaration and known as Homes at 326 Rio Vista Drive.

Section 1.13. Roof. "Roof" means the entire roof system covering the attached two-Unit building, including roof covering, decking, flashing, underlayment, penetrations, and related components serving or protecting both Units.

Section 1.14. Shared Building Components. "Shared Building Components" means the Roof, Party Wall to the extent jointly serving or supporting both Units, Shared Drainage Facilities, and any other structural, drainage, or utility component determined to serve both Units rather than one Unit exclusively.

Section 1.15. Shared Drainage Facilities. "Shared Drainage Facilities" means any swale, drain, pipe, inlet, outlet, or other stormwater or drainage facility that serves or benefits both Units.

Section 1.16. Unit. "Unit" means Unit A or Unit B as shown on the HPR Plat, specifically designated as Units 326A and 326B, together with the Private Elements appurtenant thereto.

ARTICLE II
SUBMISSION TO HORIZONTAL PROPERTY REGIME

Section 2.1. Submission. Declarant hereby submits the Property to the Act and establishes the Property as the horizontal property regime known as Homes at 326 Rio Vista Drive. The Regime consists of two (2) Units, Unit A and Unit B, as depicted on the HPR Plat.

Section 2.2. Unit Ownership. Each Unit shall be separately owned in fee simple together with the appurtenant rights created by this Declaration, including the exclusive right to use the Limited Common Elements assigned to that Unit.

Section 2.3. No Shared Driveway. Each Unit is served by its own driveway. No driveway is intended to constitute a Common Element, Shared Building Component, or shared maintenance obligation unless expressly shown otherwise on the HPR Plat or created by a recorded instrument.

Section 2.4. Percentage Interest. Except where this Declaration allocates an expense or obligation differently, each Unit shall bear fifty percent (50%) of the Common Expenses and shall have one (1) vote in the Association.

ARTICLE III
UNITS, PRIVATE ELEMENTS AND LIMITED COMMON ELEMENTS

Section 3.1. Units and Private Elements. Each Owner shall own and be solely responsible for the Owner's respective Unit and Private Elements, except for the Roof and other Shared Building Components expressly governed by this Declaration.

Section 3.2. Limited Common Elements. The land areas shown on the HPR Plat as Limited Common Elements appurtenant to a Unit are reserved for the exclusive use and enjoyment of the Owner of that Unit. The Owner benefited by a Limited Common Element shall, at such Owner's sole cost and expense, maintain, repair, replace, landscape, clean, preserve, and keep such Limited Common Element in good, safe, sanitary, and attractive condition.

Section 3.3. No Transfer Apart from Unit. A Limited Common Element may not be conveyed, leased, encumbered, or otherwise transferred separately from the Unit to which it is appurtenant.

Section 3.4. No Association Maintenance. Except for the Roof, Shared Building Components, and other obligations expressly assigned to the Association by this Declaration, the Association shall have no duty to maintain, repair, replace, restore, or improve any Unit, Private Element, or Limited Common Element.

ARTICLE IV
THE ASSOCIATION

Section 4.1. Association. The administration and enforcement of this Declaration shall be vested in Homes at 326 Rio Vista Drive Homeowners Association, Inc.. The Association shall be governed by its Articles of Incorporation, this Declaration, and its Bylaws.

Section 4.2. Membership. Every Owner shall automatically be a Member of the Association. Membership is appurtenant to Unit ownership and may not be separated from title.

Section 4.3. Voting. Each Unit shall be entitled to one (1) vote. If a Unit is owned by more than one person or entity, such Owners shall collectively exercise the single vote allocated to that Unit.

Section 4.4. Board. The affairs of the Association shall be administered by a Board of Directors in accordance with the Bylaws. Matters expressly requiring approval of both Unit Owners under this Declaration may not be decided by the Board in lieu of such approval.

ARTICLE V
ASSESSMENTS AND SHARED EXPENSES

Section 5.1. Authority to Assess. The Board may levy assessments only as reasonably necessary to pay Common Expenses, including maintenance, repair, replacement, insurance, and restoration of the Roof, Party Wall when shared, Shared Drainage Facilities, and other Shared Building Components, together with reasonable expenses of administering the Association. The Association is not required to levy recurring annual or monthly assessments when no such expenses are reasonably anticipated.

Section 5.2. Allocation. Common Expenses shall be allocated equally between Unit A and Unit B unless this Declaration expressly provides otherwise. The Board may collect assessments in advance, establish reasonable reserves for reasonably anticipated Roof or Shared Building Component expenses, or levy a special assessment when an expense arises.

Section 5.3. Individual Assessments. Any expense incurred by the Association because of the act, omission, negligence, misconduct, violation, or failure to perform an obligation of a particular Owner, or such Owner's tenant, occupant, guest, invitee, agent, or contractor, may be assessed solely against that Owner as an Individual Assessment, including reasonable attorneys' fees, professional fees, repair costs, and collection expenses to the extent permitted by law.

Section 5.4. Lien and Collection. All assessments, together with lawful interest, late charges, reasonable attorneys' fees, court costs, and collection expenses, shall constitute the personal obligation of the assessed Owner and a continuing lien against the applicable Unit to the fullest extent permitted by the Act and other applicable Tennessee law. The Association may enforce and foreclose its lien and pursue all other lawful collection remedies.

Section 5.5. Separate Real Estate Taxes. Real estate taxes and governmental assessments attributable to each Unit shall be separately assessed and paid by the Owner of such Unit. If any tax or governmental assessment is imposed against the Property or the Regime as a whole rather than separately against the Units, each Owner shall be responsible for one-half (1/2) thereof unless the taxing authority otherwise allocates such tax or assessment.

ARTICLE VI
MAINTENANCE, REPAIR AND REPLACEMENT

Section 6.1. Owner Maintenance Duty. 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 components, equipment, systems, landscaping, and improvements located within or exclusively serving the same, except only the Roof and other Shared Building Components expressly made a shared responsibility by this Declaration. Each Owner shall promptly perform all work reasonably necessary to preserve the appearance, structural integrity, safety, value, and habitability of the Owner's Unit and appurtenant Limited Common Elements.

Section 6.2. Utilities. All utilities are intended to be separately metered. Each Owner shall be solely responsible for all utility charges and for maintenance, repair, and replacement of utility lines, meters, equipment, and facilities exclusively serving that Owner's Unit.

Section 6.3. Owner-Caused Damage. An Owner responsible for damage to the other Unit, a Limited Common Element, the Roof, Party Wall, or another Shared Building Component shall bear the reasonable cost of repair or replacement to the extent the damage is attributable to such Owner or such Owner's tenant, occupant, guest, invitee, agent, or contractor and is not otherwise recovered from insurance.

Section 6.4. Standard of Work. All maintenance, repair, replacement, and reconstruction shall be performed in a good and workmanlike manner, in compliance with applicable law, and so as not to impair the structural integrity, weatherproofing, drainage, utilities, or reasonable use and enjoyment of the adjoining Unit.

Section 6.5. Association Self-Help. If an Owner fails to perform maintenance, repair, replacement, or restoration required by this Declaration and such failure materially affects or reasonably threatens the adjoining Unit, the Roof, Party Wall, Shared Drainage Facilities, another Shared Building Component, or the exterior appearance or structural integrity of the building, the Association may, after not less than ten (10) days' written notice and opportunity to cure, cause such work to be performed. No prior notice shall be required in an emergency. All reasonable costs incurred by the Association, including professional fees and attorneys' fees, may be assessed against the responsible Owner as an Individual Assessment.

ARTICLE VII
ARCHITECTURAL CONTROLS

Section 7.1. Exterior Changes Require Adjoining Owner Approval. No Owner shall make any material alteration, addition, or improvement affecting the exterior appearance, architectural character, structural integrity, or building envelope of such Owner's Unit without the prior written approval of the Owner of the adjoining Unit. Without limitation, approval is required for material changes to exterior colors, siding, brick or masonry, windows, exterior doors, porches, decks, visible exterior lighting, building footprint, height, roofline, or other exterior architectural features.

Section 7.2. Maintenance in Kind. Prior approval shall not be required for ordinary maintenance, repair, or replacement using materials, colors, dimensions, design, and appearance substantially similar to those being maintained, repaired, or replaced, provided such work does not affect the Roof, Party Wall, or another Shared Building Component.

Section 7.3. Roof and Party Wall. No Owner shall independently alter, penetrate, remove, replace, or materially modify the Roof, Party Wall, or any other Shared Building Component without the prior written approval of the adjoining Owner and, if applicable, the Board.

Section 7.4. Approval Standard. Approval required by this Article shall not be unreasonably withheld, conditioned, or delayed, but may be conditioned upon reasonable measures necessary to protect the adjoining Unit, maintain architectural compatibility, preserve structural integrity, or allocate costs and restoration obligations.

Section 7.5. Governmental Approval. Approval under this Article does not replace any permit, code, zoning, or other governmental approval required by applicable law.

ARTICLE VIII
USE RESTRICTIONS

Section 8.1. Residential Use. Each Unit shall be used primarily for lawful residential purposes. No use shall be conducted in a manner that creates an unreasonable nuisance or materially interferes with the use and enjoyment of the adjoining Unit.

Section 8.2. Recreational Vehicles, Boats and Trailers. No recreational vehicle, motor home, camper, travel trailer, fifth-wheel trailer, boat, boat trailer, utility trailer, personal watercraft, or similar vehicle or equipment shall be regularly parked or stored upon a Unit or Limited Common Element in a location visible from Rio Vista Drive or the adjoining Unit, except temporarily while actively loading, unloading, cleaning, or servicing the same. Any such vehicle or equipment

regularly kept on the Property shall be stored within an enclosed garage or otherwise screened from ordinary view.

Section 8.3. Trash and Refuse Containers. Garbage, recycling, and refuse containers shall be maintained in a clean and sanitary condition and, except when reasonably necessary for collection, shall be stored within an enclosed garage or in another location screened from ordinary view from Rio Vista Drive and the adjoining Unit. Containers may be placed for collection no earlier than the evening preceding the scheduled collection day and shall be returned to their screened storage location by the end of the collection day.

Section 8.4. Junk and Inoperable Vehicles. No accumulation of rubbish, discarded materials, or debris shall be permitted upon a Unit or Limited Common Element, and no inoperable or abandoned vehicle shall be stored outside an enclosed garage.

Section 8.5. Compliance with Law. No Unit or Limited Common Element shall be used in violation of applicable zoning, building, fire, health, safety, or other governmental requirements.

ARTICLE IX
PARTY WALL AND SHARED BUILDING COMPONENTS

Section 9.1. Party Wall. The Party Wall is intended to provide separation and structural support between the Units. Each Owner shall have reciprocal rights of support in and through the Party Wall and shall not perform any work that materially impairs its structural integrity, fire separation, sound attenuation, weatherproofing, or function.

Section 9.2. Roof. The Roof is a Shared Building Component and shall be maintained, repaired, and replaced as a unified system when reasonably necessary. Except for costs attributable to a particular Owner under this Declaration, all reasonable costs associated with the Roof shall be shared equally between the Units as a Common Expense.

Section 9.3. Shared Party Wall Expenses. Necessary maintenance, repair, replacement, or reconstruction of the Party Wall that benefits or is required for both Units shall be a Common Expense allocated equally between the Units, except to the extent the need for such work is attributable to one Owner, in which event the attributable cost may be assessed solely against that Owner.

Section 9.4. Shared Drainage. Each Owner shall maintain drainage improvements exclusively serving that Owner's Unit or Limited Common Element. Shared Drainage Facilities shall be maintained, repaired, and replaced as a Common Expense allocated equally between the Units unless the need for work is attributable to one Owner.

Section 9.5. Emergency Work. Either Owner or the Association may undertake work reasonably necessary to prevent imminent material damage to the Roof, Party Wall, Shared Drainage Facilities, or other Shared Building Components when prior agreement cannot reasonably be obtained. The party undertaking emergency work shall give notice as soon as practicable, and the reasonable cost shall be allocated in accordance with this Declaration.

ARTICLE X
EASEMENTS AND ACCESS RIGHTS

Section 10.1. Reciprocal Maintenance and Access Easement. Each Unit and Limited Common Element is subject to a perpetual reciprocal easement in favor of the adjoining Owner, and such Owner's contractors, agents, employees, and professionals, for reasonable access over and across such Unit and Limited Common Element to the extent reasonably necessary to inspect, maintain, repair, replace, reconstruct, or restore the accessing Owner's Unit, Private Elements, Limited Common Elements, utilities, drainage facilities, or improvements, or any Roof, Party Wall, or Shared Building Component, where such work cannot reasonably be performed without access to the adjoining Unit or Limited Common Element. Except in an emergency, reasonable advance notice shall be provided. The accessing party shall minimize interference and promptly restore any disturbed or damaged area to substantially its prior condition. No Owner shall unreasonably obstruct or deny access permitted by this Section.

Section 10.2. Utility Easements. Each Unit and Limited Common Element is subject to such reciprocal utility easements as are reasonably necessary for existing or lawfully installed utility lines and facilities serving either Unit, including reasonable access for maintenance, repair, replacement, and emergency service, provided disturbed areas are restored.

Section 10.3. Drainage Easements. Each Unit and Limited Common Element is subject to reciprocal easements for existing drainage patterns and Shared Drainage Facilities. No Owner shall obstruct or materially alter drainage in a manner that unreasonably increases the flow of water onto or otherwise adversely affects the adjoining Unit.

Section 10.4. Support and Encroachment. Reciprocal easements of lateral and structural support are created for the benefit of each Unit. To the extent any improvement unintentionally encroaches across a Unit or Limited Common Element boundary due to original construction, settlement, reconstruction, or survey discrepancy, an easement shall exist for such encroachment for so long as it remains, provided the encroachment was not intentionally created in violation of this Declaration.

Section 10.5. Roof and Building Projection Easements. Reciprocal easements are hereby created for any roof overhang, eave, cornice, gutter, downspout, flashing, foundation projection, or other building component that, as originally constructed or subsequently reconstructed in substantial conformity with the original construction, extends over or into the adjoining Unit or Limited Common Element, together with reasonable rights of access for the inspection, maintenance, repair, and replacement thereof.

Section 10.6. Association Utility Easements. The Association may grant nonexclusive easements to public or private utility providers over the Property when reasonably necessary to provide, maintain, repair, replace, or relocate utility service to either or both Units, provided no such easement materially interferes with an Owner's use of the Owner's Unit or Limited Common Elements.

ARTICLE XI
INSURANCE, CASUALTY AND RECONSTRUCTION

Section 11.1. Mandatory Owner Insurance. Each Owner shall, at such Owner's sole cost and expense, obtain and continuously maintain property insurance covering such Owner's Unit, Private Elements, Limited Common Elements, and all improvements and betterments for which

such Owner is responsible under this Declaration against fire and such other hazards as are customarily insured under an appropriate residential property policy, in an amount not less than the full replacement cost thereof. Each Owner shall also maintain personal liability insurance in commercially reasonable amounts covering liability arising from the ownership, occupancy, maintenance, repair, and use of such Owner's Unit and Limited Common Elements.

Section 11.2. Evidence of Coverage. Upon reasonable request by the Association or adjoining Owner, each Owner shall provide reasonable evidence that the insurance required by this Article remains in effect. Failure to maintain required insurance constitutes a violation of this Declaration and does not relieve the uninsured or underinsured Owner from any obligation to repair, restore, reconstruct, reimburse, or otherwise perform under this Declaration.

Section 11.3. Association Insurance. The Association may obtain insurance covering the Roof, Party Wall, Shared Drainage Facilities, other Shared Building Components, or liability of the Association and its directors and officers if the Board determines such coverage to be reasonably necessary or advisable. Premiums, deductibles, and other costs shall be Common Expenses allocated equally between the Units, except to the extent a loss, deductible, increased premium, or other expense is attributable to a particular Owner or such Owner's tenant, occupant, guest, invitee, agent, or contractor.

Section 11.4. Fidelity Coverage. To the extent required by Tennessee law, the Association shall obtain and maintain fidelity coverage or a blanket fidelity bond protecting the Association against loss resulting from theft or dishonesty by persons handling Association funds, in the amount and on the terms required by applicable law.

Section 11.5. Casualty and Reconstruction. If a Unit or any portion of the attached building is damaged or destroyed by casualty, each Owner shall promptly undertake and diligently complete repair, restoration, or reconstruction of all portions for which that Owner is responsible. The Owners and Association shall cooperate in repair or reconstruction of the Roof, Party Wall, and other Shared Building Components. To the extent reasonably practicable, reconstruction shall restore the building to substantially the same architectural character, exterior appearance, structural integrity, and configuration existing immediately before the casualty unless both Owners agree otherwise in writing. An Owner's repair and reconstruction obligations are not limited by the amount of insurance proceeds actually available.

Section 11.6. Waiver of Subrogation. Each Owner shall use commercially reasonable efforts to obtain insurance policies containing waivers of subrogation against the Association and the adjoining Owner to the extent such waivers are reasonably available without material additional cost. Nothing herein waives claims arising from intentional misconduct or otherwise prohibited from waiver by law.

Section 11.7. Prohibited Acts Affecting Insurance. No Owner or Occupant shall do or permit anything within or upon a Unit or Limited Common Element that would reasonably be expected to invalidate or cause cancellation of insurance maintained by the Association or the adjoining Owner, materially increase the premium for such insurance, or materially increase the risk insured against. Any increased premium, deductible, uninsured loss, or other expense reasonably attributable to a violation of this Section may be assessed solely against the responsible Owner as an Individual Assessment.

ARTICLE XII
ENFORCEMENT AND DISPUTE RESOLUTION

Section 12.1. Enforcement. The Association and either Owner shall have the right to enforce this Declaration and the Bylaws by any proceeding at law or in equity. Except in 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 in Davidson County, Tennessee or, if the parties cannot agree upon a mediator, a mediator appointed by a court of competent jurisdiction. Participation in mediation is a mandatory condition precedent to litigation, except for actions seeking temporary restraining orders, temporary or emergency injunctive relief, or collection or foreclosure of Assessments. If mediation is unsuccessful, either party may pursue injunctive relief, specific performance, declaratory judgment, damages, or any other 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 reasonable attorneys' fees, court costs, expert witness fees, mediation costs as awarded by the court, and other reasonable litigation expenses. Costs incurred by the Association in enforcing this Declaration against a particular Owner may be assessed solely against that Owner as an Individual Assessment. All remedies are cumulative, and failure to enforce any provision on one occasion shall not constitute a waiver of future enforcement.

ARTICLE XIII
MORTGAGEE PROTECTION

Section 13.1. Mortgagee Rights. No breach or violation of this Declaration or the Bylaws 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 acquiring title by foreclosure, deed in lieu of foreclosure, or other lawful proceeding shall acquire title subject to this Declaration but shall not be liable for assessments or other obligations becoming due before acquisition of title except to the extent required by applicable law. Upon written request, the Association shall provide a first mortgagee or servicer reasonable notice of any uncured default by the Owner of the encumbered Unit, any pending enforcement action materially affecting the Unit or mortgagee's security, and any proposed amendment materially affecting mortgage priority, Unit boundaries, ownership interests, assessment obligations, or mortgagee rights. No amendment materially impairing the priority, validity, enforceability, or security of a first mortgage, or altering the boundaries of the encumbered Unit, shall be effective without such consent as may be required by applicable law or the applicable loan documents.

ARTICLE XIV
AMENDMENT AND TERMINATION

Section 14.1. Amendment. Except for amendments that Declarant may lawfully execute unilaterally during the Declarant Control Period to correct errors, comply with governmental or lender requirements, or complete the establishment of the Regime without materially diminishing an Owner's rights, this Declaration may be amended only by a written instrument approved and executed by the Owners of both Units and recorded in the Register's Office for Davidson County, Tennessee.

Section 14.2. Termination. The Regime may be terminated only by the unanimous written agreement of the Owners and such mortgagee consent as is required by the Act, this Declaration, or applicable law, followed by recording of the appropriate instrument in the Register's Office for Davidson County, Tennessee.

ARTICLE XV
DECLARANT RIGHTS

Section 15.1. Declarant Control. Until Declarant has conveyed both Units to purchasers other than an affiliate of Declarant, Declarant shall have the right to appoint and remove the directors and officers of the Association to the fullest extent permitted by applicable law and the Bylaws.

Section 15.2. Sales and Construction. Declarant and its agents may maintain signs, models, construction materials, temporary facilities, and reasonable access necessary to complete construction, market, sell, and convey the Units, provided such activities are conducted in compliance with applicable law and do not unreasonably interfere with an occupied Unit.

Section 15.3. Assignment. Declarant may assign all or any portion of its Declarant rights by a written instrument recorded in the Register's Office for Davidson County, Tennessee.

ARTICLE XVI
MISCELLANEOUS

Section 16.1. Covenants Running with the Land. The covenants, restrictions, easements, obligations, and rights contained in this Declaration are intended to run with and bind the Property and shall inure to the benefit of and be binding upon Declarant, the Association, each Owner, and their respective successors and assigns. Every person or entity acquiring any right, title, or interest in a Unit, whether by deed, inheritance, foreclosure, judicial sale, operation of law, or otherwise, shall take such interest subject to this Declaration and the easements, covenants, restrictions, and obligations contained herein, except to the extent otherwise expressly provided by applicable law.

Section 16.2. Severability. Invalidity or unenforceability of any provision shall not affect the remaining provisions.

Section 16.3. Notices. Notices required by this Declaration shall be in writing and may be delivered personally, by nationally recognized overnight courier, by United States mail, or by electronic mail to an address designated by the recipient.

Section 16.4. Governing Law. This Declaration shall be governed by the laws of the State of Tennessee.

Section 16.5. Conflict. If this Declaration conflicts with the Bylaws, this Declaration shall control.

Section 16.6. Captions and Construction. Headings are for convenience only. The singular includes the plural and vice versa as the context requires.

IN WITNESS WHEREOF, Louisiana Avenue, LLC has executed this Declaration as of the ____ day of September, 2026.

LOUISIANA AVENUE, LLC

By:
Name: Emmalee Clayton
Title: Member

By:
Name: Elam Stoltzfus
Title: Member

STATE OF TENNESSEE
COUNTY OF DAVIDSON

Personally appeared before me, the undersigned Notary Public, Emmalee Clayton and Elam Stoltzfus, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who acknowledged themselves to be the Managers of Louisiana Avenue, LLC and that they executed the foregoing instrument on behalf of Louisiana Avenue, LLC for the purposes therein contained.

Witness my hand and official seal this 11th day of September, 2026.

Notary Public
My Commission Expires: July 3, 2028

RYAN WESLEY PRATT
TENNESSEE NOTARY PUBLIC
My Comm Exp. July 3, 2028
COUNTY OF DAVIDSON

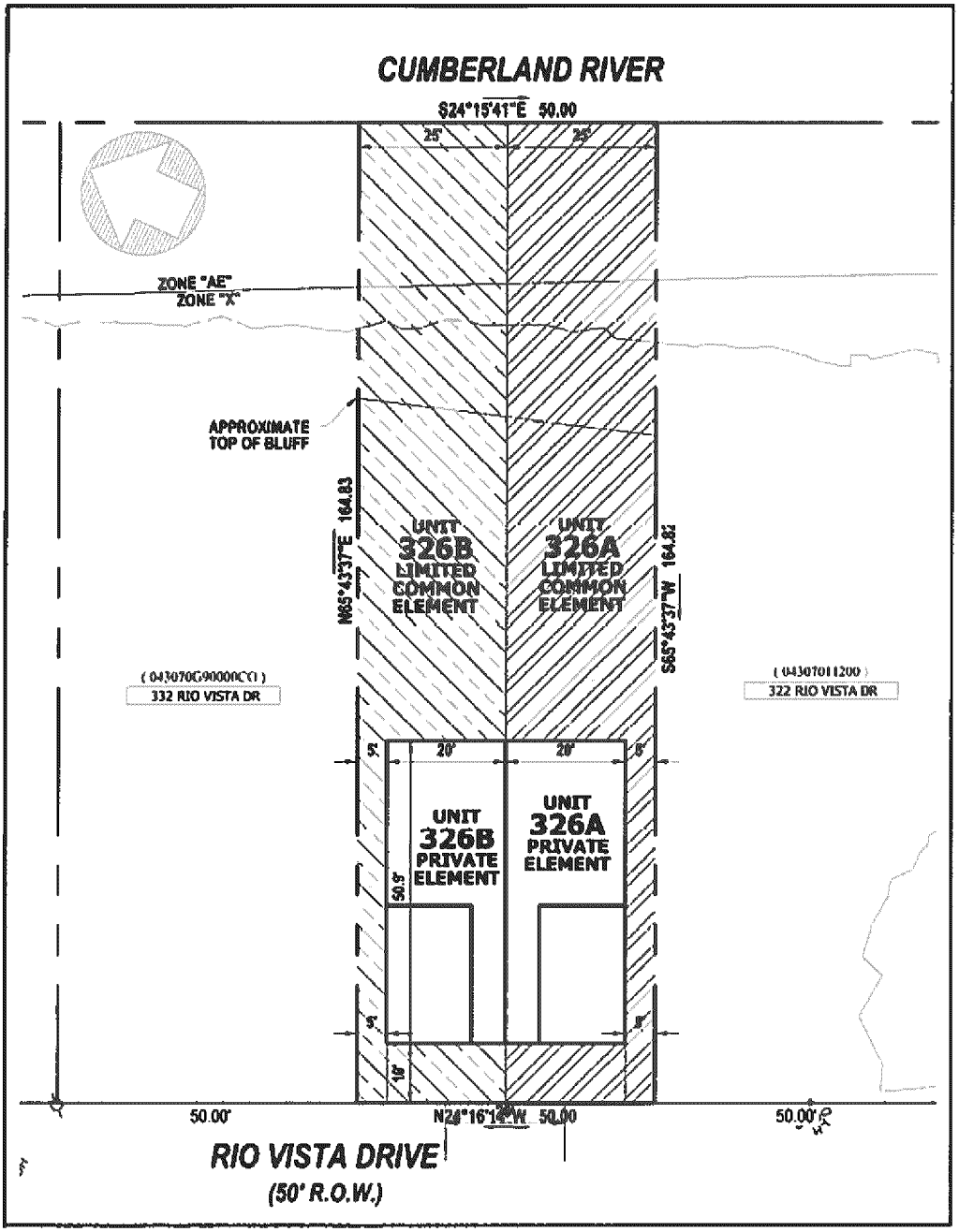
EXHIBIT A
LEGAL DESCRIPTION

Land in Davidson County, Tennessee and being described according to a survey by J. Bruce Rainey, Surveyor No. 823 dated August 31, 2018 and known as Job No. 180137 as follows:

Being at a point on the easterly margin of Rio Vista Drive, said point of beginning being S30 degrees 51'57"E 960.96' from a concrete monument located at the intersection of the southerly margin of Anderson Lane with the (westerly) margin of said Rio Vista Drive; thence with the margin of said Rio Vista Drive N27 degrees 53'00:W 50.00' to an iron pin; thence leaving said Drive and with Parcel 110 on map 43-07 N62 degrees 07'42"E passing a witness iron pin at 117.96' in all 164.82' to a point at the low water mark of Cumberland River; thence with the River S27 degrees 52'18"E 50.00' to a point; thence with the line of Parcel 112 on Property map 43-07 S 62 degrees 07'43"W passing a witness iron pin at 52.54' in all 164.81 to the point of beginning, containing 8239 square feet more or less.

Being part of the same property conveyed to Louisiana Avenue, LLC by Quitclaim Deed from Big Creek Ventures, LLC recorded August 31, 2026 in Instrument No. 20260831-0080121 in the Register of Deeds Office of Davidson County, Tennessee.

EXHIBIT B



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
REGISTERED LAND SURVEYOR
TENNESSEE NO. 2861
6/18/2025

GRAPHIC SCALE (IN FEET)
1 inch = 20 ft

EXHIBIT 'B' - Units A & B
326 Rio Vista Drive
NASHVILLE, TENNESSEE
Metro Parcel ID: (04307011100)

CLINT ELLIOTT SURVEY
P.O. Box 331875
Nashville, TN 37203
clintelliottsurvey.com
(615) 490-3236

EXHIBIT C

BYLAWS OF
HOMES AT 326 RIO VISTA DRIVE HOMEOWNERS ASSOCIATION, INC.

ARTICLE I
OFFICES

Section 1.1. Principal Office. The principal office of the Association shall be at such place in Tennessee as the Board may determine.

Section 1.2. Registered Office and Agent. The registered office and registered agent shall be as reflected in the records of the Tennessee Secretary of State and may be changed in accordance with applicable law.

ARTICLE II
MEMBERS

Section 2.1. Membership. Every record Owner of a Unit is automatically a Member. Membership is appurtenant to Unit ownership and transfers automatically with title.

Section 2.2. Voting. Each Unit is entitled to one (1) vote. Multiple Owners of a Unit shall collectively exercise that Unit's single vote.

Section 2.3. Meetings. Meetings of the Members shall be held as required by applicable law or as reasonably necessary to conduct Association business. Either Member may request a special meeting by written notice stating the purpose.

Section 2.4. Notice. Notice of a Member meeting shall be given within the time and in the manner required by applicable law and may be delivered electronically to the extent permitted by law.

Section 2.5. Quorum and Action. Both Units must be represented to constitute a quorum. Except where the Declaration, these Bylaws, or applicable law provides otherwise, Member action requires the affirmative vote of both Units.

Section 2.6. Remote Participation and Written Consent. Members may participate by telephone, videoconference, or other communications technology permitted by law. Action without a meeting may be taken by written consent to the extent permitted by applicable law.

ARTICLE III
BOARD OF DIRECTORS

Section 3.1. General Powers. The affairs of the Association shall be managed by its Board, subject to matters reserved to the Members by the Declaration, these Bylaws, or applicable law.

Section 3.2. Number and Composition. The Board shall consist of three (3) Directors. Following expiration of the Declarant Control Period, the Owner of Unit A shall appoint one Director, the Owner of Unit B shall appoint one Director, and the third Director shall be an Independent Director selected by unanimous written agreement of the Owners. The Independent

Director need not be a Unit Owner and should be a disinterested individual reasonably capable of serving the Association.

Section 3.3. Declarant Appointment. During the Declarant Control Period, Declarant may appoint and remove the Directors to the fullest extent permitted by applicable law.

Section 3.4. Term; Removal; Vacancies. Each Director shall serve until resignation, removal, death, disqualification, or replacement. Following the Declarant Control Period, the Owner appointing a Unit Director may remove and replace that Director at any time. The Independent Director may be removed or replaced by unanimous written agreement of both Unit Owners. Vacancies shall be filled by the party entitled to appoint the vacant seat.

Section 3.5. Meetings. Board meetings shall be held as reasonably necessary upon reasonable notice. Directors may participate by telephone, videoconference, or other communications technology permitted by law.

Section 3.6. Quorum and Board Action. A quorum shall consist of a majority of the Directors then in office, provided that after the Declarant Control Period no action materially affecting the property rights or financial obligations of either Unit may be approved without the affirmative vote of both Unit-appointed Directors. Matters expressly reserved to the Members require Member approval notwithstanding any Board vote.

Section 3.7. Deadlock. If the Board is unable to act on a matter requiring the agreement of both Unit-appointed Directors, the matter shall be referred to the Members. If the Members remain unable to agree and the matter constitutes a dispute subject to the Declaration's dispute resolution provisions, the parties shall proceed in accordance with those provisions.

Section 3.8. Action Without Meeting. The Board may act without a meeting by written consent to the extent permitted by Tennessee law.

ARTICLE IV
OFFICERS

Section 4.1. Officers. The officers shall be a President and a Secretary/Treasurer and such other officers as the Board may create. The same individual may hold more than one office to the extent permitted by law.

Section 4.2. Appointment and Term. The Board shall appoint the officers, who shall serve until resignation, removal, death, or replacement.

Section 4.3. President. The President shall preside at meetings, execute documents authorized by the Board, and perform such other ministerial duties as the Board assigns.

Section 4.4. Secretary/Treasurer. The Secretary/Treasurer shall maintain the minutes, corporate and financial records, provide required notices, maintain custody of Association funds, and perform such other ministerial duties as the Board assigns. Records may be maintained electronically.

ARTICLE V
POWERS AND DUTIES OF THE BOARD

Section 5.1. Powers. The Board may administer and enforce the Declaration and these Bylaws; maintain the Association's corporate existence and records; maintain bank accounts; levy and collect assessments authorized by the Declaration; retain attorneys, accountants, engineers, architects, surveyors, contractors, mediators, insurance professionals, and other qualified advisors; procure insurance; issue notices of violation; participate in mediation; commence or defend legal proceedings; execute contracts; file governmental reports; and take other reasonable administrative action necessary to carry out the Association's purposes.

Section 5.2. Reserved Matters. The Board shall not, without unanimous written approval of both Unit Owners, amend the Declaration or these Bylaws; alter Unit boundaries or Limited Common Element allocations; approve a material exterior alteration requiring adjoining Owner approval under the Declaration; acquire or dispose of real property; borrow money secured by Association assets; or settle litigation in a manner materially affecting title to, use of, or property rights in either Unit.

Section 5.3. Reliance on Professionals. In carrying out its duties, the Board may rely in good faith upon information, opinions, reports, or statements prepared by legal counsel, accountants, architects, engineers, surveyors, contractors, insurance professionals, or other qualified persons selected with reasonable care.

ARTICLE VI
FINANCIAL ADMINISTRATION

Section 6.1. Assessments and Budget. The Board may levy assessments as authorized by the Declaration. The Association need not maintain a recurring annual operating budget or reserve account when no material Association expenses are anticipated, but the Board may establish reasonable reserves for anticipated Roof or Shared Building Component expenses.

Section 6.2. Bank Accounts and Disbursements. Association funds shall be maintained in accounts in the Association's name. Disbursements shall be made only as authorized by the Board.

Section 6.3. Fiscal Year. The fiscal year shall be established by the Board.

Section 6.4. Financial Records. The Association shall maintain accurate financial records sufficient to identify receipts, disbursements, assessments, and obligations of the Association.

ARTICLE VII
RECORDS

Section 7.1. Records. The Association shall maintain the governing documents, minutes, financial records, tax filings, contracts, insurance policies, and other records required by applicable law. Records may be maintained electronically.

Section 7.2. Inspection. Members shall have inspection and copying rights as provided by Tennessee law, subject to reasonable procedures protecting privileged, confidential, and personal information.

ARTICLE VIII
INDEMNIFICATION AND MISCELLANEOUS

Section 8.1. Indemnification. The Association shall indemnify its Directors and officers to the fullest extent permitted by the Tennessee Nonprofit Corporation Act, as amended, and may advance expenses and purchase insurance for such persons to the extent permitted by law.

Section 8.2. Conflicts. If these Bylaws conflict with the Declaration, the Declaration shall control.

Section 8.3. Amendment. Following expiration of the Declarant Control Period, these Bylaws may be amended only by unanimous written approval of both Unit Owners. During the Declarant Control Period, Declarant may amend these Bylaws to the extent permitted by the Declaration and applicable law.

Section 8.4. Electronic Signatures and Counterparts. To the extent permitted by law, signatures and consents may be electronic and documents may be executed in counterparts.

ADOPTION AND CERTIFICATION OF BYLAWS

The undersigned, being the duly authorized representatives of Louisiana Avenue, LLC, as Declarant and initial member of the Association, hereby adopt the foregoing Bylaws as the Bylaws of the Association, effective as of the ____ day of September, 2026, and certify that such Bylaws have been duly adopted and remain in full force and effect.

LOUISIANA AVENUE, LLC
as Declarant

By: _____
Name: Emmalee Clayton
Title: Member

By: _____
Name: Elam Stoltzfus
Title: Member

EXHIBIT D
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 326 Rio Vista Drive Homeowners Association, Inc., a Horizontal Property Regime with Private Elements.

2) By-Laws of Homes at 326 Rio Vista Drive Homeowners Association, Inc.

3) The site plan for Homes at 326 Rio Vista Drive Homeowners Association, Inc.a Horizontal Property Regime, which plat shows private elements.

4) The Charter of Homes at 326 Rio Vista Drive Homeowners Association, Inc.

WITNESS my hand this 28th day of September, 2026.

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

CERTIFICATE OF AUTHENTICITY

I, Gavin M. Dwyer, Esq., 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 the 28th day of September, 2026.

Affiant Signature

Date: September 30, 2026

STATE OF TENNESSEE
COUNTY OF DAVIDSON

Sworn to and subscribed before me this the 30th day of September, 2026.

Notary's Signature

My Commission Expires: July 3, 2028

Seal:

