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This Instrument Prepared by:
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**DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR THE VILLAS AT BLUE TURTLE BAY TOWNHOME ASSOCIATION**

This Declaration of Covenants, Conditions and Restrictions, (the "Declaration"), is entered into this June 18, 2018 by LUCCA PROPERTIES, LLC, owner in fee simple of the real estate described in the attached Exhibit A (the "Developer");

WITNESSETH:

WHEREAS, Developer is the legal title holder in fee simple of a certain tract of real estate located in the County of Davidson, State of Tennessee, more particularly described on attached Exhibit A, which is herein incorporated by this reference thereto (the "Property"); and

WHEREAS, Developer intends to and does hereby submit the above-described Property to the provisions of the Tennessee Horizontal Property Act as codified as 66-27-101, et seq., of Tennessee Code Annotated and thereby cause a planned unit development to be organized and developed under Tennessee law pursuant to the Act; and

WHEREAS, Developer further desires to establish for its own benefit and for the mutual benefit of all future owners or occupants of the Property or any part thereof, and intends that all future owners, occupants, mortgagees and any other persons hereafter acquiring any interest in the Property shall hold said 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, all as more particularly hereinafter set forth, all of which are declared to be in furtherance of a plan to promote and protect the cooperative aspects of ownership and use of the Property and are established for the purpose of enhancing and perfecting the value, desirability and attractiveness of the Property;

NOW, THEREFORE, Developer, as the legal titleholder of the Property, and for the purposes above set forth, declares as follows:

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

(a) "Act" means the Tennessee Horizontal Property Act (T.C.A. § 66-27-101 et seq.). All capitalized terms not otherwise defined herein but defined in the Act, shall be deemed to have the meaning ascribed to them in the Act.

(b) "Association" is a non-profit Tennessee corporation known as The Villas at Blue Turtle Bay Townhome Association, Inc., which includes as members all of the Townhome Owners.

(c) "Board of Directors" or "Board" means the administering body of the Association.

(d) "Building" means any building located on the Property and containing the Units. The Building(s) is delineated on the Plat.

(e) "Bylaws" means the Bylaws of the Association, attached hereto as Exhibit B and by this reference made a part hereof, as amended from time to time. For purposes of the Act, all provisions contained in the body of this Declaration dealing with the administration and maintenance of the Property shall be deemed to be part of the Bylaws.

(f) "Common Elements" means all real property and improvements, owned by the Association for the common use and enjoyment of the Owners and shared by and serving all units, including, but not limited to party walls, roofs, common conduit for utilities and HVAC ductwork. Common Elements shall remain undivided and shall not be the subject of an action for partition. Common Elements, other than party walls, if any, will be designated as such on the Exhibit "C". In the event the Property contains a shared driveway or roof, said driveway or roof as the case may be, will be a Common Element with the use, maintenance and insurance of the same as a common expense.

(g) "Declaration" means this instrument, as hereinafter provided, as such Declaration may be amended from time to time.

(h) "Developer" means LUCCA PROPERTIES, LLC, his successors and assigns, provided such heirs or assigns are designated in writing by Developer as a successor or assign of the rights of Developer set forth herein. Developer, or Developers successors or assigns shall have the right to unilaterally amend this declaration, bylaws and amendments thereto, without the joinder of any Owner.

(i) "General Common Elements" means and includes both Common Elements and Limited Common Elements.

G) "Limited Common Elements" means all Common Elements contiguous to and serving exclusively a single Townhome or one or more adjoining Townhomes as an inseparable appurtenance thereto, the enjoyment, benefit and/or use of which is reserved to the lawful Occupants of such Townhome or Townhomes either in this Declaration, on the Plat or by the Board.

(k) "Majority" or "Majority of the Townhome Owners" means the Owners of more than fifty (50%) percent of the membership in the Association, present and then eligible to vote.

(l) "Manager" means the person or firm designated by the Board of Directors to manage the affairs of the Project.

(m) "Member" means a member of the Association who is the Owner of a Townhome. All Owners of an individual Townhome shall be members and shall collectively be one member for any voting purposes. The cessation of the ownership of a Townhome shall terminate membership.

(n), "Occupant" means a person or persons in possession of a Townhome, regardless of whether said person is a Townhome Owners.

(o) "Owner" or "Townhome Owner" means a person, firm, corporation, partnership, association, trust or other legal entity, or any combination thereof, owning a fee simple title to any Townhome or Townhomes within the Project. When two or more persons own a Townhome as tenants in common, joint tenants, tenants by the entireties, or otherwise, such persons shall constitute the "Owner" with respect to that Townhome.

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

(q) "Plat" means the representation of the Property prepared by the Owner and/or Developer and attached hereto as Exhibit C, showing the number of each Unit, and expressing its area, location and other data necessary for identification.

(r) "Project" means the entire parcel including all structures thereon.

(s) "Private Elements" means and includes the land upon which a Townhome is located as shown on the Plat as being the Private Elements designated for each Townhome depicted thereon for which fee simple Ownership and exclusive use is reserved to that Townhome only. All Limited Common Elements shall also be deemed to be Private Elements. Notwithstanding the limits of the Private Elements depicted on the Plat, Private Elements do not include the Common Elements; provided that each Owner shall be entitled to the exclusive use of all area of the Building that are contained within each Townhome.

(t) "Property" means all the land, property and space which is the subject of this Declaration as more particularly described on Exhibit "A" hereto, and all structures and other improvements now or hereafter erected, constructed or contained therein or thereon, including without limitation the Buildings and all easements, rights, privileges and appurtenances belonging or in any way pertaining thereto, and all furniture, furnishings, fixtures and equipment intended for the mutual use, benefit or enjoyment of the Townhome Owners.

(u) "Record" or "Recording" refers to the record or recording in the Office of the Register of Deeds in Davidson County, Tennessee.

(v) "Rules and Regulations" refer to the rules and regulations concerning the use of the Townhomes and the Common Elements, as adopted from time to time by the Board in accordance with the Declaration and Bylaws.

(w) "Townhome" means that part of the Project intended for individual Ownership and use. Each individual Townhome shall consist of all the improvements and space therein within the boundary lines for that Townhome, as set out on the Plat, attached hereto as Exhibit C.

2. Plat. The Plat, which is incorporated herein by this reference thereto, sets forth the numbers or letters, areas, locations and other data required by the Act.

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

4. (a) Association of Townhome Owners and Administration and Operation of the Property. The Association, which has been or will be incorporated, shall be the governing body for all of the Townhome Owners, for the maintenance, repair, replacement, administration and operation of the Property, as provided in the Act, this Declaration and the Bylaws. The Bylaws for the Association shall be the Bylaws attached to this Declaration as Exhibit B and made a part hereof. The Board shall be elected and shall serve in accordance with the provisions of the Bylaws. The fiscal year of the Association shall be determined by the Board, and may be changed from time to time, as the Board deems advisable. The Association shall not be deemed to be conducting a business of any kind. All activities undertaken by the Association shall be for the sole benefit of the Townhome Owners, and all funds received by the Association shall be held and applied by it for the use and benefit of the Townhome Owners in accordance with the provisions of the Act, this Declaration and the Bylaws. Each Townhome Owner shall be a member of the Association so long as he is a Townhome Owner. A Townhome Owner's membership shall automatically terminate when he ceases to be a Townhome Owner. Upon the conveyance or transfer of a Townhome Owner's Ownership interest to a new Townhome Owner, the new Townhome Owner shall simultaneously succeed to the former Townhome Owner's membership in the Association. The aggregate number of votes for all members of the association shall be two (2). Each Townhome Owner's respective percentage of Ownership interests in the Association is set forth in Exhibit D.

Notwithstanding the foregoing, the Developer shall not be liable for the payment of any association dues, common expenses or other fees to the Association.

(b) Management of Property. The Board shall have the authority to engage the services of an agent (sometimes herein referred to as the "Managing Agent") to insure, maintain, repair, replace, administer and operate the Property, or any part thereof, to the extent deemed advisable by the Board, subject to the provisions of subparagraph (c), below. The Board may require that the Managing Agent have fidelity bond coverage on its employees handling Association funds. The cost of such services shall be a common expense, as defined in paragraph 10, below.

(c) Initial Management Agreement. The first Board, appointed as provided in the Bylaws, shall have the obligation to ratify and approve any management agreement between Developer, on behalf of the Association, and a management entity.

(d) Use by Developer. During the period of sale by Developer of any Townhomes, Developer and Developer's agents, employees, contractors and subcontractors, and their respective agents and employees, shall be entitled to access and ingress to and egress from the Property as may be required for purposes of said sale of Townhomes. While Developer owns any of the Townhomes and until each Townhome sold by it is occupied by the purchasers, the Developer and its employees may rent, lease, use and show one or more of such unsold or unoccupied Townhomes as a model Townhome or Townhomes and may rent, lease or use one or more of such unsold unoccupied Townhomes as a sales office, and may maintain customary signs in connection therewith.

(e) Non-Liability of the Directors, Board, Officers and Owner. Neither the Board, the individual members thereof, the officers of the Association, nor Developer shall be personally liable to the Townhome Owners for any mistake of judgment or for any other acts or omissions of any nature

whatsoever as such Board, members, officers or Developer, except for any acts or omissions found by a court to constitute gross negligence or fraud. The Townhome Owner shall indemnify and hold harmless each of the Board members, such officers and Developer, and their respective heirs, executors, administrators, successors and assigns, in accordance with the provisions of Article VII of the Bylaws.

5. Board's Determination Binding. In the event of any dispute or disagreement between any Townhome Owners relating to the Property, or any agreement between any Townhome Owners relating to the Property, or any questions of interpretation or application of the provisions of this Declaration or the Bylaws, the determination thereof by the Board shall be final and binding on each and all such Townhome Owners.

6. Ownership of the Common Elements. Each Townhome Owner shall be entitled to the percentage of undivided Ownership in the Common Elements, if any, allocated to the respective Townhome owned by such Townhome Owner, as set forth in Exhibit D hereto. The percentages of Ownership interests set forth in Exhibit D shall remain constant unless amended pursuant to the reservation set forth herein, or unless hereafter changed by recorded amendment to this Declaration as provided for herein or consented to in writing by the necessary Townhome Owners and first mortgagees. Said Ownership interest in the Common Elements shall be undivided interests, and the Common Elements shall be owned by the Townhome Owners as in accordance with their respective percentages of Ownership. The Ownership of each Townhome shall not be conveyed separate from the percentage of Ownership in the Common Elements corresponding to said Townhome. The undivided percentage of Ownership in the Common Elements corresponding to any Townhome shall be deemed conveyed or encumbered with that Townhome, even though the legal description in the instrument conveying or encumbering said Townhome may refer only to the fee title to that Townhome. Such Common Elements are not and shall not be the subject of any partition action.

7. Use of Common Elements. Each Townhome Owner shall have the right to use the Common Elements, if any, (except the Limited Common Elements) in common with all other Townhome Owners, as may be required for the purposes of access and ingress to, egress from, use, occupancy and enjoyment of the respective Townhome owned by such Townhome Owner. Such right to use Common Elements shall extend not only to each Townhome Owner, but also to his agents, customers, guests, visitors, invitees and licensees. However, each Townhome Owner also shall have the right to exclusive use and possession of the Limited Common Elements contiguous to and serving such Townhome alone. Such rights to use the Common Elements, including Limited Common Elements, shall be subject to and governed by the provisions of the Declaration, Bylaws and the rules and regulations of the Association. In addition, the Association shall have the authority to lease grant concessions or grant easements with respect to parts of the Common Elements, subject to the provisions of this Declaration and the Bylaws. All income derived by The Association from leases, concessions or other sources shall be held and used for the benefit of the members of the Association, pursuant to such rules, resolutions or regulations as the Board may adopt or prescribe.

8. Common Expenses. Each Townhome Owner shall pay his proportionate share of the expenses of the administration and operation of the Common Elements and of any other expenses incurred in accordance with this Declaration and the Bylaws (which expenses are herein sometimes referred to as "common expenses"), including, but not limited to, the insurance, maintenance and repair of the Common Elements and any and all replacements and additions thereto. Such proportionate share of the common expenses for each Townhome Owner shall be in

accordance with his percentage of Ownership in the Common Elements; provided, however, that any such expenses with respect to Limited Common Elements shall be borne by the Townhome Owners to whose Townhomes such Limited Common Elements are appurtenant, in accordance with such Townhome Owners' percentage of Ownership interest therein, Payment of common expenses, including any prepayment thereof required by a contract for sale of a Townhome, shall be in such amounts and at such times as determined in the manner provided in the Bylaws. No Townhome Owner shall be exempt from payment of his proportionate share of the common expenses by waiver of the use or enjoyment of the Common or Limited Common Elements or by abandonment of his Townhome. If any Townhome Owner shall fail or refuse to make any such payment of common expenses when due, the amount thereof, together with the interest thereon at the maximum allowable rate at law per annum from the date that said common expenses become due and payable, plus reasonable attorney's fees incurred by the Association in the collection thereof or the enforcement of the lien herein provided, shall constitute a lien on the interest of such Townhome Owner in his Townhome and in the Property as provided in the Act. The sale or conveyance of a Townhome shall in all cases be subject to all unpaid assessments against the Townhome Owner thereof for his pro rata share in the common expenses, and if the same are not paid by the Owner thereof prior to any sale or conveyance, shall be a lien against the Townhome and shall be payable by the new Townhome Owner thereof. Likewise, all taxes and other levies and assessments by governmental taxing bodies shall be a lien against individual Townhomes. Notwithstanding the foregoing, Developer shall be exempt from payment of Common Expenses.

9. Mortgages and Deeds of Trust. Each Townhome Owner shall have the right, subject to the provisions hereof, to make separate mortgages and deeds of trust for his respective Townhome together with his respective Ownership interest in the Common Elements. No Townhome Owner shall have the right or authority to grant, make or create, or cause to be granted, made or created, any mortgage, deed of trust or other lien on or affecting the Property or any part thereof, except only to the extent of his own Townhome and the respective percentage interest in the Common Elements corresponding thereto.

10. Separate Real Estate Taxes. Real estate taxes shall be separately taxed to each Townhome Owner for his Townhome and his corresponding percentage of Ownership in the Common Elements, as provided in the Act. In the event that such taxes for any year are not separately taxed to each Townhome Owner, but rather are taxed on the Property as a whole, then each Townhome Owner shall pay his proportionate share thereof in accordance with his respective percentage of Ownership interest in the Common Elements, and, in said event, such taxes shall be a common expense.

11. Insurance. The Board shall have the authority to and shall obtain insurance for the Property, (not to include the additions within, improvements to and decorating of the Townhomes or Limited Common Elements by the Townhome Owners) against loss or damage by fire, vandalism, malicious mischief and such other hazards as are covered under standard extended coverage provisions for the full insurable replacement cost of the Property, and against such other hazards and for such amounts as the Board may deem advisable. Insurable replacement cost shall be deemed to be the cost of restoring the Common Elements. Such insurance coverage shall be written in the name of, and the proceeds thereof shall be payable to, the Board, as the trustee for each of the Townhome Owners in direct proportion to said Townhome Owner's respective percentage of Ownership in the Common Elements, as set forth in this Declaration, and for the holders of mortgages on his Townhome as loss payee, if any. The policy of insurance shall also contain, if possible, a waiver of subrogation rights by the insurer against individual Townhome Owners. The premiums for such insurance shall be a common expense. However, at the option of the Board, and upon written notice to all Townhome Owners, premiums for such insurance shall be separately billed to each Townhome Owner for his Townhome and his

corresponding percentage of Ownership in the Common Elements.

In the event of damage to or destruction of all or any part of the Common Elements as a result of fire or other casualty covered by insurance maintained by the Board pursuant hereto (unless more than two-thirds of such Buildings require reconstruction), the Board shall, in its sole and absolute discretion, determine, and without intervention of any Townhome Owner, arrange for the prompt repair and restoration of the damaged portions of Common Elements substantially in accordance with the original plans and specifications therefore. Where the insurance proceeds are insufficient to cover the cost of such repairs and restoration, the deficit shall be paid by all Townhome Owners directly affected by the damage, in proportion to each such Townhome Owner's percentage of Ownership in the Common Elements.

The Board shall not be responsible for the repair, replacement or restoration of any Limited Common Elements, furniture, furnishings, fixtures or equipment installed in the Townhome by a Townhome Owner or Occupant or any other personal property located on the Property owned by a Townhome Owner or Occupant unless insurance therefore is specifically provided for in the insurance policy obtained by the Board. The Board in its sole discretion shall determine which Townhome Owners are directly affected by the damage.

Reconstruction shall not be compulsory where the whole or more than two-thirds (2/3) of all the Buildings and Common Elements are destroyed or damaged by fire or other casualty, as determined by the Board. In such case, and unless otherwise unanimously agreed upon by the Townhome Owners, the insurance proceeds shall be delivered to the Townhome Owners or their mortgagees, as their interests may appear, in proportion to the percentage interest of each Townhome Owner in the Common Elements; and the Board, as soon as is reasonably practicable and as agent for the Townhome Owners, shall sell the Property, in its then condition, free from the effect of this Declaration, which shall terminate upon such sale, on terms satisfactory to the Board, and the net proceeds of such sale and of all insurance policies shall thereupon be distributed to the Townhome Owners or their mortgagees, as their interest may appear, in proportion to the percentage interest of each Townhome Owner in the Common Elements. If the Board fails to consummate a sale pursuant to this paragraph within twenty-four (24) months after the destruction or damage occurs, then the Managing Agent or the Board shall, or if it does not, any Townhome Owner or mortgagee may, record a sworn declaration setting forth such decision and reciting that under the provisions of this Declaration the prohibition against judicial partition provided for in this Declaration has terminated and that judicial partition of the Property may be obtained pursuant to the laws of the State of Tennessee. Upon final judgment of a court of competent jurisdiction decreeing such partition, this Declaration shall terminate.

Reconstruction also shall not be compulsory where the whole or more than two-thirds (2/3) of any one of the Buildings is destroyed, as determined by the Board. In such case, and unless otherwise unanimously agreed upon by the Townhome Owners directly affected, the net proceeds of insurance policies shall be divided among all the Townhome Owners directly affected by the casualty in proportion to their respective common interests as determined in the sole discretion of the Board, after paying from the share of such affected Townhome Owner the just amount of any unpaid liens on his Townhome, in the order of priority of such liens. Notwithstanding the foregoing, no such disbursement of the aforesaid insurance proceeds shall occur unless simultaneously with such disbursement each affected Townhome Owner delivers to the Board a recordable deed quit claiming his interest in his Townhome or affected portion thereof to the Association and also delivers to the Board a recordable release of any liens on his Townhome or the affected portion thereof. Upon the recording of the aforesaid deeds and releases, each such Townhome or affected portion thereof shall be deemed withdrawn and thereafter to be Common Elements. Upon the withdrawal of any

Townhome or portion thereof, the percentage interest in the Common Elements allocable to such Townhome shall be reallocated among the remaining Townhomes on the basis of the percentage of interest of each remaining Townhome. If only a portion of a Townhome is withdrawn, the percentage of interest appurtenant to that Townhome shall be reduced accordingly, as determined by the Board. After the Board has effectuated any such withdrawal, the responsibility for the payment of assessments for any such withdrawn Townhome or portion thereof shall cease.

The Board also shall have authority to and shall obtain comprehensive public liability insurance, in such amounts as it deems desirable and worker's compensation insurance and other liability insurance as it deems desirable, insuring each Townhome Owner, the mortgagee(s) of Record, if any, the Association, its officers, directors, Board and employees, Developer and any Managing Agent, from (i) liability in connection with the Common Elements, and (ii) liability arising out of legal proceedings relating to employment contracts to which the Association is a party (to the extent such insurance is reasonably available). The premiums for such insurance shall be a common expense; however, at the option of the Board, and upon written notice to all Townhome Owners, premiums for such insurance shall be separately billed to each Townhome Owner in proportionate amounts corresponding to such Townhome Owner's percentage of Ownership in the Common Elements. The Board shall retain in safekeeping any such public liability policy for six (6) years after the expiration date of the policy.

The Board, in its sole discretion, also shall have authority to and may obtain such other insurance and bonds as it deems desirable, in such amounts, from such sources and in such forms as it deems desirable, insuring the Property and each member of the Board and officer of the Association, and each member of any committee appointed pursuant to the Bylaws of the Association, from liability arising from the fact that said person is or was director or officer of the Association, or a member of any such committee. The premiums for such insurance and bonds shall be a common expense.

Each Townhome Owner shall be responsible for obtaining his own insurance on the contents of his own Townhome as well as his additions and improvements thereto, all decorations, furnishings and personal property therein, and any personal property stored elsewhere on the Property. In addition, in the event a Townhome Owner desires to insure against his personal liability and loss or damage by fire or other hazards above and beyond the extent that his liability loss or damage is covered by the liability insurance and insurance against. Loss or damage by fire and such other hazards obtained by the Board for the benefit of all of the Townhome Owners as part of the common expenses, as above provided, said Townhome Owner may at his option and expense, obtain additional insurance.

12. Maintenance , Repairs and Replacements. Each Townhome owner at his own expense shall furnish and be responsible for all maintenance of, repairs to and replacements within his own Townhome and Limited Common Elements exclusively serving his Townhome or the Board may cause the same to be done at the expense of the Townhome Owner. Each Townhome Owner shall be responsible for the maintenance, repairs to and replacements of Limited Common Elements attached to such Owner's Unit, including, but not limited to roof, roofing structure, windows, doors, patios, porches, decks, yards, gutters, heating or air-conditioning units, window boxes, landscaping, walls (interior and exterior, but excluding the party wall) and the portions of the Building that are not Common Elements. Maintenance, repairs and replacement of the Common Elements, including but not limited to sidewalks, parking area, yard, common utility lines, common pipes, common ducts, common wires, common cables, fences and installations for the common use of the Townhomes shall be part of the common expenses and shall be furnished by the Association subject to the provisions of this Declaration, the Bylaws and the rules and regulations of the Association.

If, due to the act or neglect of a Townhome Owner, or of his agent, invitee or licensee, damage shall be caused to the Common Elements or to a Townhome or Townhomes owned by others, or maintenance, repair or replacement are required that would otherwise be a common expense, then such Townhome Owner shall pay for such damage or such maintenance, repair and replacement, as may be determined by the Association, to the extent not covered by the Association's insurance or sufficient proceeds are not collected from the insurance carrier. The authorized representatives of the Association, Board or of the Managing Agent with approval of the Board shall be entitled to reasonable access to the individual Townhomes and Limited Common Elements as may be required in connection with the preservation of any individual Townhome or Limited Common Elements in the event of an emergency, or in connection with any maintenance, repairs or replacements within the Common Elements, Limited Common Elements or any equipment, facilities or fixtures affecting or serving other Townhomes, Common Elements and Limited Common Elements, or to make any alteration required by any governmental authority.

13. Alterations, Additions or Improvements. The Common Elements, or any additions or improvements thereto, shall not be altered or changed by any Townhome Owner, without the prior written consent of the Board. The Board may authorize and charge as common expenses alterations, additions and improvements of the Common Elements as provided in the Bylaws. Any Townhome Owner may make non-structural alterations, additions or improvements within the Townhome without the prior written approval of the Board, but such Townhome Owner shall be responsible for any damages to other Townhomes, the Common Elements, the Property, or any part thereof, resulting from such alterations, additions or improvements.

14. Decorations, Cleaning, Landscaping. Each Townhome Owner, at his own expense, shall furnish and be responsible for all decorations, landscaping and cleaning within his own Townhome and the Limited Common Elements serving his Townhome, as may be required from time to time, including painting, wall papering, washing, cleaning, paneling, floor covering, draperies, window shades, curtains, lighting, and other furnishings and decorations. Each Townhome Owner shall be entitled to the exclusive use of the interior surfaces of the perimeter walls, floors and ceiling of his Townhome. All gutters, windows and screens of a Townhome shall be cleaned and washed at the expense of the Owner of that Townhome.

15. Encroachments. If any portions of the party wall or Common Elements shall actually encroach upon any Townhome, or if any Townhome shall actually encroach upon any portions of the Common Elements, or if any Townhome shall actually encroach upon another Townhome, as the Common Elements and Townhomes are shown by the Plat, there shall be deemed to be mutual easements in favor of the Owners of the Common Elements and the respective Townhome Owners involved, to the extent of such encroachments, so long as the same shall exist.

16. Use and Occupancy Restrictions. Subject to the provisions of the Bylaws, no part of the Property may be used for purposes other than as allowed by municipal zoning laws.

17. Remedies. In the event of any violation of the provisions of the Act, this Declaration, the Bylaws or the rules and regulations of the Board or the Association by any Townhome Owner (either by his own conduct or by the conduct of any other Occupant of his Townhome or any invitee or licensee thereof) the Association, or its successors or assigns, or the Board, or its agent, shall have each and all of the rights and remedies that may be provided for in the Act, this Declaration, the Bylaws or said rules and regulations, or that may be available at law or in equity, and may prosecute an action or other proceedings against such defaulting Townhome Owner and/or other Occupant for enforcement of any lien and the appointment of a receiver for the Townhome and Ownership interest of such Townhome Owner, or for damages or injunction or specific performance, or for judgment for payment of money

and collection thereof, or for any combination of remedies, or for any other relief. All expenses of the Board in connection with any such actions or proceedings, including court costs and attorneys' fees and other fees and expenses and all damages, liquidated or otherwise, together with interest, thereon at the maximum allowed rate by law per annum until paid, shall be charged to and assessed against such defaulting Townhome Owner, and shall be added to and deemed part of his respective share of the common expenses, and the Association shall have a lien for all of the same, as well as for nonpayment of his respective share of the common expenses, upon the Townhome and Ownership in interest in the Common Elements of such defaulting Townhome Owner and upon all of his additions and improvements thereto and upon all of his personal property in his Townhome or located elsewhere on the Property; provided, however, that such lien shall be subordinate to the lien of a recorded first mortgage or deed of trust on the interest of such Townhome Owner, except for the amount of the proportionate share of said common expenses that become due and payable from and after the date on which the beneficiary of said mortgage or deed of trust either takes possession of the Townhome, accepts a conveyance of any interest therein (other than as a security) or forecloses *its* mortgage or deed of trust. In the event of any such default by any Townhome Owner, the Board and the manager or Managing Agent, if so authorized by the Board, shall have the authority to correct such default and to do whatever may be necessary for such purpose, and all expenses in connection therewith shall be charged to and assessed against such defaulting Townhome Owner and secured by the lien hereinabove provided. Any and all such rights and remedies may be exercised at any time and from time to time, cumulatively or otherwise, by the Board. This paragraph shall not be amended, changed, modified or rescinded without the prior consent of all holders of mortgage and deed of trust liens against Townhomes whose respective interests appear of Record.

The violation of any restriction or condition or regulation adopted by the Board or the breach of any covenant or provision herein contained shall give the Association, acting through the Board, the right, in addition to any other rights provided for in this Declaration: (a) to enter (either peaceably or forcibly without liability to such Townhome Owner for such entry) upon the Townhome, or any portion of the Property upon which or as to which such violation or breach exists, and summarily to abate and remove, at the expense of the defaulting Townhome Owner, any structure, thing or condition that may exist thereon contrary to the intent and meaning of the provisions hereof, and the Board, or its employees or agents, shall not thereby be deemed guilty in any manner of trespass; or (b) to enjoin, abate or remedy by appropriate legal proceedings, either at law or in equity, the continuance of any breach; or (c) to take possession (either peaceably or forcibly without liability to such Townhome Owner for such entry) of such Townhome Owner's interest in the Property and to maintain an action for possession of such Townhome in the manner provided by law.

If any Townhome Owner (either by his own conduct or the conduct of any other Occupant of his Townhome or any invitee or licensee thereof) shall violate the Act, or any of the covenants, restrictions or provisions of this Declaration or any of the rules and regulations adopted by the Board, and if such default or violation shall continue for ten (10) days after notice to the Townhome Owner in writing from the Board, or shall occur repeatedly during any ten (10) day period after such written notice or request to cure such violation from the Board, then the Board shall have the power to issue to said defaulting Townhome Owner a notice in writing terminating the rights of the said defaulting Townhome Owner to continue as a Townhome Owner and to continue to occupy, use or control his Townhome, and thereupon an action in equity may be filed by the Association, acting through the Board, against said defaulting Townhome Owner for a decree of mandatory injunction against such defaulting Townhome Owner or Occupant, or in the alternative, for a decree declaring the termination of said defaulting Townhome Owner's right to occupy, use or control the Townhome owned by hire on account of said violation, and ordering that all right, title and interest of said defaulting Townhome

Owner in the Property shall be sold (subject to the lien of any existing deed of trust or mortgage) at a judicial sale upon such notice and terms as the court shall determine, except that the court shall enjoin and restrain the said defaulting Townhome Owner from reacquiring his interest at such judicial sale. The proceeds of any such judicial sale shall first be paid to discharge court costs, court reporter charges, reasonable attorney's fees and all other expenses of proceeding and sale, and all such items shall be taxed against said defaulting Townhome Owner in said decree. Any balance of proceeds, after satisfaction of such charges and any unpaid assessments or liens hereunder, shall be paid to said defaulting Townhome Owner. Upon the confirmation of such sale, the purchaser shall thereupon be entitled to a deed to the Townhome and the Townhome Owner's corresponding percentage of Ownership in the Common Elements, and to immediate possession of the Townhome sold, and may apply to the court for a writ of assistance for the purpose of acquiring such possession, and it shall be a condition of any such sale, and the decree shall so provide, that the purchaser shall take the interest in the Townhome Ownership sold subject to this Declaration.

18.Amendment. The provisions of this Declaration may be changed, modified or rescinded by an instrument in writing, setting forth such change, modification or rescission, signed by not less than sixty-seven percent (67%) of the Townhome Owners and acknowledged; provided, however, that all lien holders of Record shall have been notified by certified mail of such change, modification or rescission and an affidavit by the secretary of the Association certifying to such mailing shall be made a part of such instrument. However, as long as Developer owns any of the units, it shall be deemed that Developer has the authority to unilaterally amend the declarations.

Notwithstanding the foregoing, if the Act, this Declaration or the Bylaws require the consent or agreement of all Townhome Owners or of all lien holders for any action specified in the Act or in this Declaration, then any instrument changing, modifying or rescinding any provision of this Declaration with respect to such action shall be signed by all Townhome Owners or all lien holders or both as required by the Act or this Declaration. The change, modification or rescission, shall be effective upon the Recording of such instrument; provided, however, that no provisions in the Declaration may be changed, modified or rescinded so as to conflict with the provisions of this Act.

19.Notices. Notices provided for in the Act, this Declaration or the Bylaws shall be in writing, and shall be addressed to the Association, the Board or any Townhome Owner, as the case may be. The Association or Board may designate a different address or addresses for notices by written notice of such change of address to all Townhome Owners. Any Townhome Owner may designate a different address for notices to him by giving written notice to the Association. Notices addressed as above shall be deemed delivered when mailed by the United States registered or certified mail, or when delivered in person with written acknowledgement of the receipt thereof. Upon written request to the Board, the holder of any recorded mortgage or trust deed encumbering any Townhome shall be given a copy of all notices permitted or required by this Declaration to be given to the Townhome Owner or Owners whose Townhome is subject to such mortgage or trust deed.

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

21. Rights and Obligations. Each grantee of Developer, by the acceptance of a deed of conveyance with respect to any part of the Property, accepts the same subject to all restrictions, conditions, covenants, reservations, liens and charges of, and the jurisdiction, rights and powers created or reserved by, this Declaration. All future Townhome Owners and Occupants shall be subject to and shall comply with the provisions of this Declaration. Any restrictions or rules in the Bylaws that are more than administrative in nature such as, but not limited to, reservations in favor of and future rights of Developer, are hereby incorporated into and made a part of this Declaration by reference. All rights, benefits and privileges of every character hereby imposed shall be deemed and taken to be covenants running with the land, and shall bind any person having at any time any interest or estate in the Property, and shall inure to the benefit of such grantee in like manner as though the provisions of this Declaration were recited and stipulated at length in each and every such deed of conveyance or contract for conveyance.

All present and future Townhome Owners, tenants and occupants of a Townhome shall be subject to, and shall comply with, the provisions of the Bylaws, as they may be amended from time to time. The acceptance of a deed of conveyance, devise of or lease to a Townhome, or the entering into occupancy of any Townhome, shall constitute an agreement that the provisions of the Bylaws and any rules and regulations promulgated thereunder, as they may be amended from time to time, are assumed, accepted and ratified by such Townhome Owner, tenant or occupant, and all of such provisions shall be deemed and taken to be covenants running with the land and shall bind any person having at any time any interest or estate in such Townhome, as though such provisions were recited and stipulated at length in each and every deed, conveyance or lease thereof.

The terms and conditions of this Declaration, the Bylaws and the rules and regulations promulgated thereunder may be incorporated by reference in, and become part of any agreement between any first mortgagee and any Townhome Owner who enters into such agreement with a first mortgagee. When so incorporated, any default, in the terms and conditions of this Declaration, the Bylaws or the said rules and regulations may be considered as a default by the first mortgagee, whereupon said first mortgagee, after exercising its option to declare a default, shall then have all of the rights and privileges arising as a result of a default under its agreement with said Townhome Owner.

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

23. Condemnation. In the event of a taking in condemnation or by eminent domain of a part of the Common Elements, the award made for such taking shall be payable to the Board for and on behalf of the Association. If a majority of the Board in its sole and absolute discretion approve the repair and restoration of such Common Elements, the Board shall arrange for the repair and restoration of such Common Elements, the Board shall disburse the proceeds of such award to the contractor(s) engaged in such repair and restoration in appropriate progress payments, In the event that the Board does not approve the repair and commence restoration of such Common Elements within one hundred twenty (120) days after taking by the public or private authority, the Board shall disburse the net proceeds of such award on the basis of each Townhome's percentage of Ownership in the Common Elements.

24. Rights Reserved. The Townhome Owners' rights of enjoyment in the Common Elements shall be subject to:

(a) The right of the Association, as provided in its Bylaws, to suspend the enjoyment rights of any member in utilities, ingress and egress, and all other rights in the Common Elements for any period during which any Assessment remains unpaid, and for such period as it considers appropriate for any infraction to its published rules and regulations; and

(b) The right of the Association to charge reasonable fees for the use of designated parts of the Common Elements; and

(c) The right of the Association to diminish in any way or to dedicate or transfer all or any part of the Common Elements to any public agency or authority for such purposes and subject to such conditions as may be agreed to by the members entitled to vote thereon, provided that no such diminution or dedication or transfer, nor any determination as to the purposes or conditions thereof: shall be effective unless Developer (or its successors or assigns) and members of the Association entitled to cast two-thirds of the total votes of all classes of members entitled to vote thereon have approved such dedication, transfer, purpose or condition; and

(d) In addition to the unilateral right to amend, the right of Developer, at its sole expense, and in its sole discretion, to relocate, expand, modify, reduce, enlarge or extend existing driveways, parking areas and yard and to construct, relocate, expand, modify, reduce, enlarge or extend sewers, utility lines or service connections in order to serve the existing Building; and

(e) The right of the Association to grant such licenses, permits, easements and rights-of-way to such utility companies or public agencies or authorities as it shall deem necessary for the proper servicing, maintenance and operation of the Common Elements and the individual Townhomes.

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

26. Gender and Number. The use of the masculine or neuter gender in this Declaration and in the Bylaws shall be deemed to include the masculine, feminine and neuter gender whenever the context so requires, and the use of the singular shall be deemed to include the plural whenever the context so requires, and vice versa

IN WITNESS WHEREOF, Developer has caused this Declaration to be executed this June 18th, 2018.

LUCCA PROPERTIES, LLC


By: Gino L. Marchetti
Its Member

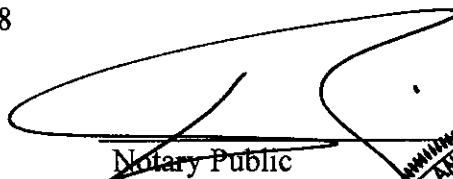
STATE OF TENNESSEE

COUNTY OF WILLIAMSON

Before me, the undersigned, a Notary Public within and for the State and County aforesaid, personally appeared Gino L. Marchetti with whom I am personally acquainted, and who upon oath acknowledged himself to be Member of the Lucca Properties, LLC, and being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of Lucca Properties, LLC by himself as Member.

Witness my hand and official seal at on this June 18th, 2018

Commission expires: 9-7-2021


Notary Public

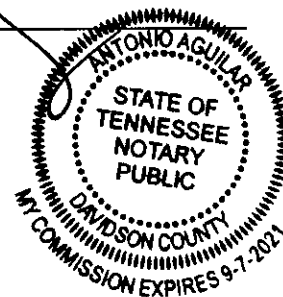


EXHIBIT "A"

Property located in the 12th Councilmanic district within the city limits of Lakewood, Davidson County, Tennessee, being parcels 5, 6, 7, 8, 9 and 140 and part of an abandoned right-of-way of Lakeshore Drive as shown on County Property map 53-B and being more particularly discribed as follows:

Begining at a point on the westerly right-of-way of 22nd Street, said point being located south 40 degrees 14 minutes 47 seconds west 39.82 feet from the intersection of the westerly right-of-way of 22nd Street and the northerly right-of-way of Lakeshore Drive; thence, with said 22nd Street South 40 degrees 14 minutes 47 seconds West 350.00 feet to a point at the intersection of said 22nd Street and the Northerly right-of-way of Dabbs Avenue; thence, with Dabbs Avenue North 49 Degrees 45 minutes 48 seconds West 152.05 Feet to a point on the Easterly Boundary of the U.S. Army Corps of Engineers Property: thence, leaving said Darbs Avenue and following the Easterly boundary of said Corps of Engineers property North 40 Degrees, 15 Minutes, 31 Seconds East 344.69 Feet to a point, said point being the Southeast Corner of the Property conveyed to Old Hickory Marina, Inc. as of record in Deed Book 9524, Page 697, R.O.D.C., TN; Thence, following the Easterly Boundary of said Marina North 40 Degrees 22 minutes 33 Seconds East 25.11 Feet to a point, thence, Leaving said Marina property South 49 Degrees 45 Minutes 47 Seconds East 97.27 Feet to a point thence, South 40 Degrees 14 Minutes 13 Seconds West 59.61 feet to a Point; thence South 49 Degrees 45 Minutes 47 Seconds East 54.64 to the point of beginning

Being the same property conveyed to Lucca Properties, LLC by Tennessee Warranty Deed from Lake Shore Management, L.L.C. recorded on December 17, 2003, of record in Instrument No. 20031217-0180168, Register's Office for Davidson County, Tennessee

EXHIBIT "B"
BYLAWS

OF
The Villas at Blue Turtle Bay Townhome Association

ARTICLE I
Members

Section 1. Eligibility. The members of The Villas at Blue Turtle Bay Townhome Association, a Tennessee corporation (the "Association"), existing in accordance with the provisions of Tennessee Code Annotated Section 66-27-401, shall consist of the Unit Owners within The Villas at Blue Turtle Bay development (the "Property"). The Declaration which created the Townhome development (the "Declaration") is recorded simultaneously herewith in the Register's Office for Davidson County, Tennessee. These and other terms are used in these Bylaws as they are defined in the Declaration. The words "member" or "members" as used in these Bylaws mean and shall refer to "Unit Owner" as defined in the Declaration. If a Unit Owner is a land title holding trust under the terms of which all powers of management, operation and control of the Unit remains vested in the trust beneficiary, then the member shall be the beneficiary of such trust.

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

Section 3. Meetings. The members may convene a meeting of Unit Owners to transact business of the Association as and when mutually agreed by the members of the Association.

ARTICLE II
Board of Directors

Section 1. Number. Election and Term of Office. The Board of Directors of the Association (sometimes referred to herein as the "Board") shall consist of two (2) persons hereinafter referred to as "Directors"). One Director shall be elected or appointed by each Unit Owner.

Section 2. Qualification. Each Director shall be a Unit Owner or the spouse of a Unit Owner (or, as if a Unit owner is a trustee of a trust, a Director may be a beneficiary of such trust, and if n Unit Owner or such a beneficiary is a corporation or partnership, a Director maybe an officer, partner or employee of such Unit Owner or beneficiary). If a Director shall cease to meet such qualifications during his term, such Director shall cease to be a Director and his or her place on the Board shall be deemed vacant.

Section 3. Vacancies. Any vacancy occurring in the Board shall be filled by vote or appointment by the Unit Owner represented by the vacant post. Any Director so elected to fill a vacancy shall hold office so long as (a) the Director remains qualified to be a Director, and
(b) no new or replacement Director is appointed or elected by the Unit Owner to represent that Unit.

Section 4. Meetings. The Board may convene a meeting of the Directors to transact business of the Board as and when mutually agreed by the members of the Board.

Section 5. Indemnification. With respect to claims or liabilities arising out of service as a Director of the Association, the Association shall indemnify and advance expenses to each present and future Director (and his or her estate, heirs, and personal representatives) to the fullest extent allowed by the laws of the State of Tennessee, both as now in effect and as hereafter adopted or amended.

Section 6. Immunity. To the fullest extent allowed by the laws of the State of Tennessee, both as now in effect and as hereafter adopted or amended, each present and future Director (and his or her estate, heirs, and personal representatives) shall be immune from suit arising from the conduct of the affairs of the Association.

Section 7. Compensation. Directors shall receive no compensation for their services as Directors, unless expressly provided for in resolutions duly adopted by the Unit Owners.

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

- a. to elect and remove the officers of the Association as hereinafter provided;
- b. to administer the affairs of the Association and the Property;
- c. To exercise all other powers and duties of a board of administration as referred to in the Horizontal Property Act of the State of Tennessee and all powers and duties of the Board of Directors referred to in the Declaration or these Bylaws.

Section 9. Non-Delegation. Nothing in this Article or elsewhere in these Bylaws shall be considered to grant to the Board, the Association or to the officers of the Association any powers or duties which, by law, have been delegated to the Unit Owners. The Board shall not delegate any powers or authority to any party or parties other than the Unit Owners.

ARTICLE III Officers

Section 1. Designation. At each meeting, the Directors shall elect the following officers of the Association by a majority vote:

- a. A President, who shall be a Director and who shall preside over the meetings of the Board and of the Unit Owners, and who shall be the chief executive officer of the Association;
- b. a Secretary, who shall keep the minutes of all meetings of the Board and of the Unit Owners, and who shall, in general, perform all the duties incident to the office of Secretary.

Section 2. Powers. The respective officers shall have the general powers usually vested in such officers.

Section 3. Term of Office. Each officer shall hold office until the earlier of (a) the date that such

officer loses his or her status as a Unit Owner, or (b) the next meeting of the Board.

Section 4. Vacancies. Vacancies in any office shall be filled by the Board by a majority vote of the Directors.

Section 5. Execution Authority. Either of the President or Secretary may prepare, execute, certify, and record (a) any agreements which the Association may desire to enter into or (b) any amendments to the Declaration on behalf of the Association.

Section 6. Compensation. The officers shall receive no compensation for their services as officers, unless expressly provided for in resolution duly adopted by the Unit Owners.

Section 7. Removal. The Board of Directors may remove any officer at any time with or without cause.

Section 8. Indemnification. With respect to claims or liabilities arising out of service as an officer of the Association, the Association shall indemnify and advance expenses to each present and future officer (and his or her estate, heirs and personal representatives) to the fullest extent allowed by the laws of the State of Tennessee, both as now in effect and as hereafter adopted or amended.

Section 9. Non-Delegation. Nothing in this Article or elsewhere in these Bylaws shall be considered to grant to the officers of the Association any powers or duties which, by law, have been delegated to the Unit Owners. The officers shall not delegate any powers or authority to any party or parties other than the Unit Owners.

ARTICLE IV Amendments

These Bylaws may be amended or modified from time to time by action or approval of all of the Unit Owners casting one (1) vote for each Unit owned. Such amendment(s) shall not be operative until they are recorded in the office of the Register of Deeds for Davidson County, Tennessee.

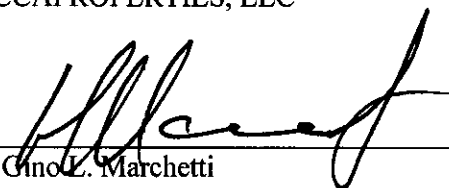
ARTICLE V Conflicts

These Bylaws are set forth to comply with the requirements of T.C.A Section 66-27-406, as it may be amended from time to time, and to allow the Bylaws to control in specific situations where such law allows. In case any of the Bylaws conflict with the provisions of said statute or of this Declaration, the provisions of said statute or of the Declaration, as the case may be, shall control.

The undersigned hereby certifies that the foregoing Bylaws were duly adopted as the Bylaws of The Villas at Blue Turtle Bay.

Dated this June 18TH, 2018

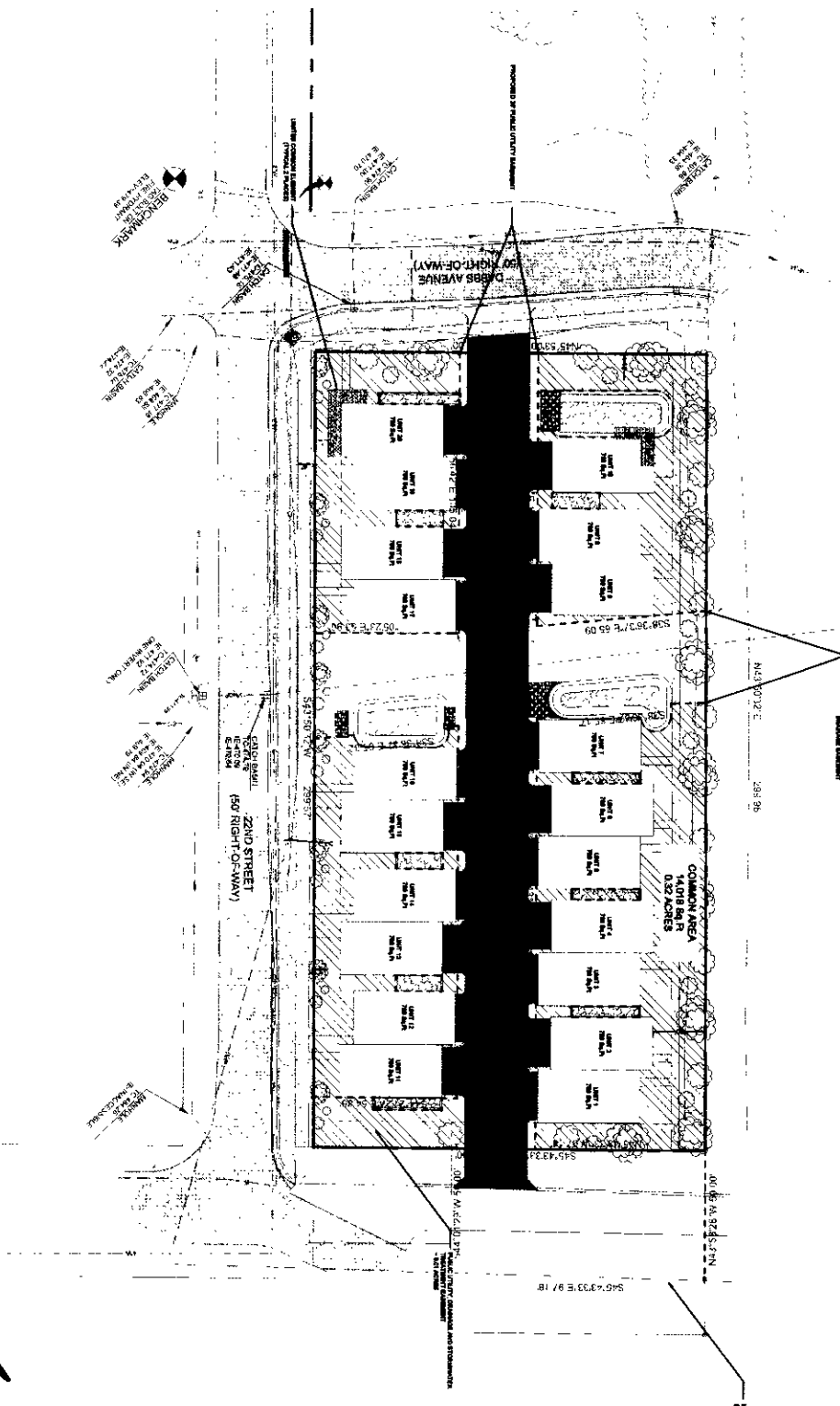
LUCCAPROPERTIES, LLC


By Gino L. Marchetti

LEGEND:

- PRIVATE BOUNDARY
- COMMON AREA
- EASEMENT
- UTILITY COMMON BOUNDARY

THIS EXHIBIT SHOULD NOT BE REPRESENTED TO BE A GENERAL PROPERTY SURVEY AS DEFINED UNDER RULE 86B-3-47, T.R.A. LIMITED TO THE SURVEYED PROPERTY. THE SURVEY SHOULD NOT BE RELIED UPON FOR THE CONSTRUCTION OF A FENCE OR FOR ESTABLISHING THE EXACT LOCATION OF PROPERTY LINES, AND CONGRESS SHALL BE RESPONSIBLE FOR ANY CONGRESS INSPECTION.



TENNESSEEB11
 KNOW WHAT'S BELOW
 CALL BEFORE YOU DIG

FIELD IDENTIFICATION NUMBERS

CONCRETE FOUNDATION
 CONCRETE FOUNDATION
 CONCRETE FOUNDATION
 CONCRETE FOUNDATION
 CONCRETE FOUNDATION
 CONCRETE FOUNDATION

BENCHMARK

TAI BOLT ON FIRE HYDRANT
 ELEVATION
 100.00

THE VILLAS AT BLUE TURTLE BAY

1/2" = 1' SCALE

DATE: 08/21/2018

PROJECT: 18-001

CLIENT: STONE + HOWORTH

DESIGNER: STONE + HOWORTH

DATE: 08/21/2018

EX.1

EXHIBIT "D"

Ownership Interest

Units	Percentage
1	5%
2	5%
3	5%
4	5%
5	5%
6	5%
7	5%
8	5%
9	5%
10	5%
11	5%
12	5%
13	5%
14	5%
15	5%
16	5%
17	5%
18	5%
19	5%
20	5%

EXHIBIT "E"

The Villas at Blue Turtle Bay Townhomes Association

A Horizontal Property Regime With Private Elements

Attorney's Certificate

This document is intended to serve as the attorney's opinion is required under the terms of the TCA Section 66-27-103. The undersigned, J. Trent Lehman, an attorney licensed to practice law in the State of Tennessee, hereby declares that the General Contractor for construction of the improvements known as Brindley Construction, LLC, a licensed contractor in the State of Tennessee. All improvements are 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 development under the terms of the Tennessee Horizontal property Act, TCA Section 66-27-101 et. Seq. have been met:

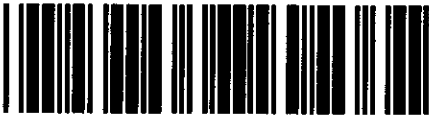
- 1) Declaration of Covenants, Conditions and Restrictions for The Villas at Blue Turtle Bay Townhomes Association;
- 2) By-Laws of The Villas at Blue Turtle Bay Townhomes Association, Inc.;
- 3) Plat of The Villas at Blue Turtle Bay Townhomes Association identifying the Common and Private Elements for each Unit;
- 4) The Charter of The Villas at Blue Turtle Bay Townhomes Association as shown on Exhibit F

WITNESS my hand this June 18, 2018



J. Trent Lehman

Exhibit "F"



000971064

CHARTER NONPROFIT CORPORATION

SS-4418



Tre Hargett
Secretary of State

Division of Business Services
Department of State
State of Tennessee
312 Rosa L. Parks AVE, 6th FL
Nashville, TN 37243-1102
(615) 741-2286

Filing Fee: \$100.00

For Office Use Only
-FILED-
Control # 000971064

The undersigned, acting as Incorporator(s) of a nonprofit corporation under the provisions of the Tennessee Nonprofit Corporation Act, adopt the following Articles of Incorporation.

1. The name of the corporation is: Villas at Blue Turtle Bay Townhome Association

2. Name Consent: (Written Consent for Use of Indistinguishable Name)

This entity name already exists in Tennessee and has received name consent from the existing entity.

3. This company has the additional designation of: None

4. The name and complete address of its initial registered agent and office located in the State of Tennessee is:

Villas at Blue Turtle Bay Townhome Association
MICHAEL MARCHETTI
STE B
112 30TH AVE N
NASHVILLE, TN 37203-1308
DAVIDSON COUNTY

5. Fiscal Year Close Month: December **Period of Duration:** Perpetual

6. If the document is not to be effective upon filing by the Secretary of State, the delayed effective date and time is:
(none) (Not to exceed 90 days)

7. The corporation is not for profit.

8. Please complete all of the following sentences by checking one of the two boxes in each sentence:

This corporation is a public benefit corporation / mutual benefit corporation.
This corporation is a religious corporation / not a religious corporation.
This corporation will have members / not have members.

9. The complete address of its principal office is:

MICHAEL MARCHETTI
STE B
112 30TH AVE N
NASHVILLE, TN 37203-1308
DAVIDSON COUNTY

(Note: Pursuant to T.C.A. §10-7-503 all information on this form is public record.)

B0566-4299 06/26/2018 10:03 AM Received by Tennessee Secretary of State Tre Hargett



B0566-4300 06/26/2018 10:03 AM Received by Tennessee Secretary of State Tre Hargett

**CHARTER
NONPROFIT CORPORATION**

SS-4418



Tre Hargett
Secretary of State

**Division of Business Services
Department of State
State of Tennessee**
312 Rosa L. Parks AVE, 6th FL
Nashville, TN 37243-1102
(615) 741-2286

Filing Fee: \$100.00

For Office Use Only
-FILED-
Control # 000971064

The name of the corporation is: Villas at Blue Turtle Bay Townhome Association

10. The complete mailing address of the entity (if different from the principal office) is:

MICHAEL MARCHETTI
STE B
112 30TH AVE N
NASHVILLE, TN 37203-1308

11. List the name and complete address of each incorporator:

Title	Name	Business Address	City, State, Zip
Incorporator	Trent Lehman	1646 WESTGATE CIR STE 102	BRENTWOOD, TN 37027

12. School Organization: (required if the additional designation of "School Organization - Exempt" is entered in section 3.)

- I certify that pursuant to T.C.A. §49-2-611, this nonprofit corporation is exempt from the \$100 filing fee required by T.C.A. §48-51-303(a)(1).
- This nonprofit corporation is a "school support organization" as defined in T.C.A. §49-2-603(4)(A).
- This nonprofit corporation is an educational institution as defined in T.C.A. §48-101-502(b).

13. Insert here the provisions regarding the distribution of assets upon dissolution:

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

14. Other Provisions:

(Note: Pursuant to T.C.A. §10-7-503 all information on this form is public record.)

Electronic Signature	Incorporator
Trent Lehman	Title/Signer's Capacity
Printed Name	Date
	Jun 26, 2018 10:03AM

Karen Johnson Davidson County
Batch# 450242 DEEDMAST
08/05/2020 09:16:20 AM 15 pgs
Fees: \$77.00 Taxes: \$0.00

This instrument prepared by:
J. Quinton Horner – Attorney
PO Box 90509
Nashville, TN 37209
(615) 708-0555



20200805-0086574

**FIRST AMENDMENT TO DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS FOR
THE VILLAS AT BLUE TURTLE BAY TOWNHOME ASSOCIATION**

This first amendment to Declaration of Covenants, Conditions and Restrictions for The Villas at Blue Turtle Bay Townhome Association is effective the 4 day of AUGUST 2020 having been adopted by the Developer, The Villas at Blue Turtle Bay, LLC, in accordance with Paragraph 18 of the Declaration of Covenants, Conditions, and Restrictions for The Villas at Blue Turtle Bay Townhome Association (hereinafter the “Declaration”) dated June 18, 2018 and recorded in the Register’s Office for Davidson County, Tennessee, on June 27, 2018 in Instrument No. 20180627-0062027.

WITNESSETH:

WHEREAS, the Declaration originally named Lucca Properties, LLC as the Developer however all rights, powers, and interest held by Lucca Properties, LLC as the Developer were assigned to The Villas at Blue Turtle Bay, LLC via an assignment document dated JULY 30, 2020 and recorded in the Register’s Office for Davidson County, Tennessee, in Instrument No. 20200731-0084618;

WHEREAS, at the time of this amendment the Developer remains the Owner of all Units and thus has the power to unilaterally amend the Declaration in accordance with Paragraph 18;

NOW, therefore, the above-referenced Declaration is amended as follows:

- 1. Paragraph 1 is amended by adding subsection (x) which states:
 - 1. (x) “Developer Control Period” means the period commencing on the date set forth above, and expiring on the date which is the earlier of:
 - i. One hundred twenty (120) days after the date by which ninety-five (95%) of the Units have been conveyed to Owners other than the initial Developer or a successor Developer;
 - ii. Five (5) years after the first conveyance of a Unit to a purchaser other than the initial Developer or a successor Developer; or

- iii. The surrender in writing by Developer of the authority to appoint and remove officers and directors of the Association.

2. Paragraph 24 is amended by replacing said paragraph in its entirety with the following:

24. Rights Reserved.

(a) Developer's Rights Reserved. The Developer reserves the following rights in the Property:

- i. The right to establish, relocate, expand, modify, reduce, enlarge or extend existing driveways, parking areas and yard and to establish, construct, relocate, expand, modify, reduce, enlarge or extend sewers, utility lines or service connections in order to serve any building on the Property; and
- ii. The right to amend the Plat and this Declaration in order to add, delete or alter the boundaries between Units and thereby alter the Ownership Percentage allocated to such Units; and
- iii. The right to reassign Common Elements as Limited Common Elements to serve a single Unit or one or more adjoining Units as an inseparable appurtenance thereto; and
- iv. The right to add any real estate to the Property and to create or additional Units or Common Elements or Limited Common Elements; and
- v. The right to appoint and remove all officers and directors of the Board until the expiration of the Developer Control Period; and
- vi. The right during the Developer Control Period to amend this Declaration to comply with the requirements of the Act, the Federal National Mortgage Association, the Federal Housing Authority, the Federal Home Loan Mortgage Corporation, the Veteran's Administration or other mortgage lending programs that can afford financing for the purchase of Units.

(b) Association's Rights Reserved. The Unit Owners' rights of enjoyment in the Common Elements shall be subject to:

- i. The right of the Association, as provided in its Bylaws,

to suspend the enjoyment rights of any member in utilities, ingress and egress, and all other rights in the Common Elements for any period during which any Assessment remains unpaid, and for such period as it considers appropriate for any infraction to the Rules and Regulations; and

- ii. The right of the Association to charge reasonable fees for the use of designated parts of the Common Elements; and
- iii. The right of the Association to diminish in any way or to dedicate or transfer all or any part of the Common Elements to any public agency or authority for such purposes and subject to such conditions as may be agreed to by the members entitled to vote thereon, provided that no such diminution or dedication or transfer, nor any determination as to the purposes or conditions thereof, shall be effective unless Developer (or its successors or assigns) and at least eighty percent (80%) of the total votes of the Association entitled to vote thereon have approved such dedication, transfer, purpose or condition; providing, however, that such consent shall not be required for the dedication of utility or service easements; and
- iv. The right of the Association, by a decision of the Board, to grant such licenses, permits, easements and rights-of-way to such utility companies or public agencies or authorities as it shall deem necessary for the proper servicing, maintenance and operation of the Common Elements and the individual Units.

3. Exhibit "B", Bylaws of The Villas at Blue Turtle Bay Townhome Association, is amended by replacing the Exhibit in its entirety with the amended Exhibit B attached to this hereto.

Except as specifically amended hereinabove, all other provisions and Exhibits of the Declaration remain in full force and effect.

[Signature on Next Page]

IN WITNESS WHEREOF, this Amendment is approved by written consent of the Developer as of the date set forth above, as evidenced by their signature below.

THE VILLAS AT BLUE TURTLE BAY, LLC

[Handwritten Signature]

Signature

CO-OWNER

Title

STATE OF Tennessee

COUNTY OF Davidson

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, Michael Marchetti, to me known (or proved to me on the basis of satisfactory evidence) and who, upon oath, acknowledged themselves to be an officer of The Village at Blue Turtle Bay, LLC, the within named bargainer, a limited liability company, and that they, as such, being authorized so to do, executed the foregoing instrument for the purpose therein contained.

Witness my hand and official seal, this the 4th day of August, 2020.

[Handwritten Signature]
Notary Public

My Commission Expires: 5/7/2024

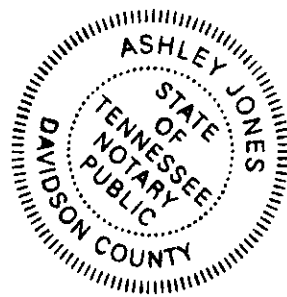


EXHIBIT "B"

- Amended -

BYLAWS
OF
THE VILLAS AT BLUE TURTLE BAY TOWNHOME ASSOCIATION, INC.

ARTICLE I
OFFICE

Section 1. Principal Office. The principal office of the Association shall be maintained at 112 30th Ave. N., Ste B, Nashville, Tennessee 37203, or at such other locations as the Board of Directors may designate.

Section 2. Place of Meetings. All meetings of the Association shall be held within Ten (10) miles of the Property as agreed to by the Board of Directors.

ARTICLE II
ASSOCIATION OF UNIT OWNERS

Section 1. Annual Meeting. The annual meeting of the Association (except for the First Meeting, as hereinafter defined) shall be held at the time and place specified in the notice of such meeting, but such place shall be within ten (10) miles of the Property. The annual meeting of the Unit Owners shall be held on the first Tuesday of each March unless agreed to otherwise by the Board. The first annual meeting of the Association (the "First Meeting") will be called by Developer at such time as, in its discretion, it deems best, but in no event shall such meeting take place later than the expiration of the Developer Control Period.

Section 2. Special Meetings. Special meetings may be held at any time upon the call of the President. Upon receipt of such call, the Secretary shall send out notices of the meeting to all members of the Association.

Section 3. Notice of Meetings. A written or printed notice of every meeting of the Association, stating whether it is an annual meeting or special meeting, the authority for the call of the meeting, the place, day and hour thereof and the purpose therefore, shall be given by the Secretary or the person or persons calling the meeting at least ten (10) days before the date set for such meeting. Such notice shall be given to each member in any of the following ways:

- (a) by any manner permitted under the Declaration, or
- (b) by leaving the same with him personally, or
- (c) by leaving the same at the residence or usual place of business of such member, or

- (d) by mailing it, postage prepaid, addressed to such member at his address as it appears on the records of the Association, or
- (e) by sending it via electronic mail (email) to any email address listed for the Unit Owner on the records of the Association.

If notice is given pursuant to the provisions of this section, the failure of any member to receive actual notice of the meeting shall in no way invalidate the meeting or any proceedings at such meeting. Upon written request for notices, mailed by certified mail, addressed to the Secretary of the Association at the address of the Association, the holder of any duly recorded first mortgage or deed of trust against any Unit may obtain a copy of any and all notices permitted or required to be given, and any such mortgagee requesting such notice shall thereafter receive all notices sent to the members from and after receipt of said request until said request is withdrawn or said mortgage is discharged of Record.

Section 4. Waiver of Notice. The presence of all the members, in person or by proxy, at any meeting shall render the same a valid meeting, unless any member shall, at the opening of such meeting, object to the holding of the same for noncompliance with the provisions of Section 3 of this Article II. Any meeting so held without objection shall, notwithstanding the fact that no notice thereof was given, or that the notice given was improper, be valid for all purposes, and at such meeting any general business may be transacted and any action may be taken; provided, however, that where a member has pledged his vote by mortgage, deed of trust or agreement of sale and the Association has been notified of the same, in writing, only the presence of the pledgee will be counted in determining whether notice is waived with regard to business dealing with such matters upon which the member's vote is so pledged.

Section 5. Quorum; Voting. At any meeting of the Association, a simple majority of the Unit Owners, present or by proxy, shall constitute a quorum, and, except as otherwise provided herein, in the Declaration, the concurring vote of a Majority of the Unit Owners shall be valid and binding upon the Association. In the event a member has pledged his vote by mortgage, deed of trust or agreement of sale, the member's vote will be recognized in computing a quorum with respect to any business conducted concerning such matters upon which said member's vote is so pledged or mortgaged unless the mortgage, deed of trust or agreement of sale provides otherwise and the Association is notified thereof, in writing, in which event such instruments shall control. In the event of such mortgage or pledge, the Unit Owner shall provide the Association with a copy of the pledging or mortgaging instrument.

Section 6. Membership; Voting. Any person or combination thereof owning any Unit duly recorded in his name, the ownership of which shall be determined by the records of the Register's Office for Davidson County, Tennessee, shall be a member of the Association, and either in person or by proxy entitled to a vote equivalent to one vote for each Unit so owned at all meetings of the Association. Any provision to the contrary notwithstanding, co-owners or joint owners shall be deemed one Unit Owner and one member. The authority given by a member to another person to represent such member at meetings of the Association shall be in writing, signed by such member (or if a Unit is jointly owned then by co-owners or joint owners, by all such co-owners or joint owners; or if such member is a corporation, by the proper officers thereof), and shall be filed with the Secretary, and unless limited by its terms, such authority shall be deemed good until revoked in a writing filed with the Secretary. An executor,

administrator, guardian or trustee may vote in person or by proxy at any meeting of the Association with respect to any Unit owned or held by him in such capacity, whether or not the same shall have been transferred to his name by a duly recorded conveyance. In case such Unit shall not have so been transferred to his name, he shall satisfy the Secretary that he is the executor, administrator, guardian or trustee holding such Unit in such capacity. Whenever any such Unit is owned by two or more persons jointly according to the Record, the vote therefore may be exercised by any one of the owners present in the absence of protest by the other or others; PROVIDED, HOWEVER, that when the vote of an owner or owners has been pledged by mortgage or deed of trust of Record and the Association has been notified thereof, in writing, only the vote of the pledgee will be recognized upon those matters upon which the owner's or owners' vote is so pledged except as otherwise provided in Section 5.

Section 7. Adjournment. Any meeting of the Association may be adjourned from time to time to such place and time as may be determined by majority vote of the members present, whether a quorum be present or not, without notice other than the announcement at the meeting. At any adjourned meeting at which a quorum is present, any business may be transacted that might have been transacted by a quorum at the meeting originally called.

ARTICLE III BOARD OF DIRECTORS

Section 1. Number and Qualification. The affairs of the Association shall be governed by a board of directors (the "Board of Directors" or the "Board") composed of three (3) persons, and all such directors shall be Unit Owners (or owners of an interest in a Unit); provided, until such time as the First Meeting occurs, the members of the Board shall be appointed by the Developer and shall not be required to be Unit Owners. Those candidates for election as Director receiving the greatest number of votes cast either in person or by proxy at the meeting shall be elected.

Section 2. Powers and Duties. The Board of Directors shall have all of the powers and duties granted thereto in the Declaration and all other powers and duties necessary for the administration of the affairs of the Association, and may do all such acts and things as are not by law, by the Declaration or by these Bylaws directed to be exercised and done by the Unit Owners.

Section 3. Other Powers and Duties. In addition to duties imposed by the Declaration, these Bylaws or by resolutions of the Association, the Board of Directors shall have the following powers and duties:

- (a) to administer the affairs of the Association and the Property;
- (b) to engage the services of a Manager to maintain, repair, replace, administer and operate the Property or any part thereof for all of the Unit Owners, upon such terms and for such compensation and with such authority as the Board may approve; provided, however, that any

management agreement relating to the Property shall be terminable for cause upon ninety (90) days' notice and shall have a term of not less than one (1) year nor more than three (3) years, which term shall be renewable upon approval of the Board of Directors;

- (c) to formulate policies for the administration, management and operation of the Property and the Common Elements, as defined in the Declaration, thereof;
- (d) to adopt rules and regulations, with written notice to all Unit Owners, governing the administration, management, operation and use of the Property and the Common Elements, and to amend such rules and regulations from time to time;
- (e) to provide for the surveillance, maintenance, repair and replacement of the Common Elements;
- (f) to provide for the designation, hiring and removal of employees and other personnel, including accountants and attorneys, and to engage or contract for the services of others, and to make purchases for the maintenance, repair, replacement, administration, management and operation of the Property and the Common Elements, and to delegate any such powers to the Manager (and any such employees or other personnel who may be the employees of a Manager);
- (g) to appoint committees of the Board and to delegate to such committees the Board's authority to carry out certain duties of the Board as provided in the Declaration and these Bylaws;
- (h) to determine the fiscal year of the Association and to change said fiscal year from time to time as the Board deems advisable;
- (i) to estimate the amount of the annual budget, and to provide the manner of assessing and collecting from the Unit Owners their respective shares of such estimated expenses, as hereinafter provided;
- (j) unless otherwise provided herein or in the Declaration, to comply with the instructions of a majority of the Unit Owners as expressed in a resolution duly adopted at any annual or special meeting of the Association;
- (k) to secure insurance policies as required by the Declaration and these Bylaws, and in this regard, annually to review the amounts of coverage afforded by such policies;
- (l) to be responsible for and maintain all sidewalks, utilities, and any other services of a public nature that are classified as Common Elements in the Declaration; and

- (m) to exercise all other powers and duties of the board of administration or Unit Owners as a group that are provided in the Act, and all powers and duties of a board of managers or a board of directors referred to in the Declaration or these Bylaws.

Section 4. Manager; Employees Generally. The Manager shall perform such duties and services as the Board of Directors shall authorize, including, but not limited to, the duties listed in Section 3 of this Article. The duties conferred upon the Manager by the Board of Directors may be at any moment revoked, modified or amplified by the vote of the Association in a duly constituted meeting. The Board of Directors and/or the Manager (with the approval of the Board of Directors) may employ any other employee or agents to perform such duties at such salaries as the Board of Directors may establish. The Board of Directors may enter into such service contracts on behalf of the Association as are necessary and appropriate and shall have authority, but not the obligation, to assume, on behalf of the Association, any initial service contracts entered into by Developer that comply with the requirements and limitations imposed herein.

Section 5. Election and Term of Office. Beginning at the First Meeting, the directors of the Association shall be elected based on the number of Persons receiving the highest number of Votes for as many candidates as there are Directors being elected at a meeting of the Owners at which a quorum is present. Cumulative Voting is not permitted.. The terms of office for the first board of directors (the "First Board") shall be fixed wherein one (1) director shall serve for three (3) years, one (1) director shall serve for two (2) years and one (1) director shall serve for one (1) year. At the expiration of the initial term of office of each respective director, his successor shall be elected by all those entitled to vote to serve a term of one (1) year. The directors shall hold office until their successors have been elected and hold their first meeting.

Section 8. Compensation. No compensation shall be paid to directors for their services as directors. A director may not be an employee of the Association.

Section 9. Organizational Meeting. The first meeting of the newly elected Board of Directors shall be held within one (1) month of election at such place as shall be fixed by the directors at the meeting at which such directors were elected, and no notice shall be necessary to the newly elected directors in order legally to constitute such meeting, providing the whole board is present.

Section 10. Regular Meetings. Regular meetings of the Board of Directors may be held at such time and place as shall be determined, from time to time, by not less than two (2) of the directors. Notice of regular meetings of the Board of Directors shall be given to each director, personally, by mail, addressed to his residence, or by electronic mail (email), at least ten (10) days prior to the day named for such meeting. n

Section 11. Special Meetings. Special meetings of the Board of Directors may be called by the President on ten (10) days' notice to each director, given personally or by mail, addressed to his residence, or by electronic mail (email), which notice shall state the time, place (as hereinabove provided) and purpose of the meeting.

Section 12. Waiver of Notice. Before or at any meeting of the Board of Directors, any

director may, in writing, waive notice of such meeting and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a director at any meeting of the Board shall be a waiver of notice by him of the time and place thereof. If all the directors are present at any meeting of the board, no notice shall be required and any business may be transacted at such meeting.

Section 13. Board of Directors' Quorum. At all meetings of the Board, the presence of a majority of the Directors shall be necessary and sufficient to constitute a quorum for the transaction of business. The act of a majority of the Directors present at any such meeting at which there is a quorum shall be the act of the Board. If a quorum shall not be present at any meeting of the Directors, the Directors present may adjourn the meeting by announcement at the meeting without notice until a quorum shall be present.

Section 14. Bonds of Officers and Employees. The Board of Directors may, at its sole discretion, require that all officers and employees (including without limitation any management agent) of the corporation handling or responsible for corporate funds shall be covered by blanket fidelity bonds naming the Association as obligee, which bonds shall be in the amount equal to one hundred fifty percent (150%) of the estimated annual operating expenses of the Project. Each such bond shall contain an agreement to notify the Board, the holder of a first mortgage or deed of trust on a Unit and every other person in interest who shall have requested such notice at least thirty (30) days' prior notice of any cancellation or material alteration of such bond. The premiums on such bonds shall be paid by the Association as a common expense of the Association.

ARTICLE IV

OFFICERS

Section 1. Designation. The principal officers of the Association shall be a President and a Secretary, all of whom shall be elected by the Board of Directors. Michael Marchetti shall act as President of the Association until the President has been named by the Board of Directors. The directors may appoint a vice president, treasurer, assistant treasurer, assistant secretary, and such other officers as in their judgment may be necessary. An officer may serve in more than one capacity; provided, however, that there shall be no less than at least two (2) persons serving as officers; and further provided that no one person shall serve as both President and Secretary simultaneously.

Section 2. Election of Officers. The officers of the Association shall be elected annually by the Board of Directors at the organizational meeting of each new Board of Directors and shall hold office at the pleasure of the Board of Directors.

Section 3. President. The President shall be the chief executive officer of the Association. He shall preside at all meetings of the Association and of the Board of Directors. He shall have all of the general powers and duties that are usually vested in the office of president of an association, including but not limited to the power to appoint committees from among the Unit Owners from time to time as he may in his discretion decide is appropriate to assist in the

conduct of the affairs of the Association.

Section 4. Secretary. The Secretary shall attend and keep the minutes of all meetings of the Board of Directors or of the Association; shall give all notices as provided by these Bylaws, and shall have other powers and duties as may be incidental to the office of Secretary, given him by these Bylaws or assigned to him from time to time by the Board of Directors. If the Secretary shall not be present at any meeting, the presiding officer shall appoint a secretary pro tempore who shall keep the minutes of such meeting and record them in the books provided for that purpose.

ARTICLE V

OBLIGATIONS OF THE UNIT OWNERS

Section 1. Expenses and Assessments. Every Unit Owner shall contribute, pro rata on the basis of his Ownership Percentage as set forth in the Declaration, toward the expenses of administration of the Property and the Association, including but not limited to all types of insurance and the costs of operation, maintenance, repair and replacement of the Common Elements. The Association shall fix a monthly charge for each Unit in an amount sufficient to provide for its pro rata share of all such current expenses on the basis of such Unit Owner's Ownership Percentage, reasonable reserves for future expenses of administration, reasonable reserves for the expenses of utilities, periodic maintenance, repair and replacement associated with the Common Elements and such other expenses as the Association may deem proper, subject to adjustment from time to time as the Association may deem necessary. Such monthly charge shall be due and payable in advance on the first day of every month, shall bear interest at the rate of twelve percent (12%) per annum from the date due until paid, and such charges, together with interest as aforesaid and reasonable attorney's fees of the Association (all as provided in the Declaration) shall be a lien on the Unit, assessed prior in right to all other charges whatsoever except assessments, liens and charges in favor of the State of Tennessee and Davidson County for taxes past due and unpaid on such Unit, and amounts and liabilities secured by first mortgage instruments duly Recorded.

Section 2. Supplemental Budget. In the event that, during the course of any year, it shall appear to the Board that the monthly assessments, determined in accordance with the estimated annual budget for such year, are insufficient or inadequate to cover the estimated common expenses for the remainder of such year, then the Board shall prepare and approve a supplement budget covering the estimated deficiency for the remainder of such year, copies of which supplemental budget shall be furnished to each Unit Owner, and thereupon a supplement assessment shall be made to each Unit Owner for his pro rata share based on his Ownership Percentage of such supplemental budget.

Section 3. Special Assessments. The Board shall have the right to levy a special assessment ("Special Assessment") upon the occurrence of a casualty (including, but not limited to, drought, flood, casualty losses, natural disasters, vandalism, etc.) as necessary and in the amount necessary to repair or replace any portions of the Property installed or maintained by the Association to the extent that the other funds are not available for such repairs or replacement, unless a decision is made not to restore the such damage as provided in Declaration. In addition,

the Unit Owners, by at least one hundred percent (100%) affirmative vote of the total Unit Owners entitled to vote, may levy a Special Assessment from time to time or at any time. Any Special Assessment levied hereunder shall be payable within thirty (30) days from the date of the Assessment, or such later date as may be specified by the resolution or consent of the Unit Owners approving such Special Assessment, subject to the terms set forth in Section 9(c) of the Declaration.

Section 4. Working Capital and Transfer Fees. A working capital fund shall be maintained by the Association. Each Unit's share of the working capital fund, being \$300.00 per Unit, must be collected and transferred to the Association at the time of the closing of the sale of each Unit and maintained in an account for the use and benefit of the Association. The purpose of the working capital fund is to provide the Association with cash to meet unforeseen expenditures, and/or to acquire additional equipment or services deemed necessary or advisable by the Board, and disbursements from such fund shall be made as directed by the Board. Amounts paid into the working capital fund shall in no event be considered advance payment(s) of monthly assessments. Upon the transfer of ownership of any Unit, the seller and buyer of said Unit must promptly notify the Association of the name and mailing address of the new owner; a reasonable transfer fee may be charged if such fee is approved by the Board.

Section 5. Rules and Regulations. In order to assure the peaceful and orderly use and enjoyment of the Project and Common Elements of the Property, the Board of Directors may from time to time adopt, modify and revoke, in whole or in part, the Rules and Regulations for the Property, governing the conduct of persons in said Property as it may deem necessary. The Rules and Regulations, upon adoption, and every amendment, modification and revocation thereof, shall be delivered promptly to each Unit Owner and shall be binding upon all members and occupants of the Property. The Board may not adopt Rules and Regulations that conflict with or are in contravention of the Declaration or these Bylaws.

Section 6. Deeds of Trust and Mortgages. Any holder of a deed of trust or mortgage with respect to a Unit may file a copy of such instrument with the Board of Directors through the Secretary, who shall be required to notify such holder or mortgagee of:

- (a) Any condemnation loss or any casualty loss that affects a material portion of the Property or the Unit covered by such mortgage or deed of trust;
- (b) Any delinquency in the payment of expenses or charges owed relating to the Unit that is covered by such mortgage or deed of trust that remains uncured for sixty (60) days, and that the holder or mortgagee may, at its option, pay such delinquent expenses;
- (c) Any lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Association;
- (d) Any proposed action that would require the consent of a specified percentage of deed of trust or mortgage lien holders.

Section 7. Insurance. The Board on behalf of the Association and its common expense

shall at all times keep the Common Elements insured against loss or damage by fire with extended coverage in an insurance company authorized to do business in the State of Tennessee in accordance with the Declaration.

ARTICLE VI

EXECUTION OF INSTRUMENTS

Section 1. Instruments Generally. All checks, drafts, notes, bonds, acceptances, contracts and all other instruments except conveyances shall be signed by such person(s) as shall be designated by resolution of the Board applicable thereto.

ARTICLE VII

LIABILITY OF OFFICERS, DIRECTORS, AND MEMBERS

Section 1. Exculpation. No director or officer of the Association shall be liable for acts or defaults of any other officer or member or for any loss sustained by the Association or any member thereof, unless the same has resulted from his own willful misconduct or negligence.

Section 2. Indemnification. The Association shall indemnify and hold harmless each of its directors and officers, each member of any committee appointed pursuant to these Bylaws, the Board and/or Developer against all contractual and other liabilities to others arising out of contracts made by or other acts of such directors, Board, officers, committee members or Developer, on behalf of the Unit Owners, or arising out of their status as directors, officers, committee members or Developer, unless any such contract or act shall have been made fraudulently or with gross negligence or criminal intent. It is intended that the foregoing indemnification shall include indemnification against all costs and expenses (including, but not limited to, counsel fees, amounts of judgments paid and amounts paid in settlement) reasonably incurred in connection with the defense of any claim, action, suit or proceeding, whether civil, criminal, administrative or other, in which any such director, officer, Board, committee member or Developer may be involved by virtue of such person(s) being or having been such director, officer, committee member or Developer; provided, however, that such indemnity shall not be operative with respect to (a) any matter as to which such person shall have been finally adjudged in such action, suit or proceeding to be liable for gross negligence or fraud in the performance of his duties as such director, officer, committee member or Developer, or (b) any matter settled or compromised, unless, in the opinion of independent counsel selected by or in a manner determined by the Board, there is not reasonable ground for such person(s) being adjudged liable for gross negligence or fraud in the performance of his or their duties as such director, officer, committee member or Developer.

Section 3. Success on Merits. To the extent that the Developer or a member of the Board of Directors or an officer of the Association or a member of any committee appointed pursuant to the Bylaws of the Association has been successful on the merits or otherwise in defense of any action, suit or proceeding referred to in Section 2 of this Article VII, or in defense of any claim,

issue or matter therein, he shall be indemnified against expenses (including attorney's fees) actually and reasonably incurred by him in connection therewith.

Section 4. Advance Payment. Expenses incurred in defending a civil or criminal action, suit or proceeding may be paid by the Association in advance of the final disposition of such action, suit or proceeding as authorized by the Board of Directors in the specific case upon receipt of an undertaking by or on behalf of the person or entity seeking such indemnification or payment in advance to repay such amount unless it ultimately shall be determined that he is entitled to be indemnified by the Association as authorized in this Article VII.

Section 5. Miscellaneous. The Association and the Board shall have the power to raise and the responsibility for raising, by special assessment or otherwise, any sums required to discharge the Association's obligations under this Article; provided, however, that the liability of any Unit Owner arising out of any contract made by or other acts of the directors, Board, officers, members of such committees or Developer, or out of the aforesaid indemnity in favor of the directors, Board, officers, members of such committees or Developer, shall be limited to such proportion of the total liability hereunder as said Unit Owner's percentage of interest in the Common Elements bears to the total percentage interest of all of the Unit Owners in the Common Elements. Every agreement made by the directors, Board, officers, members of such committees, Developer or the Manager on behalf of the Unit Owners shall provide that the directors, Board, officers, members of such committees, Developer or the Manager, as the case may be, are acting only as agents for the Unit Owners and shall have no personal liability thereunder (except as Unit Owners), and that each Unit Owner's liability thereunder shall be limited to such proportion of the total liability thereunder as his percentage of interest in the Common Elements bears to the total percentage interest of all Unit Owners in the Common Elements.

ARTICLE VIII

AMENDMENT

Section 1. Amendment. Except as otherwise provided herein, the provisions of these By-Laws may be changed, modified, or amended upon the affirmative Vote of a Majority of Owners at a duly called meeting of the Association or the affirmative written consent of such Majority of Owners at which a quorum is present unless a higher percentage Vote is required elsewhere in this Declaration or applicable law. In the event of a tie Vote concerning any Amendment hereto, the President of the Association shall decide same. However, any such change, modification, or amendment that would change or delete any right, remedy, benefit, or privilege afforded to the Declarant under this Declaration shall require the verified written consent of the Declarant upon such instrument in order to be effective.

Section 2. Conflict. In the event of any conflict between the provisions of these Bylaws and the provisions of the Declaration, the Declaration shall govern and apply.

ARTICLE IX
MISCELLANEOUS

Section 1. Terminology. When used herein, the singular shall include the plural, and vice versa, and the masculine, feminine or neuter gender shall include all other genders, as the context requires.

ARTICLE X
DEFINITIONS

Section 1. Terms Defined in Declaration. Capitalized terms not defined herein shall have the meaning given them in that certain Declaration for The Villas at Blue Turtle Bay Townhome Association executed by Developer, to which these Bylaws are attached and of which these Bylaws are a part.

Karen Johnson Davidson County
Batch# 585059 DEEDMAST
03/05/2021 08:14:50 AM 4 pgs
Fees: \$22.00 Taxes: \$0.00



20210305-0028847

This instrument prepared by:
J. Quinton Horner – Attorney
PO Box 90509
Nashville, TN 37209
(615) 708-0555

**SECOND AMENDMENT TO DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS FOR
THE VILLAS AT BLUE TURTLE BAY TOWNHOME ASSOCIATION**

This Second Amendment (the “Amendment”) to Declaration of Covenants, Conditions and Restrictions for The Villas at Blue Turtle Bay Townhome Association (the “Declaration”) is effective the 28 day of February 2021 having been adopted by the Developer, The Villas at Blue Turtle Bay, LLC, in accordance with Paragraph 18 of the Declaration.

RECITALS:

1. The Declaration was first filed of record in Instrument No. 20180627-0062027, Register’s Office for Davidson County, Tennessee on June 27, 2018.
2. The First Amendment to the Declaration was filed of record in Instrument No. 20200805-0086574, Register’s Office for Davidson County, Tennessee on August 5, 2020.
3. Capitalized terms not defined herein shall have the meaning assigned to such terms in the Bylaws.
4. At the time of this Amendment the Developer remains the Owner of all Units and thus has the power to unilaterally amend the Declaration in accordance with Paragraph 18;

NOW, therefore, the above-referenced Declaration is amended as follows:

1. Paragraph 24 is amended by replacing said paragraph in its entirety with the following:

11. Insurance. The Board may obtain insurance for the Property and the Common Elements against loss or damage by fire, vandalism, malicious mischief and such other hazards as are covered under standard extended coverage provisions, for the full insurable replacement cost of the Property and the Common Elements, and against such other hazards and for such amounts as the Board may deem advisable. Without limitation, the Board may obtain insurance covering the Units and Private Elements, including the structure, exterior walls and roofs. Unit Owners should provide a copy of the master policy to their agents to ensure appropriate coverage. Insurable replacement cost shall be deemed the cost of restoring the Property and the Common Elements, or any part thereof, to substantially the same condition in which they existed prior to damage or

destruction. Such insurance coverage shall be written in the name of, and the proceeds thereof shall be payable to, the Board, as the Trustee for the Unit Owner in proportion to the Unit Owner's respective percentages of ownership in the Property and the Common Elements, as set forth in this Declaration, and for the holders of mortgages on the Units, if any. The policy of insurance should also contain, if possible, a waiver of subrogation rights by the insurer against the Unit Owners. The premiums for such insurance shall be a common expense; however, premiums for such insurance shall be separately billed equally to Unit Owners.

In the event of damage to or destruction of any of the Property or any Common Elements as a result of fire or other casualty covered by insurance proceeds (unless more than two-thirds (2/3) of all buildings require reconstruction), the Board shall, in its sole and absolute discretion, determine and without intervention of any Unit Owner arrange for the prompt repair and restoration of the damaged portions of the Property and all Common Elements substantially in accordance with the original plans and specification therefor. Where the insurance indemnity is insufficient to cover the cost of such repairs and restoration, the deficit shall be paid by all Unit Owners with each Unit Owner to bear an equal proportion thereof. Notwithstanding the above, unless the Board does carry hazard insurance covering the damage to the Property and Common Elements, the Board shall not be responsible for the repair, replacement or restoration of any Unit or Private Elements for which the responsibility or maintenance and repair is that of a Unit Owner, or for furniture, furnishings, fixtures, appliances, or equipment installed in the Unit by a Unit Owner or occupant.

The Board may also obtain comprehensive public liability insurance, in such amounts as it deems desirable, and workmen's compensation insurance and other liability insurance in such amounts as it deems desirable, insuring each Unit Owner, mortgagee of record, the Association, its officers, directors, and employees, Owner, and the Managing Agent, if any, from liability in connection with the Property. The premiums for such insurance shall be Common Expenses; however, premiums for such insurance shall be separately billed equally to each Unit Owner.

The Board may also obtain Fidelity Coverage covering officers, directors and employees who handle or are responsible for handling Association funds. Such bonds shall be in such amounts as the Board may determine, but in no event less than one hundred fifty percent (150%) of the monthly operating expenses of the Association and shall contain waivers of any defense based upon the exclusion of persons serving without compensation.

The Board may also obtain such other insurance as it deems desirable, in such amounts, from such sources and in such forms as it deems desirable, insuring the Property and each member of the Board and officer of the Association, and each member of any committee appointed pursuant to the By-Laws of the Association, from liability arising from

the fact that said person is or was a director or officer of the Association, or a member of such a committee.

In the event the Board does not maintain insurance, each Unit Owner shall be responsible for obtaining hazard insurance which includes liability coverage on his Unit, the contents of his Unit and Private Elements, and the Limited Common Elements serving his Unit, as well as additions and improvements thereto, and those parts of the Unit for which the responsibility of maintenance and repair is that of the Unit Owner, and for decorations, furnishings, and personal property therein, and personal property stored elsewhere on the property, if any. Each Unit Owner shall be required to list the Association as an additional insured on said Unit's hazard insurance policy.

Except as specifically amended hereinabove, all other provisions and Exhibits of the Declaration remain in full force and effect.

[Signature on Next Page]

IN WITNESS WHEREOF, this Amendment is approved by written consent of the Developer as of the date set forth above, as evidenced by their signature below.

THE VILLAS AT BLUE TURTLE BAY, LLC

[Handwritten Signature]
Signature

PRESIDENT
Title

STATE OF Tennessee
COUNTY OF Davidson

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, Michael Narchetti, to me known (or proved to me on the basis of satisfactory evidence) and who, upon oath, acknowledged themselves to be an officer of The Village at Blue Turtle Bay, LLC, the within named bargainor, a limited liability company, and that they, as such, being authorized so to do, executed the foregoing instrument for the purpose therein contained.

Witness my hand and official seal, this the 3rd day of March, 2021.

[Handwritten Signature]
Notary Public

My Commission Expires: 5/7/2024

