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THIS INSTRUMENT PREPARED BY:
Joshua D. Hankins, Esq.
HANKINS LAW
117 Saundersville Road, Suite 205
Hendersonville, Tennessee 37075
(615) 246-2544

Holly Hemmrich, Register
Sumner County Tennessee
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**DECLARATION OF COVENANTS, CONDITIONS
AND RESTRICTIONS FOR JACKSON VILLAGE TOWNHOMES
(A HORIZONTAL PROPERTY REGIME WITH PRIVATE ELEMENTS)**

THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR JACKSON VILLAGE TOWNHOMES (this "Declaration") is made as of the 10 day of January, 2024, by PBK PROPERTIES, LLC, a Tennessee limited liability company ("Declarant").

W I T N E S S E T H:

WHEREAS, Declarant is the owner of the fee simple title to those lands and premises located in Sumner County, Tennessee, described on the Exhibit A attached hereto and made a part hereof (the "Property");

WHEREAS, Declarant intends by this Declaration to create a horizontal property regime, with private elements, pursuant to the Act, and impose upon Jackson Village Townhomes (the "Development") mutually-beneficial restrictions under a general plan of improvement for the benefit of all Unit Owners within the Development;

WHEREAS, Declarant desires to provide a flexible and reasonable procedure for the overall development of the Development, and to establish a method for the administration, maintenance, preservation, use and enjoyment of such Development;

WHEREAS, Declarant hereby declares that all of the Property and any additional property as is hereafter subjected to this Declaration, including the infrastructure thereof and the common amenities attendant thereto, shall be held, sold and conveyed subject to the following easements, restrictions, covenants and conditions which are for the purpose of protecting the value and desirability of and which shall run with the real property subjected to this Declaration and which shall be binding on all parties having any right, title or interest in the Property or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each Owner thereof;

WHEREAS, Declarant has deemed it desirable, for the efficient preservation of the values and amenities in said community, to create an agency to which should be delegated and assigned the powers of maintaining and administering the community properties and facilities and administering and enforcing the covenants and restrictions and collecting and disbursing the Assessments and charges hereinafter created;

WHEREAS, Declarant has caused or will cause to be incorporated under the laws of the State of Tennessee, as a nonprofit corporation, Jackson Village Townhomes Owners Association, Inc., for the purpose of exercising the functions aforesaid; and

WHEREAS, a horizontal property regime for the Property was attempted, pursuant to that certain Declaration of Covenants, Conditions and Restrictions for Jackson Village Townhomes dated March 28, 2022, executed by KCG Homes, LLC, of record in Record Book 5932, page 410, in the Register's Office for Sumner County, Tennessee; however, Declarant, as the fee simple owner of the Property, desires to establish a horizontal property regime for the Property with this Declaration.

NOW, THEREFORE, pursuant to the Act, Declarant hereby declares that the Property is and shall be held, transferred, sold, conveyed and occupied subject to the covenants, conditions, restrictions, easements, charges and liens hereinafter set forth which are for the purpose of protecting the value and desirability of, and which shall run with the real property and be binding upon all parties having any right, title, or interest in the described properties or any part thereof, their heirs, successors or assigns, and shall inure to the benefit of each Owner thereof.

1. Definitions. Certain terms as used in this Declaration, and the Bylaws attached hereto and made a part hereof, shall be defined as follows, unless the context clearly indicates otherwise:

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

(b) "Area of Common Responsibility" shall mean and refer to the General Common Areas, together with those areas, if any, which by the terms of this Declaration or by contract become the responsibility of the Association. The office of any property manager employed by or contracting with the Association, if located on the Development, or any public rights-of-way within or adjacent to the Development, may be part of the Area of Common Responsibility.

(c) "Assessments" shall mean and refer to any Assessments levied upon the Units pursuant to the terms and provisions herein, including the Base Assessments and any Special Assessments.

(d) "Association" shall mean and refer to Jackson Village Townhomes Owners Association, Inc., a Tennessee nonprofit corporation, and its successors and assigns.

(e) "Base Assessment" shall mean and refer to Assessments levied against all Units in the Development to fund Common Expenses.

(f) "Board" or "Board of Directors" shall be the elected governing body of the Association according to the Charter and Bylaws.

(g) “Builder(s)” shall mean any Person holding fee simple title to a Unit for purposes of development and construction of a Unit and other improvements thereon to be sold to a third-party purchaser.

(h) “Bylaws” shall mean and refer to the Bylaws of the Association attached hereto as Exhibit C and incorporated herein by reference, as they may be amended from time-to-time.

(i) “Charter” shall mean and refer to the Charter of the Association as filed with the Tennessee Secretary of State.

(j) “Class B Control Period” shall mean and refer to the period of time during which Declarant, as the Class B Member, is entitled to appoint the members of the Board of Directors, as provided in Section 3(b)(ii).

(k) “Common Expenses” shall mean and include the actual and estimated expenses of operating the Association and maintaining the General Common Areas, including any reasonable reserve, all as may be found to be necessary and appropriate by the Board pursuant to this Declaration, the Bylaws and the Charter. The Common Expenses shall also include any assessments levied by the Additional Declaration.

(l) “Community-Wide Standard” shall mean the standard of conduct, maintenance or other activity generally prevailing throughout the Development. Such standard may be more specifically determined by the Board of Directors and the Architectural Review Committee.

(m) “Documents” shall mean and refer to this Declaration, any exhibits or supplements thereto, including the Bylaws and Charter of the Association, as well as the rules and regulations adopted by the Association, all of which as may be amended and/or supplemented from time to time.

(n) “General Common Area(s)” shall mean all real and personal property, including the Development, but excluding Units, Limited Common Elements and Private Elements, components thereof and easements appurtenant thereto, now or hereafter owned by the Association for common use and enjoyment of the Owners, including, but not limited to, all lawns, any and all streets, roads, bridges, parking areas, drainage facilities, swimming pool(s) or other common amenities and all related facilities, ponds, waterways, fences, structures, sidewalks, curbs, signs, lights, common utilities and other improvements and elements (other than the Units, Limited Common Elements and Private Elements) desirable or rationally of common use or necessary to the existence, upkeep and safety of the Development.

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

(p) “Member” shall mean and refer to a Person or entity entitled to membership in the Association as provided herein.

(q) “Mortgage” shall mean and refer to a first-lien mortgage, a deed of trust, a deed to secure debt or any other form of security deed encumbering one (1) or more Units.

(r) “Mortgagee” shall mean and refer to any Person that is a lender and that holds a bona-fide Mortgage encumbering a Unit, which has notified the Association, in writing, of its name and address, and that it holds a Mortgage with respect to a Unit(s).

(s) “Mortgagor” shall mean and refer to any Person who gives a Mortgage.

(t) “Owner” shall mean and refer to one (1) or more Persons or entities, including Declarant, who holds fee simple title to any Unit which is part of the Development, but excluding in all cases any party holding an interest merely as security for the performance of an obligation. If a Unit is sold under a recorded contract of sale and the contract specifically so provides, then the purchaser (rather than the fee owner) will be considered the Owner.

(u) “Person” means a natural person, a corporation, a partnership, a trustee, or other legal entity.

(v) “Plan” shall mean the site plans of the Property submitted to the provisions of the Act showing the number of each Unit and the exterior boundary of its Private Elements and other data necessary for identification, said plan being attached hereto as Exhibit B.

(w) “Private Elements” shall mean and include the lot area upon which the Unit is located. Exclusive ownership in fee simple and use of the Private Elements for each Unit is reserved to such Unit. The area of the Private Elements for each Unit is shown on the Plan. Units, as referenced on the Plan, shall be deemed to refer to the Private Elements.

(x) “Unit” shall mean a portion of the Property, as shown and designated in the Plan, for separate ownership and shall include the Private Elements and the residence and improvements now and hereafter located hereon. The Units are identified by an alphabetic letter or number (or combination thereof) on the Plan and may be held and conveyed by reference to such letter. Conveyance of a Unit shall automatically convey the undivided membership of each Unit Owner in the Association. Each Unit is assigned a letter as shown on the Plan. Any Unit may be jointly or commonly owned in any state recognized under applicable law. For purposes herein, the term “Unit” shall equate to the same meaning as the term “apartment” in the Horizontal Property Act.

(y) “Special Assessment” shall mean and refer to Assessments levied in accordance with Section 10(c) of this Declaration.

2. Property Rights.

(a) Every Owner shall have a right and easement of enjoyment in and to the General Common Area, subject to this Declaration and to any restrictions or limitations contained in any deed conveying such properly to the Association. Any Owner may delegate his or her right of enjoyment to the members of his or her family, tenants and social invitees, as applicable, subject to reasonable regulation by the Board and in accordance with procedures it may adopt. An Owner who leases his or her Unit shall be deemed to have delegated all such rights to the Owner's lessee.

(b) Declarant reserves the right to amend this Declaration unilaterally at any time, without prior notice and without the consent of any Person, for the purpose of removing certain portions of the Property within the Development then-owned by Declarant or its affiliates or the Association from the provisions of this Declaration to the extent originally included in error or as a result of any changes whatsoever in the plans for the Development desired to be effectuated by Declarant, provided such withdrawal is not unequivocally contrary to the overall, uniform scheme of development for the Development. To the extent that any property to be removed from the Development is owned by a Person other than Declarant, such Person's consent must be obtained to said removal, as evidenced by such Person's signature affixed to the Declaration amendment.

3. Membership and Voting Rights.

(a) Every Owner shall be deemed to have a membership in the Association. No Owner, whether one (1) or more Persons, shall have more than one (1) membership per Unit owned. In the event the Owner of a Unit is more than one (1) Person, votes and rights of use and enjoyment shall be as provided herein. The rights and privileges of membership may be exercised by a Member or the Member's spouse, subject to the provisions of this Declaration and the Bylaws. The membership rights of a Unit owned by a corporation, limited liability company or partnership shall be exercised by the individual designated by the Owner in a written instrument provided to the Secretary, subject to the provisions of this Declaration and the Bylaws. Notwithstanding the foregoing, Declarant may, at any time, assign, pledge, hypothecate or alienate its membership, but any transfer by Declarant of title to a Unit shall automatically transfer the membership in the Association appurtenant thereto, free and clear from such assignment

(b) Voting. The Association shall have two (2) classes of membership, Class A and Class B, as follows:

(i) Class A Members shall be all Owners with the exception of the Class B Members, if any. Class A Members shall be entitled to one (1) equal vote for each Unit in which they hold the interest required for membership under Section 3(a) hereof; there shall be only one (1) vote per Unit. In any situation in which more than one (1) Person holds the interest in a Unit required for membership, the vote for such Unit shall be exercised as those Persons determine among themselves and advise the Secretary of the Association in writing prior to any meeting. In the absence of such advice, the Unit's vote shall be suspended if more than one (1)

Person seeks to exercise it.

(ii.) Class B Member shall be Declarant and any successor of Declarant and who is designated as such in a recorded instrument executed by Declarant or its successor. The Class B Member shall originally be entitled to twenty (20) votes for each Unit owned. The rights of the Class B Member, including the right to approve actions taken under this Declaration and the Bylaws, are specified elsewhere in the Declaration and the Bylaws. The Class B Member shall be entitled to, in its sole discretion, appoint the members of the Board of Directors during the Class B Control Period, subject only to the Bylaws. The Class B Control Period shall terminate, and the Class B membership shall terminate and become converted to Class A membership upon the earlier occurrence of:

A. six (6) months following the date on which ninety-five percent (95%) of the Units with respect to all phases of the Development have been conveyed to Owners other than Declarant or Builders; or

B. fifteen (15) years after the date on which the first Unit has been conveyed to an Owner other than Declarant or Builders; or

C. when, in its discretion, the Class B Member so determines.

From the happening of this event, the Class B Member shall be deemed to be a Class A Member entitled to one (1) vote for each Unit in which it holds the interest required for membership under Section 3(a) hereof. At such time, Declarant shall call a meeting, as provided in the Bylaws for special meetings, to advise the membership of the termination of Class B status. Notwithstanding any provisions to the contrary contained in this Declaration or the Bylaws, during the Class B Control Period, any action, policy or program of the Association requiring approval by the vote of the Members of the Association shall not be taken or adopted until also approved in writing by the Class B Member.

4. Maintenance.

(a) Association's Responsibilities. The Association shall maintain and keep in good repair the General Common Areas, as further described in Section 9, with such maintenance to be funded as hereinafter provided, subject to any insurance then in effect. Maintenance may also include such portions of any additional property included within the Development as may be dictated by this Declaration, or by a contract or agreement for maintenance thereof by the Association. Except as otherwise specifically provided herein, all costs associated with the maintenance, repair and replacement of General Common Areas shall be a Common Expense to be allocated among all Units as part of the Base Assessment. The Association may maintain property which it does not own, including, without limitation, property dedicated to the public, if the Board of Directors determines that such maintenance is necessary or desirable to maintain the Community-Wide Standard. The Association shall not be liable for any damage, including personal injury or property damage, caused by or stemming from the Association's failure to maintain or

repair, or property maintain or repair, any item for which it has the maintenance and or repair obligation as set forth herein.

(b) Owner's Responsibilities. In accordance with this Declaration and except as otherwise provided in Section 9(b), all maintenance of the interior portions of the Unit, all structural components of the Unit, Limited Common Elements, Private Elements, entry doors, doorways and doorsteps, windows, window casings, glass, decks, balconies, patios, utility boxes, and other improvements not maintained by the Association, including, but not limited to, fencing, driveways, garages, garage doors, air conditioning units shall be the sole responsibility of the Owner thereof. If the Board determines that any Owner has failed or refused to properly maintain and keep in good repair and free of debris and rubbish, the Owner's Unit, and otherwise generally perform his or her maintenance responsibility, then the Association shall give the Owner written notice of the Owner's failure or refusal and of the Association's right to provide necessary maintenance, repair, or replacement at the Owner's cost and expense. Unless the Board determines that an emergency exists, the Owner shall have ten (10) days within which to complete maintenance or repair, or if the maintenance or repair is not capable of completion within such time period, to commence replacement or repair within ten (10) days and diligently pursue such maintenance or repair to completion. If the Board determines that: (i) an emergency exists, or (ii) that an Owner has not complied with the demand given by the Association as herein provided, then the Association may perform it and assess all costs incurred by the Association against the Unit and the Owner thereof, which assessment shall be a lien against said Unit and Owner, in accordance with Section 10(d). If, during the course of performing the maintenance of an Owner's Unit, the Association discovers that maintenance, repair or replacement is required of an item which is the Owner's responsibility, and such maintenance, repair or replacement must be performed for the Association to properly complete its maintenance project, then the Association may perform such work on behalf of the Owner and at Owner's expense without prior notice to the Owner. The Board may alternatively enforce this Section through monetary fines against the Owner or Unit and each day the maintenance, repair, or replacement is not completed shall constitute a separate violation for which fines may be assessed on a daily basis.

5. Insurance and Casualty Losses.

(a) Association Insurance. The Association's Board of Directors, or its duly-authorized agent, shall have the authority to and shall obtain blanket all-risk insurance, if reasonably available, for all insurable improvements on the General Common Area. If blanket all-risk coverage is not reasonably available, then at a minimum an insurance policy providing fire and extended coverage shall be obtained, including coverage for vandalism and malicious mischief. Insurance shall be in an amount sufficient to cover one hundred (100%) percent of the replacement cost of any repair or reconstruction of said improvements in the event of damage or destruction from any insured hazard. In addition to casualty insurance on the General Common Area, the Association shall, as a Common Expense, obtain and continue in effect adequate blanket all-risk casualty insurance, if reasonably available, and if not reasonably available, fire and extended coverage, in such

form as the Board of Directors deems appropriate for one hundred (100%) percent of the replacement cost of the Units, excluding the replacement of any fixtures, cabinets, appliances, flooring, improvements installed or supplied by the Owners, or their tenants, or personal property of the Owners, or their tenants, guests, and invitees located within said Units or upon the Units.

(i.) The Board shall also obtain a public liability policy covering the General Common Area, the Association and its Members for all damage or injury caused by the negligence of the Association or any of its Members or agents. The public liability policy shall have at least a One Million (\$1,000,000.00) Dollar single person limit as respects bodily injury and property damage, a Two Million (\$2,000,000.00) Dollar limit per occurrence, if reasonably available, and a Five Hundred Thousand (\$500,000.00) Dollar minimum property damage limit. Premiums for all insurance shall be Common Expenses of the Association and shall be included in the Base Assessment as more particularly described in Section 10(b). The policy may contain a reasonable deductible, and, in the case of casualty insurance, the amount thereof shall be added to the face amount of the policy in determining whether the insurance at least equals the full replacement cost. The deductible shall be a maintenance expense to be paid by the Person or Persons who would be liable for the loss or repair in the absence of insurance. If the loss affects more than one Unit, the cost of the deductible may be apportioned equitably by the Board among the parties suffering loss in proportion to each affected party's portion of the total cost of repair, or otherwise as the Board determines equitable. Notwithstanding this, if the insurance policy provides that the deductible will apply to each Unit separately or to each occurrence, each Owner shall be responsible for paying any deductible pertaining to his or her Unit. If any Owner fails to pay the deductible when required hereunder, then the Association may pay the deductible and assess the cost to the Owner. Notwithstanding anything to the contrary herein, in the event of an insured loss under the Association's policy for which the Association receives from the insurer payment for a loss sustained by an Owner who is delinquent in the payment of any assessment or charge owned to the Association, then the Association may retain and apply such proceeds to the delinquency. Any surplus remaining after application of the proceeds to any delinquency shall be paid by the Association to the affected Owner.

(ii.) All insurance coverage obtained by the Board of Directors shall be written in the name of the Association as trustee for the respective benefited parties, as further identified in (b) below. Such insurance shall be governed by the provisions hereinafter set forth:

A. All policies shall be written with a company licensed to do business in Tennessee which holds a Best's rating of A or better and is assigned a financial size category of XI or larger as established by A M. Best Company, Inc., if reasonably available, or, if not available, the most nearly equivalent rating.

B. All policies shall be for the benefit of the Association and its Members and their Mortgagees, as their interests may appear.

C. Exclusive authority to adjust losses under policies obtained by the Association on the Development shall be vested in the Board of Directors; provided, however, no Mortgagee having an interest in such losses may be prohibited from participating in the settlement negotiations, if any, related thereto.

D. In no event shall the insurance coverage obtained and maintained by the Board of Directors hereunder be brought into contribution with insurance purchased by individual Owners, occupants, or their Mortgagees, and the insurance carried by the Association shall be primary.

E. All casualty insurance policies shall have an inflation guard endorsement, if reasonably available, and an agreed amount endorsement with an annual review by one or more qualified persons, at least one of whom must be in the real estate industry and familiar with construction in the Sumner County, Tennessee area.

F. The Board of Directors shall be required to make every reasonable effort to secure insurance policies that will provide for the following:

(a) a waiver of subrogation by the insurer as to any claims against the Board of Directors, its manager, the Owners, and their respective tenants, servants, agents, and guests;

(b) a waiver by the insurer of its rights to repair and reconstruct, instead of paying cash;

(c) a statement that no policy may be cancelled, invalidated, suspended, or subject to nonrenewable on account of the actions of any one or more individual Owners;

(d) a statement that no policy may be cancelled, invalidated, suspended, or subject to nonrenewal on account of the conduct of any director, officer, or employee of the Association or its duly-authorized manager without prior demand in writing delivered to the Association to cure the defect and the allowance of a reasonable time thereafter within which the defect may be cured by the Association, its manager, any Owner, or Mortgagee;

(e) that any "other insurance" clause in any policy exclude individual Owners' policies from consideration; and

(f) that the Association will be given at least thirty (30) days' prior written notice of any cancellation, substantial modification, or non-renewal.

(iii) In addition to the other insurance required by this Section, the Board shall obtain, as a Common Expense, worker's compensation insurance, if and to the extent required by law, directors' and officers' liability coverage, if reasonably available, a fidelity bond or bonds on directors, officers, employees, and other Persons handling or responsible for the Association's funds, if reasonably available, and flood insurance, if required. The amount of fidelity coverage shall be determined in the directors' best business judgment but, if reasonably available, may not be less than three (3) months' Assessments on all Units, plus reserves on hand. Bonds shall contain a waiver of all defenses based upon the exclusion of persons serving without compensation and shall require at least thirty (30) days' prior written notice to the Association of any cancellation, substantial modification, or non-renewal.

(b) Owner's Insurance. Each Owner may, at such Owner's expense, obtain insurance coverage for loss of or damage to any Limited Common Elements, Private Elements, fixtures, cabinets, appliances, flooring, improvements installed or supplied by the Owners, or their tenants, or personal property of the Owners, or their tenants, guests, and invitees located within said Units or upon the Units, and each Owner shall carry liability insurance covering the Owner's Unit and Unit for all damage or injury, including bodily injury, death, and property damage, arising from any condition or occurrence on the Owner's Unit or in the Owner's Unit. The Board shall upon request make available for review by Owners a copy of the Association's insurance policies to allow Owners to assess their personal insurance needs. Each Builder shall, in addition to the other insurance requirements set forth herein, carry liability insurance with coverage limits reasonably satisfactory to Declarant and the Association for all damage or injury, including bodily injury, death and property damage, arising from the exercise of Builder's construction activities. Prior to exercising any rights granted pursuant to said Builder under this Declaration, each Builder shall deliver to Declarant and the Association a certificate of insurance (i) evidencing that the aforementioned insurance coverage has been obtained, and (ii) naming Declarant and the Association as additional insureds.

(c) Damage and Destruction. Immediately after damage or destruction by fire or other casualty to all or any part of the Development covered by insurance written in the name of the Association, the Board of Directors or its duly-authorized agent shall proceed with filing and adjusting all claims arising under such insurance and obtain reliable and detailed estimates of the cost of repair or reconstruction of the damaged or destroyed portions of the Development, with such costs to also include any professional fees and premiums for such bonds as the Board determines to be necessary. Repair or reconstruction, as used in this paragraph, means repairing or restoring the Development to substantially the same condition in which they existed prior to the fire or other casualty, allowing for any changes or improvements necessitated by changes in applicable building codes.

(i.) Any damage or destruction to the General Common Area shall be repaired or reconstructed unless the Members representing at least eighty (80%) percent of the total vote of the Association, shall decide within sixty (60) days after the casualty not to repair or reconstruct. If, for any reason, either the amount of the insurance proceeds to be paid as a result of such damage or destruction, or reliable and detailed estimates of the cost of repair or reconstruction, or both, are not made available to the Association within said period, then the period shall be extended until such information shall be made available: provided, however, such extension shall not exceed sixty (60) days. Any damage or destruction to the Units shall be promptly repaired or reconstructed unless the Members representing one hundred (100%) percent of the total vote of the Unit Owners within each building of connected damaged or destroyed Units, shall decide within sixty (60) days after the casualty not to repair or reconstruct. If, for any reason, either the amount of the insurance proceeds to be paid as a result of such damage or destruction, or reliable and detailed estimates of the cost of repair or reconstruction, or both, are not made available to the Association within said period, then the period shall be extended until such information shall be made available; provided, however, such extension shall not exceed sixty (60) days. In the event of substantial damage or destruction, each Mortgagee shall be entitled to written notice of the damage, and nothing in the documents provided shall be construed to afford a priority to any Owner with respect to the distribution of proceeds to any such Unit. No Mortgagee shall have the right to participate in the determination of whether the damage or destruction to General Common Area shall be repaired or reconstructed.

(ii.) In the event that it should be determined in the manner described above that the damage or destruction to any portion of the Development shall not be repaired or reconstructed and no alternative improvements are authorized, then and in that event the affected portion of the Development shall be restored to their natural state and maintained by the Association in a neat and attractive condition consistent with the Community-Wide Standard.

(iii.) If, after a fire or other casualty causing damage to the Units, the proceeds of the insurance are not sufficient to defray the estimated costs of reconstruction and repair, as determined by the Board, or if at any time during the reconstruction and repair or upon completion of reconstruction and repair the funds for the payment of the costs thereof are insufficient, the additional costs shall be assessed against the Owners of the Units damaged in proportion to the damage suffered. If there are surplus funds after repair and reconstruction is completed, such funds shall be common funds of the Association to be used as directed by the Board. Any such reconstruction or repair shall be substantially in accordance with the plans and specifications under which the Development was originally constructed, except where changes are necessary to comply with current applicable building codes or where improvements not in accordance with the original plans and specifications as approved by the Board. To the extent insurance proceeds are available, the Association may reconstruct or repair Owner improvements damaged

as a result of fire or other casualty.

(iv.) Encroachments upon or in favor of Units which may be created as a result of such reconstruction or repair shall not constitute a claim or basis for any proceeding or action by the Owner upon whose Unit such encroachment exists, provided that such reconstruction was substantially in accordance with the architectural plans under which the Development was originally constructed. Such encroachment shall be allowed to continue in existence for so long as the reconstructed structure shall stand.

(v.) Notwithstanding any provision in the Documents to the contrary, if the damage or destruction to the General Common Area is to be repaired or reconstructed, and such proceeds are not sufficient to defray the cost thereof, the Board of Directors shall, without the necessity of a vote of the Members, levy a special assessment against all Owners on the same basis as provided for Base Assessments. Additional Assessments may be made in like manner at any time during or following the completion of any repair or reconstruction.

(d) Disbursement of Proceeds. If the damage or destruction for which the proceeds of insurance policies are paid is to be repaired or reconstructed, the proceeds, or such portion thereof as may be required for such purpose, shall be disbursed in payment of such repairs or reconstruction as herein provided. Any proceeds remaining after defraying such costs of repair or reconstruction to the General Common Area shall be retained by and for the benefit of the Association and placed in a capital improvements account. In the event no repair or reconstruction is made to any portion of the General Common Area, any proceeds remaining, after making such settlement as is necessary with the Mortgagee, shall be retained by and for the benefit of the Association and placed in a capital improvements account. In the event no repair or reconstruction is made to any Unit or Unit, any proceeds remaining, after making such settlement as is necessary with the Mortgagee, shall be paid to the respective Owners.

(e) Construction Fund. The net proceeds of the insurance collected on account of a casualty and the funds collected by the Association from Assessments against Owners on account of such casualty shall constitute a construction fund which shall be disbursed in payment of the cost of reconstruction and repair as set forth in this Article to be disbursed by the Association in appropriate progress payments to such contractor(s), supplier(s), and personnel performing the work or supplying materials or services for the repair and reconstruction designated by the Board.

6. No Partition. Except as is permitted in the Declaration, there shall be no physical partition of the General Common Area or any part thereof, nor shall any Person acquiring any interest in the Development or any part thereof seek any judicial partition unless the Development have been removed from the provisions of this Declaration. This Section shall not be construed to prohibit the Board of Directors from acquiring and disposing of tangible personal property nor from acquiring title to real property which may or may not be subject to this Declaration.

7. Condemnation. Whenever all or any part of the General Common Area shall be taken (or conveyed in lieu of and under threat of condemnation by the Board acting on the written direction of Members representing at least two-thirds (2/3) of the total Association vote and Declarant, as long as Declarant owns any property subjected to and encumbered by this Declaration) by any authority having the power of condemnation or eminent domain, each Owner shall be entitled to notice thereof. The award made for such taking shall be payable to the Association as trustee for all Owners to be disbursed as follows:

(a) If the taking involves a portion of the General Common Area on which improvements have been constructed, then, unless within sixty (60) days after such taking Declarant, so long as Declarant owns any property in the Development or seventy-five (75%) percent of the total vote of the Association shall otherwise agree, the Association shall restore or replace such improvements so taken on the remaining land included in the General Common Area to the extent lands are available therefore, in accordance with plans approved by the Board of Directors of the Association. If such improvements are to be repaired or restored, the above provisions in Section 5 hereof regarding the disbursement of funds in respect to casualty damage or destruction which is to be repaired shall apply. If the taking does not involve any improvements on the General Common Area, or if there is a decision made not to repair or restore, or if there are net funds remaining after such restoration or replacement is completed, then such award or net funds shall be disbursed to the Association and used for such purposes as the Board of Directors of the Association shall determine.

8. Annexation.

(a) Without Approval of Class A Membership. As the owner thereof, or if not the owner, with the consent of the owner thereof, Declarant shall have the unilateral right, privilege and option, from time-to-time at any time until the date that is fifteen (15) years from the date on which the first Unit is conveyed to an Owner other than Declarant or Builders (the "Declarant Annexation Period"), subject to the provisions of this Declaration and the jurisdiction of the Association, to annex any other real property not included in the Property. Such annexation shall be accomplished by filing in the Register's Office of Sumner County, Tennessee, an amendment to this Declaration annexing such property. Such amendment shall not require the consent of Members. Any such annexation shall be effective upon the filing for record of such amendment unless otherwise provided therein. Declarant shall have the unilateral right to transfer to any other Person the said right, privilege and option to annex additional property which is herein reserved to Declarant, provided that such transfer is memorialized in a written, recorded instrument executed by Declarant.

(b) With Approval of Class A Membership. Subject to the consent of the owner thereof, the Association, after the expiration of the Declarant Annexation Period, may annex real property not included in the Property to the provisions of this Declaration and the jurisdiction of the Association. Such annexation shall require (i) the affirmative vote

of Members representing a majority of the Class A votes of the Association present at a meeting duly-called for such purpose, and (it) the affirmative vote of Declarant, so long as Declarant owns property subject to this Declaration or which may become subject hereto in accordance with Section 8(a). Annexation shall be accomplished by filing of record in the Register's Office of Sumner County, Tennessee, an amendment to this Declaration describing the property being annexed. Any such amendment shall be signed by: (i) Declarant and/or by an officer of the Association, as applicable pursuant to Section 18(b), and (ii) by the owner of the property being annexed if such owner is not Declarant, and any such annexation shall be effective upon filing unless otherwise provided therein. The relevant provisions of the Bylaws dealing with regular or special meetings, as the case may be, shall apply to determine the time required for and the proper form of notice of any meeting called for the purpose of considering annexation of property pursuant to this Section 8(b) and to ascertain the presence of a quorum at such meeting.

(c) Acquisition of Additional General Common Area. Declarant may convey to the Association additional real estate, improved or unimproved, located within the Development which upon conveyance or dedication to the Association shall be accepted by the Association and thereafter shall be maintained by the Association at its expense for the benefit of all its Members.

(d) Amendment. This Section 8 shall not be amended without the prior written consent of Declarant during the Class B Control Period.

9. Rights and Obligations of the Association.

(a) General Common Area. The Association, subject to the rights of the Owners set forth in this Declaration, shall be responsible for the exclusive management and control of the General Common Area and all improvements thereon (including, without limitation, furnishings and equipment related thereto and common landscaped areas), and shall keep it in good, clean, attractive, and sanitary condition, order, and repair, pursuant to the terms and conditions hereof and consistent with the Community-Wide Standard.

(b) Additional Maintenance Obligations. In addition to the operation, maintenance, and management duties of the Association set forth in Section 9(a), the Association shall provide for the maintenance, care, repair and replacement of the following portions of the Units: the exterior landscaping (except such landscaping installed by, or on behalf of, the Unit Owner and such landscaping enclosed by a fence). The Association shall have the right however, to contract with the respective Unit Owner for the maintenance of such other areas and items as the Board may deem appropriate. The Association also shall maintain the exterior of each Unit as follows: painting, maintenance, and nonstructural repair of exterior building surfaces as the Board shall deem necessary and proper, including roofs, gutters, downspouts, exterior building surfaces, replacement of trim, caulking and other repairs to roof covers (to include the repair and replacement of all non-structural components of the roof of each Unit), and other miscellaneous repairs of a nonstructural nature. Such exterior maintenance shall not include glass surfaces (weather windows or sliding glass doors), HVAC equipment, storm doors, front or rear entry doors,

screens, patios or patio covers. The balance of the Units and other improvements located on the respective Units shall be maintained by the Owner of the particular Unit involved. Notwithstanding the foregoing, if the need for exterior maintenance and repair by the Association as required by this paragraph is caused by the willful or negligent conduct or act an Owner, his/her family, guest, invitees, or other Persons using or occupying his/her Unit with his/her express or implied permission, the cost of such repair or maintenance shall be assessed against such Owner and shall be due and payable thirty (30) days from the date of notice thereof, such Assessment to be collected and enforced as provided in Section 10. Such Assessment shall not require the approval of any of the Members; provided, however, that any Owner against which any such assessment is levied shall be entitled to notice, a hearing, and an opportunity to do the corrective work required, as provided by Section 10(c), prior to an Assessment being levied against such Owner in accordance with the provisions of this paragraph. For the sole purpose of performing the exterior maintenance upon each Unit required by this Section 9(b), the duly-authorized employees or agents of the Association shall have the right after reasonable notice to the Owner, to enter upon any Unit and into any Unit at reasonable hours of any day except Sunday. Notwithstanding any provision to the contrary in Section 9(a) above, the duly-authorized agents or employees of the Association shall have the right to enter in or upon any Unit or into any structure or located on a respective Unit, without notice to the Owner thereof, when, in the judgment of the Association, acting through its Board of Directors, such entrance is necessary to prevent damage to such Unit or surrounding Units or General Common Areas by fire, criminal act, natural disaster, or other similar emergency.

(c) Water and Other Utilities in General Common Areas Only. The Association shall be responsible for acquiring, providing, and/or paying for, water, sewer, garbage disposal, electrical, telephone, gas and other necessary utility services for the General Common Areas.

(d) Taxes and Assessments. The Association shall be responsible for paying all real and personal property taxes and assessments separately levied upon or assessed against the Association and/or of the property owned by the Association. Such taxes and assessments may be contested or compromised by the Association; provided that they are paid or a bond in an amount at least equal such taxes and assessments is posted prior to the sale or other disposition of any property to satisfy the payment of such taxes or assessments.

(e) Personal Property and Real Property for Common Use. The Association, through action of its Board of Directors, may acquire, hold, and dispose of tangible and intangible personal property and real property. The Board, acting on behalf of the Association, shall accept any real or personal property, leasehold, or other property interests within the Development conveyed to it by the Declarant.

(f) Enforcement. Enforcement of the standards as specified in this Declaration may be by any proceedings at law or in equity against any person or persons violating or attempting or threatening to violate a covenant or restriction, either to restrain a violation or to recover damages. In addition, the Association may establish monetary fines as well as suspend voting rights and usage of the General Common Areas for any violations of the

restrictions set forth in the Documents. Any failure by Declarant, the Association or Owner to enforce any restriction or provisions herein contained shall in no event be deemed a waiver of the rights to do so thereafter nor constitute an acquiescence in or an estoppel against enforcing any, actual or future, breaches or violations of these covenants and restrictions. In the event any cost or expenses including attorneys' fees, are incurred by Declarant or the Association in connection with the action to correct or abate any violation or breach of the provisions hereof, the violating Owner or occupant of a Unit located upon such Owner's Unit shall pay any such costs or expenses, and provided that reasonable notice to the Owner of the subject Unit(s) has been given, such cost and expenses shall be a lien against the Unit(s) of such Owner and such charges shall be subject to the provisions for lien rights and collection as specified in Section 9(g) below. No such cost or expenses shall be a lien when the nonexistence of a violation or breach hereof has been established by a court of competent jurisdiction. The court shall determine the method of handling a violation.

(g) Covenant and Creation of the Lien of Personal Obligation for Court Ordered Violation in Section 9(f). Declarant, for each Unit owned by it within the Development, hereby covenants and agrees, and each owner of any Unit by acceptance of a deed therefore whether or not it shall be so expressed in such deed as the conveyance shall be deemed to covenant and agree, to pay any court ordered violation cost and other costs or expenses incurred in Section 9(f) above, together with such interest thereon and cost of collection thereof, including attorneys' fees, as provided herein, and shall be a charge on the land and shall be a continuing lien upon the Unit(s) against which each such obligation is made. It shall also be the personal obligation of each Person who was an Owner of such property at the time of the violation.

(h) Rules and Regulations. The Association, through its Board of Directors, may make and enforce reasonable rules and regulations governing the use of the Development, which rules and regulations shall be consistent with the rights and duties established by this Declaration. Sanctions may include monetary fines, which if unpaid, shall constitute a lien on the such Owner's Unit subject to enforcement as provided under Section 10 hereunder, as well as suspension of the right to vote and the right to use the recreational facilities. The Board shall, in addition, have the power to seek relief in any court for violations or to abate nuisances. Such rules and regulations, as amended, shall be binding upon all Owners and occupants until and unless overruled, cancelled or modified in a regular or special meeting of the Association by the vote of Members representing a majority of the total Class A votes in the Association and with the consent of the Class B Member, so long as such membership shall exist. The Association, acting through the Board by contract or other agreement, shall have the right to enforce county ordinances or permit Sumner County, Tennessee, to enforce ordinances on the Development for the benefit of the Association and its Members.

(i) Implied Rights. The Association may exercise any other right or privilege given to it expressly by this Declaration or the Bylaws, and every other right or privilege reasonably to be implied from the existence of any right or privilege given to it herein or

reasonably necessary to effectuate any such right or privilege, including, but not limited to:

- (i.) imposing monetary fines and suspending use and voting privileges;
- (ii.) granting permits and licenses, utility easements and other easements, permits or licenses under, through or over the General Common Areas; and/or
- (iii.) sell, transfer or convey portions of the General Common Area, but only upon approval of two-thirds (2/3) of the total eligible votes of the Association.

10. Assessments.

(a) Creation. There are hereby created Assessments for Association expenses as may from time-to-time specifically be authorized by the Board of Directors to be commenced at the time and in the manner set forth in Section 10(f). There shall be two (2) types of Assessments: (i) Base Assessments to fund Common Expenses for the benefit of all Members of the Association; and (ii) Special Assessments as described in Section 10(c). Assessments shall be paid in such manner and on such dates as may be fixed by the Board of Directors which may include, without limitation, acceleration of the annual Base Assessment for delinquents, including Owners delinquent in the payment of fines imposed in accordance with Section 9(f). Unless the Board otherwise provides, the Base Assessment shall be paid in monthly installments. No Owner, except for Declarant during the Class B Control Period and a Builder during the Builder Exception Period as discussed in Section 10(j), may waive or otherwise exempt itself from liability for the Assessments provided for herein, including, by way of illustration and not limitation, by non-use of General Common Areas or abandonment of the Unit. The obligation to pay Assessments is a separate and independent covenant on the part of each Owner, and each Owner, by acceptance of his or her deed or recorded contract of sale, is deemed to covenant and agree to pay these Assessments. No diminution or abatement of Assessment or setoff shall be claimed or allowed by reason of any alleged failure of the Association or Board to take some action or perform some function required to be taken or performed by the Association or Board under this Declaration or the Bylaws, or for inconvenience or discomfort arising from the making of repairs or improvements which are the responsibility of the Association, or from any action taken to comply with any law, ordinance, or with any order or directive of any municipal or other governmental authority.

(b) Base Assessments: Computation. Base Assessments shall be levied equally on all Units, except as otherwise provided under Section 10(i) with respect to General Common Area and Section 10(j) with respect to Declarant and any Builders. It shall be the duty of the Board, at least sixty (60) days before the beginning of each fiscal year, to prepare a budget covering the estimated Common Expenses of the Association during the coming year. The budget may include a capital contribution establishing a reserve fund in accordance with a capital budget separately prepared. The Base Assessment to be levied for the coming year against each Unit subject to Assessment shall be computed by dividing

the budgeted Common Expenses by the total number of Units subject to Assessment as of sixty (60) days before the end of the current fiscal year. The Board shall cause a copy of the Common Expense budget and notice of the amount of Base Assessment to be levied against each Unit for the following year to be delivered to each Owner at least thirty (30) days prior to the beginning of the fiscal year. Such budget and Assessment shall become effective unless disapproved at a meeting of the members by the vote of Members representing at least a majority of the total Class A vote in the Association, and by the Class B Member, if such exists. There shall be no obligation to call a meeting for the purpose of considering the budget except on petition of the Members as provided for special meetings in the Bylaws. Notwithstanding the foregoing, however, in the event the proposed budget is disapproved or the Board fails for any reason so to determine the budget for any year, then and until such time as a budget shall have been determined as provided herein, the budget in effect for the immediately preceding year shall continue for the current year.

(c) Special Assessments. In addition to the other Assessments authorized in this Section 10, the Association may levy a Special Assessment from time-to-time; provided, however, that such assessment shall have the affirmative vote or written consent of the Class B Member, if such exists. Special Assessments shall be payable in such manner and at such times as determined by the Board, and may be payable in installments extending beyond the fiscal year in which the Special Assessment is approved, if the Board so determines. The Board may also levy a Special Assessment against any Member, without the necessity of a vote of the Members, to reimburse the Association for costs incurred in bringing a Member and his Unit into compliance with the provisions of the Declaration, any amendments thereto, the Charter, the Bylaws, and the Association rules, which Special Assessment may be levied upon the vote of the Board after notice to the Member and an opportunity for a hearing.

(d) Lien for Assessments: Power of Sale to Enforce Lien.

(i.) For and in consideration of the privileges, protections, mutual enjoyment and use of the General Common Areas, the assumption of the obligations of Owners set forth in this Declaration by grantees as required hereunder, the receipt of which is hereby acknowledged, and to secure the payment of Assessments, interest, late charges and attorneys' fees as provided herein (hereinafter collectively referred to as the "Secured Charges"), a lien is expressly retained in favor of the Association on each and every Owner's Unit and pro rata interest in the General Common Areas. For the purpose of better and more effectually securing the Secured Charges, rendering unnecessary court proceedings for the enforcement of said lien in the event of the proceedings for the enforcement of said lien in the event of the nonpayment of the Secured Charges, and for the consideration of One Dollar (\$1.00) paid in cash, receipt of which is acknowledged, the Owners, their respective heirs, successors, administrators, and assigns (hereinafter sometimes referred to, collectively, as "Trustors" and individually as "Trustor") hereby transfer and convey unto Nishant Meraiya, Trustee, of Sumner County, Tennessee, his successors and assigns, their respective Units with the

appurtenances, estates, titles and interests thereto belonging, upon the uses and trusts set forth in this Section 10(d).

(ii.) Each Trustor agrees (i) to pay the Secured Charges attributable to such Trustor's Unit when due, as provided in this Declaration; (ii) to pay, discharge, or remove, any and all liens (except a first mortgage or deed of trust) which may be hereafter placed against its Unit and which shall adversely affect the lien of this instrument or enforcement of the terms and provisions hereof; (iii) to comply with all of the terms and conditions of the Documents; and (iv) to pay upon demand of Trustee or the Association, all the costs and expenses, together with reasonable attorneys' fees, of any court appearance or other proceedings required by Trustee, his successors or the Association to enforce any provision of this Declaration and Bylaws or any rule and regulation of the Association.

(iii.) If any Trustor fails to do any of these things, then Trustee or the Association may do any or all of those things, and the amounts so paid shall bear interest at the highest rate allowed under applicable law in effect from time to time from the date of payment and shall become a part of the Secured Charges secured hereby. If the Secured Charges with respect to any Unit are not paid promptly when due, then the Trustee, or his successor in trust, is hereby authorized and empowered, upon giving twenty (20) days' notice by three (3) publications in any newspaper, daily or weekly, published in Sumner County, Tennessee, to sell said Unit at the front door of the Court House in said County to the highest bidder for cash, at public outcry, free from the equity of redemption, the statutory right of redemption, homestead, dower and all exemptions of every kind, all of which are hereby expressly waived; and the Trustee, or his successor in trust, is authorized and empowered to execute and deliver a deed to the purchaser. The Association may bid at any sale under this trust conveyance. The Association may, at any time after default in the payment of any of the Secured Charges, enter and take possession of the Unit, and shall only account for the net rents actually received by it. It is further agreed that, in the event the Association fails, before instructing Trustee to sell said Unit, as herein provided, to enter and take possession thereof, the purchaser shall be entitled to immediate possession thereof upon the delivery to him by the Trustee of a deed for said property. In case of sale hereunder, the proceeds shall be applied by the Trustee as follows:

A. First, to the payment of all costs, charges and expenses of executing this conveyance and enforcing the lien herein provided, including reasonable attorneys' fees and expenses incurred for instituting or defending any litigation which may arise on account of the execution of this conveyance, or the enforcement of said lien;

B. Second, to the payment of all taxes which are due but unpaid with respect to such Unit;

C. Third, to the payment of all unpaid Secured Charges with respect to such Unit;

D. Fourth, the residue, if any, will be paid to the Owner of such Unit, its order, representatives or assigns;

E. The Association, acting on behalf of the Owners, shall have the power to bid for the Unit at foreclosure sale and to acquire and hold, lease, mortgage, and convey the same. During the period in which a Unit is owned by the Association following foreclosure: (i) no right to vote shall be exercised on its behalf; (ii) no Assessment shall be assessed or levied on it; and (iii) each other Unit shall be charged, in addition to its usual Assessment, its equal pro rata share of the Assessment that would have been charged such Unit had it not been acquired by the Association as a result of foreclosure. Suit to recover a money judgment for unpaid common expenses and attorneys' fees shall be maintainable without foreclosing or waiving the lien securing the same.

(iv.) In the case of the death, absence, inability, or refusal to act of the Trustee at any time when action under the foregoing power and trusts may be required or for any other reason, the Association is hereby authorized and empowered to name and appoint a successor to the Trustee by an instrument in writing to be recorded in the Register's Office for Sumner County, Tennessee, and the title and rights herein conveyed to the above-named Trustee shall be vested in said successor.

(e) Capital Budget and Contribution. The Board of Directors may annually prepare a capital budget to take into account the number and nature of replaceable assets, the expected life of each asset, and the expected repair or replacement cost. The Board may set the required capital contribution, if any, in an amount sufficient to permit meeting the projected capital needs of the Association, as shown on the capital budget, with respect both to amount and timing by Assessments over the period of the budget. The capital contribution required, if any, shall be fixed by the Board and included within the Base Assessment and distributed with the budget and assessment, as provided in Section 10(b).

(f) Date of Commencement of Annual Assessments & Effect of Nonpayment of Assessments. Except as otherwise agreed to in writing by the Association, the Assessments provided for herein shall commence as to all Units upon conveyance of the first Unit to: (i) an Owner other than Declarant or its affiliates, or (ii) a Builder after the expiration of the Builder Exception Period (as defined below), whichever first occurs. Assessments shall be due and payable in a manner and on a schedule as the Board of Directors may provide. The first Assessments levied by the Association shall be adjudged according to the number of days remaining in the fiscal year at the time Assessments commence on the Unit. Notwithstanding the foregoing, there shall be no Assessments with respect to Units owned by Declarant or its affiliates during the Class B Control Period. All Assessments, together with interest at a rate not to exceed ten (10%) percent or the highest

rate allowed by Tennessee law as computed from the date the delinquency first occurs, costs, and reasonable attorneys' fees (including post-judgment attorneys' fees from a prior judgment, if any), shall be a charge on the Unit and shall be a continuing lien upon the Unit against which each assessment is made. Each such assessment, together with interest, costs, and reasonable attorneys' fees, shall also be the personal obligation of the Person who was the Owner of such Unit at the time the assessment arose, but his or her grantee shall not be jointly and severally liable for such portion thereof as may be due and payable at the time of conveyance unless the obligation is expressly assumed by them. No first Mortgagee who obtains title to a Unit pursuant to the remedies provided in the Mortgage shall be liable for unpaid Assessments which accrued prior to acquisition of title, unless otherwise provided under applicable laws. The Association shall, within a reasonable time upon written request, furnish to any Owner, Mortgagee or Person having executed a contract for the purchase of a Unit, or a lender considering a loan to be secured by a Unit a certificate in writing signed by an officer of the Association setting forth the amount of Assessments due and unpaid, including any late charges, interest, fines or other charges against a Unit, if any. Such certificate shall be conclusive evidence of payment to the Association of such assessment therein stated to have been paid. The Association may require the advance payment of a processing fee not to exceed Seventy-Five (\$75.00) Dollars for the issuance of such certificate.

(g) Subordination of the Lien to First Mortgages. The lien of Assessments, including interest, late charges (subject to the limitations of Tennessee law), and costs (including attorneys' fees) provided for herein, shall be subordinate to the lien of any first Mortgage upon any Unit. The sale or transfer of any Unit shall not affect the Assessment lien. However, the sale or transfer of any Unit pursuant to judicial or nonjudicial foreclosure of a first Mortgage, or by a deed in lieu of foreclosure, shall extinguish the lien of such Assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Unit from lien rights for any Assessments thereafter becoming due. Where the Mortgagee holding a first Mortgage of record or other purchaser of a Unit obtains title pursuant to remedies under the Mortgage, its successors and assigns shall not be liable for the share of the common expenses or Assessments by the Association chargeable to such Unit which became due prior to the acquisition of title to such Unit by such acquirer. Such unpaid share of common expenses or Assessments shall be deemed to be common expenses collectible from Owners of all the Units, including such acquirer, its successors and assigns.

(h) Capitalization of Association: Working Capital Fund. In conjunction with the acquisition of record title to a Unit by the purchaser thereof, other than Declarant, its affiliates, or a Builder, a one-time contribution shall be made by or on behalf of the purchaser at the closing of the purchase of the Unit to the working capital of the Association in an amount equal to: (i) three (3) months' Assessments with respect to said Unit, or (ii) \$350.00, whichever is greater. This amount shall be deposited into the purchase and sales escrow and disbursed therefrom to the Association for use to cover capital and operating expenses and other expenses incurred by the Association pursuant to the terms of this Declaration and the Bylaws. Moreover, when control of the Association is transferred from

Declarant to the Owners as provided in the Documents, said fund and the proceeds thereof shall be transferred to the Association to be used for the same aforementioned purposes.

(i) Exempt Property. Notwithstanding anything to the contrary herein, all General Common Area shall be exempt from payment of Assessments.

(j) Obligation of Declarant and Builders for Assessments. Until the expiration of the Class B Control Period, Declarant or its affiliates shall not be liable for the payment of Assessments on its unsold Units. However, until the expiration of the Class B Control Period, Declarant shall be obligated for the difference between the amount of Base Assessments levied on all Units subject to assessment and the amount of actual expenditures required to operate the Association during the fiscal year, and any such payments by Declarant shall be considered a subsidy to the Association (a "Subsidy"). Any Subsidy may be treated, in Declarant's discretion, as either (i) a voluntary contribution, (ii) a prepayment of Assessments due from Declarant for unsold Units owned after the expiration of the Class B Control Period, if any, or (iii) a loan from Declarant to the Association. A Subsidy may be evidenced by one or more promissory notes from the Association in favor of Declarant. In addition, no Assessments shall be levied on Units owned by a Builder until (i) completion of construction of a Unit thereon and issuance of a certificate of use and occupancy by the applicable local governmental authorities, or (ii) six (6) months after the issuance of a building permit by the applicable local governmental authorities to Builder for the construction of a Unit on the respective Unit, whichever first occurs (the "Builder Exception Period").

(k) Assessments Paid to Additional Association. A specified amount of the Base Assessment paid by each Unit to the Association shall be paid by the Association to the association discussed on the Additional Declaration to cover the assessments levied by such. The amount of assessments to be paid by the Association to the additional association shall be included on the annual budget.

11. Architectural Standards.

(a) No Owner, occupant of an Owner's Unit, or any other Person, other than Declarant or its affiliates, may: (i) make any exterior change, alteration, modification, or construction on a Unit; (ii) erect, place or post anything or object which may affect the appearance of a Unit; or (iii) change the grade or slope of a Unit without first obtaining the written approval of the Architectural Review Committee. The Board of Directors shall have the authority and standing, on behalf of the Association, to enforce in courts of competent jurisdiction decisions of the Architectural Review Committee established in Section 11(a). This Section 11 may not be amended without Declarant's written consent so long as Declarant or its affiliates own any land subject to this Declaration or subject to annexation to this Declaration. Declarant at the time of sale and/or the plat is recorded for each phase/section of the Development has the right to establish additional restrictions and/or design-standards with respect to improvements constructed upon the Units in that particular phase/section of the Development.

(b) Architectural Review Committee.

(i.) The Architectural Review Committee (the "ARC") shall have exclusive jurisdiction over all original construction on any portion of the Development as well as modifications, additions, or alterations made on or to existing Units, Limited Common Elements, Private Elements or structures and improvements thereon, as well as the General Common Areas. The ARC shall prepare and, on behalf of the Board of Directors, shall promulgate design and development guidelines and application and review procedures (the "Architectural Guidelines"). Copies shall be available from the ARC for review. The Architectural Guidelines shall be those of the Association, and the ARC shall have sole and full authority to prepare and to amend the Architectural Guidelines. It shall make said Architectural Guidelines available to Owners, Builders, and developers who seek to engage in development of or construction upon all or any portion of the Development and such Owners, Builders and developers shall conduct their operations strictly in accordance therewith. Until one hundred (100%) percent of the Units in the Development have been developed and conveyed to purchasers in the normal course of development and sale, Declarant retains the right to appoint all members of the ARC, which shall consist of at least three (3), but no more than five (5), persons. There shall be no surrender of this right prior to that time except in a written instrument in recordable form executed by Declarant. Upon the expiration of such right, the Board of Directors shall appoint the members of the ARC.

(ii.) In addition to the foregoing, plans and specifications showing the nature, kind, shape, color, size, materials, and location of any initial construction, modifications, additions, or alterations, for all improvements on the Units, including, but not limited to, any structure, building, fence, wall, driveway, path, or landscaping shall be submitted, prior to any construction, to the ARC for its written approval as to quality of workmanship and design and as to harmony of external design with existing structures, location in relation to surrounding structures, topography, and finish grade elevation. No permission or approval shall be required to repaint in accordance with an originally approved color scheme, or to rebuild in accordance with originally approved plans and specifications. Nothing contained herein shall be construed to limit the right of an Owner to remodel the interior of the residence located upon such Owner's Unit, or to paint the interior of such Owner's residence any color desired. In the event that the ARC fails to approve or to disapprove such plans or to request additional information reasonably required within sixty (60) days after submission, the plans shall be deemed approved, unless such construction, modification or improvement otherwise is in violation of the Declaration, the Bylaws, the Architectural Guidelines, the Association's rules and regulations, or applicable zoning ordinances. The ARC

shall be the sole arbiter of the application and may withhold approval for any reason whatsoever, including purely aesthetic considerations.

(iii.) The Association, acting through the Board shall be entitled to stop any construction or modification which is not in conformance with approved plans. In the event that the ARC disapproves any application or part thereof, an Owner shall have the right to appeal the ARC's decision to the Board of Directors, in writing by certified mail. Said notice of appeal must be received by the Board within fourteen (14) days from the date of the ARC'S notice to Owner of its decision, otherwise the decision of the ARC shall be final. The Board shall rule on the appeal with thirty (30) days of receiving written notice requesting an appeal from the Owner; and al) decisions of the Board shall be final. Neither the Board nor the ARC shall bear any responsibility for ensuring the design, quality, structural integrity or soundness of approved construction or modifications, nor for ensuring compliance with building codes, zoning regulations and other governmental requirements. Neither Declarant, the Association, the Board, the ARC or any member of any of the foregoing shall be held liable for any injury, damages or loss arising out of the manner, design, or quality of approved construction on or modifications to any Unit, nor may any action be brought against the Declarant, Association, the Board, the ARC, or any member thereof, for any such injury, damage or loss.

(c) No Waiver of Future Approvals. The approval of the ARC of any proposals or plans and specifications or drawings for any work done or proposed, or in connection with any other matter requiring the approval and consent of such Committee, shall not be deemed to constitute a waiver of any right to withhold approval or consent as to any similar proposals, plans and specifications, drawings, or matters whatever subsequently or additionally submitted for approval or consent.

(d) Variance. The ARC may authorize variances from compliance with any of the provisions of its guidelines and procedures when circumstances such as topography, natural obstructions, hardship, aesthetic, or environmental considerations require, but only in accordance with duly adopted rules and regulations. Such variances may only be granted, however, when unique circumstances dictate and no variance shall (i) be effective unless in writing, (ii) be contrary to the restrictions set forth in the body of this Declaration, or (iii) estop the Committee from denying a variance in other circumstances. For purposes of this Section 11(d), the inability to obtain approval of any governmental agency, the issuance of any permit, or the terms of any financing shall not be considered a hardship warranting a variance.

(e) Enforcement of Architectural Standards. Any construction, alteration, or other work done in violation of this Section 11, the Declaration, the Bylaws, the design standards or any applicable zoning ordinances, codes, or regulations shall be deemed non-conforming, and upon written request from the Board, such non-conforming construction, alteration, or other work shall be removed at the sole expense of the Owner and the Unit shall be restored to substantially the same condition as existed prior to such construction,

alteration or work. Should the Owner fail to do so, the Board or its designees shall have the right, in addition to other remedies provided under Section 9 as well as the rules and regulations of the Association, to enter the Unit and remove the violation and restore the Unit, or obtain a court order compelling the violating Owner to do so. All costs thereof, including reasonable attorneys' fees, may be assessed against such Unit, regardless of whether or not litigation is filed. The remedies under this Section 11(e) shall be in addition to, and not in substitution for, any other remedies provided under the Documents, or at law or in equity.

12. Use Restrictions.

(a) Signs and Flagpoles. No sign of any kind shall be erected or placed within the Development without the written consent of the Board of Directors, except (i) that an Owner may place one (1) sign on such Owner's Unit advertising the sale thereof, and (ii) as otherwise permitted under Section 14 with respect to Declarant and Builders. Notwithstanding the foregoing, the Board of Directors shall have the right to erect signs as it, in its sole discretion, deems appropriate. No flagpoles shall be erected on any Unit, except for Units owned by Declarant or any Builder where Units or improvements located thereon are used as models and sales offices or trailers.

(b) Parking and Garages.

(i.) No Owner or occupant shall keep more than two (2) vehicles parked in said Owner's driveway at any time; provided, however, that if the Unit only has a one-car garage, then said Owner or occupant shall not park more than one vehicle in said driveway. All other vehicles must be parked in garages, designated parking spaces, or other areas authorized in writing by the Board. Vehicles shall not be parked on any lawn, yard, private street, or alley. There shall also be designated parking spaces located upon the General Common Area, which shall be utilized for guest parking as well as special parking permits issued by the Board. Parking upon any public streets or dedicated rights-of-way of the Development shall be in compliance with applicable laws, ordinances, codes, and regulations of the City of Gallatin. The Board may also adopt reasonable rules and regulations regarding parking within the Development, which shall be in compliance with this section. Garage doors shall remain closed at all times, except for necessary use, ingress, and egress. Each garage should be maintained in such a manner that parking for the maximum number of motor vehicles for which it was originally designed to hold is allowed and possible with the exception of a garage temporarily converted to a sales center by Declarant or any Builder. No vehicle that does not have a current license tag or is inoperable may be parked on or within the Development. In addition, no vehicle may be parked upon or within any portion of the Development for a period of thirty (30) consecutive days or more without being driven during said period, unless prior written permission has been obtained from the Board of the Association.

(ii.) Boats, trailers, jet-skis and trailers for same, panel trucks, buses, trucks with a load capacity of one (1) ton or more, vans (excluding vans used by handicapped persons, mini-vans or sport utility vehicles used as passenger vehicles and receiving a "car" or "passenger vehicle" classification by the Tennessee Department of Motor Vehicles), recreational vehicles (RVs and motor homes), vehicles used primarily for commercial purposes, and vehicles with commercial writings on their exteriors are also prohibited from being parked upon any portion of the Development property, except in areas, if any, that may be designated by the Board as parking areas for particular types of vehicles. Notwithstanding the above, trucks, vans, commercial vehicles and vehicles with commercial writings on their exteriors shall be allowed temporarily on the General Common Area during normal business hours for the purpose of serving any Unit or the General Common Area; provided, however, no such vehicle shall remain on the General Common Area overnight or for any purpose unless prior written consent of the Board is first obtained. Notwithstanding any provision to the contrary above, all emergency response and local, state, and federal law enforcement vehicles may be parked on the Development property so long as they are either owned by an Owner or occupant or they are parked on the Development property in furtherance of emergency response or law enforcement purposes.

(iii.) If any vehicle is parked on any portion of the Development property in violation of this subsection or in violation of the Association's rules and regulations, a Board member or other agent of the Association may place a notice on the vehicle specifying the nature of the violation and stating that after twenty-four (24) hours the vehicle may be towed or booted. The notice shall include the name and telephone number of the person or entity that will do the towing or booting and the name and telephone number of a person to contact regarding the alleged violation. If twenty-four (24) hours after such notice is placed on the vehicle the violation continues or thereafter occurs again within six (6) months of such notice, the Board or other agent of the Association may have the vehicle towed or booted in accordance with the notice, without further notice to the Owner or user of the vehicle. If a vehicle is parked in a fire lane or a space designated for handicapped parking, is blocking another vehicle or access to another parking space, is obstructing the flow of traffic, is parked in a parking space which has been assigned as exclusively serving another Unit, or otherwise creates a hazardous condition or is an obstruction to the safety or health of other persons on the Development property, no notice shall be required and the Board or agent of the Association may have the vehicle towed immediately. If a vehicle is towed or booted in accordance with this subsection or if a vehicle is seized or towed by any other Person that is not an employee or agent of the Association, then neither the Association nor any officer or agent of the Association shall be liable to any person for any claim of damage as a result of the seizure or towing activity. Also, the Association, and its officers or agents, shall not be liable for any vehicle that is stolen or otherwise unlawfully removed from property within the Development by a third party. Notwithstanding anything to the contrary herein, the Board may elect

to impose fines or use other available sanctions under the rules and regulations or remedies at law or in equity, rather than exercise its authority to tow or boot.

(c) Occupants Bound. All provisions of the Documents which govern the conduct of Owners and which provide for sanctions against Owners shall also apply to all occupants, guests and invitees of any Unit Owner.

(d) Animals and Pets. No animals, reptiles, rodents, livestock, birds, fish or poultry of any kind shall be raised, bred, or kept in or on any portion of the Development, except as otherwise provided below. Dogs, cats, or other usual and common household pets not to exceed a total of two (2) may be permitted with respect to each Unit. Pets are not permitted to roam free, and in the sole discretion of the Association, any pets which endanger the health, make objectionable noise, or constitute a nuisance or inconvenience to the Owners of other Units or the owner of any portion of the Development shall be removed upon request of the Board, if the Owner fails to honor such request, the pet may be removed by the Board and turned over to the appropriate agency for keeping or disposal. No pets shall be kept, bred, or maintained for any commercial purpose. Dogs which are household pets shall at all times whenever they are outside a residence be confined on a leash held by and under the physical control of a responsible person. Local laws governing leashing, control, etc., of animals shall apply to the residents of the Development. Homeowners shall be responsible to clean-up after their pet. Any Owner or occupant who keeps or allows any pet on a portion of the Development shall be deemed to have indemnified and agreed to hold the Association, its, directors, officers, and agents free and harmless from any loss, claim, or liability of any kind or character whatever arising by reason of keeping, maintaining, or allowing such pet within the Development.

(e) Governmental Laws and Nuisance. No portion of the Development shall be used, in whole or in part, in violation of any applicable local, state, or federal laws, statutes, regulations, codes, or ordinances ("Governmental Laws"). In the event that any provision of applicable Governmental Laws conflicts with the provisions of this Declaration, the more restrictive provision shall apply. No portion of the Development shall be used, in whole or in part, for the storage of any property or thing that will cause it to appear to be in an unclean or untidy condition or that will be obnoxious to the eye. Moreover, no substance, thing, or material shall be kept upon any portion of the Development that will emit foul or obnoxious odors or that will cause any noise or other condition that will or might disturb the peace, quiet, safety, comfort, or serenity of the occupants of surrounding property. No noxious or offensive activity shall be carried on upon any portion of the Development, nor shall anything be done thereon tending to cause embarrassment, discomfort, annoyance, or nuisance to any person using any portion of the Development. There shall not be maintained any plants or animals or device or thing of any sort whose activities or existence in any way is noxious, dangerous, unsightly, unpleasant, or of a nature as may diminish or destroy the enjoyment of Development.

(f) Unsightly or Unkempt Conditions. It shall be the responsibility of each Owner to prevent the development of any unclean, unhealthy, unsightly, or unkempt condition on his or her Unit. The pursuit of hobbies or other activities, including

specifically, without limiting the generality of the foregoing, the assembly and disassembly of motor vehicles and other mechanical devices which might tend to cause disorderly, unsightly, or unkempt conditions, shall not be pursued or undertaken on any part of the Development.

(g) Basketball or Playground Equipment, Clotheslines, Garbage Cans, Irrigation Systems.

(i.) No permanent basketball hoops and backboards, basketball hoops attached to residence, clothes lines, above-ground tanks, and other similar items shall be placed, allowed or maintained upon any portion of the Development, including any Unit. All garbage cans and trash receptacles shall be stored in the garage so as to be concealed from view of neighboring Units, streets and other property located adjacent to the Unit, except that garbage cans or other trash receptacles may be placed at curbside on days designated for trash pick-up for that particular Unit. All rubbish, trash, and garbage shall be regularly removed from the Development and shall not be allowed to accumulate thereon.

(ii.) Portable basketball hoops, backboards and poles will be allowed under the following conditions: (1) the portable basketball hoop, backboard and pole must be taken down and stored out of site when not in actual use; (2) the portable basketball hoop, backboard and pole cannot remain up overnight and must be stored out of site; (3) the above mentioned basketball equipment can be used between the hours of eight (8) a.m. and ten (10) p.m. only; and (4) the portable basketball equipment must be set up and used as far away as feasibly possible from the Units located on adjacent Units.

(iii.) No irrigation system or lawn sprinkler system may be installed by or on behalf of an Owner, except for such irrigation or lawn sprinkler systems installed by, or on behalf of, Declarant or a Builder, which shall be maintained by the Association.

(h) Guns. The discharge of firearms within the Development is prohibited. The term "firearms" includes "B-B" guns, pellet guns, and other firearms of all types.

(i) Lighting. Except for seasonal decorative lights, which may be displayed between Thanksgiving and January 10th only, all exterior lights must be approved in accordance with Section 11.

(j) Leasing. "Leasing" for purposes of this Declaration, is defined as regular, exclusive occupancy of a residence located upon a Unit by any person or persons other than the Owner for which the Owner receives any consideration or benefit, including, but not limited to, a fee, service, gratuity, or emolument. Unit residences may be rented only in their entirety; no fraction or portion may be rented. There shall be no subleasing of residences or assignment of leases unless prior written approval is obtained from the Board of Directors. No transient tenants may be accommodated in any residence or other

improvements located upon the Units. All leases shall be in writing and shall be for an initial term of no less than six (6) months, except with the prior written consent of the Board of Directors. Notice of any lease, together with such additional information as may be required by the Board, shall be given to the Board by the Owner within ten (10) days of execution of the lease. The Owner must make available to the lessee copies of the Documents.

(k) Compliance with Declaration, Bylaws and Rules and Regulations. Every Owner shall cause all occupants of his or her residence to comply with the Documents, and shall be responsible for all violations and losses to the General Common Areas caused by such occupants, notwithstanding the fact that such occupants of a residence are fully liable and may be sanctioned for any violation of the Documents.

(l) Amenities. Any amenities (including, but not limited to, parks, playground equipment, walking trails, community(s) pool and clubhouse) provided by the Association or erected within the Development, if any, shall be used at the risk of the user, and the Association shall not be held liable to any person for any claim, damage, or injury occurring thereon or related to use thereof. The Board may promulgate additional rules and regulations governing the use of such amenities.

(m) Residential Use Only. Each Unit shall be used for residential purposes only and no trade or business may be conducted in or from any Unit located within the Development, except that an Owner, or lessee or other occupant of a residence, may conduct business activities within the residence so long as: (a) the existence or operation of the business activity is not apparent or detectable by sight, sound or smell from outside the residence; (b) the business activity conforms to all zoning requirements for the Development; (c) the business activity does not involve persons coming onto the Development who do not reside in the Development or door-to-door solicitation of residents of the Development; provided, however, this provision shall not preclude delivery of materials or items by U.S. Postal delivery or by other customary parcel delivery services (UPS, Fed Ex, etc.); and (d) the business activity is consistent with the residential character of the Development and does not increase traffic, does not increase insurance premiums paid by the Association or otherwise negatively affect the ability of the Association to obtain insurance coverage, and does not constitute a nuisance, or a hazardous or offensive use, or threaten the security or safety of other residents of the Development, as may be determined in the sole discretion of the Board. The terms "business" and "trade," as used in this provision, shall be construed to have their ordinary, generally accepted meanings, and shall include, without limitation, any occupation, work or activity undertaken on an ongoing basis which involves the provision of goods or services to persons other than the provider's family and for which the provider receives a fee, compensation, or other form of consideration, regardless of whether (i) such activity is engaged in full or part-time; (ii) such activity is intended to or does generate a profit; or (iii) a license is required therefore. Notwithstanding the above, the leasing of a residence located on a Unit in accordance with Section 12(j) or the leasing of a model home or a sales trailer on a Unit by Declarant, its affiliates, or a Builder shall not be considered a trade or business within the meaning of this section.

(n) Garage Sales. No garage sale, yard sale, or similar activity shall be conducted in the Development without prior approval of the Board. The Board may additionally permit Development garage sale or yard sale days.

(o) Antennas and Satellite Dishes. All television antennas, satellite dishes, dishes which receive video programming services via multipoint distribution services and any other device used for the reception of television broadcast signals, direct broadcast satellite services or multi-channel multipoint distribution (wireless cable) services must be twenty-four (24) inches or less in diameter, must be located to the rear of the residence located on the Unit and not visible from the street (unless such location would preclude reception of an acceptable quality signal). Television antennas must be located to the rear of the roof ridgeline, cable or centerline of the principal dwelling. Freestanding antennas must be attached to and located behind the rear wall of the main residential structure. No antenna may be erected on a wooden pole. Any deviation from this policy must be approved in advance by the Board of Directors. To the extent that any of the foregoing provisions of this Declaration or provisions of the rules and regulations adopted by the Board with respect to satellite dishes and antennas is not permitted under the Federal Communications Commission (“FCC”) rules and regulations, the remaining portion of this Section 12(o) shall survive independently to the extent permissible under the FCC rules and regulations. In the event of a transfer of the Unit that includes a satellite dish or antenna, the grantee shall assume all responsibility for the satellite dish or antenna and shall comply with the Documents, including, but not limited to, those requirements relating to maintenance and removal of the satellite dish or antenna.

(p) Fences. No fence or screening of any kind shall be allowed to be erected or maintained on any Unit, except as may be allowed pursuant to plans approved by Declarant or the ARC. Said fence must be attached to the Unit and must be kept in good repair with the cost of any maintenance to be borne by the Owner of the Unit.

(q) Tents, Trailers and Temporary Structures. Except as otherwise permitted with respect to Declarant, its affiliates and Builders under Section 14, no tent, utility, shed, shack, trailer or other structure of a temporary nature shall be placed upon a Unit or any part of the Development.

(r) Drainage and Septic Systems. Catch basins and drainage areas are for the purpose of natural flow of water only. No obstructions or debris shall be placed in these areas. No Person other than Declarant may obstruct or re-channel the drainage flows after location and installation of drainage swales, storm sewers, or storm drains. Septic systems are prohibited upon or within the Development.

(s) Subdivision of Unit. No Unit shall be subdivided or its boundary lines changed except with the prior written approval of (i) the Board of Directors, and (ii) the local governmental authorities. Declarant, however, hereby expressly reserves the right to replat any Unit or Units owned by Declarant. Any such division, boundary line change, or re-platting shall not be in violation of the applicable subdivision and zoning regulations.

Moreover, any two (2) or more Units that are combined into one (1) or more Units by Owners, other than Declarant, shall continue to be responsible for the Base Assessments and Special Assessments allocated to said Units as if the combination of Units had not taken place.

(t) Playground Equipment. All playground equipment located upon the Units, including, but not limited to, swing sets, slides, seesaws, playhouses, and/or climbing apparatuses, shall be maintained in good condition, constructed of natural wood, and finished with a natural wood exterior surface, and shall be approved by the ARC prior to installation. No painted wood finish, predominately plastic or metal structures shall be allowed. Any allowable playground equipment must be hidden as much as possible from the street view and from the view of adjoining Owners.

(u) Sight Distance at Intersections. All property located at street intersections shall be landscaped so as to permit safe sight across the street corners. No fence, wall, hedge, or shrub planting shall be placed or permitted to remain where it would create a traffic or sight problem.

(v) Additional Declaration Use Restrictions. In addition to the restrictions set forth herein, the Development shall be subject to all use restrictions set forth in the Additional Declaration.

13. Mortgagee Provisions.

(a) The following provisions are for the benefit of holders of first Mortgages on Units in the Development. The provisions of this Section 13 apply to both this Declaration and to the Bylaws, notwithstanding any other provisions contained therein.

(b) Notices of Action. A Mortgagee shall be entitled to timely written notice of:

(i.) any condemnation loss or any casualty loss which affects a material portion of the Development or which affects any Unit on which there is a Mortgage held, insured, or guaranteed by such eligible holder;

(ii.) any delinquency in the payment of Assessments or charges owed by an Owner of a Unit subject to the Mortgage of such eligible holder, where such delinquency has continued for a period of sixty (60) days; provided, however, notwithstanding this provision, any Mortgagee, upon request, is entitled to written notice from the Association of any default in the performance by an Owner of a Unit of any obligation under the Declaration or Bylaws of the Association which is not cured within sixty (60) days;

(iii.) any lapse, cancellation, or material modification of any insurance policy maintained by the Association; or

(iv.) any proposed action which would require the consent of a specified percentage of Mortgagees.

(c) No Priority. No provision of this Declaration or the Bylaws gives or shall be construed as giving any Owner or other party priority over any rights of a Mortgagee of any Unit in the case of distribution to such Owner of insurance proceeds or condemnation awards for losses to or a taking of the General Common Area.

(d) Notice to Association. Upon request, each Owner shall be obligated to furnish to the Association the name and address of the holder of any Mortgage encumbering such Owner's Unit.

(e) Amendment by Board. Should the U.S. Department of Housing and Urban Development/Federal Housing Administration, Federal National Mortgage Association or the Federal Home Loan Mortgage Corporation subsequently delete any of their respective requirements which necessitate the provisions of this Section 13 or make any such requirements less stringent, the Board, without approval of the Owners, may cause an amendment to this Section 13 to be recorded to reflect such changes.

(f) Applicability of Section 13. Nothing contained in this Section 13 shall be construed to reduce the percentage vote that must otherwise be obtained under the Declaration, Bylaws, or Tennessee law for any of the acts set out in this Section 13.

(g) Failure of Mortgagee to Respond. Any Mortgagee who receives a written request from the Board to respond to or consent to any action shall be deemed to have approved such action if the Association does not receive a written response from the Mortgagee within sixty (60) days of the date of the Association's request.

(h) Inspection of Books. The Association shall permit any holder, insurer, or guarantor of a Mortgage with respect to a Unit, or any Owner to inspect the project documents, including the Documents, as amended, as well as the records, books, and financial statements of the Association during normal business hours.

(i) Financial Statements. The Association shall provide any holder, insurer, or guarantor of a Mortgage with respect to a Unit which submits a written request with a copy of an annual financial statement within one hundred twenty (120) days following the end of each fiscal year of the Association, and any cost associated with the preparation of said financial statement shall be borne by said holder, insurer, or guarantor of the Mortgage.

(j) Conformity with Federal Guidelines. Notwithstanding anything to the contrary contained in the Declaration and Bylaws, all terms, conditions, and regulations now existing, or which may be promulgated from time-to-time, by the U.S. Department of Housing and Urban Development/Federal Housing Administration, Federal National Mortgage Association or the Federal Home Loan Mortgage Corporation pertaining to planned unit developments are hereby incorporated as terms and conditions of this Declaration and such shall be governing upon the Development, so long as such conditions

are not inconsistent with the laws of the State of Tennessee and do not impinge on any substantial property rights of individual Unit Owners.

(k) Conflicts. This Section 13 is supplemental to, and not in substitution for, any other provisions of the Declaration, but in the case of conflict, the provisions of this Section 13 shall control.

14. Declarant's Rights.

(a) Any or all of the special rights and obligations of Declarant set forth in this Declaration or its Bylaws may be transferred or assigned in whole or in part to any other Person, provided that the transfer shall not reduce an obligation nor enlarge a right beyond that contained herein, and provided further, no such transfer shall be effective unless it is in a written instrument signed by the Declarant and duly recorded in the Register's Office of Sumner County, Tennessee.

(b) Notwithstanding any provisions contained in the Declaration to the contrary, so long as construction and initial sale of Units shall continue, it shall be expressly permissible for Declarant, its affiliates and any Builder to maintain and carry on upon portions of the Development, including any Unit, such facilities and activities as, in the sole opinion of Declarant, may be reasonably required, convenient, or incidental to the construction or sale of such Units, including, but not limited to, business offices, signs, model homes, and sales offices or trailers, and Declarant, its affiliates and such Builders shall have an easement for access to such facilities. The right to maintain and carry on such facilities and activities shall include specifically the right of Declarant to use designated portions of the General Common Area and Units owned by Declarant and the right of any Builder to use Units owned by Builder, as models and sales offices or trailers, respectively.

(c) No Person shall (i) institute legal or equitable proceedings involving the alleged defective design or construction of any Unit, structure, or improvement within the Development, or (ii) retain an expert for the purpose of inspecting the design or construction of any Unit, structure, or improvement within the Development in connection with or in anticipation of any potential or pending claim, demand, or litigation involving such design or construction, unless Declarant and the respective Builder have been first notified in writing and given an opportunity to meet with the Owner of the Unit to discuss the Owner's concerns and conduct their own inspection(s). Declarant and the respective Builders reserve the right for themselves and others designated to inspect, monitor, test, redesign and correct any Unit, improvement or condition which may exist on any portion of the Development, including the Units and General Common Area, and a perpetual easement of access through the Development for such purposes. Any Person exercising this right shall promptly repair, at such Person's expense, any damage resulting from the exercise thereof.

(d) So long as Declarant continues to have rights under this paragraph, no Person shall record any declaration of covenants, conditions and restrictions, or similar

instrument affecting any portion of the Development without Declarant's review and written consent thereto, and any attempted recordation without compliance herewith shall result in such declaration of covenants, conditions and restrictions, or similar instrument being void and of no force and effect unless subsequently approved by recorded consent signed by the Declarant.

(e) This Section 14 may not be amended, and the rights contained herein may not be terminated, waived, or released, without the express written consent of Declarant and any Builder, as long as such Builder owns any Units within the Development.

15. Professional Management. The Association may, but shall not be required to, hire a professional management agent or agents, at a compensation established by the Board, to perform such duties and services as the Board of Directors shall authorize. Any agreement for professional management of the Development and Association shall comply with the following: (a) no such agreement shall have a term greater than three (3) years; and (b) any such agreement must provide for termination by either party without cause and without payment of a termination fee on not more than ninety (90) days' written notice.

16. Non-Liability of Declarant.

(a) Declarant is the developer of the Development. However, Declarant may sell all or portions of the Development to other parties for purposes of constructing individual residences to be located on the Units. Consequently, all Owners acknowledge and affirm that Declarant shall not be liable for any claims or causes of action of any kind whatsoever in law or in equity arising from or in any way relating to the construction of improvements upon the Units that was performed by parties other than Declarant, its agents, employees, subsidiaries or other affiliated entities.

(b) To the extent that a claim(s) may be asserted against Declarant or its affiliates by the Association or by Owners with respect to the design, construction, sale, maintenance, habitability or, condition of any Units or the General Common Areas of the Development, said claim(s) shall be resolved by a final and binding arbitration hearing conducted in Gallatin, Tennessee by a panel of no more than three (3) arbiters with a company actively involved in the dispute resolution business and mutually agreeable to all parties, but if no agreement can be reached, then the hearing will be conducted by a company chosen by Declarant.

(c) The Association is hereby authorized to act as the exclusive representative of all Owners in asserting any such claims and causes of action relating to the General Common Areas. Each Owner does hereby appoint the Association to exclusively act as its power of attorney (which power shall be irrevocable) with respect to the above-referenced claims and causes of action including the right to compromise and settle the same. No Owner shall assert a claim or cause of action relating to the General Common Areas except through the Association. Any arbitration award may be confirmed and enforced in any court of competent jurisdiction, and the legal principles of *res judicata* and collateral estoppel shall be applicable to any arbitration award. Any attempt by any such person or

entity to enforce this arbitration provision shall constitute conclusive evidence of its intent to be bound hereby. Any portion of this provision that may be held to be unenforceable shall be severable from the balance of this provision so that the remainder of this provision shall remain in full force and effect.

17. Easements. In addition to, and without limitation of, any other easements or rights reserved elsewhere in this Declaration, the following rights and easements are hereby reserved:

(a) Easements for Utilities, Etc. There is hereby reserved unto Declarant, its affiliates and any Builder, so long as the same own any property in the Development, the Association, and the designees or grantees of each (which may include, without limitation, City of Gallatin, Tennessee, Sumner County, Tennessee, Gallatin Public Utilities, Gallatin Department of Electricity, Cumberland Electric Membership Corporation, and any other public or private utility), blanket easements upon, across, over, and under all, or a portion, of the General Common Areas and over the Units, Limited Common Elements and Private Elements, for ingress, egress, installation, replacing, repairing, and maintaining cable television systems, master television antenna systems, security, and similar systems, roads, walkways, bicycle pathways, drainage systems, street lights, signage, and all utilities, including, but not limited to, water, sewers, meter boxes, telephones, gas, and electricity. Notwithstanding anything to the contrary contained in this Section 17, no sewers, electrical lines, water lines, or other utilities may be installed or relocated on the Development except as may be approved by the Board of Directors or as provided by Declarant, or any Builder with respect to utilities to be installed or located upon such Builder's Unit(s). Within these easements, no structure, planting, or other materials shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may change the direction of flow of drainage channels in the easements, or which may obstruct or retard the flow of water through drainage channels in the easements. Any portion of Development that has been subjected to, or encumbered by, easements granted pursuant to this Declaration or as shown on the Plan(s) for the Development shall be maintained by, and at the expense of, the Association. Should any entity furnishing a service covered by the general easements herein provided request a specific easement by separate recordable document, the Board of Directors shall have the right to grant such easement on said Development without conflicting with the terms hereof. The easements provided for in this Section 17 shall in no way adversely affect any other recorded easement on the Development.

(b) Declarant Easements. (i) Until completion of Declarant's, its affiliates' intended development of the Property, an easement is reserved to Declarant and its affiliates for ingress and egress generally across the Property, including any Unit, at reasonable places, for the purpose of completing the intended development of the Property, provided that said easement shall be reasonable and shall not interfere with the construction of improvements on a Unit nor the use and enjoyment of a Unit by a Unit Owner. Declarant, its affiliates, any Builder, and the Association also reserve any and all easements reasonably required to allow completion, repair and maintenance of any and all utility areas, or improvements. Declarant hereby grants and conveys to any Builder an easement for ingress and egress generally across the Property reasonably required to allow

completion, repair and maintenance of any and all utility areas or improvements upon any Units owned by Builder. In addition, Declarant hereby grants and conveys to any Builder a temporary construction easement, 5 feet in width along the side yard boundary lines of any Unit for the purpose of facilitating home construction on an adjacent Unit owned by such Builder (the "Builder Construction Easement"), which temporary construction easement shall automatically terminate upon the issuance of a certificate of occupancy for the Unit constructed on the adjacent Unit by Builder. Builder shall indemnify, defend, and hold harmless Declarant, the Association, and the Owner upon whose Unit the Builder Construction Easement is located from and against any and all claims, damages, demands, penalties, costs, liabilities, losses, and expenses (including reasonable attorneys' fees and expenses) that may result from Builder's use of the Builder Construction Easement. Until completion of the intended development of the Property, an easement is reserved to Declarant and its affiliates to enter the General Common Areas and to maintain thereon such facilities and perform such operations as in the sole opinion of Declarant may be reasonably required, convenient or incidental to the intended development of the Property. Until the expiration of the Class B Control Period, Declarant may grant such easements over and across the General Common Areas and/or any Units, Limited Common Elements and Private Elements owned by Declarant as in the sole opinion of Declarant may be reasonably required, convenient or incidental to the intended development of the Development.

(c) Easements for Maintenance, Repair, Emergency, and Other Purposes. A perpetual nonexclusive easement is granted and reserved to the Association, its officers, agents, employees, including employees of any management company having a contract with the Association, police, firemen, ambulance personnel and similar emergency personnel in the performance of their duties, over, across, and upon the General Common Area and the Units, Limited Common Elements and Private Elements for emergency, security, safety and for other purposes reasonably necessary for proper maintenance, operation and repair of the Development, including the maintenance of any utilities for which an easement has been granted, and to prevent damage to the General Common Area or any Unit, Limited Common Elements or Private Elements. Except in an emergency situation, entry shall be only during reasonable hours and after notice to the Owner or occupant. This right of entry shall include the right of the Association to enter a Unit to cure any violation of the Documents and any condition which may increase the possibility of a fire or other hazard in the event that an Owner fails or refuses to cure the condition upon request by the Board. The Association shall have the authority to grant easements over the General Common Areas for such other purposes as may be determined by the Association, which do not unreasonably interfere with the Owners' use of the General Common Areas.

(d) Entrance Signage and Landscaping Easement. Declarant reserves the right to build the entrance sign(s) and landscaping at the entrance(s) for the Development, together with any utility or water lines serving the entrance features. Once constructed, the entrance sign and landscaping and utility or water lines shall become the property of the Association, together with the sole liability for maintenance, repair and replacement thereof. Declarant reserves all rights of ingress and egress onto said General Common

Area as may be necessary to construct said entrance sign. Additionally, the Association shall have an easement over any portion of a Unit on which any entrance feature, including, but not limited to, the Development sign and landscaping are located, including utility and waterlines across the Unit to the entrance features.

(e) Easements for Encroachment and Overhang. There shall be reciprocal appurtenant easements for encroachment and overhang as between each Unit, Limited Common Area and Private Elements and such portion or portions of the General Common Area adjacent thereto or as between adjacent Units due trees or the unintentional placement or settling or shifting of the Units, Limited Common Area and Private Elements or other improvements constructed, reconstructed, or altered thereon (in accordance with this Declaration) to a distance of not more than five (5) feet, as measured from any point on the common boundary between each Unit and the adjacent portion of the General Common Area or as between adjacent Units, Limited Common Area and Private Elements, as the case may be, along a line perpendicular to such boundary at such point.

(f) Fence Easement. Declarant hereby reserves an easement to itself, its affiliates, any Builder, and the Association across any Unit which borders the perimeter of the Development and any Unit that borders or contains a portion of any water facility, detention pond, or retention pond for the purpose of erecting a fence. The Owner of a Unit on which any portion of a fence is located shall be responsible for the maintenance and repair of the fence as part of the Owner's maintenance obligations; provided, however, Declarant and Builder may, but are not obligated to, repair and maintain any fence installed by or on behalf of Declarant or any Builder.

18. General Provisions.

(a) Term. The covenants and restrictions of this Declaration shall run with and bind the Development, and shall inure to the benefit of and shall be enforceable by the Association or the Owner of any Development subject to this Declaration, their respective legal representatives, heirs, successors, and assigns, for a term of thirty (30) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years, unless an instrument in writing, signed by a majority of the then Owners, has been recorded within the year preceding the beginning of each successive period of ten (10) years, agreeing to change said covenants and restrictions, in whole or in part, or to terminate the same, in which case this Declaration shall be modified or terminated as specified therein.

(b) Amendment.

(i.) During the Class B Control Period, Declarant may unilaterally amend this Declaration. Thereafter and otherwise, this Declaration may be amended only by the affirmative vote (in person or by proxy) or written consent or any combination thereof, of Members representing sixty-seven percent (67%) of the total votes of the Association, and the written approval of the Class B Members so long as the Class B membership exists. However, the percentage of votes

necessary to amend a specific clause shall not be less than the prescribed percentage of affirmative votes required for action to be taken under that clause.

(ii.) If an Owner consents to any amendment to this Declaration or the Bylaws, it will be conclusively presumed that such Owner has the authority so to consent and no contrary provision in any Mortgage or contract between the Owner and a third party will affect the validity of such amendment.

(iii.) No amendment may remove, revoke, or modify any right or privilege of Declarant without the written consent of Declarant or the assignee of such right or privilege.

(iv.) Notwithstanding any provision to the contrary in this Section 18(b), amendments of a “material” nature must be approved by Owners who represent at least sixty-seven (67%) percent of the total allocated votes in the Association and by fifty-one (51%) percent of Mortgagees, and the written approval of the Class B Members so long as the Class B membership exists. A change to any of the provisions governing the following will be considered an amendment of a “material” nature:

- A. Voting rights;
- B. Increases in Assessments that raise the previously assessed amount by more than 25%, Assessment liens, or the priority of Assessment liens;
- C. Reductions in reserves for maintenance, repair, and replacement of General Common Areas;
- D. Responsibility for maintenance and repairs of the General Common Areas;
- E. Convertibility of Units into General Common Areas or vice versa;
- F. Hazard, liability or fidelity insurance requirements;
- G. Restrictions on the leasing of Units;
- H. A decision by the Association to establish self-management if professional management had been required previously by the Declaration, Bylaws, or by a holder of a Mortgage with respect to a Unit;
- I. Restoration or repair of the project (after damage or partial condemnation) in a manner other than that specified in the Documents;

J. Any provisions that expressly benefit holders, insurers, or guarantors of a Mortgage with respect to a Unit.

K. The failure of a Mortgagee to respond within sixty (60) days after notice of any written request of the Association for approval of an addition or amendment to the Declaration or Bylaws has been provided shall constitute an implied approval of the addition or amendment. A copy of each amendment shall be certified by the Association as having been duly-adopted and shall be effective when recorded in the Register's Office of Sumner County, Tennessee.

(c) Indemnification. The Association shall indemnify every officer, director, and committee member against any and all expenses, including counsel fees, reasonably incurred by or imposed upon such officer, director, or committee member in connection with any action, suit, or other proceeding (including settlement of any suit or proceeding, if approved by the then Board of Directors) to which he or she may be a party by reason of being or having been an officer, director, or committee member. The officers, directors, and committee members shall not be liable for any mistake of judgment, negligent or otherwise, except for their own individual willful misfeasance, malfeasance, misconduct, or bad faith. The officers and directors shall have no personal liability with respect to any contract or other commitment made by them, in good faith, on behalf of the Association (except to the extent that such officers or directors may also be Members of the Association), and the Association shall indemnify and forever hold each such officer and director free and harmless against any and all liability to others on account of any such contract or commitment. Any right to indemnification provided for herein shall not be exclusive of any other rights to which any officer, director, or committee member, or former officer, director, or committee member may be entitled. The Association shall, as a common expense, maintain adequate general liability and officers' and directors' liability insurance to fund this obligation, if such insurance is reasonably available.

(d) Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions, which shall remain in full force and effect.

(e) Right of Entry. The Association shall have the right, but not the obligation, to enter onto any Unit, as well as residences located thereon, for emergency, security, and safety, which right may be exercised by the Association's Board of Directors, officers, agents, employees, managers, and all policemen, firemen, ambulance personnel, and similar emergency personnel in the performance of their respective duties. Except in an emergency situation, entry shall only be during reasonable hours and after reasonable notice to the Owner. This right of entry shall include the right of the Association to enter onto any Unit, as well as residences located thereon, to cure any condition which may increase the possibility of a fire or other hazard in the event an Owner fails or refuses to cure the condition upon request by the Board.

(f) Litigation. No judicial or administrative proceeding shall be commenced or prosecuted by the Association unless approved by a vote of seventy-five (75%) percent of the Members. This Section 18(f) shall not apply, however, to (a) actions brought by the Association to enforce the provisions of this Declaration (including, without limitation, the foreclosure of liens), (b) the imposition and collection of Assessments as provided in Section 10, (c) proceedings involving challenges to ad *valorem* taxation, or (d) counterclaims brought by the Association in proceedings instituted against it. This Section 18(f) shall not be amended unless such amendment is made by Declarant or is approved by the percentage votes, and pursuant to the same procedures, necessary to institute proceedings as provided above.

(g) Subordination to and Conflicts with Additional Declaration. This Declaration is hereby subordinated in all respects to the Additional Declaration and to any and all amendments and modifications thereof. Any Owner, by taking deed to all or part of the Properties, hereby unconditionally agrees that the Additional Declaration is superior to this Declaration and shall adhere to and abide by all terms and conditions contained in said Additional Declaration. To the extent that any provision of this Declaration conflicts with the provisions of the Additional Declaration, all as amended and supplemented from time to time, the provisions of the Additional Declaration shall control.

(h) Attorney's Certificate. The attorney's opinion as required under the terms of the Tennessee Code Annotated § 66-27-103 is attached hereto as Exhibit D and made a part hereof.

<Signature and notary acknowledgment appear on the following page.>

IN WITNESS WHEREOF, Declarant has caused this Declaration to be duly-executed and effective as of the date first above written

DECLARANT:

PBK PROPERTIES, LLC

By: *Brett Kirchofer*
Brett Kirchofer, Manager

STATE OF TENNESSEE)

COUNTY OF SUMNER)

Before me, *JOSH HANKINS*, a Notary Public of said County and State, personally appeared Brett Kirchofer, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself to be Manager (or other officer authorized to execute the instrument) of PBK PROPERTIES, LLC, the within named bargainor, a Tennessee limited liability company, and that he as such Manager executed the foregoing instrument for the purposes therein contained, by signing the name of the company by himself as Manager.

Witness my hand and seal, at Office in Hendersonville, Tennessee, this 10 day of January, 2024.



[Signature]
Notary Public

My Commission Expires: 10/21/25

EXHIBIT A

DESCRIPTION OF PROPERTY

TRACT I:

LAND situated in the 5th Civil District of Hendersonville, Sumner County, Tennessee and being more particularly described as follows:

BEGINNING at an iron rod (new) lying on the westerly margin of a 50' joint public easement as shown on Plat Book 9, page 137, R.O.S.C., and lying in the westerly line of Lot 3A as shown on Plat entitled Cash Subdivision of record in Plat Book 17, page 320, R.O.S.C., said iron rod lying 191.60' from an iron rod (old) and being the south easterly corner of the herein described Tract;

Thence, along the northerly line of proposed Lot 1 on said Jackson Property Plat, S 65° 07' 33" W, a distance of 261.55' to an iron rod (new);

Thence, along the easterly line of Church St. Timothy Lutheran of Hendersonville of record in Deed Book 227, page 117, R.O.S.C., N 36° 30' 40" W, a distance of 322.44' to an iron rod (new);

Thence, along the southerly lot lines of Lots 6-9 as shown on Plat entitled Stoneybrook, Phase 2, of record in Plat Book 17, page 72, R.O.S.C., N 64° 41' 24" E, a distance of 372.11' to an iron rod (old);

Thence, along said westerly line of Lot 3A S 16° 44' 43" E, a distance of 321.88' to the point of beginning. Containing an area of 100,520 square feet or 2.31 acres, more or less, according to survey by Crawford & Cummings, PC dated January 12, 2021.

TRACT II:

LAND situated in the 5th Civil District of Hendersonville, Sumner County, Tennessee and being more particularly described as follows:

BEGINNING at an iron pin in Nichols east property line, same being 410.30 feet north of the north right-of-way of U.S. 31E, same being the Southwest corner of the herein described tract, thence with Nichols N 20° 31' W 101.43 feet to a corner post, Gaskin's southeast corner, thence with Gaskin's N 19° 51' W 657.64 feet to an existing iron pin in the south right-of-way of the L & N Railroad, thence with L & N S 81° 58' E 440.60 feet to an iron pin, thence with Cash S 15° 14' W 675.74 feet to the point of beginning, containing 3.40 acres, more or less.

BOTH TRACTS BEING the same property conveyed to PBK Properties, LLC, a Tennessee limited liability company, by deed from Shawn Jackson, of record in Record Book 5494, page 577, said Register's Office.

EXHIBIT B

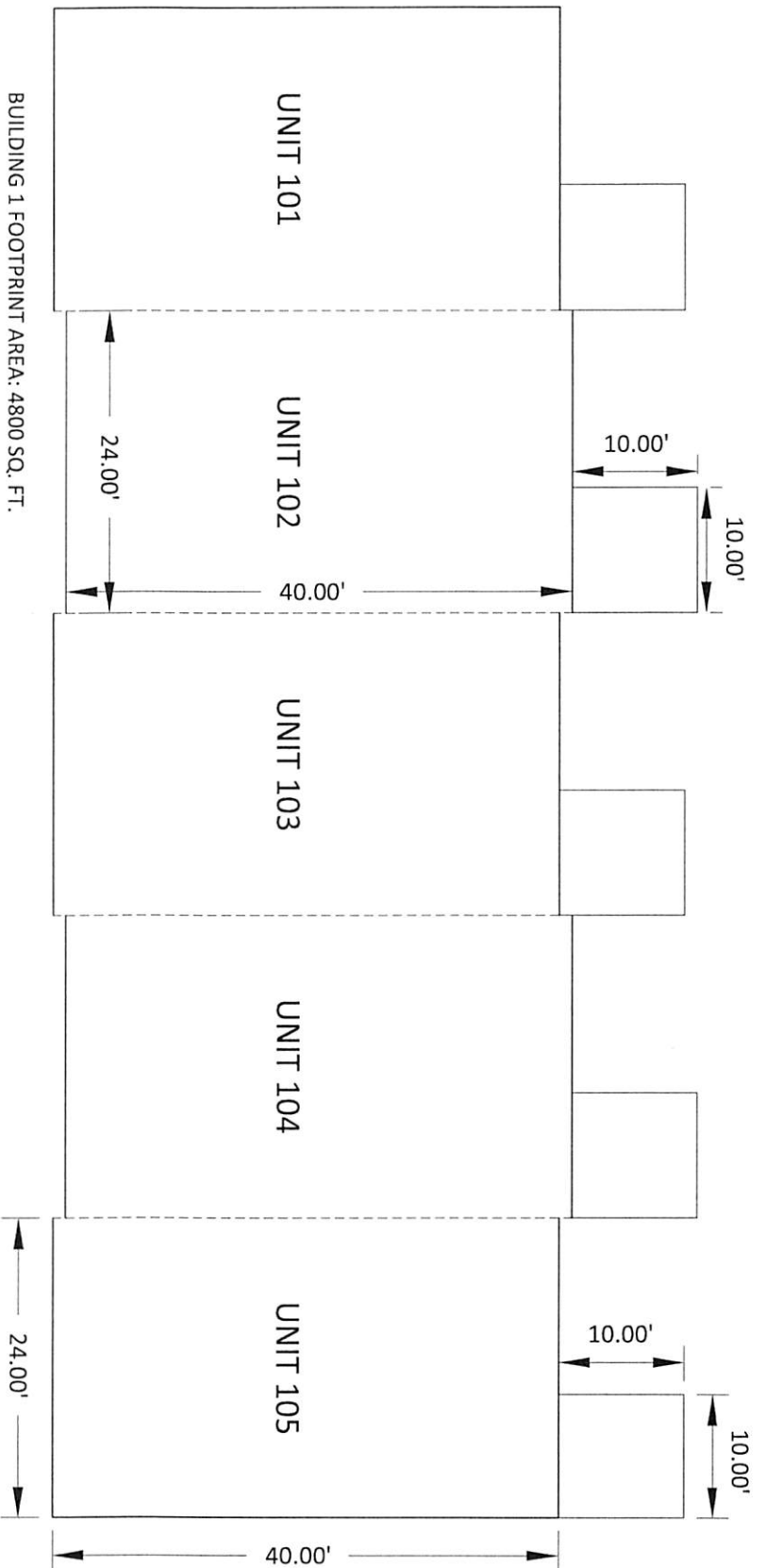
PLAN

See attached.

EXHIBIT C

BYLAWS

See attached.

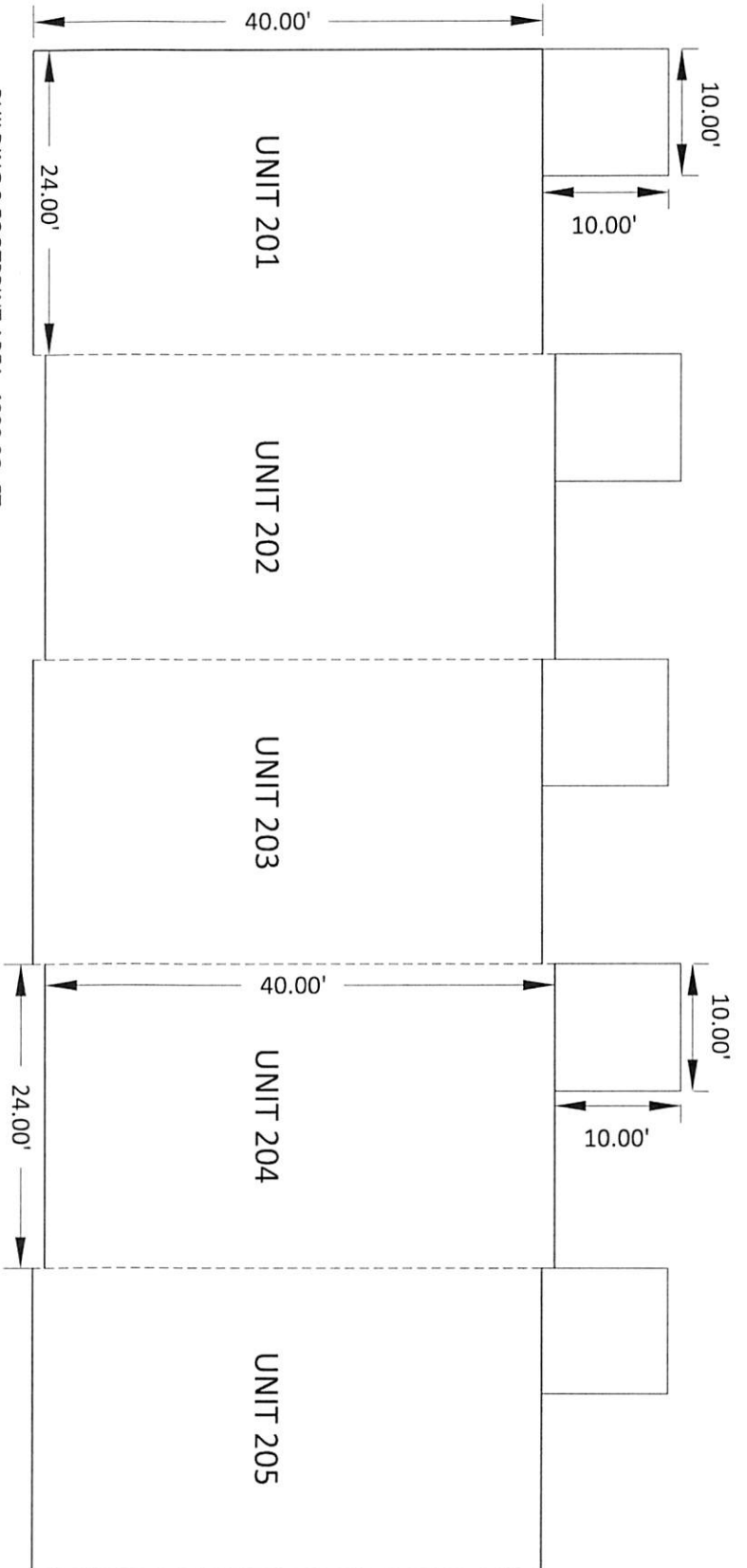


UNIT	ADDRESS	1ST HEATED	2ND HEATED	3RD HEATED	GARAGE	1ST PATIO (UNCOVERED)	2ND PATIO	TOTAL UNDER ROOF
101	101 CANNON COURT	396.00	915.00	893.00	583.00	100.00	79.00	2787.00
102	102 CANNON COURT	396.00	915.00	893.00	583.00	100.00	79.00	2787.00
103	103 CANNON COURT	396.00	915.00	893.00	583.00	100.00	79.00	2787.00
104	104 CANNON COURT	396.00	915.00	893.00	583.00	100.00	79.00	2787.00
105	105 CANNON COURT	396.00	915.00	893.00	583.00	100.00	79.00	2787.00



EXHIBIT A-1
 JACKSON TOWNHOMES
 CITY OF HENDERSONVILLE
 NOT TO SCALE
 PAGE 1 OF 9

PATIOS ARE LIMITED
 COMMON ELEMENTS AS
 DEFINED IN THE DECLARATION.
 DIMENSIONS SHOWN DEPICT
 PRIVATE ELEMENTS AS
 DEFINED IN THE DECLARATION.

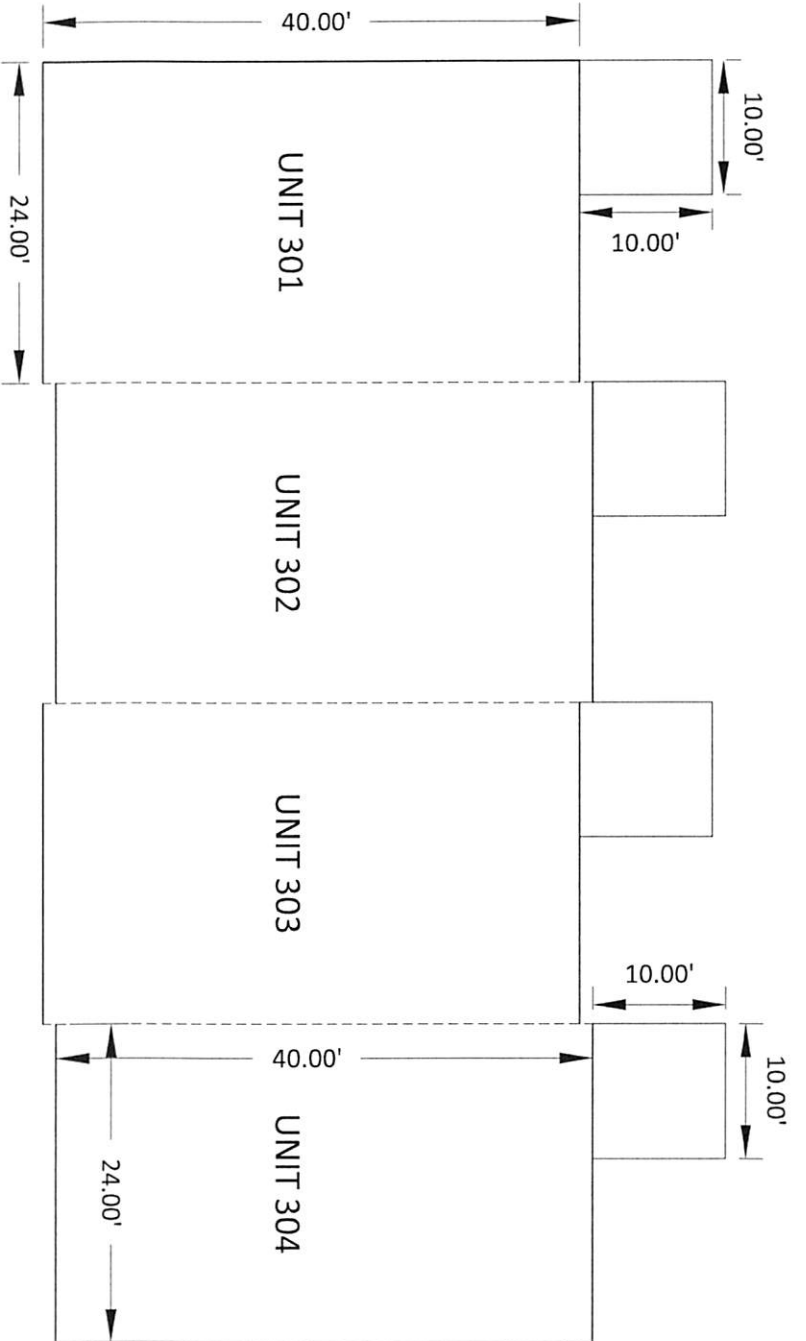


UNIT	ADDRESS	1ST HEATED	2ND HEATED	3RD HEATED	GARAGE	1ST PATIO (UNCOVERED)	2ND PATIO	TOTAL UNDER ROOF
201	201 CANNON COURT	396.00	915.00	893.00	583.00	100.00	79.00	2787.00
202	202 CANNON COURT	396.00	915.00	893.00	583.00	100.00	79.00	2787.00
203	203 CANNON COURT	396.00	915.00	893.00	583.00	100.00	79.00	2787.00
204	204 CANNON COURT	396.00	915.00	893.00	583.00	100.00	79.00	2787.00
205	205 CANNON COURT	396.00	915.00	893.00	583.00	100.00	79.00	2787.00



EXHIBIT A-2
 JACKSON TOWNHOMES
 CITY OF HENDERSONVILLE
 NOT TO SCALE
 PAGE 2 OF 9

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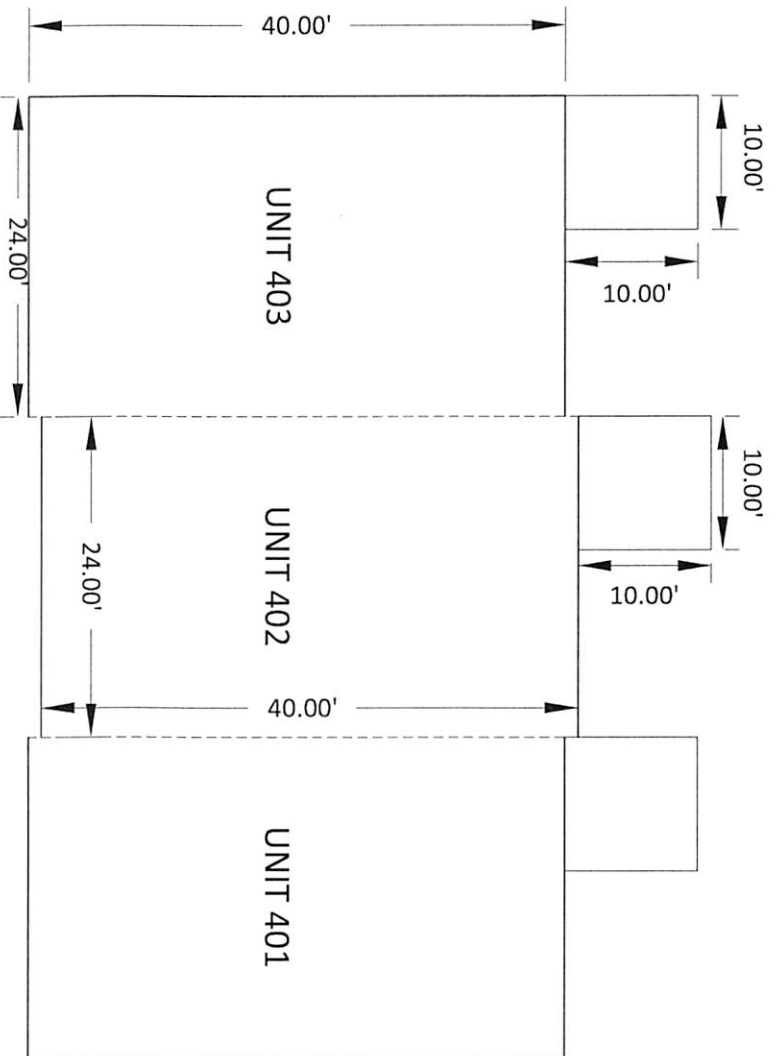
BUILDING 3 FOOTPRINT AREA: 3840 SQ. FT.

UNIT	ADDRESS	1ST HEATED	2ND HEATED	3RD HEATED	GARAGE	1ST PATIO (UNCOVERED)	2ND PATIO	TOTAL UNDER ROOF
301	301 CANNON COURT	396.00	915.00	893.00	583.00	100.00	79.00	2787.00
302	302 CANNON COURT	396.00	915.00	893.00	583.00	100.00	79.00	2787.00
303	303 CANNON COURT	396.00	915.00	893.00	583.00	100.00	79.00	2787.00
304	304 CANNON COURT	396.00	915.00	893.00	583.00	100.00	79.00	2787.00



EXHIBIT A-3
JACKSON TOWNHOMES
CITY OF HENDERSONVILLE
NOT TO SCALE
PAGE 3 OF 9

PATIOS ARE LIMITED
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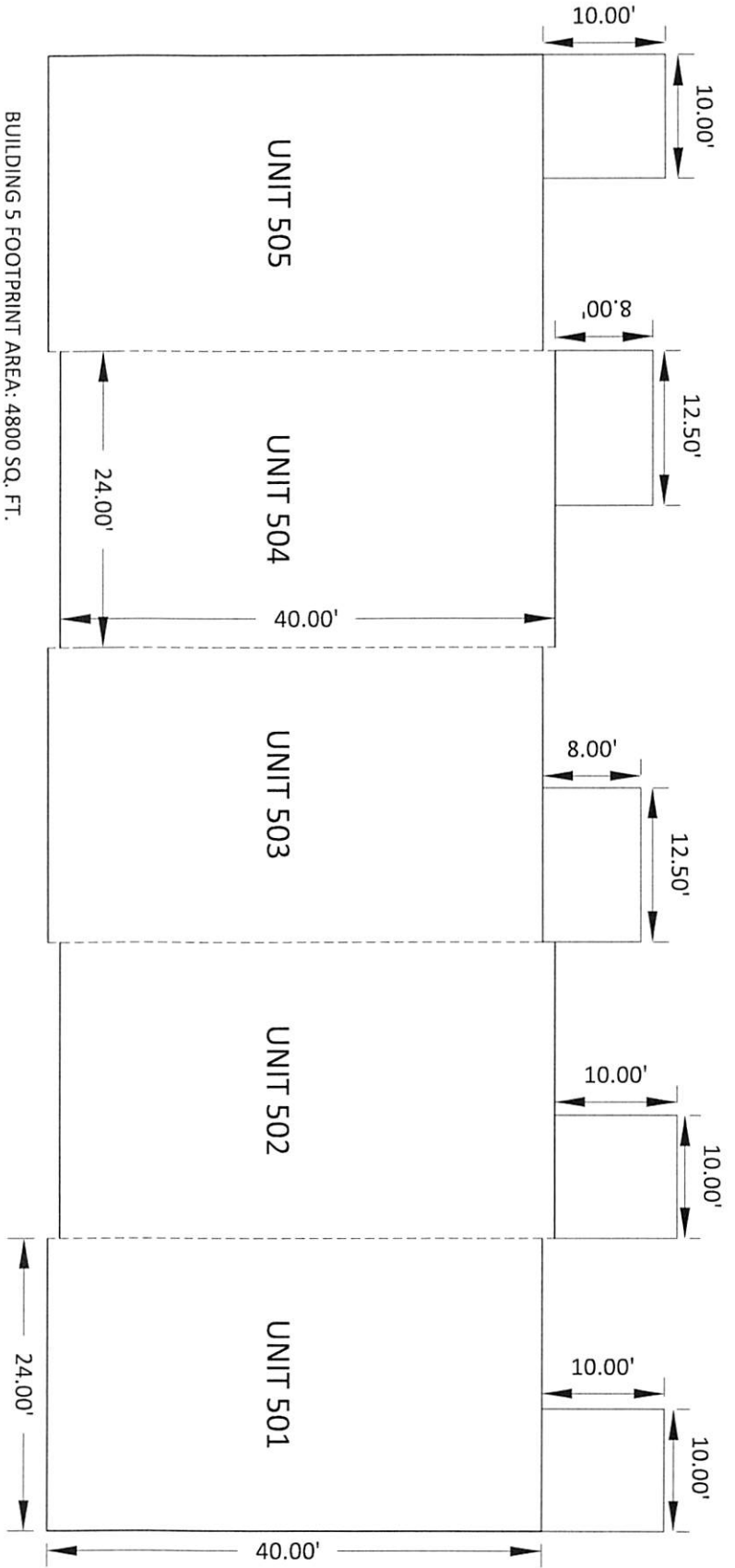
BUILDING 4 FOOTPRINT AREA: 2880 SQ. FT.

UNIT	ADDRESS	1ST HEATED	2ND HEATED	3RD HEATED	GARAGE	1ST PATIO (UNCOVERED)	2ND PATIO	TOTAL UNDER ROOF
403	403 CANNON COURT	396.00	915.00	893.00	583.00	100.00	79.00	2787.00
402	402 CANNON COURT	396.00	915.00	893.00	583.00	100.00	79.00	2787.00
401	401 CANNON COURT	396.00	915.00	893.00	583.00	100.00	79.00	2787.00



EXHIBIT A-4
 JACKSON TOWNHOMES
 CITY OF HENDERSONVILLE
 NOT TO SCALE
 PAGE 4 OF 9

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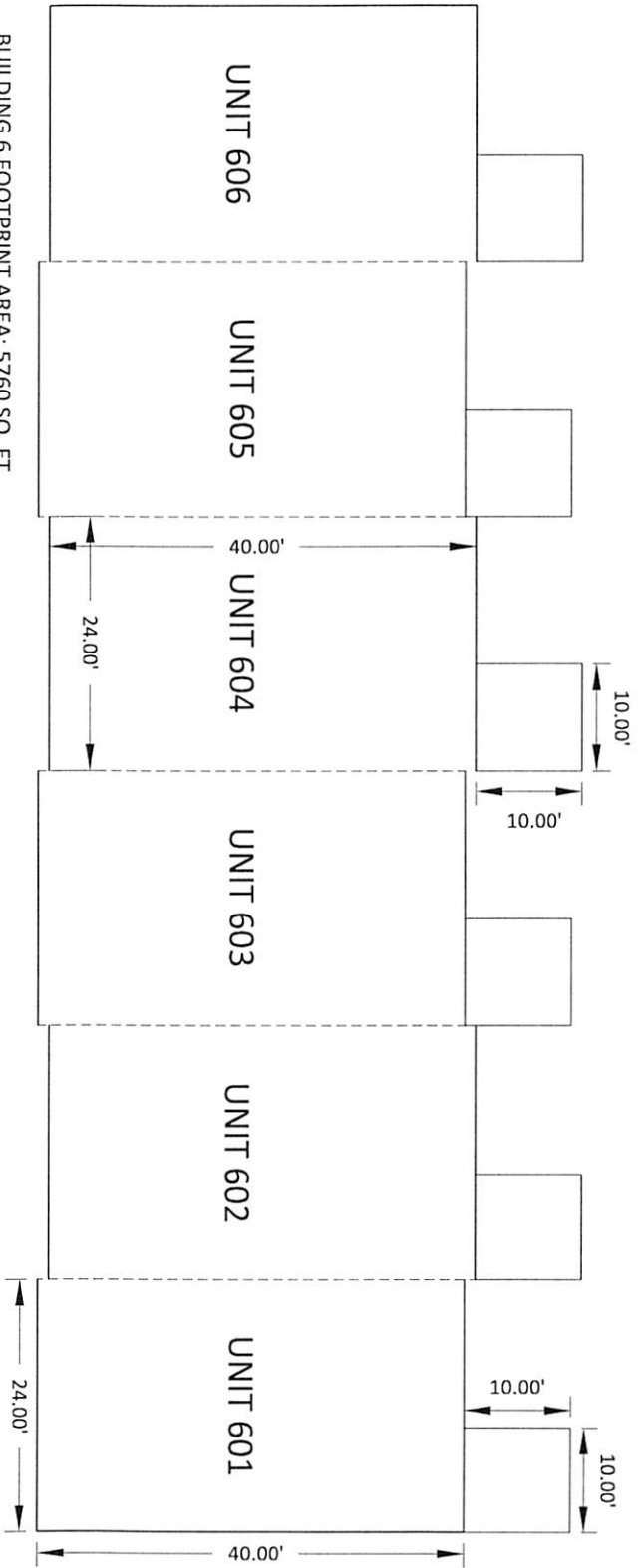


UNIT	ADDRESS	1ST HEATED	2ND HEATED	3RD HEATED	GARAGE	1ST PATIO (UNCOVERED)	2ND PATIO	TOTAL UNDER ROOF
505	505 FLETCHER DRIVE	396.00	915.00	893.00	583.00	100.00	79.00	2787.00
504	504 FLETCHER DRIVE	396.00	915.00	893.00	583.00	100.00	79.00	2787.00
503	503 FLETCHER DRIVE	396.00	915.00	893.00	583.00	100.00	79.00	2787.00
502	502 FLETCHER DRIVE	396.00	915.00	893.00	583.00	100.00	79.00	2787.00
501	501 FLETCHER DRIVE	396.00	915.00	893.00	583.00	100.00	79.00	2787.00



EXHIBIT A-5
 JACKSON TOWNHOMES
 CITY OF HENDERSONVILLE
 NOT TO SCALE
 PAGE 5 OF 9

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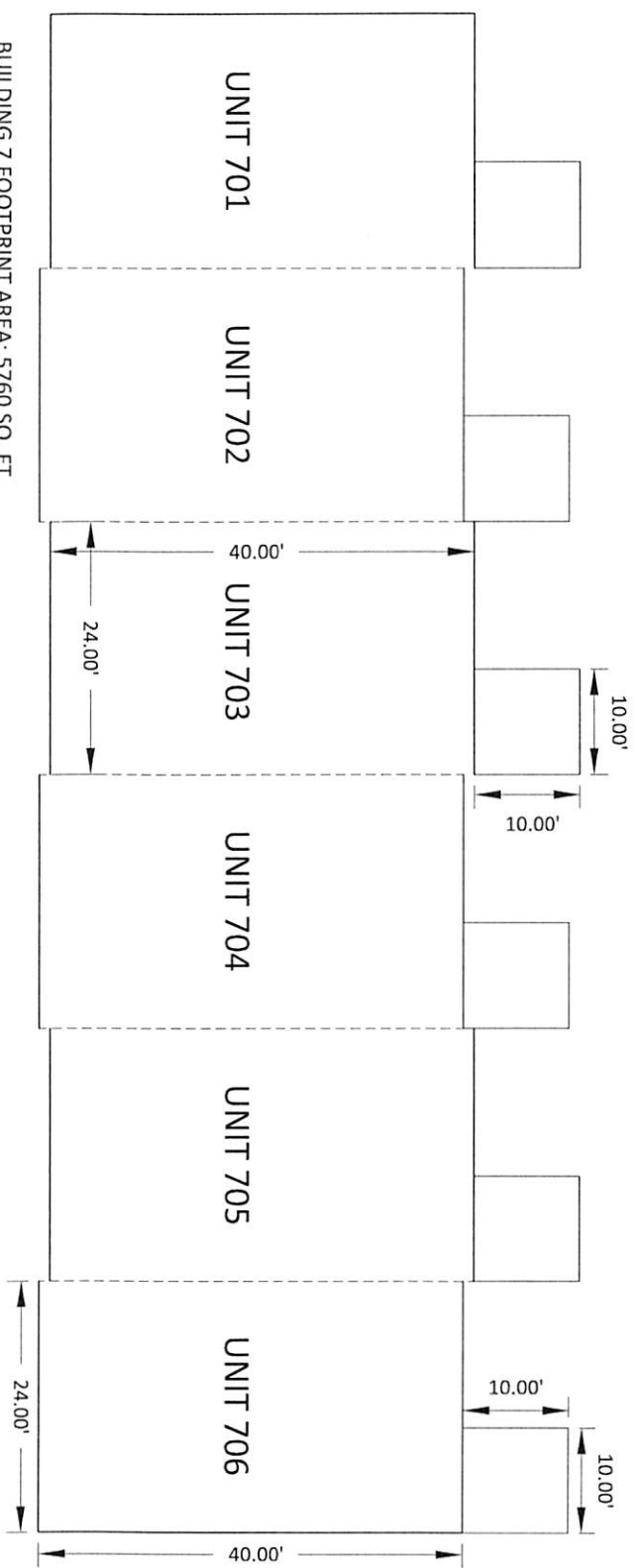


UNIT	ADDRESS	1ST HEATED	2ND HEATED	3RD HEATED	GARAGE	1ST PATIO (UNCOVERED)	2ND PATIO	TOTAL UNDER ROOF
606	606 FLETCHER DRIVE	396.00	915.00	893.00	583.00	100.00	79.00	2787.00
605	605 FLETCHER DRIVE	396.00	915.00	893.00	583.00	100.00	79.00	2787.00
604	604 FLETCHER DRIVE	396.00	915.00	893.00	583.00	100.00	79.00	2787.00
603	603 FLETCHER DRIVE	396.00	915.00	893.00	583.00	100.00	79.00	2787.00
602	602 FLETCHER DRIVE	396.00	915.00	893.00	583.00	100.00	79.00	2787.00
601	601 FLETCHER DRIVE	396.00	915.00	893.00	583.00	100.00	79.00	2787.00



EXHIBIT A-6
 JACKSON TOWNHOMES
 CITY OF HENDERSONVILLE
 NOT TO SCALE
 PAGE 6 OF 9

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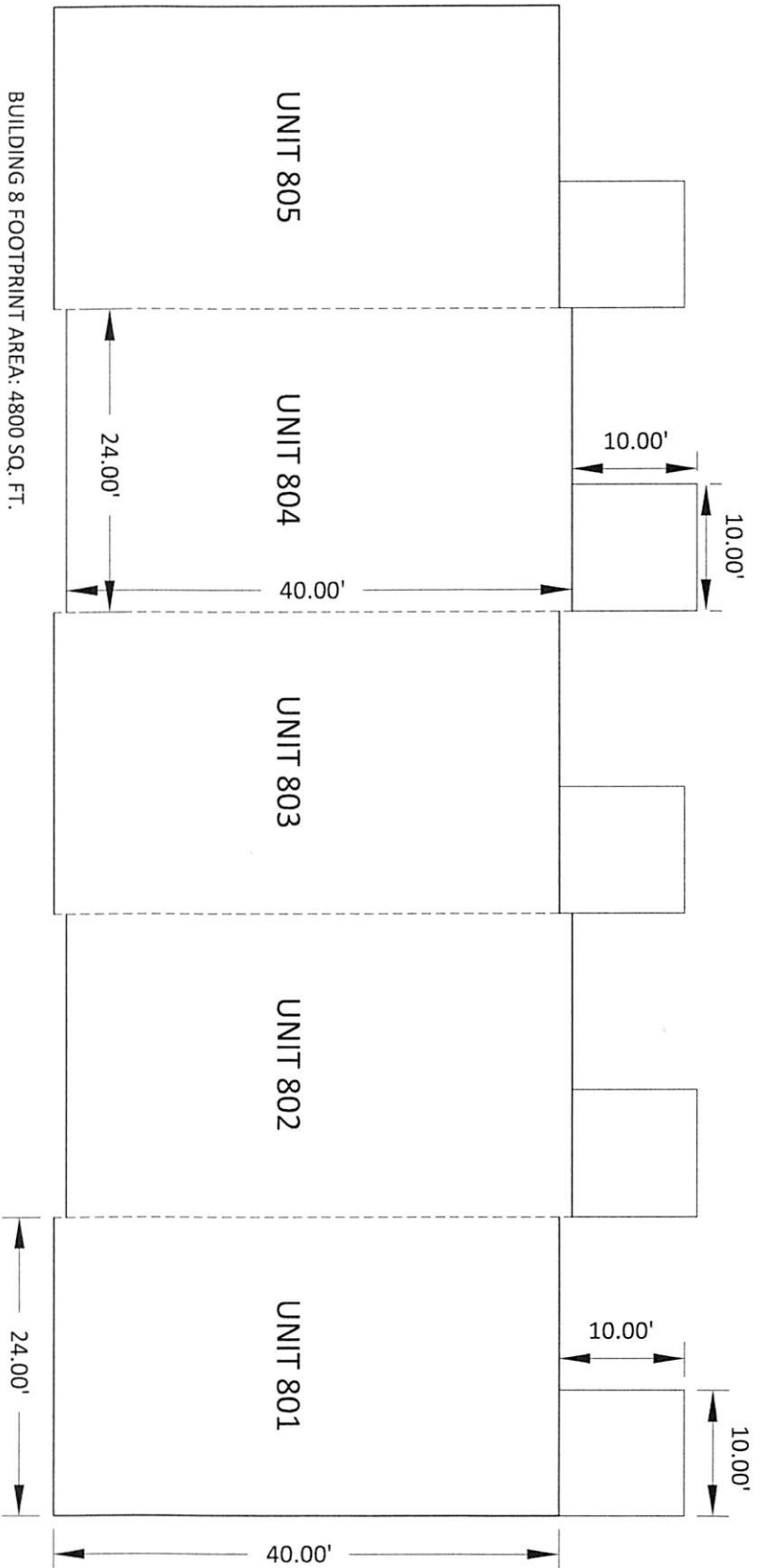
BUILDING 7 FOOTPRINT AREA: 5760 SQ. FT.

UNIT	ADDRESS	1ST HEATED	2ND HEATED	3RD HEATED	GARAGE	1ST PATIO (UNCOVERED)	2ND PATIO	TOTAL UNDER ROOF
701	701 FLETCHER DRIVE	396.00	915.00	893.00	583.00	100.00	79.00	2787.00
702	702 FLETCHER DRIVE	396.00	915.00	893.00	583.00	100.00	79.00	2787.00
703	703 FLETCHER DRIVE	396.00	915.00	893.00	583.00	100.00	79.00	2787.00
704	704 FLETCHER DRIVE	396.00	915.00	893.00	583.00	100.00	79.00	2787.00
705	705 FLETCHER DRIVE	396.00	915.00	893.00	583.00	100.00	79.00	2787.00
706	706 FLETCHER DRIVE	396.00	915.00	893.00	583.00	100.00	79.00	2787.00



EXHIBIT A-7
 JACKSON TOWNHOMES
 CITY OF HENDERSONVILLE
 NOT TO SCALE
 PAGE 7 OF 9

PATIOS ARE LIMITED
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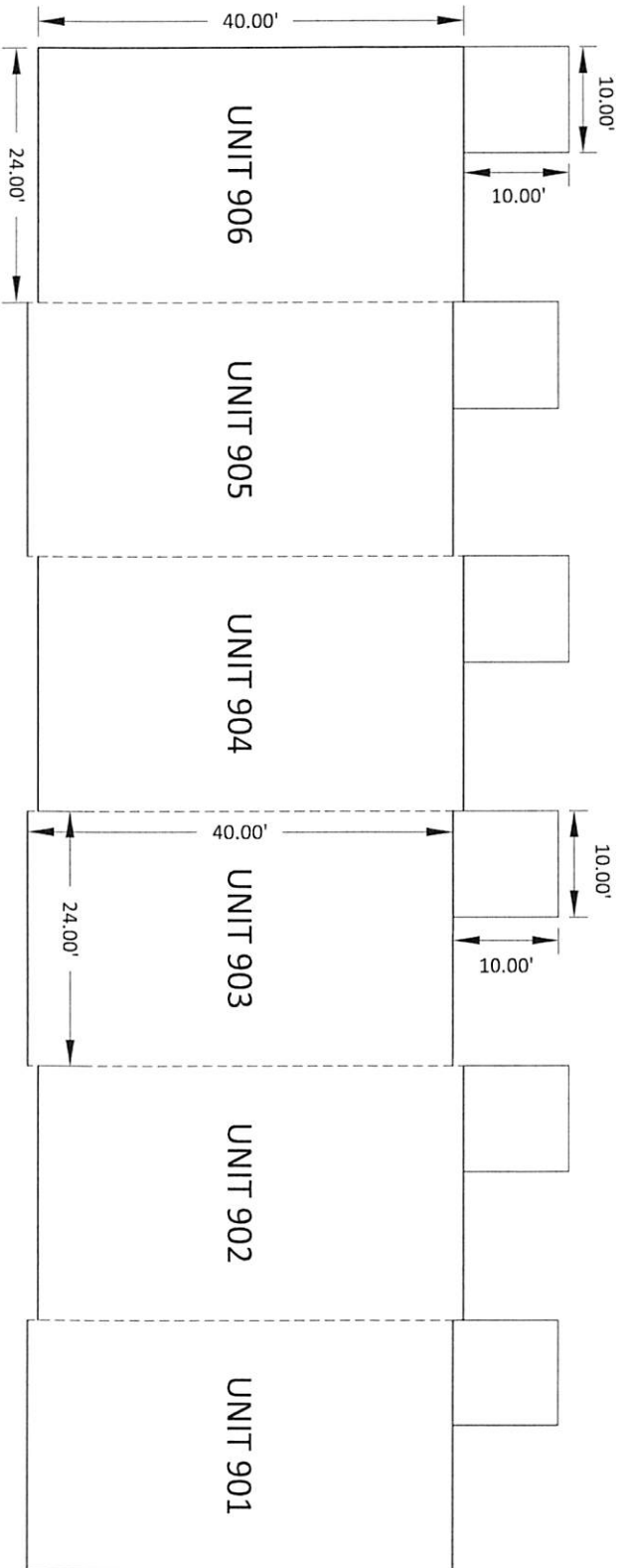


UNIT	ADDRESS	1ST HEATED	2ND HEATED	3RD HEATED	GARAGE	1ST PATIO (UNCOVERED)	2ND PATIO	TOTAL UNDER ROOF
805	805 JUNIPER COURT	396.00	915.00	893.00	583.00	100.00	79.00	2787.00
804	804 JUNIPER COURT	396.00	915.00	893.00	583.00	100.00	79.00	2787.00
803	803 JUNIPER COURT	396.00	915.00	893.00	583.00	100.00	79.00	2787.00
802	802 JUNIPER COURT	396.00	915.00	893.00	583.00	100.00	79.00	2787.00
801	801 JUNIPER COURT	396.00	915.00	893.00	583.00	100.00	79.00	2787.00



EXHIBIT A-8
JACKSON TOWNHOMES
CITY OF HENDERSONVILLE
NOT TO SCALE
PAGE 8 OF 9

PATIOS ARE LIMITED
COMMON ELEMENTS AS
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BUILDING 9 FOOTPRINT AREA: 5760 SQ. FT.

UNIT	ADDRESS	1ST HEATED	2ND HEATED	3RD HEATED	GARAGE	1ST PATIO (UNCOVERED)	2ND PATIO	TOTAL UNDER ROOF
906	906 JUNIPER COURT	396.00	915.00	893.00	583.00	100.00	79.00	2787.00
905	905 JUNIPER COURT	396.00	915.00	893.00	583.00	100.00	79.00	2787.00
904	904 JUNIPER COURT	396.00	915.00	893.00	583.00	100.00	79.00	2787.00
903	903 JUNIPER COURT	396.00	915.00	893.00	583.00	100.00	79.00	2787.00
902	902 JUNIPER COURT	396.00	915.00	893.00	583.00	100.00	79.00	2787.00
901	901 JUNIPER COURT	396.00	915.00	893.00	583.00	100.00	79.00	2787.00



EXHIBIT A-9
 JACKSON TOWNHOMES
 CITY OF HENDERSONVILLE
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 PAGE 9 OF 9

PATIOS ARE LIMITED
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**BYLAWS
OF JACKSON VILLAGE
TOWNHOMES OWNERS ASSOCIATION, INC.**

ARTICLE 1

DEFINITIONS

The following words, when used herein, shall have the following meanings:

“Association” shall mean Jackson Village Townhomes Owners Association, Inc., a Tennessee nonprofit corporation, its successors and assigns, which has as its Members all Owners of Units in the Property.

“Board of Directors” shall mean the Board of Directors of the Association as described in Article IV hereof.

“Charter” shall mean the Charter of the Association as filed with the Office of the Secretary of State for Tennessee.

“Declaration” shall mean that certain Declaration of Covenants, Conditions and Restrictions for Jackson Village Townhomes dated on or about the date hereof (as amended, supplemented and/or modified from time to time).

“Declarant” shall have the meaning given to it in the Declaration.

“Member” shall mean and refer to those persons entitled to membership in the Association as provided in the Declaration.

“Owner” shall have the meaning given to it in the Declaration.

“Unit” shall have the meaning given to it in the Declaration.

“Plan” shall have the meaning given to it in the Declaration.

“Property” shall have the meaning given to it in the Declaration.

ARTICLE II

NAME AND LOCATION

The name of the Association is Jackson Village Townhomes Owners Association, Inc. The principal office of the Association shall be located in the County of Sumner, Tennessee. Meetings of Members and directors may be held at such places within or outside the State of Tennessee as may be designated by the Board of Directors.

ARTICLE III

MEETINGS AND MEMBERS

1. Annual Meetings. The first annual meeting of the Members shall be held within one (1) year from the date the Class B Control Period terminates, and each subsequent regular annual meeting of the Members shall be held within thirty (30) days of the anniversary of the first regular annual meeting each year thereafter. If the date for the annual meeting of the Members is a legal holiday, the meeting will be held on the first day following which is not a legal holiday.

2. Special Meetings. Following the Class B Control Period, special meetings of the Members may be called, at any time, by the president or by the Board of Directors, or upon written request of the Members who are entitled to vote two-thirds (2/3rds) of all the votes of the membership.

3. Notice of Meetings. Written notice of each meeting of the Members shall be given by, or at the discretion of, the secretary or person authorized to call the meeting, by mailing a copy of such notice, postage prepaid, at least twenty (20) calendar days before such meeting to each Member entitled to vote at the meeting, addressed to the Member's address last appearing on the books of the Association, or supplied by such Member to the Association for the purpose of notice. Such notice shall specify the place, day and hour of the meeting, and in the case of a special meeting, the purpose of the meeting.

4. Quorum. The presence at the meeting of Members entitled to cast, or of proxies entitled to cast, twenty-five percent (25%) of the votes of the membership shall constitute a quorum for any action, except as otherwise provided in the Charter, the Declaration or these Bylaws. If, however, such quorum shall not be present or represented at any meeting, the Members entitled to vote at the meeting shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum as aforesaid shall be present or be represented.

5. Proxies. At all meetings of Members, each Member may vote in person or by proxy. All proxies shall be in writing and filed with the secretary. Every proxy shall be revocable and shall automatically cease upon conveyance by the Member of his Unit.

ARTICLE IV

BOARD OF DIRECTORS

1. Number. The affairs of the Association shall be managed by a Board of Directors. The initial Board of Directors of the Association shall consist of three (3) persons, who need not be Members of the Association, who shall be appointed by Declarant and who shall serve until the Class B Control Period terminates. After the Class B Control Period terminates, the Board of Directors shall consist of five (5) directors, who shall be Members of the Association.

2. Term of Office. Two (2) directors for a term of one (1) year, two (2) directors for a term of two (2) years and one (1) director for a term of three (3) years. Thereafter, directors shall be elected for a term of one (1) year for the vacancies that are to be filled.

3. Removal. Any director may be removed from the Board, with or without cause, by a majority vote of the Members of the Association, after the Class B Control Period terminates. In the event of death, resignation or removal of a director, his successor shall be selected by the remaining Members of the Board, or in the case of the Class B Board, by Declarant, and shall serve for the unexpired term of his predecessor.

4. Compensation. No director shall receive compensation from any service he may render to the Association. However, any director may be reimbursed for his actual expenses incurred in the performance of his duties.

5. Action Taken Without a Meeting. The directors shall have the right to take any action in the absence of a meeting, which they could take at a meeting by obtaining the written approval of all the directors. Any action so approved shall have the same effect as though taken at a meeting of the directors. Declarant can take any action in the absence of a meeting or approval of the Members during the period in which it has the sole and exclusive right to appoint and remove directors.

ARTICLE V

NOMINATION AND ELECTION OF DIRECTORS

1. Nomination. After the Class B Control Period terminates, a Nominating Committee shall make nomination for election to the Board of Directors. Nominations may also be made from the floor at the annual meeting. The Nominating Committee shall consist of a Chairman who shall be a member of the Board of Directors and two or more Members of the Association. The Nominating Committee shall be appointed by the Board of Directors prior to each annual meeting of the Members, to serve from the close of such annual meeting until the close of the next annual meeting and such appointment shall be announced at each annual meeting. The Nominating Committee shall make as many nominations for election to the Board of Directors as it shall in its discretion determine, but not less than the number of vacancies that are to be filled.

2. Election. After the Class B Control Period terminates, election to the Board of Directors shall be by secret written ballot. At such election, the members or their proxies may cast, in respect to each vacancy, as many votes as they are entitled to exercise under the provisions of the Declaration. The persons receiving the most votes shall be elected. Cumulative voting is not permitted.

ARTICLE VI

MEETING OF DIRECTORS

1. Regular Meetings. Regular meetings of the Board of Directors shall be held at intervals established by the Board without notice, at such place and hour as may be fixed from time to time by resolution of the Board. Should said meeting fall upon a legal holiday, then that meeting shall be held at the same time on the next day which is not a legal holiday. The Board shall meet at least quarterly.

2. Special Meetings. Special meetings of the Board of Directors shall be held when called by the president of the Association, or by any two directors, after not less than three (3) business days' notice to each director.

3. Quorum. A majority of the number of directors shall constitute a quorum for the transaction of business. Every act or decision done or made by a majority of the directors present at a duly-held meeting at which a quorum is present shall be regarded as the act of the Board.

ARTICLE VII

POWERS AND DUTIES

1. Powers. The Board of Directors shall have power to:

(a) Adopt and publish rules and regulations governing the use of the real property and improvements charged to the Association in the Declaration;

(b) Suspend the voting rights of a Member during any period in which such Member shall be in default in the payment of any assessment levied by the Association. Such rights may also be suspended after notice and hearing, for a period not to exceed sixty (60) days for infraction of published rules and regulations;

(c) Exercise for the Association all powers, duties and authority vested in or delegated to this Association and not reserved to the membership by other provisions of these Bylaws, the Charter or the Declaration;

(d) Declare the office of a member of the Board of Directors to be vacant in the event such member shall be absent from three (3) consecutive regular meetings of the Board of Directors.

(e) Employ a manager, an independent contractor, or such other employees as they deem necessary, and to prescribe their duties.

2. Duties. It shall be the duty of the Board of Directors to:

(a) Cause to be kept a complete record of all its acts and corporate affairs and to present a statement thereof to the Members at the annual meeting of the Members, or at any special meeting when such statement is requested in writing by two-thirds (2/3rds) of the Members who are entitled to vote.

(b) Supervise all officers, agents and employees of the Association, and to see that their duties are properly performed;

(c) As more fully provided in the Declaration, to:

i. Fix the amount of the assessments against each Unit at least thirty (30) days in advance of each assessment period; and

ii. Send written notice of each assessment to every Owner subject thereto at least thirty (30) days in advance of each assessment period; and

iii. Foreclose the lien against any property for which assessments are not paid within thirty (30) days after due date or to bring an action at law against the Owner personally obligated to pay the same.

(d) Issue, or to come an appropriate officer to issue, upon demand by any person, a certificate setting forth whether any assessment has been paid. A reasonable charge may be made by the Board for the issuance of these certificates. If a certificate states an assessment has been paid, such certificate shall be conclusive evidence of such payment;

(e) Procure and maintain adequate liability, hazard, and other insurance on property owned by the Association;

(f) Cause all officers or employees having fiscal responsibilities to be bonded, as required by the Declaration;

(g) Cause the real property and improvements charged to the Association in the Declaration to be maintained.

ARTICLE VIII

OFFICERS AND THEIR DUTIES

1. Enumeration of Officers. The officers of this Association shall be a president and vice-president, who shall at all times be members of the Board of Directors, a secretary, and a treasurer, and such other officers as the Board may from time to time by resolution create.

2. Election of Officers. The election of officers shall take place at the first meeting of the Board of Directors.

3. Term. The officers of the Association shall be elected annually by the Board and each shall hold office for one (1) year unless he shall sooner resign, or shall be removed, or otherwise disqualified to serve.

4. Special Appointments. The Board may elect such other officers as the affairs of the Association may require each of whom shall hold office for such period, have such authority, and perform such duties as the Board may, from time to time, determine.

5. Resignation and Removal. Any officer may be removed from office with or without cause by the Board. Any officer may resign at any time by giving written notice to the Board, the president or the secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

6. Vacancies. A vacancy in any office may be filled by appointment by the Board. The officer appointed to such vacancy shall serve for the remainder of the term of the officer he replaces.

7. Multiple offices. The offices of secretary and treasurer may be held by the same person. No person shall simultaneously hold more than one of any of the other offices except in the case of special offices created pursuant to Section 4 of this Article.

8. Duties. The duties of the officers are as follows:

(a) President. The president shall preside at all meetings of the Board of Directors; shall see that orders and resolutions of the Board are carried out; shall sign all leases, mortgages, deeds and other written instruments.

(b) Vice-President. The vice-president shall act in the place and stead of the president in the event of his absence, inability or refusal to act, and shall exercise and discharge such other duties as may be required of him by the Board.

(c) Secretary. The secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board and the Members; serve notice of meetings of the Board and of the Members; keep appropriate current records showing the Members of the Association together with their addresses, and shall perform such other duties as required by the Board.

(d) Treasurer. The treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and shall disburse such funds as directed by resolution of the Board of Directors; shall sign all checks and promissory notes of the Association; keep proper books of account; cause an annual audit of the Association's books to be made by a public accountant at the completion of each fiscal year; and shall

prepare an annual budget and a statement of income and expenditures to be presented to the membership at its regular annual meeting, and deliver a copy of each to the Members.

ARTICLE IX

COMMITTEES

The Association shall appoint a Nominating Committee, as provided in these Bylaws. In addition, the Board of Directors shall appoint other committees as deemed appropriate in carrying out its purpose.

ARTICLE X

BOOKS AND RECORDS

The books, records, papers of the Association and the Declaration, Charter and Bylaws shall be available for inspection by any Member or to the holder, guarantor or insurer of any first mortgage in the principal office of the Association, during normal business hours where copies may be purchased at reasonable costs.

ARTICLE XI

ASSESSMENTS

As more fully provided in the Declaration, each Member is obligated to pay to the Association annual and special assessments which are secured by a continuing lien upon the property against which the assessment is made. Any assessments which are not paid when due shall be delinquent. If the assessment is not paid within ten (10) calendar days after the due date, the assessment shall be subject to a late charge in an amount established by the Board of Directors and shall bear interest from the date of delinquency at the maximum rate allowed by applicable law. The Association may bring an action at law against the Owner personally obligated to pay the same or foreclose the lien against the Unit, and interest, costs, and reasonable attorneys' fees of any such action shall be added to the amount of such assessment. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the real property and improvements discussed in the Declaration or abandonment of his Unit.

ARTICLE XII

AMENDMENTS

1. These Bylaws may be amended, at a regular or special meeting of the Members, by a vote of seventy-five (75%) percent of the Members, only after the Class B Control Period terminates. The Declarant may unilaterally amend these Bylaws during the Class B Control Period.

2. In the case of any conflict between the Charter and these Bylaws, the Charter shall control; and in the case of any conflict between the Declaration and these Bylaws, the Declaration shall control.

ARTICLE XIII

MISCELLANEOUS

1. The fiscal year of the Association shall begin on the first day of January and end on the 31st day of December of every year, except that the first fiscal year shall begin on the date of incorporation.

2. Except as may be modified by the Board of Directors, *Robert's Rules of Order* (current edition) shall govern the conduct of the Association's proceedings when not in conflict with Tennessee law, the Charter, the Declaration or these Bylaws.

10 IN WITNESS WHEREOF, Declarant has set its duly-authorized signature below, this day of January, 2024.

DECLARANT:

PBK PROPERTIES, LLC

By:  _____
Brett Kirchofer, Manager

EXHIBIT D

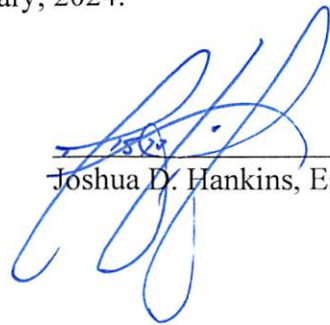
ATTORNEY'S CERTIFICATE

This document is intended to serve as the attorney's opinion which is required under the terms of Tennessee Code Annotated § 66-27-103. The undersigned, Joshua D. Hankins, an attorney licensed to practice law in the State of Tennessee, hereby declares (i) that Declarant, PBK Properties, LLC, has indicated that all improvements shall be in substantial compliance with local building codes, and (ii) that upon proper recording of this certificate and the following additional documents, all legal requirements for the creation of a planned unit development under the terms of the Tennessee Horizontal Property Act, Tennessee Code Annotated § 66-27-103(b), have been met:

1. Declaration of Covenants, Conditions and Restrictions for Jackson Village Townhomes (A Horizontal Property Regime with Private Elements);
2. Charter of Jackson Village Townhomes Owners Association, Inc.;
3. Bylaws of Jackson Village Townhomes Owners Association, Inc.; and
4. Plan for Jackson Village Townhomes, a Horizontal Property Regime, which plan shows private elements.

Jackson Village Townhomes Owners Association, Inc. is a Tennessee nonprofit corporation formed to manage any common elements of the development that are not assigned on Exhibit B to the Unit Owners to maintain.

Witness my hand this 10 day of January, 2024.



Joshua D. Hankins, Esq.