



**TOWN OF ASHLAND CITY**  
**Planning Commission Meeting**  
**May 04, 2020 5:30 PM**  
**Agenda**

**Chairwoman:** Melody Sleeper

**Committee Members:** Steve Allen, Justin Bell, Lisa Walker, Alberto Santacruz, Steven Stratton, Hadley Williams

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**CALL TO ORDER**

**ROLL CALL**

**APPROVAL OF AGENDA**

**APPROVAL OF MINUTES**

- [1.](#) Planning Commission Meeting Minutes 3-3-2020

**PUBLIC FORUM**

**OLD BUSINESS**

- [2.](#) Ordinance: Rezone Map 64 Parcel 11.01- Highway 12 South and Caldwell Road

**NEW BUSINESS**

- [3.](#) Final Plat Approval: Eleanor Village
- [4.](#) Final Plat Approval: Arbor Row

**OTHER**

**ADJOURNMENT**

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*Those with disabilities who require certain accommodations in order to allow them to observe and/or participate in this meeting, or who have questions regarding the accessibility of the meeting, should contact the ADA Coordinator at 615-792-6455, M-F 8:00 AM – 4:00 PM. The town will make reasonable accommodations for those persons.*



**TOWN OF ASHLAND CITY**  
**Planning Commission Meeting**  
**March 02, 2020 5:30 PM**  
**Minutes**

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**CALL TO ORDER**

Chairwoman Sleeper called the meeting to order at 5:30 p.m. and declared a quorum.

**ROLL CALL**

PRESENT

Chairwoman Melody Sleeper

Committee Member Justin Bell (came in late during the Skyview Drive discussion)

Committee Member Alberto Santacruz

Committee Member Steven Stratton

Committee Member Hadley Williams

Committee Member Lisa Walker

ABSENT

Mayor Steve Allen

**APPROVAL OF AGENDA**

A motion was made by Committee Member Stratton, seconded by Committee Member Williams, to approve the agenda. All approved by voice vote.

**APPROVAL OF MINUTES**

1. Planning Commission Meeting 2-3-2020

A motion was made by Committee Member Walker, seconded by Committee Member Stratton, to approve the council meeting minutes as written. All approved by voice vote.

**PUBLIC FORUM**

None.

**NEW BUSINESS**

2. Skyview Drive Subdivision Plat Approval Phase II

Mr. Calvin Bell stepped forward and stated he is the contractor for this development. Mr. Rick Gregory stated this is a nine (9) lot addition to a previously approved subdivision on Skyview Drive. Further, when this was first proposed there was a street extension proposed and this will do away with the addition. Mr. Gregory stated he found a few things that need to be addressed by the surveyor such as identifying the fire hydrants and size of the water and sewer lines, but other than that it looks good. Committee Member Bell came in at this time. Committee Member Stratton questioned if this subdivision is at the end of Skyview Drive. Mr. Bell confirmed it is and he has a contract to continue down to Annette Drive. Mr. Bell stated he was going to develop the property with the four (4) acre lot, but he has done away with that and will just be putting a house on this property. Chairwoman Sleeper stated they have presented everything they need and just need the additions recommended by City Planner Rick Gregory. A motion was made by Committee Member Stratton, seconded by Committee Member Walker, to approve the changes to the subdivision with the additions requested by Mr. Gregory. Voting Yea: Chairwoman Sleeper, Committee Member Santacruz, Committee Member Stratton, Committee Member Williams, Committee Member Walker, and Committee Member Bell.

3. Final Plat Approval: Existing Subdivision: Arbor Loop

Aston Hutchinson stepped forward and stated he is the engineer with Regal Homes. Mr. Gregory stated he had just a couple of things by adding the distance bearing to the intersection

and by changing the name of the road on the map to Apricot Way. A motion was made by Committee Member Walker, seconded by Committee Member Bell, to approve the changes with the corrections recommended by City Planner Mr. Gregory. Voting Yea: Chairwoman Sleeper, Committee Member Santacruz, Committee Member Stratton, Committee Member Williams, Committee Member Walker, and Committee Member Bell.

## **OLD BUSINESS**

### **4. Landscape Ordinance Review**

Mr. Gregory discussed the Design Review Manual and Landscaping Ordinance having some conflicting verbiage and definitive language. Mr. Gregory then discussed several changes and conflicting issues within the ordinance and manual. He further discussed the plants listed in the ordinance and why some of the ones listed are not good to have specified in the ordinance for various reasons. He suggested to instead of having allowable trees listed to list those that are not allowed or are invasive. Mr. Gregory stated he would like for the committee to do is to decide if they would like to clean up what is currently in place or to start fresh. Committee Member Stratton questioned if this is commercial only. Mr. Gregory stated this is for commercial and industrial. Mr. Gregory stated we can require some landscaping for residential, but we currently do not have that requirement. Mr. Gregory stated on the residential requirements the developer, who is setting the design, will not be the one putting in the landscaping it will be the contractor. Committee Member Stratton stated some of these newer homes are a muddy mess as they do not have landscaping and he would love to see this being a requirement in Ashland City. Mr. Gregory questioned how involved this plan will need to be and discussed sod, trees and plants requirements in the front yard versus the back yard. He further stated he would keep it as simple and easy as possible so that its easy for anyone to understand. Committee Member Stratton stated he would like to keep it simple to administer, but would like to get it started. Mr. Gregory stated he would do some research and see what other cities or towns are doing to present to the committee.

## **OTHER**

Mr. Gregory handed out some drawings from TDOT's website showing the traffic stations and the average annual daily traffic counts. He further reviewed some of the counts with the committee. He stated he thought it was interesting and felt the committee would like to see these numbers. Mr. Jason McClain introduced Mr. Justin Short as the new Codes Enforcement Officer for the city. He stated Mr. Short has been working in the city for some time and moved to Codes from the Water Department.

## **ADJOURNMENT**

A motion was made by Committee Member Williams, seconded by Committee Member Stratton, to adjourn the meeting. All approved by voice vote and the meeting adjourned at 6:15 p.m.

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CHAIRWOMAN MELODY SLEEPER

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CITY RECORDER KELLIE REED, CMFO, CMC

**ORDINANCE NO.**

**AN ORDINANCE TO AMEND THE OFFICIAL ZONING MAP OF THE TOWN OF ASHLAND CITY, TENNESSEE, BY REZONING PARCEL 11.01 OF CHEATHAM COUNTY TAX MAP 64, LOCATED ON HIGHWAY 12 SOUTH AND CALDWELL ROAD**

**WHEREAS**, the Town of Ashland City has recognized the need to reclassify certain parcels located within its corporate limits to a zoning district classification more appropriate to the existing land use and the surrounding area in an effort to promote and protect the health, safety, morals, convenience, order, prosperity, and other aspects of general welfare; and

**WHEREAS**, a request has been made to the Ashland City Municipal-Regional Planning Commission to rezone said properties; and

**WHEREAS**, the Ashland City Municipal-Regional Planning Commission has reviewed and recommended to the Town Council that the Official Zoning Map, be amended as hereinafter described; and

**NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE TOWN OF ASHLAND CITY, TENNESSEE:**

*SECTION 1.* Pursuant to provisions of Sections 13-7-201 to 13-7-204, Tennessee Code Annotated, the property described herein is rezoned as follows:

The property included on Tax Map 64, Parcel 011.01, located on Highway 12 South and Caldwell Road rezoned from R-1 (Low-Density Residential) zoning district to the PO-PUD (Professional Office- Planned Unit Development) district, as taken from the records of the Assessor of Property of Cheatham County, Tennessee as of May 2020.

This area to be zoned PO-PUD is marked with a red "X" and shown on the map below.

*SECTION 2.* This ordinance shall be effective 20 days after its final passage, the public welfare requiring it.

Recommended by Ashland City Municipal-Regional Planning Commission regularly called meeting on February 3, 2020.

First Reading

Second Reading

Public Hearing

Public Hearing Advertisement

ATTEST:

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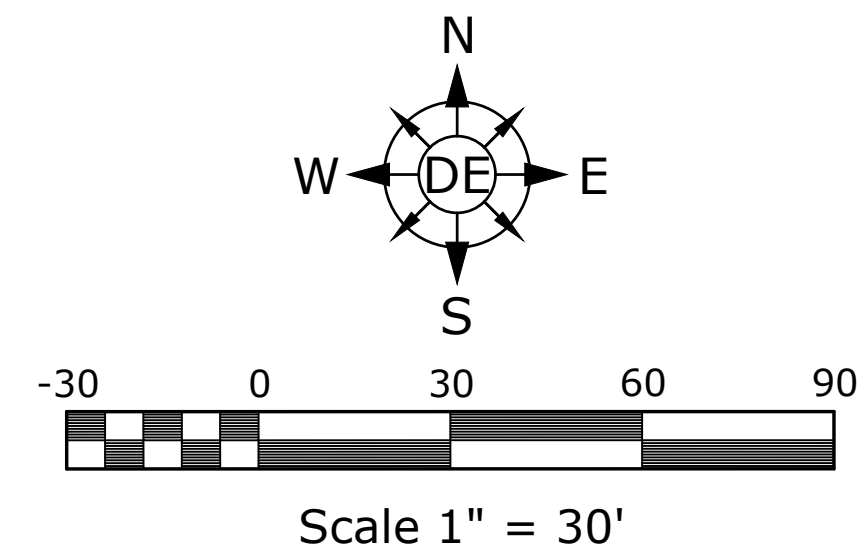
Mayor Steve Allen

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City Recorder Kellie Reed CMFO, CMC







Revisions:

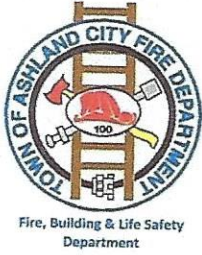
Date: December 31, 2019

# Highway 12 & Caldwell Road

Tax Map 11.01, Parcels 64  
Ashland City, Cheatham County, Tennessee

Option C  
Multi-Tenant  
Office  
Building





# Ashland City Fire, Building & Life Safety Department

101 Court Street  
Ashland City TN 37015

Fire & Life Safety: (615) 792-4531 – Building Codes (615) 792-6455

## Application for Reclassification of Property Under the Zoning Ordinance

**Application Fee: \$100.00**

Application is hereby made to the Mayor and City Council, which first must be reviewed by the City Planning Commission, to reclassify the property described below now in a R1 - C1 district.

DESCRIPTION OF PROPERTY (Attach Map): Map 64 Parcel 11.01  
2.47 Acres with 2600 LF of Hwy 12 Frontage  
and 400 LF of Caldwell Rd Frontage + Access

REASON FOR RECLASSIFICATION REQUEST Construction Equipment Rental Services

Address: \_\_\_\_\_

### NOTE:

1. All applications for rezoning must be turned into City Hall no later than thirty (30) days prior to the upcoming planning commission meeting, if they are to be entertained at said meeting.
2. An accurate graphic plat prepared and stamped by a registered design professional and a legal description of property to be rezoned must be submitted to the Building Official prior to consideration by the City Commissioners. In certain circumstances (i.e. large annexation requests having irregular boundaries) these legal descriptions must be submitted prior to planning commission consideration.
3. The applicant will submit the names and addresses of all owners of adjacent property within 1,000 feet. The applicant must also submit a map showing the property within 200 feet of said property.

[Handwritten Signature]  
Applicant Signature

10-31-19  
Date

B. Use Listing

Funeral and Crematory Services (Undertaking Services)  
Catering Services  
Clothing Repair and Rental  
Photographic Studios  
Hat Cleaning Shops  
Special Training and Schooling Services:  
    Art and Music Schools  
    Barber and Beauty Schools  
    Dancing Schools  
    Driving Schools  
    Athletic Clubs

2.036.14 ACTIVITY TYPE - GENERAL RETAIL TRADE

A. Intent and Limitations

This grouping includes the retail sales or rental from the premises, primarily for personal or household use, of goods and/or services; but excluding goods and services listed under other activity types.

B. Use Listing

Antique and Second Hand Merchandise Stores  
Automotive Parts (No Exterior Storage)  
Book and Stationery Stores  
Camera Stores  
Children's and Infant's Stores  
Department Stores  
Drapery, Curtain, and Upholstery Stores  
Family Clothing Stores  
Floor Covering Stores  
Florists  
Furniture Stores  
Furriers and Fur Shops  
Gift Shops  
Grocery Stores  
Hardware Stores  
Hobby, Toy, and Game Stores  
Household Appliance Stores  
Jewelry Stores  
Luggage Shops  
Men's and Boy's Clothing and Furnishing Stores  
Miscellaneous Apparel and Accessory Stores:  
    Bathing Suit Stores  
    Custom Tailors  
    Shirt Shops  
    Sports Apparel Stores  
    Uniform Stores  
Miscellaneous General Merchandise Stores:  
    Direct Selling Organizations  
    Mail Order Houses



Miscellaneous Home Furnishings Stores:

- Bedding and Linen Stores
- Cookware Stores
- Cutlery Stores
- Glassware and China Shops
- Lamp and Shade Shops
- Paint and Wallpaper Stores

- Music Stores
- News Stands
- Proprietary Stores
- Radio and Television Stores
- Sewing and Piece Goods Stores
- Shoe Stores
- Sporting Goods Stores
- Tobacco Shops
- Variety Stores
- Women's Accessory and Specialty Stores
- Women's Ready-to-Wear Store

2.036.15 ACTIVITY TYPE - GROUP ASSEMBLY

A. Intent and Limitations

This grouping includes the provisions of cultural, entertainment, educational, and athletic services, other than those classified as Community Facilities, to large groups of assembled spectators and/or participants (500 or more) or that have a substantial potential impact upon adjoining property.

B. Use Listing

- Amusement Parks and Fairgrounds
- Commercial Camp Grounds
- Commercial Resorts
- Commercial Sports Arenas and Playing Fields
- Race Tracks (Auto, Motorcycle, Dog, and Horse)
- Schools for Profit
- Colleges and Universities
- Technical and Trade Schools
- Drag Strips
- Exhibit Show Buildings and Facilities

2.036.16 ACTIVITY TYPE - PROFESSIONAL SERVICES - MEDICAL

A. Intent and Limitations

This grouping is intended to include establishments primarily engaged in providing medical, dental, and other health services to individuals. The grouping does not include services provided at general care facilities located within Community Facilities Health Care.

B. Use Listing

Chiropractors Offices  
Dental Offices and Laboratories  
Medial Laboratories  
Optometrists  
Physicians' Offices and Clinics (Out Patient Services)  
Psychologists and Psychotherapists  
Medical Facilities

2.036.17 ACTIVITY TYPE - PROFESSIONAL SERVICES - NON MEDICAL

A. Intent and limitations

This grouping is intended to include a broad listing of generally recognized professions, other than medicine, which are compatible with one another and tend to exert similar impacts upon their surroundings.

B. Use Listing

Accounting, Auditing, and Bookkeeping Services  
Artists Studios  
Attorneys and Law Offices  
Consulting Scientists  
Educational and Scientific Research Services  
Engineering and Architectural Services  
Songwriters and Music Arrangers  
Urban Planning Services  
Writers and Lecturers

2.036.18 ACTIVITY TYPE - TRANSIENT HABITATION

A. Intent and Limitations

This grouping is intended to include commercial and institutional establishments engaged in furnishing lodging, or lodging and meals on a fee basis.

B. Use Listing

Hotels, Motels  
Tourist Homes or Courts  
Sporting and Recreational Vehicle Camps  
(Commercial Camp Grounds)

2.036.19 ACTIVITY TYPE - VEHICULAR, MARINE CRAFT, AIRCRAFT AND RELATED EQUIPMENT SALES, RENTAL AND DELIVERY

A. Intent and Limitations

This grouping is intended to include the retail dealers selling new or used automobiles, boats, aircraft, recreational vehicles, utility trailers and

5.060. Special overlay district description and purpose. These regulations are designed to promote flexibility in design and permit planned diversification in the location of structures; to promote efficient use of land that will facilitate a more economic arrangement of buildings; circulation systems, land use, and utilities; to preserve as much as possible existing landscape features and utilize them in a harmonious fashion; to encourage the total planning of tracts of land; and to provide a mechanism for the ownership of land, utilities, streets, and facilities in common as well as the maintenance and disposition thereof. **(Added Sections 5.060-5.100, by Ordinance 303, May 10, 2005)**

Planned Unit Development Overlay Districts may overlay any of the following residential and commercial districts:

R-1	C-1
R-2	C-2
R-3	
R-4	

When a Planned Unit Development Overlay District is proposed, permitted uses and density calculations are taken from the underlying base district. However, minimum lot sizes, yards and other dimensional requirements shall be designated by the regulations of the given planned unit development.

#### 5.070 General Provisions

A. Master Plan Required. No application for PUD Zoning shall be considered unless a master plan meeting the requirements set forth in this ordinance.

B. Ownership and Division of Land. No tract of land may be considered for or approved as a planned development unless such tract is under single ownership. The holder(s) of a written option to purchase, any governmental agency, or a redeveloper under contract shall be considered land owners for purposes of this section. Unless otherwise provided as a condition of approval of a PUD, the landowner of an approved PUD may divide and transfer parts of such development. The transferee shall complete each such unit, and use and maintain it in strict conformance with the adopted final master plan. Prior to the transfer of any section, a subdivision plat shall be filed with the Planning Commission.

C. Relationship to Subdivision Regulations. The uniqueness of each proposal for a planned unit development may require that specifications for the width and surfacing of streets, public ways, public utility right-of-ways, curbs, and other standards be subject to modification from the specifications established in the subdivision regulations adopted by the Planning Commission. Modifications may be incorporated only with the approval of the master plan for a PUD and granted as a variance in the preliminary approval of the subdivision which must be concurrent with the final approval of the master plan by the Planning Commission.

D. Development Period, Staging Schedule. The expeditious construction of any PUD shall be undertaken to assist in the assurance of the full completion of the development in accordance with the approved master plan.

Within one (1) year after the date of approval, actual construction shall have commenced in such development. In the event that construction has not been started, the Planning Commission may conduct a hearing on the review of the PUD and may proceed to cancel or extend such final master plan depending on the circumstances of each case.



The Planning Commission may permit the development to be constructed in stages so that the completion is achieved in a logical manner. The following provisions shall govern the staging schedule:

1. In a residential planned unit development, the ratio of gross floor area of commercial activity to residential activity in the plan as initially approved or amended shall not be exceeded at any given stage of construction.
  2. Each stage be so planned and so related to existing surroundings and available facilities and services that failure to proceed to the subsequent stages will not have an adverse impact on the PUD or its surroundings at any stage of the development.
- E. Common Open Space, and Facilities. Any common open space or public facilities shall be subject to the following provisions:
1. The location, shape, size, and character of common open space shall be reviewed in detail, and it must be used for amenity or recreational purposes. The uses authorized for the common open space must be appropriate to the scale and character of the planned development considering its size, density, expected population, topography, and the number and type of dwellings or structures to be provided.
  2. Common open space just be suitably improved for its intended uses but common open space containing natural features worthy of preservation may be left unimproved. The buildings, structures, and improvements which are permitted in the common open space must be appropriate to the uses which are authorized for common open space and must conserve and enhance the amenities of the common open space with regard to its topography and unimproved condition.
  3. The Planning Commission may require that the landowner provide for and establish and organization for the ownership and maintenance of any common open space and facilities and such organization shall not be dissolved nor shall it dispose of any common open space, by scale or otherwise (except to an organization conceived and established to own and maintain the common open space), without first offering to dedicate the same to an appropriate public agency and said dedication by approved by the Planning Commission. However, the conditions of any transfer shall conform to the adopted final master plan.
  4. In the event that the organization established to own and maintain the common open space, or any successor organization, shall at any time after the establishment of the planned unit development fail to maintain the common open space in reasonable order and condition in accordance with the adopted master plan, the Building Inspector may serve written notice upon such organization an/or the owners or residents of the planned unit development and hold a public hearing. After thirty (30) days when deficiencies of maintenance are not corrected, the Building Inspector shall call upon any public or private agency to maintain the common open space for a period of one (1) year. When the Building Inspector determines that the organization is not prepared for the maintenance of the common open space such agency shall continue maintenance for yearly periods.
  5. The cost of such maintenance by such agency shall be assessed proportionally against the properties within the planned unit development that have a right of enjoyment of the common open space, and shall become a lien on said properties.

6. If the common open space is deeded to a Homeowners' Association, the developer shall file a declaration of covenants and restrictions that will govern the association, to be submitted with the application for preliminary approval. The provisions shall include, but not be limited to the following:
- a. The Homeowners' Association must be set up before the homes are sold.
  - b. Membership must be mandatory for each home buyer and any successive buyer.
  - c. The open space restrictions must be permanent, not just for a period of years.
  - d. The association must be responsible for liability insurance, local taxes, and the maintenance of recreational and other facilities.
  - e. Homeowners must pay their prorata share of the cost and the assessment levied by the association can become a lien on the property.
  - f. The association must be able to adjust the assessment to meet changing needs.
  - g. The Municipal-Regional Planning Commission and the Board may, as a condition of approval in accordance with the master development plan, require that suitable areas for streets, public right-of-ways, schools, parks, or other public areas be set aside, improved, and/or dedicated for public use.

5.080 Administrative procedure. The provisions of this section govern the procedure for approval for all PUDs, as provided herein.

A. Preliminary Approval. Application for preliminary approval shall be made by the landowner of the affected property or his/her authorized agent to the Building Inspector in accordance with such written general rules regarding general procedure, form of application, and required information as the Planning Commission may determine, provided they are not inconsistent herewith. The application for preliminary approval shall be accompanied by:

1. The preliminary master plan for the proposed planned unit development shall be a general concept which shall include such items as the Planning Commission by general rule shall specify in order to disclose:
  - a. The location and size of the area involved;
  - b. Transportation routes including streets, driveways, sidewalks, and pedestrian ways, and off-street parking and loading areas;
  - c. Location and approximate dimensions of structures including approximate height and bulk and the utilization of structures including activities and the number of living units;
  - d. Estimated population and density and extent of activities to be allocated to parts of the project;



- e. Reservation for public uses including schools, parks, and other open spaces;
  - f. Other major landscaping features; and
  - g. The general means of the disposition of sanitary wastes and storm water.
2. A tabulation of the land area to be devoted to various uses and activities and overall densities.
  3. The nature of the landowner's interest in the land proposed to be developed and a written statement or concurrence from all parties having a beneficial interest in the affected property.
  4. The substance of covenants, grants of easements or other restrictions to be imposed upon the use of the land, buildings and structures including proposed easements for public utilities.
  5. A stage development schedule, setting forth when the landowner intends to commence construction and a completion period.
  6. When it is proposed that the final master development plan will be submitted in stages, a schedule of submission thereof.

B. Zoning Amendment. After review of the preliminary master plan, the Planning Commission shall make recommendations on the amendment to the Board reclassifying the proposed PUD to the appropriate planned unit development overlay district. The request for the zoning amendment submitted to the Board will include the recommended preliminary master plan. A zoning amendment to increase density for residential districts will coincide with the zoning request for a planned unit development overlay district. For example, R-1 property may be rezoned to an R-3, PUD Overlay District, in a single action. If the Board approves the amendment, the landowner may submit a final master plan to the Planning Commission, and the Planning Commission is authorized to proceed with all future details of the project.

C. Application for Final Approval. Upon approval of the preliminary master plan and accompanying zone change, the landowner may make application to the Planning Commission for final approval, provided that the proposed master development plan and other elements associated with the planned unit development are in substantial compliance with the substance of the preliminary approval of the Planning Commission. The application shall include all aspects of the preliminary application, the proposed final master development plan, other required drawings, specifications, covenants, easements, and conditions and forms of bond as were set forth by the Planning Commission ordinance of preliminary approval. Copies of all legal documents required for dedication or reservation of group or common open space and/or for the creation of a nonprofit association shall also be submitted. When appropriate, this application shall contain the stated development schedule.

D. Final Approval of Stages. The application for final approval and the final approval by the Planning Commission may be limited to each stage as appropriate in a large planned unit development, in compliance with Section 5.070, D, above.



E. Final Master Development Plan of a Planned Unit Development. The final master plan of a PUD for the entire development, or as submitted in stages if authorized, shall be substantially consistent with the approved preliminary master development plan receiving preliminary approval plus the following:

The location of water, sewerage, and drainage facilities; detailed building and landscaping plans and elevations; character and location of signs; plans for street improvements; and grading and earth moving plans showing existing and proposed topography. The final master development plan shall be sufficiently detailed to indicate fully the ultimate operation and appearance of the development.

F. Amendments to the Planned Unit Development. The terms, conditions, and the final master development plan of a PUD may be changed from time to time by official action of the Planning Commission. Any such amendments must remain in compliance with the appropriate zoning regulations and comply with the following:

The landowner, the residents and/or owners of or in the PUD may apply to the Planning Commission for an amendment to the master development plan. The Planning Commission may approve such amendment so long as the original intent is not abrogated and the change does not in any way damage any part of the PUD nor any adjoining properties. Minor changes in the location, siting, and height of the buildings may be authorized by the Planning Commission if required by engineering or other circumstances of the location not foreseen at the time of final approval. Major changes, as determined by the planning commission, such as changes in use, rearrangement of lots, blocks, or building tracts, provisions for open space, or any other major change must be forwarded to the board after the planning commission has made its recommendations.

G. Subdivision Plat Required. A PUD may be subdivided and sold. When this is to be the case at the time of submission of the final master development plan, a final plat shall also be submitted meeting the requirements for a final plat to be recorded in the office of the Cheatham County Registrar.

When the subdivision includes attached dwellings in either a horizontal or vertical relationship, the final plat shall also contain an "as-built" building and boundary survey showing the complete and accurate dimensions and angles of the boundary of the parcel(s) on which the unit is located. In a vertical relationship (for example a second floor apartment) the plat must contain a datum plane of other suitable location reference. In meeting this requirement, it is necessary that the upper and lower limits of each level of each dwelling unit be identified specifically in relation to the vertical reference.

H. Building Reconstruction. In the event a building is substantially damaged or destroyed by fire or natural disaster, such building may be reconstructed in exact compliance with the approved master development plan. No change in any dimension or location shall be permitted without an official amendment approved by the Planning Commission.

I. Zoning Considerations. When an area is submitted for PUD approval, the Planning Commission in its deliberations shall consider the character of the proposed development in relationship to the surrounding area. No such development shall be approved where the streets providing access cannot handle the additional traffic load nor where the water system is incapable of meeting the fire flow requirements.

The development shall be so planned, designed, and constructed so as to avoid undue traffic congestion in the surrounding area and provide a satisfactory relationship of land use of the PUD with the surrounding area, making use of landscaping, screening, open space, and building placement where required and in keeping with accepted land planning principals.

5.090 RPUD, Residential planned unit development districts

A. Permitted Uses. Within an approved RPUD overlay district, the following uses and their accessory structures shall be taken from the underlying base district.

B. Commercial Activities. In RPUDs of one hundred (100) acres or larger, convenience commercial activities may be permitted to serve the regular recurring needs of the residents, provided that such commercial areas shall not exceed five (5) percent of the total acreage of the RPUD and no individual establishment shall exceed two thousand (2,000) square feet of gross floor area.

All such commercial areas shall meet the following additional requirements:

1. Access from public streets shall be from arterial or collector streets as shown on the most recent major road plan;
2. The building design shall be compatible with the remainder of the RPUD;
3. No outside storage shall be permitted, and trash disposal facilities shall be completely enclosed by walls or materials that compliment all other buildings.
4. Off-street parking areas shall be paved and landscaped. A permanently landscaped front yard shall be maintained at a minimum of fifteen (15) feet wide which shall not be used for parking and with only driveways crossing said yard. Permanently landscaped side and rear yards at least ten (10) feet side shall also be maintained.
5. All signs advertising the nature or names of the businesses shall be constructed flat against the walls of the building and shall not extend above or beyond any wall of the building. One such sign shall be permitted for each business located therein provided further that such sign shall not exceed thirty (30) square feet in size. All signs shall be either nonilluminated or any lighting must be indirect. Portable signs of any kind are prohibited.
6. Any loading service area shall be in the rear of the building.
7. The Planning Commission may attach other landscaping or design requirements as needed in order to protect any adjoining or neighboring uses.

C. Dimensional Requirement. All RPUDs shall comply with the following areas regulations:

1. Minimum Size  
Five (5) acres.



2. Front Yard

- a. There shall be a front yard setback for all buildings of thirty (30) feet.
- b. Where the RPUD fronts on a street with other houses on adjacent properties also fronting on such street which have front yards greater than thirty (30) feet, then no building shall be closer to the street line than the minimum setback established by the existing buildings.

3. Periphery Boundary. All buildings shall maintain a minimum setback from the peripheral boundary of the RPUD of not less than thirty (30) feet.

4. Other Yard Requirements . Within the boundary of the RPUD, no yard requirements are established. The Planning Commission shall specify internal yards as part of the approval of the final master development plan based upon the type of buildings and nature of the RPUD.

5. Lot Area and Frontage. In the case of detached dwellings, no lot shall be approved with an area of less than eight thousand (8,000) square feet and a street frontage of less than seventy-five (75) feet at the building setback line.

6. Maximum Height of Buildings. No building shall exceed three (3) stories or thirty-five (35) feet in height, except as provided in ARTICLE VI, SECTION 6.040.

D. Density of Development. The maximum overall density shall be specified in terms of the number of the dwelling units per gross acres of the acreage of the entire development. The maximum density are taken from the underlying base district and shall be as follows:

**MAXIMUM DENSITY  
(DWELLING UNITS PER GROSS ACRE)**

	RPUD Containing Only Single-Family Detached Dwellings	RPUD Containing Duplex Dwellings	RPUD Containing Multi-Family Dwellings
R-1	2.90	NA	NA
R-2	3.63	NA	NA
R-3	4.35	5.81	8.71
R-4	NA	7.26	14.52

E. Required Improvements. All RPUDs shall comply with the schedule of improvements required in this section.

1. Internal Streets. Within any RPUD, streets may be public or private. Streets may be privately constructed and maintained either by the landowner/developer or deeded to the Homeowners' Associations. Specifications and procedures of the subdivision regulations for a paved street shall apply regardless if the streets are public or private. The following general specifications shall conform to the minimum standards for streets within a Residential PUD:



- a. Curb and gutters are required on all streets.
- b. Minimum pavement widths shall be as follows:
 

Collector Street	22 ft.
Minor Street	20 ft.
One-Way Street or Alley	12 ft.
- c. Dead-end streets shall be avoided when possible, however, when necessary, dead-end streets shall be provided with adequate turn-around.
- d. There shall be a clear delineation between any street (public or private) and parking areas. This can be accomplished by the use of different materials, curbs or other physical separations as appropriate.

2. Off-Street Parking. All automobile storage areas shall be off-street with a minimum of two (2) spaces per dwelling unit. All off-street parking areas shall be paved, marked, and landscaped. Large expanses of pavement shall not be permitted to dominate a site, and the Planning Commission may require a variety of design and landscaping techniques to achieve this. Parking for other buildings shall be defined in Section 4.010, of this ordinance.

3. Sidewalks. Sidewalks are required on at least one side of all streets within RPUDs except for alleys. Sidewalks shall be set back a minimum of five (5) feet behind the street curbs. Sidewalks shall be a minimum of five (5) feet wide and be constructed of concrete, brick, textured pavers, or a combination of these materials, and shall be raised above the adjacent street level. Pedestrian street crossings at intersections may be raised above the adjacent street level as a traffic-calming measure.

4. Street Lighting. Street lighting will be considered upon a case by case basis. When required, street lighting shall be decorative.

5. Utilities. The development shall be serviced with a public sanitary sewer system or an alternative sewage disposal system approved by the appropriate approving agency. The water systems shall be capable of providing needed fire flows for the development as well as a domestic water supply. Fire hydrants shall be installed to ensure adequate fire flow is available to protect all buildings and structures.

6. Waste Disposal. If any central waste disposal containers are provided, they shall be completely enclosed and screened from view.

7. Recreation and Open Space. Recreation uses provided as part of a RPUD may include community buildings, swimming pools, golf courses, tennis courts, playgrounds, and similar activities. Where a RPUD includes multi-family buildings, recreation and open space is required. Where a RPUD contains only single family detached dwellings, only open space is required. In both instances, the amount of land established for permanent usable open space and recreational use shall be a minimum of fifteen (15) percent of the gross acreage.

5.100 CPUD, Commercial planned unit development districts

A. Permitted Uses. Within an approved CPUD overlay district, the following uses and their accessory structures shall be taken from the underlying base district.

B. Dimensional Requirement. All CPUDs shall comply with the following area regulations: 1.

Minimum Size

Two (2) acres.

2. Front Yard. The front setback for buildings shall be forty (40) feet with a permanently landscaped front yard of ten (10) feet exclusively of driveways.

3. Periphery Boundary. All buildings shall maintain a minimum setback from the peripheral boundary of the CPUD of not less than forty (40) feet. A minimum side and rear yard of ten (10) feet shall be maintained in a permanently landscaped manner.

4. Other Yard Requirements. Within the boundary of the CPUD, other than the required yard above, no yard requirements are established. The Planning Commission shall specify internal yards as part of the approval of the final master development plan based upon the type of buildings and nature of the CPUD.

5. Maximum Height of Buildings. No building shall exceed three (3) stories or thirty-five (35) feet in height, except as provided in ARTICLE VI, SECTION 6.040.

6. Maximum Lot Coverage. The area occupied by all structures shall not exceed forty (40) percent of the total area of the CPUD.

C. Required Improvements. All CPUDs shall comply with the schedule of improvements regulated in this section.

1. Internal Streets. Within any CPUD, streets may be public or private. Streets may be privately constructed and maintained by the landowner/developer. Specifications and procedures of the subdivision regulations shall apply regardless if the streets are public or private. The following general specifications shall conform to the minimum standards for streets within a Commercial PUD:

a. Curb and gutters are required on all streets.

b. Minimum pavement widths shall be as follows:

Collector Street	24 ft.
Minor Street	20 ft.
One-Way Street	12 ft.

c. Dead-end streets shall be avoided when possible, however, when necessary, dead-end streets shall be provided with adequate turn-around.

d. There shall be a clear delineation between any street (public or private) and parking areas. This can be accomplished by the use of different materials, curbs or other physical separations as appropriate.

This instrument prepared by:  
Eleanor Village, LLC  
1152 Duncanwood Drive  
Nashville, TN 37204

**DECLARATION OF RESTRICTIONS AND COVENANTS FOR  
STORMWATER FACILITIES AND SYSTEMS**

Being on the Property conveyed to Eleanor Village Homeowner's Association, Inc., the deed for which is of record in Instrument No. \_\_\_\_\_, R.O.C.C., Tennessee.

ELEANOR VILLAGE HOMEOWNER'S ASSOCIATION, INC. (individually or collectively, the "Declarant"), the owner of the real property described in Exhibit A attached hereto and incorporated herein by reference (the "Property"), does hereby covenant, agree and declare as follows:

1. Declarant is lawfully seized of the Property and possessed of said land in fee simple and has good right to make the following declarations and covenants.

2. Declarant has prepared and submitted to the Town of Ashland City (the "Town") a Long Term Maintenance Plan (the "Plan") acceptable to Town, a copy of which is attached hereto, and shall thereafter provide for adequate long term maintenance and continuation of the stormwater control measures described in the Plan to ensure that all stormwater facilities ("Facilities") and systems ("Systems") required by the Plan are and remain in proper working condition in accordance with the Plan and with all applicable rules, regulations and laws. Declarant shall perform preventative maintenance activities at intervals described in the inspection schedule included in the Plan along with necessary landscaping (grass cutting, etc.) and trash removal as part of regular maintenance.



3. Declarant shall submit to Town an annual report by July 1st of each year. The report shall document the inspection schedule, times of inspection, remedial actions taken to repair, modify or reconstruct Systems and Facilities, the state of control measures, and notification of any planned change in responsibility for such Systems and Facilities.

4. Declarant shall submit to Town a report every five years of an inspection performed by a qualified professional as specified by Town. This report shall be submitted on July 1st and will substitute for the annual report detailed in item #3.

5. Declarant hereby accords to Town and its employees, agents and contractors a perpetual right of entry at reasonable times and in a reasonable manner for the purpose of inspecting, operating, installing, constructing, reconstructing, maintaining or repairing the Systems and Facilities.

6. Declarant hereby accords to Town and its employees, agents and contractors a perpetual right of entry for access from public rights-of-way to the Systems and Facilities.

7. If, upon inspection, Town determines that Declarant has failed to properly maintain the Systems and Facilities in accordance with the Plan, the Declarant acknowledges that Town will in that event have the authority to order Declarant to perform such maintenance within ten (10) days. In the event the maintenance is not performed within the specified time, Declarant shall allow Town to enter the property and take all reasonable steps to maintain the Systems and Facilities. Declarant acknowledges that Declarant understands that Town is under no duty or obligation to maintain or repair the Systems and Facilities. Declarant shall reimburse Town in full and upon demand for all costs incurred by Town in the maintenance or repair of the Systems and Facilities and shall be liable to Town for the reasonable costs of collection, including without limitation court costs and attorney fees.

8. Declarant shall reimburse Town in full upon demand in the amount of any judgment rendered against Town due to Declarant's failure to perform the obligations created by this instrument.

9. The Property may be used for any lawful purpose desired after the construction of all of the Systems and Facilities, provided that structural change, in the opinion of Town (the discretion to give such opinion on behalf of Town may be exercised by the Director of Water and Sewerage Services, or the Director's designee), will not destroy, weaken or damage them or interfere with their operation or maintenance. Additionally, prior to any changes or additions to or relocation of the improvements, the Declarant, successors and/or assigns must demonstrate to the satisfaction of the Director of Water and Sewerage Services that any such proposed change, addition, or relocation will not eliminate the improvement or interfere with or significantly change its needed operation, or otherwise pose a danger to the public health or safety. A map depicting any approved change, addition, or relocation of the improvements shall be recorded with reference to this instrument number.

10. These restrictions and covenants under this instrument shall become void if the structures on the property are demolished, the property is prepared for redevelopment, and the Director of Water and Sewerage Services certifies that all portions of the public storm water system on or immediately adjacent to the property have been restored to the existing condition as of the day of the execution of this instrument. The Declarant shall provide this executed document along with associated recording fees (payable to the Cheatham County Register of Deeds) to Town for the purpose of recording this Declaration. Upon the recording of this Declaration by Town in the office of the Register of Deeds for Cheatham County, Tennessee, the foregoing restrictions and covenants shall run with the land and shall be binding on Declarant and all subsequent owners of the Property (or any portion thereof) and shall inure to the benefit of and be enforceable by Town, its successors and assigns (although Metro's failure to exercise its enforcement rights in any particular situation shall not be deemed a waiver of them). Declarant, for itself and its successors in interest, further covenants to warrant and forever defend

Town's enforcement rights regarding the foregoing restrictions and covenants against the adverse claims of all persons. Any plat recorded at or after the date of the filing of this Declaration shall reference the instrument number where this Declaration and its attachments are recorded and contain a note that the Declarant is responsible for maintaining the Systems and Facilities. The foregoing covenants and restrictions may not be modified or amended except by a recorded instrument signed by Declarant and Town (the discretion to do so on behalf of Town may be exercised by the Director), or their respective successors or assigns, and shall not be extinguished by merger of title or otherwise.

WITNESS my/our hand(s), this \_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Declarant

STATE OF TENNESSEE  
COUNTY OF \_\_\_\_\_

Before me, \_\_\_\_\_, a Notary Public of the State and County aforesaid, personally appeared \_\_\_\_\_ with whom I am personally acquainted, and who, upon oath, acknowledged \_\_\_\_\_ to be \_\_\_\_\_ the within named bargainer(s), \_\_\_\_\_ and that \_\_\_\_\_, as such \_\_\_\_\_ being authorized to do so, executed the foregoing instrument for the purposes therein contained. Witness my hand and seal this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Notary Public

My Commission Expires \_\_\_\_\_.



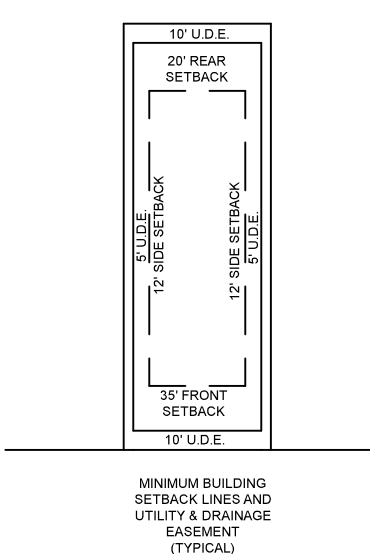
**GENERAL NOTES**

1. THE PURPOSE OF THIS PLAT IS TO CREATE 12 BUILDABLE LOTS.
2. BEARING SYSTEM IS DERIVED FROM TENNESSEE STATE PLANE COORDINATE SYSTEM (NAD83) ZONE 4100, UNLESS OTHERWISE NOTED DISTANCES AND COORDINATES RECITED ARE BASED ON GROUND MEASUREMENTS. NO SCALE FACTOR APPLIED.
3. G.P.S. EQUIPMENT USED TO ESTABLISH GRID NORTH: CARLSON BRX 5 DUAL FREQUENCY RECEIVER.
4. PROPERTY SUBJECT TO ANY AND ALL FINDINGS OF A CURRENT AND ACCURATE TITLE SEARCH. NO TITLE REPORT WAS FURNISHED TO THE SURVEYOR PRIOR TO SURVEY.
5. THIS SURVEYOR HAS NOT PHYSICALLY LOCATED THE UNDERGROUND UTILITIES. THE ABOVE GRADE AND UNDERGROUND UTILITIES SHOWN WERE TAKEN FROM VISIBLE APPURTENANCES AT THE SITE. PUBLIC RECORDS AND/OR MAPS PREPARED BY OTHERS. THE SURVEYOR MAKES NO GUARANTEE THAT THE UNDERGROUND UTILITIES SHOWN COMPRISE ALL SUCH UTILITIES IN THE AREA, EITHER IN SERVICE OR ABANDONED. THE SURVEYOR FURTHER DOES NOT WARRANT THAT THE UNDERGROUND UTILITIES ARE IN THE EXACT LOCATION INDICATED. THEREFORE, RELIANCE UPON THE TYPE, SIZE AND LOCATION OF UTILITIES SHOWN SHOULD BE DONE SO WITH THIS CIRCUMSTANCE CONSIDERED DETAILED VERIFICATION OF EXISTENCE, LOCATION AND DEPTH SHOULD ALSO BE MADE PRIOR TO ANY DECISION RELATIVE THERE TO IS MADE. AVAILABILITY AND COST OF SERVICE SHOULD BE CONFIRMED WITH THE APPROPRIATE UTILITY COMPANY.
6. IN TENNESSEE IT IS A REQUIREMENT OF THE UNDERGROUND UTILITY DAMAGE PREVENTION ACT, THAT ANYONE WHO ENGAGES IN EXCAVATION MUST NOTIFY ALL KNOWN UNDERGROUND UTILITY OWNER(S), NO LESS THAN (3) NOR MORE THAN (10) WORKING DAYS PRIOR TO THE DATE OF THE INTENT TO EXCAVATE AND ALSO TO AVOID ANY HAZARD OR CONFLICT. TENNESSEE ONE CALL 1-800-351-1111 UTILITIES NOT CHECKED.
7. THIS ENTIRE PROPERTY LIES WITHIN ZONE X (AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN) AS SHOWN ON F.I.R.M. MAP NUMBER 47021C0170D, DATED: SEPTEMBER 17, 2010.

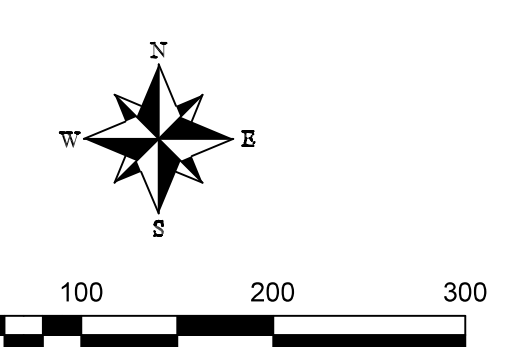
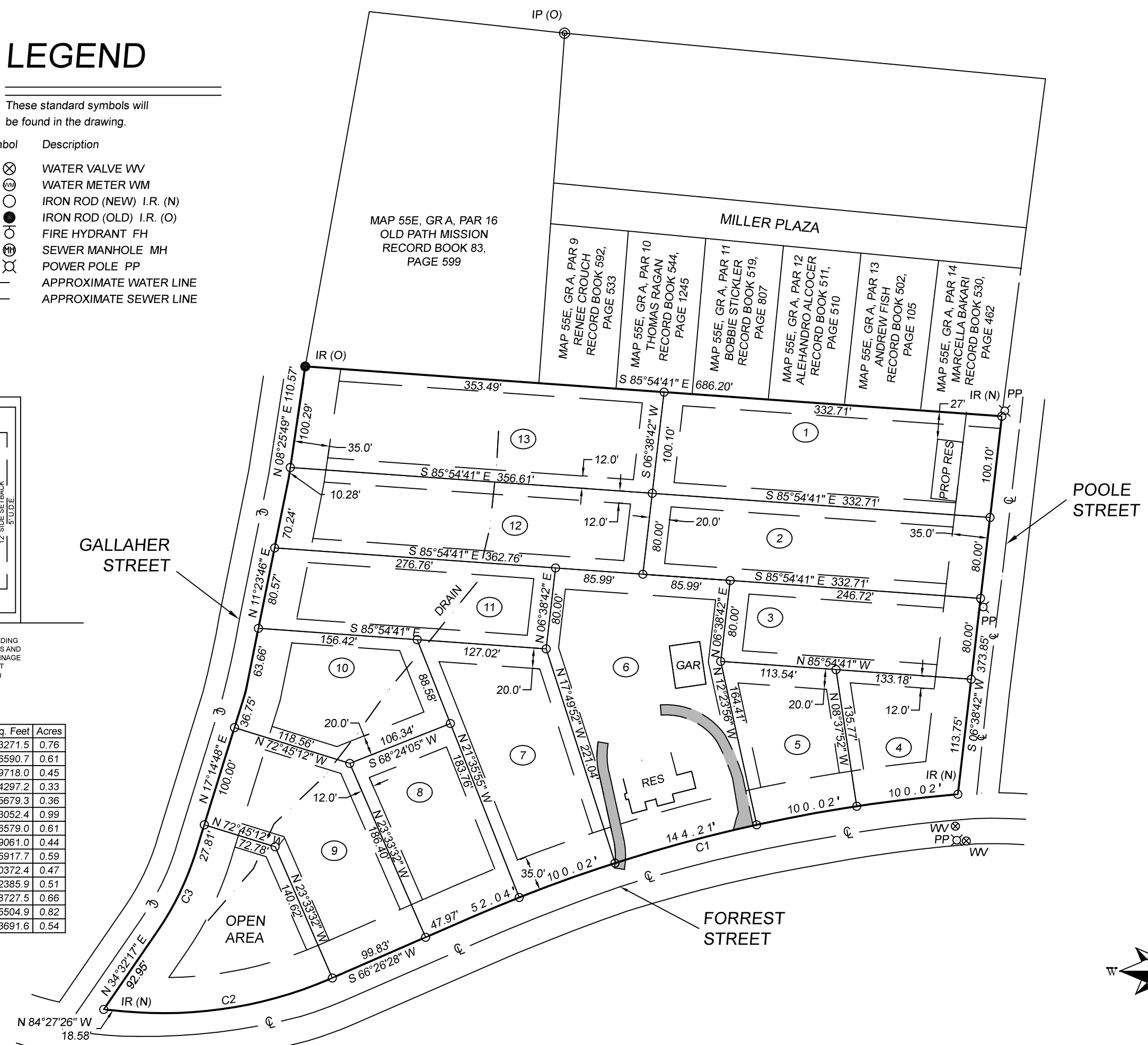
**LEGEND**

These standard symbols will be found in the drawing.

Symbol	Description
	WATER VALVE WV
	WATER METER WM
	IRON ROD (NEW) I.R. (N)
	IRON ROD (OLD) I.R. (O)
	FIRE HYDRANT FH
	SEWER MANHOLE MH
	POWER POLE PP
	APPROXIMATE WATER LINE
	APPROXIMATE SEWER LINE



Lot Description	Sq. Feet	Acres
1	33271.5	0.76
2	26590.7	0.61
3	19718.0	0.45
4	14297.2	0.33
5	15679.3	0.36
6	43052.4	0.99
7	26579.0	0.61
8	19061.0	0.44
9	25917.7	0.59
10	20372.4	0.47
11	22385.9	0.51
12	28727.5	0.66
13	35504.9	0.82
OPEN AREA	23691.6	0.54



**ELEANOR VILLAGE SUBDIVISION**  
 1ST CIVIL DISTRICT, CHEATHAM COUNTY, TN  
 TOTAL AREA:  
 SQ. FT. 354849.0  
 AC 8.15

CURVE	RADIUS	ARC LENGTH	CHORD BEARING	CHORD LENGTH	DELTA ANGLE
C1	1520.99'	496.30'	S 75°47'20" W	494.10'	18°41'43.96"
C2	415.62'	211.10'	S 80°59'31" W	208.84'	29°06'05.94"
C3	289.06'	87.24'	N 25°53'32" E	86.91'	17°17'28.80"

I HEREBY CERTIFY THAT THIS IS A CATEGORY 1 SURVEY AS DEFINED BY THE STANDARDS OF PRACTICE AS ADOPTED BY THE TENNESSEE STATE BOARD OF EXAMINERS, AND THE RATIO OF PRECISION OF THE UNADJUSTED SURVEY IS GREATER THAN 1:22000 AS SHOWN HEREON.



JEFFREY P. CHANDLER  
 RLS 2353

**CERTIFICATE OF APPROVAL OF WATER AND SEWER SYSTEM**

I HEREBY CERTIFY THAT THE WATER/SEWER SYSTEM(S) OUTLINED OR INDICATED ON THE FINAL SUBDIVISION PLAT ENTITLED ELEANOR VILLAGE HAS/HAVE BEEN INSTALLED IN ACCORDANCE WITH CURRENT LOCAL AND STATE GOVERNMENT REQUIREMENTS OR A SUFFICIENT BOND OR OTHER SURETY HAS BEEN FILED WHICH WILL GUARANTEE SAID INSTALLATION.

WATER/SEWER SYSTEM \_\_\_\_\_ DATE \_\_\_\_\_ NAME, TITLE, AND AGENCY OR AUTHORIZED APPROVING AGENT \_\_\_\_\_

**CERTIFICATE OF OWNERSHIP AND DEDICATION**

I (WE) HEREBY CERTIFY THAT I AM (WE ARE) THE OWNER(S) OF THE PROPERTY SHOWN AND DESCRIBED HEREON AS EVIDENCED IN BOOK NUMBER 499, PAGE 1065, COUNTY REGISTERS OFFICE, AND THAT I (WE) HEREBY ADOPT THIS PLAN OF SUBDIVISION WITH MY (OUR) FREE CONSENT, ESTABLISH THE MINIMUM BUILDING RESTRICTION LINES, AND THAT OFFERS OF IRREVOCABLE DEDICATION FOR ALL PUBLIC WAYS, UTILITIES, AND OTHER FACILITIES HAVE BEEN FILED.

DATE \_\_\_\_\_ OWNER \_\_\_\_\_ TITLE (IF ACTING FOR PARTNERSHIP OR CORPORATION) \_\_\_\_\_

**CERTIFICATE OF APPROVAL FOR RECORDING**

I HEREBY CERTIFY THAT THE SUBDIVISIONS PLAT SHOWN HEREON HAS BEEN FOUND TO COMPLY WITH THE TOWN OF ASHLAND CITY SUBDIVISION REGULATIONS, WITH THE EXCEPTION OF SUCH VARIANCES, IF ANY, AS ARE NOTED IN THE MINUTES OF THE PLANNING COMMISSION, AND THAT IT HAS BEEN APPROVED FOR RECORDING IN THE OFFICE OF THE COUNTY REGISTER.

DATE \_\_\_\_\_ SECRETARY, PLANNING COMMISSION \_\_\_\_\_

**CERTIFICATE OF APPROVAL OF PUBLIC WAYS FOR BOND POSTING**

I HEREBY CERTIFY: (1) THAT ALL DESIGNATED PUBLIC WAYS ON THIS FINAL SUBDIVISION PLAT HAVE BEEN INSTALLED IN AN ACCEPTABLE MANNER AND ACCORDING TO THE SPECIFICATIONS OF THE TOWN OF ASHLAND CITY SUBDIVISION REGULATIONS, OR (2) THAT A PERFORMANCE BOND OR OTHER SURETY HAS BEEN POSTED WITH THE PLANNING COMMISSION TO GUARANTEE COMPLETION OF ALL REQUIRED IMPROVEMENTS IN CASE OF DEFAULT.

DATE \_\_\_\_\_ APPROPRIATE GOVERNMENTAL REPRESENTATIVE \_\_\_\_\_

**PRELIMINARY PLAT**

DRAWN JEFF C	MAP AND PARCEL MAP 55E, GR. A, PAR 15	DATE AUG 9, 2019	PROJECT NO. 2-706
	CURRENTLY ZONED R-3		
APPROVED JEFF C		DATE AUG 9, 2019	SHEET ONE OF ONE
SCALE 1" = 100'			

PROJECT INFORMATION:

BEING THE SAME PROPERTY DESCRIBED IN RECORD BOOK 499, PAGE 1065 REGISTER'S OFFICE OF CHEATHAM COUNTY, TN

CLIENT INFORMATION:

DAKOTA WIND PROPERTIES, LLC  
 1152 DUNCANWOOD DRIVE  
 NASHVILLE, TN 37204

REVISIONS

CHANDLER SURVEYING  
 3421 COOPER NICHOLSON ROAD  
 PLEASANT VIEW, TN. 37146  
 (615) 746-5900 FAX (615) 746-6420  
 email: chandlersurv@yahoo.com

**INSPECTION AND MAINTENANCE AGREEMENT FOR PRIVATE  
STORMWATER MANAGEMENT FACILITIES**

Map & Parcel No.: Map 55E, Parcel 15

Project Name & Address: Eleanor Village, 115 Forrest Street, Ashland City, TN 37015

THIS AGREEMENT, made this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between Eleanor Village Homeowner’s Association, hereinafter referred to as the “OWNER(S)” of the following property and the Town of Ashland City, Tennessee, hereinafter referred to as the “TOWN GOVERNMENT”,

WITNESSETH

WE, the OWNER(S), with full authority to execute deeds, mortgages, other covenants, do hereby covenant with the TOWN GOVERNMENT and agree as follows:

1. The OWNER(S) covenant and agree with the TOWN GOVERNMENT that the OWNER(S) shall provide for adequate long term maintenance and continuation of the stormwater control measures described in the Long Term Maintenance Plan and shown on the location map, deed of easement drawing or plat attached hereto to ensure that the facilities, are, and remain, in proper working condition in accordance with approved design standards, rules and regulations, and applicable laws. The OWNER(S) shall perform preventative maintenance activities at intervals described in the inspection schedule included in the Long Term Maintenance Plan along with necessary landscaping (grass cutting, etc.) and trash removal as part of regular maintenance.
2. The OWNER(S) shall submit to the TOWN GOVERNMENT an annual report by July 1st of each year. The report shall document the inspection schedule, times of inspection, remedial actions taken to repair, modify or reconstruct Systems and Facilities, the state of control measures, and notification of any planned change in responsibility for such Systems and Facilities.
3. The OWNER(S) shall submit to the TOWN GOVERNMENT a report every five years of an inspection performed by a qualified professional as specified by the TOWN GOVERNMENT. This report shall be submitted on July 1st and will substitute for the annual report detailed in item #3.
4. The OWNER(S) shall grant to the TOWN GOVERNMENT or its agent or contractor the right of entry at reasonable times and in a reasonable manner for the purpose of inspecting, operating, installing, constructing, reconstructing, maintaining or repairing the facility.

5. The OWNER(S) shall grant to the TOWN GOVERNMENT the necessary easements and rights-of-way and maintain perpetual access from public rights-of-way to the facility for the TOWN GOVERNMENT or its agent and contractor.
6. If, upon inspection, the TOWN GOVERNMENT finds that OWNER(S) has failed to properly maintain the facilities, the TOWN GOVERNMENT may order the work performed within ten (10) days. In the event the work is not performed within the specified time, the OWNER(S) agrees to allow the TOWN GOVERNMENT to enter the property and take whatever steps it deems necessary to maintain the stormwater control facilities. This provision shall not be construed to allow the TOWN GOVERNMENT to erect any structure of a permanent nature on the land of the OWNER(S) without first obtaining written approval of the OWNER(S).
7. The TOWN GOVERNMENT is under no obligation to maintain or repair said facilities, and in no event shall this Agreement be construed to impose any such obligation on the TOWN GOVERNMENT. The OWNER(S) shall reimburse the TOWN GOVERNMENT upon demand the costs incurred in the maintenance of the facilities.
8. If the OWNER fails to pay the TOWN GOVERNMENT for the above expenses after forty-five (45) days written notice, the OWNER authorizes the TOWN GOVERNMENT to collect said expenses from the OWNER through appropriate legal action and the OWNER shall be liable for the reasonable expenses of collection, court costs, and attorney fees.
9. The OWNER(S) and the OWNER(S) heirs, administrators, executors, assigns, and any other successor in interest shall indemnify and hold harmless the TOWN GOVERNMENT and its officers, agents and employees for any and all damages, accidents, casualties, occurrences, claims or attorney's fees which might arise or be asserted, in whole or in part, against the TOWN GOVERNMENT from the construction, presence, existence, or maintenance of the stormwater control facilities subject to this AGREEMENT. In the event a claim is asserted against the TOWN GOVERNMENT, its officers, agents or employees, the TOWN GOVERNMENT shall notify OWNER(S) and the OWNER(S) shall defend at OWNER(S) expense any suit based on such claim. If any judgment or claims against the TOWN GOVERNMENT, its officers, agents or employees, shall be allowed, the OWNER(S) shall pay all costs and expenses in connection therewith. The TOWN GOVERNMENT will not indemnify, defend or hold harmless in any fashion the OWNER(S) from any claims arising from any failure, regardless of any language in any attachment or other document that the OWNER(S) may provide.
10. The OWNER(S) shall not be able to transfer, assign or modify its responsibilities with respect to this agreement without the TOWN GOVERNMENT's written prior consent. Nothing herein shall be construed to prohibit a transfer by OWNER(S).



11. No waiver of any provision of this AGREEMENT shall affect the right of any party thereafter to enforce such provision or to exercise any right or remedy available to it in the event of any other default.
12. The OWNER(S) shall record a plat showing and accurately defining the easements for stormwater control facilities. The plat must reference the Instrument Number where this AGREEMENT and its or attachments are recorded and contain a note that the OWNER(S) is responsible for maintaining the stormwater management facilities.
13. The OWNER(S) shall record this AGREEMENT in the office of the Register of Deeds for the county of Davidson, Tennessee, and the AGREEMENT shall constitute a covenant running with the land, and shall be binding upon the OWNER(S) and the OWNER(S) heirs, administrators, executors, assigns, and any other successors in interest.

ATTEST BY OWNER(S):

---

Eleanor Village Homeowner's Association

BY: Celeste Krenz

TITLE: Chairman, Board of Directors, Eleanor Village Homeowner's Association

OWNER(S) ADDRESS AND PHONE NUMBER: 1152 Duncanwood Drive, Nashville, TN  
37204

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

Before me, \_\_\_\_\_ of the state and county mentioned, personally appeared \_\_\_\_\_, with whom I am personally acquainted (or provided to me on the basis of satisfactory evidence), and who, upon oath, acknowledged such person to be president (or other officer authorized to execute the instrument) of \_\_\_\_\_, the within named bargainor, a corporation, and that such president or officer as such \_\_\_\_\_, executed the foregoing instrument for the purpose therein contained, by personally signing the name of the corporation as \_\_\_\_\_.  
Witness my hand and official seal at office in \_\_\_\_\_, this \_\_\_\_\_ day of \_\_\_\_\_, of the year \_\_\_\_\_.

\_\_\_\_\_  
Notary Public  
My Commission Expires: \_\_\_\_\_

MASTER DEED  
ESTABLISHING HORIZONTAL PROPERTY REGIME  
ELEANOR VILLAGE  
(a Residential Horizontal Property Regime)

THIS MASTER DEED, made and entered on behalf of ELEANOR VILLAGE, LLC, a Tennessee limited liability company, hereinafter called “Developer” or “Declarant”, effective the \_\_\_\_ day of \_\_\_\_\_, 2020, pursuant to the provisions of the Horizontal Property Act of the State of Tennessee.

WITNESSETH:

WHEREAS, Developer owns a certain tract of land (the “Land”), located in the County of Cheatham, State of Tennessee, more particularly described on Exhibit A attached hereto and hereby incorporated by reference herein; and

WHEREAS, there are constructed certain improvements on the Land consisting of residential lots and amenities thereto, and it is the desire and intention of the Developer to divide the Project (as hereinafter defined) into lots and to sell and convey the same to various purchasers, subject to the covenants, conditions and restrictions herein reserved to be kept and observed; and

WHEREAS, it is the desire, intent and purpose of the Developer by this Master Deed and attached exhibits, to submit the Land together with said Lots (as hereinafter defined) and all structural improvements and other permanent fixtures now or hereafter erected thereon, and all rights and privileges belonging or in any wise appertaining thereto, to the provisions of the Horizontal Property Act (as hereinafter defined); and to establish a “condominium project” in which each individual Lot may be and shall be owned, possessed, leased, sold, conveyed and encumbered as if it were solely and entirely independent of the other Lots in the condominium



project and in which the Owner (as hereinafter defined) has an exclusive ownership of his Lot and has a common right to share with other Owners in the General Common Elements (as hereinafter defined) of the Land not constituting an individual Lot;

## DECLARATION

NOW, THEREFORE, for and in consideration of the premises, in consideration of the reliance hereon by the purchasers of individual Lots, and as authorized by the Horizontal Property Act, Developer, for itself and its successors and assigns, does hereby covenant, establish and confirm unto its grantees and unto its heirs, successors and assigns, as well as to any and all other persons hereafter having or acquiring any interest of any nature whatsoever in or to any part of the Land, as follows:

### ARTICLE I

#### ESTABLISHING OF HORIZONTAL PROPERTY REGIME

Section 1. The Land and all other improvements located on the Land shall be and are herewith constituted and established as a condominium project and a horizontal property regime as defined in and as authorized by the Horizontal Property Act, and shall continue as such forever unless terminated in the manner hereinafter provided.

Section 2. Each Lot, as hereinafter defined, may be and shall be individually transferred, conveyed and encumbered and shall be the subject of ownership, possession, mortgage, deed of trust or sale and of all types of juridic acts inter vivos or mortis causa as if it were solely and entirely independent of the other Lots in the Condominium Project (as hereinafter defined), and the corresponding individual title and interest with respect to each Lot shall be recordable. In any deed, mortgage, lease or other instrument of conveyance or encumbrance of, or by which a lien is created upon, any interest or estate in a Lot or Lots within the condominium, it is sufficient to describe any such Lot or Lots by setting forth the name of the property, "Eleanor Village," the

number or address of the Lot as it appears on the condominium plat and the number of this instrument in the records of the Office of the Register of Cheatham County, Tennessee.

Section 3. An Owner shall have an exclusive ownership to his Lot and shall have the common right to share with the other Owners in the General Common Elements of the property and limited use of certain Limited Common Elements (as hereinafter defined). Each Owner may use the General Common Elements in accordance with the purpose for which they are intended. Any transfer, conveyance or encumbrance of an individual Lot, whether by deed, mortgage, deed of trust, last will and testament, inheritance, gift or otherwise, shall be deemed also to transfer, convey or encumber the undivided interest of the Owner in the Common Elements (as hereinafter defined) belonging to and appertaining to said Lot, without specifically or particularly referring to the same. No Owner, whether by deed, mortgage, deed of trust, last will and testament, inheritance, gift or otherwise, shall have any right to transfer, convey or mortgage his Lot without also transferring, conveying or mortgaging as an incident thereto his undivided interest in the Common Elements; conversely, no Owner shall have any right to transfer, convey or mortgage any part of his undivided interest in such Common Elements without also transferring, conveying or mortgaging his Lot to which his undivided interest in such Common Elements is incident.

Section 4. Any Lot may be held and owned by more than one person, as tenants in common, as joint tenants, as tenants by the entireties, or in any other real estate tenancy relationship now or hereafter recognized under the laws of the State of Tennessee.

Section 5. The Common Elements shall remain undivided and shall not be the object of an action for partition or for division by judicial proceedings or otherwise. Likewise, no Lot (or the undivided interest in the Common Elements incidental thereto) shall be partitioned in kind nor subdivided into smaller Lots by judicial proceedings or otherwise, EXCEPT as provided herein or with the consent of the Board of Directors (as hereinafter defined).

Section 6. Each Owner, his personal representatives, heirs, successors and assigns (i) shall, at all times, comply with the provisions and requirements of this Master Deed, with the Bylaws hereinafter set forth and all amendments thereof, and with any Community Policies and Guidelines for the Condominium Project as in effect from time to time, as initially adopted by Developer and as updated from time to time thereafter by the Board of Directors ("Community Policies and Guidelines"), and shall promptly pay, when due, all assessments and his pro rata share of the expenses of administration and maintenance and repair of the Common Elements, as hereinafter provided. The failure to comply with any such provision or requirements, or the failure to make any such payment, shall be grounds for an action to recover the sum due for damages and for injunctive or other relief as hereinafter provided.

Section 7. Each and all of the rights, privileges and benefits of, and each and all of the duties, burdens, requirements and restrictions contained in, the Horizontal Property Act, resulting from the establishment of a horizontal property regime in accordance therewith, shall be applicable to the Project and to each Owner, both with respect to his Lot and his undivided interest in the Common Elements, except to the extent that an express contrary provision is validly and lawfully made in this Master Deed or in the Bylaws forming a part hereof, and, to that end, the said Horizontal Property Act, as amended or as it may subsequently be amended, is incorporated herein by reference as fully as though set out herein in full. In the event the Horizontal Property Act or any provision thereof is, at any time, declared or found to be unconstitutional or invalid, the provisions of this Master Deed and the plan for an Owner to own his Lot in fee simple, separately and independently, and to own his undivided interest in the Common Elements and in all other incidents thereto as set out in this Master Deed, shall nonetheless continue in full force and effect as authorized by the laws of the State of Tennessee.

## ARTICLE II

### DEFINITIONS



Certain terms as used in this Master Deed (whether capitalized or not) shall be defined as follows, unless the context clearly indicates a different meaning thereof:

Section 1. "Association" is a non-profit Tennessee corporation known as Eleanor Village Homeowner's Association, Inc., which includes as members all of the Owners and Co- Owners. The Bylaws of the Association are attached hereto as Exhibit F.

Section 2. "Board of Directors" means the administering body of the Association.

Section 3. "Common Elements" means and includes both General Common Elements and Limited Common Elements.

Section 4. "Condominium Project" means a subdivision containing and including individual condominium Lots.

Section 5. "Condominium Lots" means and includes all of the Lots located on the Land containing and including individual condominium Lots.

Section 6. "Condominium Project" or "Project" also means the entire parcel including all structures thereon.

Section 7. "Condominium Lot" or "Lot" ("apartment" as defined in T.C.A. Section 66-27-102) means that part of the Condominium Project intended for individual ownership and use. Each individual Lot shall consist of all the improvements and space therein within the boundary lines for that Lot, as set out on the Plat and condominium site plan, attached hereto as Exhibits "B" and "C", respectively, and as more particularly described in Article IV below. Nothing contained herein shall be construed to include any of the Land as part of an individual Lot, however, as all of the Land is part of the Common Elements, as defined hereafter.

Section 8. “Co-Owner” or “Owner” means a person, firm, corporation, limited liability company, partnership, association, trust or other legal entity, or any combination thereof, who owns a Lot or Lots within the Condominium Project. When two or more persons own a Lot as tenants in common, joint tenants, tenants by the entireties, or otherwise, such persons shall constitute the “Co-Owner” or “Owner” with respect to that Lot.

Section 9. “Developer” means ELEANOR VILLAGE, LLC, a Tennessee limited liability company, or its designee, who has made and executed this Master Deed.

Section 10. “General Common Elements” are synonymous and mean the Land and any of the following included in the Project: “Common Area” and stormwater detention structures on Lot 4, and the like; and, in general, all devices or installations existing for common use; and all other elements of the Project rationally of common use or necessary to its existence, upkeep and safety; provided that “General Common Elements” shall exclude all Limited Common Elements (with the exception of Lot 4). Without limiting the foregoing, it is expressly acknowledged and agreed that “General Common Elements” shall include all utility installations up to the point of connection in a Lot (with the exception of fixtures within a Lot for the purpose of serving that particular Lot) including but not limited to electric wiring, plumbing and sanitary lines and all pipes, ducts or other equipment used to provide power, light, telephone, gas, water, heat or other utility services to the individual Lots; provided, however, that any heating and/or air conditioning equipment located outside the Lot but intended for use specifically by that Lot shall be a part of that Lot and shall not be a General Common Element.

Section 11. “General Common Expenses” means and includes all expenses related to insurance coverage maintained by the Association and the maintenance and repair of all improvements constituting a part of the Common Elements, including the Limited Common Elements, and including but not limited to utility facilities serving more than one Lot, utility lines in the Common Elements, lawns, shrubs, trees, walkways, drives, parking areas, and the structural portions and exterior portions of all Common Elements and improvements which are a

part of the Common Elements, including the Limited Common Elements, and that do not constitute part of a Lot (with the exception of the stormwater facility on Lot 4). General Common Expenses also include the amounts payable to the owner of an adjoining development for the right to use the facilities in that development.

Section 12. "Horizontal Property Act" means the Horizontal Property Act of the State of Tennessee being Chapter 124 of the Public Acts of 1963, and being Section 66-27-101, et seq., of the Tennessee Code Annotated, as same may hereafter be amended.

Section 13. "Land" shall have the meaning set forth in the preamble of this Master Deed.

Section 14. "Limited Common Elements" means those portions of the Common Elements which are reserved or reasonably meant for the use of a certain Lot or Lots to the exclusion of other individual Lots. Limited Common Elements include designated parking spaces per Lot.

Section 15. "Majority of Owners" means Owners entitled to cast more than fifty percent (50%) of the votes as provided in Article XXII(f) of this Master Deed.

Section 16. "Manager" means the person or firm designated by the Developer or the Board of Directors to manage the affairs of the Condominium Project.

Section 17. "Member" means a member of the Association who is the Owner of a condominium Lot. All Co-Owners of an individual Lot shall be members. The cessation of the ownership of a Lot shall terminate membership.

Section 18. "Eleanor Village" or "Eleanor Village Condominiums" is the name of the Condominium Project.

Section 19. "Plat" means the plat of the Condominium Project attached hereto as Exhibit "B" and incorporated herein by reference.

All pronouns used herein include the male, female and neuter genders and include the singular or plural number, as the case may be.

ARTICLE III  
DESCRIPTION OF LAND

The Land is owned by the Developer in fee, and embraces the marked area shown on the Plat which is attached hereto and made a part hereof as Exhibit "B". The Project includes thirteen (13) Condominium Lots. The Condominium Lots are located as shown on the Plat.

ARTICLE IV  
DESCRIPTION AND NUMBER OF LOTS

Section 1. Within the Condominium Project are situated individual Lots, all for residential purposes. Each Lot has the number, type, location and dimensions shown (or to be shown) on the Plat and condominium site plan, attached as Exhibits B and C hereto and made a part hereof, to which reference is hereby made.

Section 2. The boundary lines of each Lot are those shown on the Plat and condominium site plan. In the event of any variation between the distances as shown on the Plat and condominium site plan and the actual distances, the actual distances shall prevail. Each Lot includes each and all of the things and matters mentioned in the definition of Lot.

Section 3. In the event that, by reason of the construction, settlement, reconstruction or shifting of any Condominium Lot, any part of a Lot forming a boundary shifts or changes, then the boundary of such Lot shall likewise shift or change, it being always the intention of this



instrument that the boundaries as defined in Article IV(e) below shall constitute its actual boundaries.

Section 4. Each Lot constitutes a single freehold estate and consists of the space in the project designated by that Lot's designation on the Plat that is bounded by the Lot lines. Without limiting the generality of the foregoing, or, as appropriate, in addition, each Lot shall include the land contained by the Lot.

Section 5. Developer makes no representations and warranties regarding the actual square footage of any Lot. Each Lot has direct access to a General Common Elements.

Section 6. The number of the individual Lots (the area and location of each being shown on the Plat and condominium site plan exhibited hereto), the agreed pro rata share of expenses and assessments of each and the percentage interest of each in the Common Elements and the number of votes per Lot are as set forth on Exhibit D attached hereto and made a part hereof by reference and shall have permanent character and shall not be altered without the consent of all Owners expressed in an amended master deed duly recorded, except as provided herein (Article XXI). The percentage of undivided interest in the Common Elements shall not be separated from the Lot to which it appertains and shall be deemed to be conveyed or encumbered or released from liens with the Lot even though such interest is not expressly mentioned or described in the conveyance or other instrument.

## ARTICLE V

### GENERAL COMMON ELEMENTS

All General Common Elements are subject to the joint use and enjoyment of each and all of the Owners. The undivided right, title and interest of each Owner, as an incident and appurtenance to his ownership of such Lot, in the Land and in the other General Common Elements and in all of the improvements and facilities thereon (excepting always the Lots, as

above described and as shown on the Plat and condominium site plan for any additional Lots added pursuant to the provisions hereof) and his pro rata share in the income, if any, and of the General Common Expenses and his percentage interest in the Common Elements and facilities and improvements thereon, and in the funds and property held by the Board of Directors, shall be that Lot's pro rata share and percentage interest as set forth in Exhibit D under the column so styled.

## ARTICLE VI

### LIMITED COMMON ELEMENTS

The Limited Common Elements shall be those areas, if any, designated as such herein, or on the Plat and condominium site plan attached hereto as Exhibits B and C, respectively, or designated as such by the Board of Directors from time to time. The Limited Common Elements shall be assigned to the exclusive use and enjoyment of the Owner of the individual Lot or Lots which it adjoins, subject to the Bylaws and regulations and final decision as to area included by the Board of Directors.

## ARTICLE VII

### BYLAWS FOR ADMINISTRATION

The Bylaws for the administration of the Project are attached hereto and made a part hereof as Exhibit E to this Master Deed.

## ARTICLE VIII

### BOOKS OF BOARD OF DIRECTORS

The Board of Directors, as established by the Bylaws, and its successor, shall keep a book with a detailed account, in chronological order, of the receipts and expenditures affecting the Project and its administration and specifying the maintenance and repair expenses of the

Common Elements and any other expenses incurred. Both said book and the vouchers accrediting the entries made thereupon shall be available for examination by all the Owners at convenient hours on working days that shall be set and announced for general knowledge. The Board of Directors shall also keep and maintain current copies of this Master Deed, the Charter and Bylaws of the Association, and all other rules and regulations adopted by the Association.

## ARTICLE IX

### EXPENSES PRORATED - NO EXEMPTIONS PRORATED EXPENSES AND TAXES A LIEN

The Owners of the Lots are bound to contribute toward the costs and expenses set forth in Article XVI hereof, including without limitation the General Common Expenses, as assessed from time to time by the Board of Directors or its successor, and toward any other expenses lawfully agreed upon, in proportion to their ownership interests, as shown on Exhibit D. No Owner may exempt himself from contributing toward such expenses by waiver of the use of enjoyment of the Common Elements or by abandonment of the Lot belonging to that Owner or by any other means. The sale or conveyance of a Lot shall in all cases be subject to all unpaid assessments against the Owner thereof for his pro rata share in the expenses to which this section refers and, if the same are not paid by the Owner thereof prior to sale or conveyance, there shall be a lien against the Lot and the same shall be paid by the new Owner thereof. Taxes and other levies and assessments of governmental taxing bodies shall likewise be a lien against Lots.

## ARTICLE X

### INSURANCE

Section 1. Developer, the assignee of Developer and each Owner agree that the Condominium Project, including all Lots and interior portions thereof, General Common Elements and Limited Common Elements, shall be insured against risks as determined by the Board of Directors in accordance with the Bylaws, including fire and extended coverage. Public liability insurance shall also be maintained. The premiums for such insurance coverage shall be a

General Common Expense unless otherwise provided. This provision shall have the same force and effect of a resolution adopted by a majority of Owners under T.C.A. Section 66-27-117. In case of fire or any other disaster, the insuring indemnity shall be applied to reconstruct the condominium project in the manner and with the exceptions set forth in the Bylaws.

Section 2. Any Owner or occupant shall carry such insurance in addition to that provided by the Association pursuant hereto as that Owner or occupant may determine, subject to the provisions hereof, and provided that no Owner or occupant may at any time purchase individual policies of insurance against loss by fire or other casualty covered by the insurance carried pursuant hereto by the Association. In the event any Owner or occupant violates this provision, any diminution in insurance proceeds resulting from the existence of such other insurance shall be chargeable to the Owner who acquired or whose occupant acquired such other insurance, who shall be liable to the Association to the extent of any diminution and/or loss of proceeds. Without limiting the foregoing, an Owner or occupant shall obtain insurance against liability for events occurring within a Lot, losses with respect to personal property and furnishings, and losses to improvements owned by the Owner or occupant, provided that if the Association obtains insurance for permanent improvements and built-in fixtures and equipment, then the insurance obtained by the Owner with respect to improvements within the Lot shall be limited to the type and nature of coverage commonly referred to as "tenants' improvements and betterments". All such insurance separately carried shall contain a waiver of subrogation rights by the carrier as to the Association, its officers and Board of Directors, and all other Owners and occupants.

Section 3. In the event the improvements forming a part of the Common Elements or any portion thereof shall suffer damage or destruction from any cause or peril insured against and the proceeds of any policy or policies insuring against such loss or damage and payable by reason thereof shall be sufficient to pay the cost of repair or restoration or reconstruction, then such repair, restoration or reconstruction shall be undertaken by the Association and the insurance proceeds shall be used in payment therefor; provided, however, that in the event that within sixty (60) days after such damage or destruction the Owners and eligible mortgagees, if they are



entitled to do so pursuant to the provisions of this Master Deed, shall elect to terminate the Condominium Project, then such repair, restoration or reconstruction shall not be undertaken.

Section 4. In the event the improvements forming a part of the Common Elements or any portion thereof shall suffer damage or destruction from any cause or peril which is not insured against, or, if insured against, the insurance proceeds from which shall not be sufficient to pay the cost of repair, restoration or reconstruction, then, unless the Owners and eligible mortgagees, if they are entitled to do so pursuant to the provisions of this Master Deed, shall elect within sixty (60) days after such damage or destruction not to make such repair, restoration or reconstruction, the Association shall make repairs, restoration or reconstruction of the Common Elements so damaged or destroyed at the expense (to the extent not covered by insurance) of all Owners in proportion to their respective undivided interests in the Common Elements. Should any Owner refuse or fail after reasonable notice to pay that Owner's share of such cost in excess of available insurance proceeds, the amount so advanced by the Association shall be assessed against the Lot of such Owner and that assessment shall have the same force and effect, and, if not paid, may be enforced in the same manner as herein provided for the nonpayment of assessments.

## ARTICLE XI CONDEMNATION

Section 1. Except as hereinafter provided, the Association, or its designated representative, or authorized successor, as trustee, shall represent the Owners in any condemnation or eminent domain proceedings or in negotiations, settlements and agreements with the condemning authority for acquisition of all or any part of the Project, and shall have the sole and exclusive right to settle losses with the condemning authority and to receive the award or proceeds of settlement, for the use and benefit of the Owners and their mortgagees as their interests may appear. Notwithstanding the foregoing, in the event that an Owner may lawfully separately pursue and realize upon a claim for incidental and consequential losses or damage to

that Owner resulting from a taking under the power of eminent domain, such as for relocation and moving expenses, loss of favorable mortgage terms, and other such individual incidental or consequential losses, that Owner may, at his, her or its election, separately pursue such claim, provided, that the pursuing of the same, or the realization of an award thereof, neither jeopardizes, in any way, an action by the Association to recoup the losses incurred by it, or any other Owner, or the direct loss with respect to the Lot itself, or with regard to the usability thereof, nor diminishes any award for any such loss.

Section 2. The award or proceeds of settlement in any actual or threatened condemnation or eminent domain proceedings, after reduction by the costs, if any, incurred in obtaining the same, shall be applied first to the cost of restoring or replacing all damaged or taken improvements on the remaining Land in accordance with the Plat and condominium site plan, or in accordance with any new site plan and specifications therefor approved by Owners exercising not less than seventy-five percent (75%) of the voting power of Owners, and the consent of eligible mortgagees.

Section 3. If the award or proceeds are insufficient for such purpose, the excess cost shall be paid by the Association and, to the extent funds of the Association are insufficient therefor, in the judgment of the Board of Directors, such excess cost shall be a General Common Expense and assessed among the Lots. Except as hereinafter provided, the balance of any such award or proceeds of settlement, if there is an excess, shall be allocated and disbursed to the Owners, and their first mortgagees, as their interests may appear, in proportion to the relative undivided interests of the Lots in the Common Elements.

Section 4. Notwithstanding the foregoing, in the event that as a result of any such taking, and consequent restoration or replacement, any Lot could not reasonably be restored to a condition comparable to that which existed prior to the taking, or could not be replaced, prior to the allocation and disbursement of any sum to any other Owner or his, her or its mortgagee, there shall be allocated and disbursed from such award or proceeds, to each Owner whose Lot cannot

be so restored or replaced, and his, her or its respective first mortgagee, as their interests may appear, such amount as is equal to the then fair market value of the Lot that cannot be so restored or replaced. Thereupon, such Lot or Lots, and the Owners thereof, shall be immediately and automatically divested of any interest in the Condominium Project, the Land, and the Association, including, without limiting the generality of the foregoing, divestment of an undivided interest, vote, membership in the Association, and liability for General Common Expenses. All such rights and interests shall be reallocated among all other Lots and Owners in the same relative proportions as those rights and interests were prior to such taking. To illustrate, upon a Lot being divested from the Condominium Project, (a) the voting right of that Lot will be equally allocated among all other Lots, since each Lot prior thereto had an equal vote, and (b) the undivided interest of that Lot will be reallocated among all other Lots in the proportions of their relative undivided interests prior to such taking.

Section 5. Each Owner, by acceptance of a deed to a Lot, appoints the Association, or its designated representative, as his, her or its attorney-in-fact to represent that Owner, settle losses, receive and utilize the award or proceeds of settlement, and do all things necessary or desirable for such attorney-in-fact to exercise the rights and fulfill the responsibilities of the Association set forth in this Article XI with respect to condemnation or eminent domain proceedings. This power is for the benefit of each and every Owner, each holder of a first mortgage on a Lot, the Association, and the Land to which it is applicable, runs with land, is coupled with an interest, and is irrevocable.

## ARTICLE XII

### LOTS TO BE SEPARATELY TAXED AS ENTITIES

Each Lot shall be taxed as an entity with such Lot's percentage interest in the Common Elements to be assessed proportionately and paid by the Owner of such Lot as provided in T.C.A. Section 66-27-120.

The above provision shall become effective with all taxes, assessments and other charges of any taxing authority with the calendar year within which this Master Deed is recorded. The Developer (for the year when this Master Deed is recorded) shall pay all such taxes, assessments and other charges when due and shall be entitled to an apportionment and proration of such taxes with respect to the sale of any Lot in the manner agreed upon in the contract of sale, or as otherwise determined by Developer.

Each Owner covenants and agrees to the above basis of taxation, and all Owners, both present and future, irrevocably instruct and empower the Board of Directors to take all steps necessary to insure that the above method and basis of taxation is applied by and respected by any and all taxing Lots of this state and of any political subdivisions or any other taxing or assessing authority thereof.

### ARTICLE XIII APPURTENANCES TO LOTS

Each Lot shall include, without limitation by reason of enumeration, and the same shall pass with each Lot as an inseparable appurtenance thereto, whether or not separately described, conveyed or encumbered, the following rights, privileges and interests;

Section 1. An undivided share of the Common Elements, such undivided share to be that percentage interest set forth in Exhibit D hereto;

(a) The right to use such of the Limited Common Elements as is specifically provided for herein, subject always to the rules and regulations made by the Board of Directors;

(b) Easements for the benefit of the Lot;

(c) The same percentage interest as provided in Section (a) hereof in funds, reserves and assets held by the Board of Directors for the benefit of the Owners;

(d) All such appurtenances, however, shall be and continue to be subject to the easements for the benefit of other Lots;



(e) The following easements from each Owner to each other Owner;

Section 2. Ingress and Egress. Easements through the General Common Elements for ingress and egress for all persons making use of such Common Elements in accordance with the terms of the Master Deed.

Section 3. Maintenance, Repair and Replacement. Easements through the Lots and Common Elements for maintenance, repair and replacement of the Lots and Common Elements. Use of these easements for access to the Lots shall be limited to reasonable hours, except that access may be had at any time in case of emergency.

Section 4. Structural Support. Every portion of a Lot which contributes to the structural support of another Lot shall be burdened with an easement of structural support for the benefit of that Lot.

Section 5. Utilities. Easements through the Lots and Common Elements for all facilities for the furnishings of utility services within the Lots and to the Common Elements, which facilities shall include but not be limited to conduits, ducts, plumbing and wiring; provided, however, that a Lot shall be substantially in accordance with the condominium site plan and specifications of the Lots.

Section 6. The right to use and enjoy, in common with the other Owners and subject to the rules and regulations contained herein or made by the Board of Directors, the Land, parking areas, the driveways and all other General Common Elements.

ARTICLE XIV  
RESTRICTIVE COVENANTS

Section 1. Except as otherwise specifically provided in this Master Deed, the Project is hereby restricted to residential use and lawful uses customarily incidental thereto as approved by Declarant. It shall be permissible for the Declarant to maintain, during the period of its sale or rental of Lots, but for no longer than a five (5) year period of time from the time of the closing of the first sale of a Lot to a bona fide purchaser, one or more Lots and/or a portion or portions of the Common Elements, as sales and rental models and offices, and for storage and maintenance purposes, and (iii) one or more Lots or a portion thereof, or a portion or portions of the Common Elements, may be maintained for the use of the Association in fulfilling its responsibilities. Except as otherwise provided in Article XXI, no subsequent buildings or structures, other than the Condominium Lots shown on the Plat, shall be built on the Project except as approved by the Board of Directors.

Section 2. No animals, livestock or poultry of any kind shall be raised, bred or kept in or around a Lot.

Section 3. No sign of any kind shall be displayed to the public view on the Land except: (i) on the General Common Elements, signs regarding and regulating the use of the General Common Elements, provided they are approved by the Board of Directors; (ii) No Owner shall post any advertisements or posters of any kind in or on the project except as authorized by the Association; and (iii) on the General Common Elements and model Lots, signs advertising the sale and/or rental of Lots by the Declarant during the period of its initial sale and rental of Lots, provided, if these limitations on use of signs, or any part thereof, are determined to be unlawful, only the signs described in subitem (i), above, shall be permitted after Declarant's period of initial sales and rental of Lots.

Section 4. All equipment and garbage cans serving a Lot shall be kept entirely within the Lot. All rubbish, trash or garbage shall be regularly removed from the Lot, shall not be allowed to accumulate therein, and shall be placed in containers provided by the Association. Nothing shall be stored in places outside of a Lot without prior written approval of the Board of Directors.

Section 5. The Owners of Lots are hereby prohibited and restricted from using any Land or air space outside the exterior Lot boundaries and Limited Common Elements, except in accordance with rules established by the Board of Directors. It is expressly acknowledged and agreed by all parties concerned that this paragraph is for the mutual benefit of all Owners and is necessary for the protection of said Owners.

Section 6. Any action necessary or appropriate to the proper maintenance and upkeep of the Common Elements (with the exception of the Limited Common Elements in any Lot, which maintenance responsibilities and expenses shall be borne by the Owners of said Lot or Lots in the manner set forth in subparagraph (m) below) shall be taken by the Board of Directors.

Section 7. The Board of Directors or its duly designated representatives shall maintain, manage and landscape all Common Areas. It is expressly agreed and understood that each individual Owner shall bear the expense of maintaining and repairing the sewer line that serves only that Owner's Lot.

Section 8. Except as set forth in Article XXI, no exterior additions or alterations to any Lot or building, nor construction of, changes in or work on, any part of the exterior of any Lot or building, exterior, roofs, and other structures shall be commenced, erected or maintained until the plans and specifications showing the nature, kind, shape, height, materials, location and approximate cost shall have been submitted to, and approved in writing as to conformity and harmony of external design and location with existing structures on the property by, the Board of Directors. Such approval may be withheld in the sole discretion of the Board of Directors or a committee appointed by the Board. The members of such committee shall not be entitled to compensation for services performed pursuant to this paragraph.

Section 9. The Board of Directors shall have the right and power to recommend to the Association the construction of additional and other common facilities, from time to time, as in

its discretion appears to be in the best interest of the Project. Any such construction, improvement or addition shall be authorized by an affirmative vote of two-thirds (2/3) of the total votes of Owners at a duly called meeting at which a quorum is present.

Section 10. In the event any General Common Element, Lot or improvement of the Project is damaged or destroyed through the negligent or culpable act of an Owner or any of his agents or employees, such Owner does hereby irrevocably authorize the Board of Directors to repair said damaged element, building or improvement, and the Board of Directors shall so repair said damaged General Common Element, building or improvement. The Owner shall then repay the Board of Directors in the amount actually expended for said repairs less any insurance proceeds received.

Each Owner further agrees that these charges for repairs, if not paid within ten (10) days after completion of the work, shall become a lien upon said Owner's condominium interest and shall continue to be such lien until fully paid, which lien shall be enforceable as provided in Section XVIII(e) hereof.

Section 11. No exterior appearance may be changed or altered without the prior written approval of the Board of Directors.

Section 12. An Owner shall maintain and keep in repair at his own expense the interior of his own Lot, including without limitation the fixtures thereof, the heating and air conditioning equipment and all improvements made to the Lot by the Owner, whether contained inside or outside said Lot. All fixtures and equipment installed within a Lot, commencing at a point where the sewer and utility lines, pipes, wires, conduits or systems (which for brevity are hereafter referred to as "utilities") enter the Lot, shall be maintained and kept in repair by the Owner thereof.

Section 13. An Owner shall do no act nor any work that will impair the structural soundness or integrity of the buildings or impair any easement or hereditament.

Section 14. The Board of Directors may promulgate rules and regulations restricting or prohibiting the parking of automobiles, vans, buses, inoperable vehicles, trucks, trailers, boats and recreational vehicles on the Common Elements, including the Limited Common Elements, or parts thereof, and may enforce such regulations or restrictions by levying enforcement charges, having such vehicles towed away, or taking such other lawful actions as it, in its sole discretion, deems appropriate.

Section 15. No Lot may be subdivided into additional Lots unless such subdivision is approved by the Board of Directors. With the prior written consent of the Board of Directors, two or more adjoining Lots may be combined to form a single Lot and the percentage of ownership of the Common Elements attributable to the resulting Lot will be the total of the percentage of the combined Lots.

Section 16. Nothing shall be caused or permitted to be hung or displayed on the outside or inside of windows (except interior inoffensive drapes, curtains, or louvered blinds which, from exterior observation, must be white, beige or gray, or as otherwise authorized by the Board of Directors) or placed on the outside walls of a building or otherwise outside of a Lot, or any part thereof. No awning, canopy, shutter or television or citizens' band, machines, electrical or telephone installations or other radio antenna or transmitter, or any other device or ornament, shall be affixed to or placed upon an exterior wall or roof or any part thereof, or the exterior of any door or window, or visible to the exterior, unless authorized by the Board of Directors or required by applicable law to be permitted, but, in such case, subject to such lawful rules and regulations as the Board of Directors may adopt from time to time.

Section 17. No noxious or offensive activity shall be conducted in any Lot or the Common Elements, or parts thereof, nor shall anything be done thereon that may be or become an annoyance or nuisance to other Owners of the Project, nor shall any activity be permitted



thereon which violates any statute or ordinance of any governmental authority or which may endanger the health of or unreasonably disturb any occupant.

Section 18. No Lot or part thereof shall be rented or used for transient or hotel purposes, which is defined as: (i) rental under which occupants are provided customary hotel services such as room service for food and beverages, maid service, the furnishing of laundry and linen, busboy service, and similar services; or (ii) rental to roomers or boarders, that is, rental to one or more persons of a portion of a Lot only. No lease may be of less than an entire Lot. Any lease agreement shall be in writing, shall provide that the lease shall be subject in all respects to the provisions hereof, and to the rules and regulations promulgated from time to time by the Board of Directors, and shall provide that the failure by the tenant to comply with the terms of the Bylaws and lawful rules and regulations shall be a default under the lease. Prior to the commencement of the term of a lease the Owner shall notify the Board of Directors, in writing, the name or names of the tenant or tenants and the time during which the lease term shall be in effect.

Section 19. No action shall at any time be taken by the Association or its Board of Directors which in any manner would discriminate against any Owner in favor of another. In addition, notwithstanding any provision hereof, or any rule or regulation, the Board of Directors shall make reasonable accommodation if necessary to afford a handicapped person equal opportunity to use and enjoy the Land, provided, that nothing contained herein shall be construed to mean or imply that any such accommodation be at the cost of the Association.

Section 20. Invalidation of any one or more of the covenants and restrictions or other provisions herein or hereafter contained, by judgment or court order, shall in no way affect any of the other covenants and restrictions herein or hereafter contained which shall remain in full force and effect.

Section 21. Each Owner shall comply with the provisions and requirements of this Master Deed, including the administrative Bylaws attached hereto, the decisions and resolutions of the Board of Directors and with the Community Policies and Guidelines and other reasonable rules and regulations adopted from time to time by the Board of Directors for the common comfort, safety, convenience and protection of the Owners in their use and enjoyment of their Lots and of the Common Elements as adopted for the orderly administration of the Project and of the Condominium Project, and with all amendments thereof. Without in any manner intending to limit the generality of the foregoing, the Board of Directors shall have the right, but not the obligation, to promulgate rules and regulations regarding the use of the Common Elements by Owners and their guests, invitees, servants and lessees' employees and customers.

Section 22. Notwithstanding any of the provisions herein, the Association shall maintain full control of all of the Common Elements including the use, prohibition of use, and manner in which the same shall be maintained, landscaped or otherwise employed.

Section 23. Neither the Association nor the Owners may lease any portion of the amenities and facilities of the Project (including, without limitation, parking and recreational facilities) to any other party.

## ARTICLE XV

### PROVISIONS FOR PROTECTION OF MORTGAGEES

Section 1. As the operating fund is essential to the repair, replacement, upkeep, operation and administration of the Condominium Project and Common Elements and, accordingly, is essential to the safety, value and enjoyment of each individual Lot, any Lot's pro rata share of maintenance assessments, which is unpaid, shall become a first lien on such Lot except for any prior recorded mortgage or deed of trust.

Section 2. No mortgagee and no beneficiary or trustee under a deed of trust shall become personally liable for, or obligated for, any unpaid operating fund assessment; the Board of Directors, however, may enforce the lien of the unpaid assessment against the encumbered Lot, notwithstanding that the mortgagee is not personally liable therefor.

Section 3. In the event the monthly assessment of an Owner becomes delinquent for as much as sixty (60) days, the Board of Directors shall give written notice of such delinquency to the holder of any recorded mortgage on said Lot.

Section 4. A mortgagee, beneficiary, trustee, insurer, and guarantor of a recorded deed of trust on a Lot or Lots within the Project shall be entitled to written notification from the Board of Directors of the following: (i) any condemnation or casualty loss that affects either a material portion of the Project or the Lot securing its mortgage; (ii) any default in the performance of obligations imposed by this Master Deed on the Owner of any such Lot or Lots to which said mortgage or deed of trust relates, provided said default is not cured within thirty (30) days; (iii) a lapse, cancellation, or material modification of any insurance policy maintained by the Association; and (iv) any proposed action that requires the consent of a specified percentage of eligible mortgage holders. Notwithstanding anything in this Article XV to the contrary, a mortgagee, trustee, beneficiary, insurer, or guarantor of a recorded deed of trust on a Lot or Lots within the Project shall only be entitled to the notices provided for herein if such mortgagee, trustee, beneficiary, insurer, or guarantor delivers prior written notice to the Association of its name, address, and the Lot number or the address of the Lot on which it holds (or insures or guarantees) the deed of trust.

Section 5. Any holder of a mortgage or deed of trust which comes into the possession of a Lot or Lots pursuant to the remedies provided in said mortgage or deed of trust, or foreclosure of the mortgage or deed of trust, or deed (or assignment) in lieu of foreclosure, shall be exempt from any restriction on the rental of the mortgaged Lot.

Section 6. Any holder of a mortgage or deed of trust which comes into possession of a Lot or Lots pursuant to the remedies provided in the mortgage or deed of trust, by foreclosure, shall take the property free of any claims for unpaid assessments or charges against the mortgaged Lot which accrued prior to the time such holder comes into possession of the Lot or Lots.

Section 7. Unless all holders of first mortgage or deed of trust liens on individual Lots have given their prior written approval, or unless otherwise provided herein, the Board of Directors shall not be entitled to (i) change the pro rata interest or obligations of a Lot for purposes of levying assignments and charges and determining shares without the consent of the holder of the first mortgage lien on that Lot; (ii) partition or subdivide any Lot without the consent of the holder of the first mortgage lien on that Lot; nor (iii) by act or omission seek to abandon the condominium status of the Project except as provided by statute in case of substantial loss in the Lots and Common Elements of the Project.

Section 8. All taxes, assessments and charges which may become liens prior to the recording of any mortgage or deed of trust shall relate only to the individual Lot, and not the Project as a whole.

Section 9. The failure to give any notice provided herein shall not prejudice any right, or give rise to any liability, of the Board of Directors.

## ARTICLE XVI

### ASSESSMENTS - OPERATING FUND

Section 1. Each year, on or about October 15, the Board of Directors shall estimate for the next calendar year, and in each case, prorate among all the Lots on the basis of each Lot's percentage share set forth on Exhibit "D", the common expenses of the Association, consisting of the following:

- (1) that period's estimated costs of all General Common Expenses;
- (2) that period's estimated costs for the making of any and all necessary repairs, replacements, alterations to the Project;
- (3) that period's estimated costs for the operation, management and administration of the Association, including, but not limited to, fees for property management, fees for legal and accounting services, costs of mailing, postage, supplies and materials for operating the Association, and salaries, wages, payroll charges and other costs to perform these services, and any other costs constituting common expenses not otherwise herein specifically excluded;
- (4) that period's estimated costs of any utility usage benefiting the Project and not separately metered to individual Lot(s) (utilities serving individual Lot(s) shall be separately metered to each such Lot);
- (5) a reasonable maintenance reserve amount considered by the Board of Directors to be necessary for a reserve for maintenance, repairs, contingencies and replacements; and
- (6) a reasonable operating reserve amount considered by the Board of Directors to be necessary for a reserve for working capital, to assure the availability of funds for normal operations of the Association.

Section 2. All of the foregoing items are hereinafter referred to as, and included with the terms, operating fund, operating fund requirements, operating fund assessment or assessment. The Board of Directors shall, on or before November 1 of each year notify each Owner, in writing, as to the amount of such estimate of operating fund requirements with reasonable itemization thereof. Said operating fund requirements shall be assessed to the Owners according to each Lot's pro rata share of expenses and assessments as set forth in Exhibit D hereto. On or before the first of each and every month of each year, the Owner of each Lot shall be obligated to pay the Board of Directors, or as it may direct, 1/12 of the assessment (herein referred to as the monthly installment) made pursuant to this paragraph.



Section 3. If, for any reason, the Board of Directors fails, within the times aforesaid, to make the estimate of the operating fund requirements or to give notice thereof to each Owner, then monthly installments of operating fund assessments for the ensuing year shall continue to be in the same monthly amount as the preceding year, until the Board of Directors actually makes the new estimate of operating fund requirements and gives notice thereof to the Owners.

Section 4. On or before the date of the annual meeting of each calendar year, the Board of Directors shall supply all Owners an itemized accounting of the maintenance expenses for the preceding calendar year actually incurred and paid, together with an itemization of the amounts collected pursuant to the estimates provided and showing the net amount over or short of the actual expenditures plus reserves. Any amount accumulated in excess of the amount required for actual expenses and reserves shall be credited according to each Owner's percentage ownership in the current year's estimate, until exhausted, and any net shortage shall be added according to each Owner's percentage of ownership in the Common Elements to the installment next due.

Section 5. The Board of Directors shall establish and maintain reasonable reserves for items (vi) and (vii) set forth above in Article XVI(a). Extraordinary expenditures not originally included in the annual estimate, which may become necessary during the year, shall be charged first against such reserves. If said operating fund requirements prove inadequate for any reason, including nonpayment of any Owner's assessment, the Board of Directors may, at any time, levy a further assessment, which shall be assessed to the Owners according to each Owner's percentage of common expenses set forth on Exhibit D. The Board of Directors shall serve notice of such further operating fund assessment on all Owners by a statement in writing giving the amount and reasons therefor and the amount of the monthly installments, and such further assessment shall become effective with the monthly operating fund payment which is due more than ten (10) days after the delivery or mailing of such notice of further assessment. All Owners shall be obligated to pay the adjusted amount.

Section 6. If assessments collected are in excess of the funds necessary to meet the anticipated expenses for which the same have been collected, the excess shall be retained as reserves, or as reductions in future assessments, as determined by the Board of Directors, in its sole discretion, and shall in no event be deemed profits nor available, except on dissolution of the Association, for distribution to the Owners.

Section 7. The initial monthly assessment (year 2020) shall not exceed One Hundred and No/100ths Dollars (\$100.00) per Lot (to be paid on a monthly basis for balance of year) and shall commence on the first day of the first full calendar month commencing after the date of the closing of the sale of the Lot. Prorations shall be collected at closing for partial months. Prorations for hazard insurance shall also be made at closing. Notwithstanding the foregoing, each Owner, upon the closing of the purchase of his or her Lot, shall pay the Association an amount equal to the then current one (1) month's assessment for the maintenance reserve; one (1) month's assessment for the operating reserve; any transfer fee and management.

Section 8. The failure or delay of the Board of Directors to prepare or serve the annual or adjusted estimate on the Owner shall not constitute a waiver or release of such Owner's obligation to pay the maintenance costs and necessary reserves, as herein provided, whenever the same shall be determined, and, in the absence of any annual estimate or adjusted estimate, the Owner shall continue to pay the monthly operating fund assessment, as above provided, at the then existing monthly rate established for the previous period until the monthly maintenance payment which is next due more than ten (10) days after such new annual or adjusted estimate shall have been mailed or delivered.

Section 9. The Developer shall not owe any operating fund assessments on any Lot owned by the Developer relative to any Lot. The Developer shall be entitled to reimbursement of any sums which it has advanced in payment of operating fund costs or expenses occurring from and after the date of recording of the Master Deed.

ARTICLE XVII  
LIEN OF UNPAID ASSESSMENTS

Each Lot's pro rata share of expenses and of the operating fund assessments, payable in monthly installments as above provided, shall be due and payable on the first of the month for which assessed, and shall become delinquent if not paid by the twentieth of the month in which payable. If not paid by the twentieth of the month, the assessment shall earn interest from the date of delinquency at the maximum legal interest rate. Any delinquent installment of a Lot's operating fund assessment, plus interest referred to in the preceding sentence, and all expenses incurred with collecting the same (including, without limitation, reasonable attorney's fees) shall immediately and without further demand or notice, become a lien on that Lot, and all incidents and appurtenances thereto. Such lien shall have priority over any subsequently recorded mortgage or deed of trust as provided in Article XV. Any mortgagee shall be entitled, however, to the provisions for the protection of mortgagees as set out in Article XV above, and such delinquent installment shall not take precedence over an earlier recorded mortgage or deed of trust.

In any and all events, the lien of any delinquent and unpaid assessment against a Lot shall take precedence over the lien of any judgment or attachment and shall take precedence over the title of any trustee in bankruptcy. The lien of any delinquent and unpaid assessment which remains unpaid for a period of ten (10) years from date of assessment shall be declared extinguished and paid in full.

ARTICLE XVIII  
REMEDIES FOR DEFAULT AND FOR BREACH OF COVENANTS, RESTRICTIONS AND  
REGULATIONS

Each Owner, tenant, occupant or invitee shall be governed by and shall comply with the provisions of this Master Deed, the Bylaws, the Community Policies and Guidelines and the decisions, resolutions and regulations from time to time adopted by the Board of Directors; and

failure to comply with the same or any default shall entitle the Board of Directors or other Owners to the following relief:

Section 1. Any such default shall be grounds for an action by the Board of Directors on behalf of the other Owners or by the Owners to recover any sums or amounts due, to recover damages or to secure injunctive relief, foreclosures of any lien, or any combination thereof.

Section 2. All Owners shall be liable for the expense of any maintenance, repair or replacement rendered necessary by his act, neglect or carelessness or by that of his or their invitees, employees, agents or lessees, but only to the extent that such expenses are not met by the proceeds of insurance carried by the Board of Directors, or by insurance carried by any injured or damaged Owner. (Where insurance is carried, it is agreed and intended that no insurer shall have any right of subrogation or any right of action, against the Developer, any Owner, his lessees, invitees, employees or agents.)

Section 3. In any proceeding arising because of an alleged default by an Owner, the Board of Directors or Co-Owners bringing such suit shall be entitled to recover from the Owner the costs of the proceeding and reasonable attorney's fees.

Section 4. The failure of the Board of Directors or of an Owner to enforce any right, provision, covenant or condition which may be granted by the Master Deed and Bylaws shall not constitute a waiver of the right of the Board of Directors or Owner to enforce such right, provisions, covenant or condition in the future.

Section 5. By the acceptance and recordation of a deed to a Lot or Lots, for the purpose of enforcing the lien of any unpaid and delinquent assessment, or any other amount due, by an Owner to the Association or Board of Directors hereunder, each Owner grants unto the Board of Directors irrevocably the power to sell his Lot at public outcry to the highest and best bidder for cash as provided herein. The Board of Directors is also authorized to elect to enforce any lien by

action in court. Any such sale shall be made after first advertising the sale of said property by not less than three (3) weekly publications in some newspaper published in Cheatham County, Tennessee, giving notice of the time and place of such sale, and by written notice of the time and place of such sale delivered to the Owner's Lot. Any sale of a Lot to enforce a lien for delinquent and unpaid assessments shall be free from equity of redemption, homestead and all other exemptions including without limitation any statutory, equitable or other common law right of redemption, all of which are expressly waived by the Owners; and any such sale and the lien enforced thereby shall take precedence over and have priority over any and all other liens of every nature against the Lot, except real estate and ad valorem taxes assessed against the Lot and any superior recorded deed of trust. The proceeds of any such sale, whether under the power of sale or by foreclosure suit, shall be applied first to the payment of the expenses of protecting the property and the expenses of litigation, attorney's fees and sales commission; and second, to the payment of real estate and ad valorem taxes assessed against the Lot and any superior recorded deeds of trust (unless such sale is made subordinate to such deeds of trust); and third, to the payments of all amounts due the Board of Directors and the other Owners under the terms of the Master Deed and Bylaws, and the balance, if any, to the Owner whose Lot is sold and his assigns. Upon any default in the payment of any assessment, the Board of Directors shall have the right to all rents, issues and profits from the Lot in default and shall have the right to secure the payment through notice to those in possession of the Lot or by entry into possession in the same manner as a mortgagee entering into possession following default, or to have a court appointed receiver take possession of the Lot.

Section 6. All rights, remedies and privileges granted to the Board of Directors or an Owner, pursuant to any terms, provisions, covenants or conditions of the Master Deed and Bylaws shall be deemed to be cumulative and the exercise of any one or more shall not be deemed to constitute an election of remedies nor shall it preclude the party thus exercising the same from exercising such other and additional rights, remedies or privileges as may be granted to such party by the Master Deed and Bylaws or at law or in equity.



Section 7. Each Owner shall have a right of action against any other Owner or the Association for any failure to comply with their respective obligations under this Master Deed, the Association's Charter and Bylaws, and any other document governing the Association, including any decisions of the Association.

## ARTICLE XIX

### TERMINATION OF HORIZONTAL PROPERTY REGIME

Section 1. All of the Owners of Lots constituted into a horizontal property regime may by deed waive this regime and regroup or merge the filial estates with the Land, provided that the filial estates are unencumbered or, if encumbered, that the creditors in whose behalf the encumbrances are recorded accept as security the undivided portions of the Land owned by the debtors.

Section 2. The merger provided for in the preceding section shall in no way bar the subsequent constitution of the Land into another horizontal property regime whenever so desired and upon observance of the provisions of the Horizontal Property Act.

Section 3. Alternatively, the horizontal property regime herein created may be terminated at any time and in such manner and upon such terms as are mutually agreeable by the unanimous agreement, consent and act, expressed in writing and duly acknowledged and recorded, of all Owners, and of all mortgagees who have liens upon Lots.

Section 4. In the event of any liquidation or termination of the legal status of the Project (including without limitation, as a result of casualty, condemnation or any other reason), after payment of all debts and expenses of the Association, all sums, losses, awards and proceeds held by the Association and/or its Board of Directors (including without limitation operating and reserve funds and insurance or condemnation proceeds) shall be distributed among the Owners of the Lots in proportion to their undivided interests in the Common Elements.

ARTICLE XX  
COVENANTS RUNNING WITH THE LAND

All provisions, conditions, restrictions, options, benefits and burdens contained in this Master Deed and the Bylaws attached hereto and forming a part hereof shall be construed as covenants running with the land and with every part thereof and every interest therein, including, but not limited to, every Lot and the incidents and appurtenances of every Lot; and every Owner and every claimant of any interest of any nature at any time in the Land, or any Lot, either present or future, and his heirs, executors, administrators, successors and assigns shall be bound by and entitled to the benefits of the same.

ARTICLE XXI  
RIGHT TO EXPAND

The Project may be expanded and additional Lots may be added at the sole discretion of the Developer.

ARTICLE XXII  
GENERAL PROVISIONS AND SEVERABILITY

Section 1. The Developer, as Owner of all of the Lots at the time of execution of the Master Deed, shall name the original Board of Directors, who shall serve for a term as provided in Article V, Section 5, of the Bylaws of the Association and until their successors are appointed or elected. The original members of the Board of Directors need not be Owners, notwithstanding any provision of the Bylaws to the contrary.

Section 2. If any term, covenant, restriction, provision, phrase or other element of the Master Deed, Plat or Bylaws is held to be invalid or unenforceable for any reason whatsoever,

such holding shall not be deemed to affect, alter, modify or impair in any manner whatsoever any other term, provision, restriction, covenant or element of the said documents.

Section 3. Captions used in the Master Deed and Bylaws are inserted solely as a matter of convenience and shall not be relied upon or used in construing the effect or meaning of any of the text of the Master Deed and Bylaws.

Section 4. If any provision of this Master Deed or any section, sentence, clause, phrase or word or the application thereof in circumstance be judicially held in conflict with the laws of the State of Tennessee, including without limitation the Horizontal Property Act, then the said laws shall be deemed controlling, and the validity of the remainder of this Master Deed and the application of any provision, section, sentence, clause, phrase or word in other circumstances shall not be affected thereby.

Section 5. The contents of this Master Deed and/or the Bylaws may be amended by the Developer as hereinafter provided; or alternatively by recording an amendment bearing the signature of the Owners of record of at least two-thirds (2/3) of the total votes of the Owners and, for so long as Developer owns at least one (1) Lot, the Developer. Nothing herein contained shall require the holder of a security interest in a Lot to join in an amendment unless the amendment changes the size of said Lot or the pro rata interest of said Lot in Common Elements, but no such joinder shall be required if the amendment is specifically provided for herein.

Section 6. Owners shall be entitled to cast one (1) vote for each Lot owned. The number of votes to which each Lot is entitled is set out in Exhibit D hereto.

Section 7. The percentage of undivided interest in the Common Elements shall not be separated from the Lot to which it appertains and shall be deemed to be conveyed or encumbered or released from liens with the Lot even though such interest is not expressly mentioned or described in the conveyance or other instrument.

Section 8. Notwithstanding anything herein to the contrary, the Developer reserves the right to amend this Master Deed and the Bylaws attached hereto as Exhibit E until such time as Developer has sold and conveyed seventy-five percent (75%) of the total number of Lots or until five (5) years from the date of recording this Master Deed, whichever shall last occur. However, no such amendment may change the percentage of ownership interest of a Lot (except as set forth in Article XXI) without the consent of the affected Owner or applicable mortgagee(s). Any amendment by the Developer shall be effective on recording same in the Cheatham County Register's Office and delivering a copy thereof by certified mail to the Board of Directors of the Association.

Section 9. Developer shall have the right to assign its rights and obligations under this Master Deed without the prior consent, permission or approval of any other party. After such assignment, Developer shall have no further liability under or in connection with this Master Deed to any party.

IN WITNESS WHEREOF, the Developer has caused this Master Deed to be executed effective the \_\_\_\_\_ day of \_\_\_\_\_, 2020.

Eleanor Village, LLC

a Tennessee limited liability company

By:

Title:

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

Before me, the undersigned Notary Public in the State and County aforesaid, personally appeared with whom I am personally acquainted and who, upon oath, acknowledged herself to be the of \_\_\_\_\_, the within named bargainer, a \_\_\_\_\_, and that she as such \_\_\_\_\_, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the \_\_\_\_\_ by herself as such \_\_\_\_\_.

Witness my hand and official seal at office this day of \_\_\_\_\_, 2020.

My commission expires:

Notary Public

#### JOINDER OF MORTGAGE

\_\_\_\_\_, herein called the mortgagee, the holder of a Deed of Trust on the Land described on page 1 of the Master Deed, which Deed of Trust is recorded under Register's Number \_\_\_\_\_, in the Register's Office of Cheatham County, Tennessee, joins in submitting the Land to the horizontal property regime created hereby, as allowed and permitted by Section 66-27-101, et seq., of the Tennessee Code Annotated. Said Deed of Trust remains prior to any liens created by said Master Deed.

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

Personally appeared before me, a Notary Public in and for said State and County, duly commissioned and qualified, \_\_\_\_\_, with whom I am personally acquainted, and who acknowledged that he executed the within instrument for the purposes therein contained and who further



acknowledged that he is the of \_\_\_\_\_ (the “Maker”) and is authorized by the Maker to execute this instrument on behalf of the Maker.

WITNESS my hand at office this day of 2020.

\_\_\_\_\_  
\_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

My commission expires:

Notary Public

EXHIBIT A LEGAL DESCRIPTION

EXHIBIT B PLAT

EXHIBIT C SITE PLAN

EXHIBIT D

Lot Pro Rata Share of Expenses and Building/Lot Assessments and Pro Rata

Number Lot Type Interest in Common Elements

Number of Votes Per Lot



EXHIBIT E  
BYLAWS OF  
ELEANOR VILLAGE HOMEOWNER'S ASSOCIATION, INC

ARTICLE I

Section 1. Name. The name of this corporation is Eleanor Village Homeowner's Association, Inc. (the "Association"). Its principal place of business is 1152 Duncanwood Drive, Nashville, TN 37204. The Association may have such other offices within or without the State of Tennessee as the Board of Directors or the Owners may from time to time designate.

Section 2. Purpose. The purpose of the Association is to administer on a non-profit basis, and through a Board of Directors, Eleanor Village Homeowner's Association, to elect the Board of Directors; to amend and supplement from time to time these Bylaws and the system of administration; and to do and perform any and all other things, matters, or acts required by or permitted by the Owners or an assembly or council under The Horizontal Property Act of the State of Tennessee, T.C.A. § 66-27-101, et seq.

ARTICLE II

Section 1. Applicability. These Bylaws and each provision thereof shall be applicable to all Owners of Lots as defined in the Master Deed for Eleanor Village Homeowner's Association in the Register's Office of Cheatham County, Tennessee (the "Master Deed"). All capitalized terms not otherwise defined herein shall have the respective meaning ascribed thereto in the Master Deed.

ARTICLE III

Section 1. Eligibility. The Owner or Owners of a Lot, who have become such in compliance with all of the requirements and conditions contained in the Master Deed, including these Bylaws, shall be entitled to attend and vote at all meetings of the Association. The Developer shall be considered the Owner of each Lot which is unsold by it. Ownership of a Lot shall be the sole qualification for membership in the Association.

Section 2. Voting Rights. The Owner or Owners of a Lot shall be entitled to vote at all meetings of the Association, as provided in Section (f) of Article XXII of the Master Deed. Where two or more persons own a Lot, the vote allocated to that Lot shall be cast by the one authorized by such two or more Owners, and in the event of failure of such authorization, no vote shall be recorded for that Lot. Where only one of two or more Owners of a Lot is present in person at a meeting, such one shall be presumed to be authorized by all Owners of said Lot and shall be entitled to cast the vote with respect for that Lot. Where one person or a group of persons owns more than one Lot, such person or group shall be entitled to cast one (1) vote for each Lot owned.

Section 3. Corporation as Owner. In the event a partnership, trustee, corporation or other entity owns a Lot or Lots, after having complied with all conditions precedent contained in the Master Deed, including these Bylaws, the votes of such may be cast by a partner, trustee or officer of the same or by any person authorized in writing by a partner, trustee or officer thereof, to represent the same.

#### ARTICLE IV

Section 1. Place of Meeting. Meetings of the membership shall be held at the principal office or the place of business of the Association or at such other suitable place convenient to the membership as may be designated by the Board of Directors.

Section 2. Annual Meetings. The annual meetings of the Association shall be held at 6:00 P.M. on the 15th of November of each year, beginning in accordance with Article V hereof, at a place designated in writing to the Owners of all Lots, for the purpose of appointing or electing a Board of Directors and of transacting any other business authorized to be transacted by the Owners; provided, however, that if such day is a legal holiday, then the meeting shall be held at the same hour on the next following business day.

Section 3. Special Meetings. Special meetings of the Association shall be held whenever called by the President, the Board of Directors or by the written request of Owners holding at least twenty five percent (25%) of the total votes of the Association. When a special meeting is so called, the Secretary shall mail or deliver written notice of the meeting to all Owners.

Section 4. Notice of Meetings. It shall be the duty of the Secretary to mail or deliver a notice of each annual or special meeting, stating the date, time and place (and purpose, in the case of special meetings) thereof, to each Owner of a Lot(s) of record, at his or her address as it appears on the membership book of the Association, if any, or if no such address appears, at his or her last known place of address, at least ten (10) days but no more than two (2) months prior to such meeting. Proof of such mailing or delivery may be given by the written statement of the Secretary or other person giving the notice. Attendance by an Owner of a Lot at any meeting of the Owners shall be a waiver of notice by him or her of the time, place and purpose thereof.

Section 5. Quorum. The presence, either in person or by proxy, of Owners representing at least fifty-one percent (51%) of the total votes entitled to be cast with respect to any question, shall be requisite, and shall constitute a quorum, for the transaction of business at all meetings of Owners. If the number of Owners at a meeting drops below the quorum and the question of a lack of a quorum is raised, no business may thereafter be transacted.

Section 6. Adjourned Meeting. If any meeting of Owners cannot be organized because a quorum has not attended, the Owners who are present, either in person or by proxy, may, except

as otherwise provided by law, adjourn the meeting to a time not less than forty-eight (48) hours from the time the original meeting was called.

Section 7. Voting. At every meeting of the Owners, each of the Owners of Lot(s) shall have the right to cast his or her vote on each question. The vote, in person or by proxy, of Owners representing a fifty-one percent (51%) majority of the total votes entitled to be cast with respect to any decision required to be approved by the Owners shall decide any question brought before such meeting, unless the question is one upon which, by express provision of statute or of the Charter of Incorporation, or of the Master Deed, or of these Bylaws, a different vote is required, in which case such express provision shall govern and control. No Owner shall be eligible to vote, either in person or by proxy, or to be elected to the Board of Directors, who is shown on the books or management accounts of the Association to be more than sixty (60) days delinquent in any payment due the Association.

Section 8. Proxies. Votes may be cast in person or by proxy. Proxies, to be valid, shall be in writing for the particular meeting designated therein and any adjournments thereof and shall be filed with the secretary of the Association prior to the meeting.

Section 9. Action Without Meeting. Whenever the vote of Owners at a meeting thereof is required or permitted to take any action in accordance with any statute, the Master Deed or these Bylaws, such meeting and vote may be dispensed with if all Owners who would have been entitled to vote upon such action receive a written ballot from the Association. The written ballot shall set forth each proposed action and provide an opportunity to vote for or against each proposed action. Approvals shall be valid only when the number of votes cast by ballot equals or exceeds the quorum required to be present at a meeting authorizing the action, and the number of approvals equal or exceeds the number of votes that would be required to approve the matter at a meeting at which the total number of votes cast was the same as the number of votes cast by ballot.



Section 10. Order of Business. The order of business at all regularly scheduled meetings of the Owners shall be as follows:

- (a) Roll call and certificate of proxies.
- (b) Proof of notice of meeting or waiver of notice.
- (c) Reading of minutes of preceding meeting.
- (d) Reports of Officers, if any.
- (e) Reports of committees, if any.
- (f) Unfinished business.
- (g) New business.
- (h) Election or appointment of inspectors of election.
- (i) Election of directors.

In the case of a special meeting, items (a) through (d) shall be applicable and thereafter the agenda shall consist of the items specified in the notice of the meeting.

## ARTICLE V

Section 1. Number of Qualification. The administration of the Association, its business and affairs, and management of the Common Elements shall be vested in its Board of Directors, which shall consist of at least three (3) persons until the second meeting of Owners in accordance

with Section 5 of this Article V. At such meeting, the Owners shall elect three (3) persons to replace the former Directors in accordance with Section 5 of this Article V, a majority of whom shall be Owners in Eleanor Village Condominiums, or in the event of Ownership of a Lot by a partnership, trustee, corporation or other entity, a partner, trustee, officer or other designated representative thereof.

Section 2. Initial Directors. The initial Directors shall be elected by the Developer and need not be Owners of the Association. The names of the Directors who shall act as such from the date upon which the Master Deed is recorded in the Register's Office of Cheatham County, Tennessee, until the first annual meeting of the Owners or until such time as their successors are duly chosen and qualified are as follows:

Section 3. Power and Duties. The Board of Directors shall have the powers and duties necessary for the administration of the affairs of the Association and of Eleanor Village Condominiums may do all such acts and things as are not by law or by these Bylaws directed to be exercised and done by the Owners. The powers and duties of the Board of Directors shall include, but not be limited to, the following:

- (a) To hold title to and possession of funds and property, including the maintenance funds and other assessments and including title to any purchased Lot or purchased leasehold interest pursuant to the powers hereinabove conferred, as trustee for the use and benefit of the Owners of Lots;
- (b) To make and collect maintenance fund assessments against Owners to defray the costs of the condominiums, including, without limitation, all costs and expenses of maintaining, repairing, replacing, improving, altering, operating and administering the Common Areas of the Lots and the Common Elements and of engaging all necessary service and employees therefor;

(c) To use the proceeds of assessments in the exercise of its powers and duties;

(d) To oversee the maintenance, repair, replacement, operation and administration of the condominium property, including the Common Areas of the Lots and the Common Elements;

(e) To oversee the reconstruction of the improvements after casualty and the further improvements of the property, including buildings and Common Elements;

(f) To make and amend regulations respecting the use of the property in the condominium, including the buildings and Common Elements;

(g) To enforce by legal means, or otherwise, the provisions of the Master Deed, including the Bylaws and the regulations for the use of the property;

(h) To contract for the management of the Association and to delegate to a manager the management duties of the Board of Directors, to be performed by such manager under the supervision of the Board of Directors;

(i) To pay any taxes and assessments which are liens against any part of the property other than individual Lots and the appurtenances thereto and to assess the same against the Lot subject to such liens; to oppose the levying of any such taxes;

(j) To carry insurance for the protection of Owners and the Board of Directors against casualty and liabilities;

(k) To pay the cost of all power, water, sewer and other utility services rendered to the Association and not billed to Owners of individual Lots;

(l) To employ personnel for reasonable compensation to perform the services required for proper administration of the Association, including, without limitation, auditors, attorneys, bookkeepers and managers;

(m) To contract for treatment of the condominium development against termites and other damage causing insects or organisms, with the cost to be paid through the monthly assessments;

(n) To designate, hire and/or dismiss the personnel necessary for the good working order of Eleanor Village Condominiums and to provide services for the community in a manner consistent with law and the provisions of these Bylaws and the Master Deed; and

(o) To take such other and additional actions as may be deemed advisable to carry out the intent and purposes hereof.

Section 4. Nomination. Nomination for election to the Board of Directors shall be made by a Nominating Committee. 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 Owners. The Nominating Committee shall be appointed by the Board of Directors prior to each annual meeting of the Owners, 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. Such nominations may be made from among Owners or non-Owners.

Section 5. Election and Term of Office.

(a) The term of the Directors named herein shall expire when their successors have been elected at the first meeting of Owners and are duly qualified. No later than the date that the Developer has sold and conveyed Lots that represent a total of twenty-five percent (25%) or more of the undivided interests in the Common Elements, the Owners shall meet, and at such meeting Owners other than Developer shall elect one-third (one) of the Directors and the Developer shall elect the other two-thirds (two) of the Directors, which three Directors shall serve until the meeting described in the next paragraph.

(b) Within the earlier of (i) four (4) months after seventy-five percent (75%) of the Lots have been conveyed to Lot purchasers; or (ii) five (5) years after the first Lot is conveyed to a Lot purchaser, all Owners shall meet, including Developer, and shall elect three (3) Directors to replace all of those Directors earlier elected or designated by the Owners or Developer, respectively. At least a majority of the Directors (i.e., at least two (2) Directors) shall be elected by the Owners other than the Developer. The terms of the three (3) Directors shall be staggered so that the terms of one-third (one) of the Directors will expire and a successor will be elected at each annual meeting of the Owners thereafter. At such annual meetings, a successor to the Director whose terms then expire shall be elected to serve terms lasting for a period of three years or until his or her successor has been elected and duly qualified.

Section 6. Vacancies. Vacancies in the Board of Directors caused by any reason other than the removal of a Director by a vote of the Owners shall be filled by vote of the majority of the remaining Directors, even though they may constitute less than a quorum; and each person so elected shall be a director until a successor is elected by the Owners at the next annual meeting.

Section 7. Removal of Directors. At a regular meeting, or special meeting duly called for such purpose, any Director may be removed with or without cause by the affirmative vote of

Owners representing at least two-thirds (2/3) of the total votes of Owners present (but in no event by less than the affirmative vote of Owners representing a fifty-one percent (51%) majority of the total votes entitled to be cast) and a successor may then and there be elected to fill the vacancy thus created. The term of any Director who becomes more than sixty (60) days delinquent in payment of any assessments and/or carrying charges due the Association shall be automatically terminated and the remaining Directors shall appoint his successor as provided in Section 6 of this Article.

Section 8. Compensation. No compensation shall be paid to any Director for services as such, except upon approval by a majority of the total votes of the Owners at a meeting of the Owners. Any member of the Board may be reimbursed for expenses actually incurred by him upon approval by the Board. This provision shall not preclude, however, the Board of Directors from employing an independent contractor for some or all of the above services or employing an officer or administrator as an employee of the Association, such as manager or as a bookkeeper, auditor, attorney or the like.

Section 9. Organizational Meeting. The first meeting of a newly elected Board of Directors shall be held within ten (10) days of election at which such Directors were elected, and no notice shall be necessary to the newly elected Directors in order legally to constitute such meeting, provided a majority of the whole Board of Directors shall be present.

Section 10. Regular Meetings. Regular meetings of the Board of Directors may be held at such time and place as shall be determined, from time to time, by a majority of the Directors. Notice of regular meetings of the Board of Directors shall be given to each Director, personally or by mail, telephone, telegraph or facsimile, at least two (2) days prior to the day named for such meeting unless such notice is waived.

Section 11. Special Meetings. Special meetings of the Board of Directors may be called by the President or any two (2) Directors on at least two (2) days' notice to each Director, given



personally or by mail, telephone, telegraph or facsimile, which notice shall state the date, time, place and purpose of the meeting.

Section 12. Waiver of Notice. Before or at any meeting of the Board of Directors, any Director may, in writing, waive notice of such meeting and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a Director at any meeting of the Board of Directors shall be a waiver of notice by him of the time, place and purpose thereof. If all the Directors are present and remain present at any meeting of the Board of Directors, no notice shall be required and any business may be transacted at such meeting.

Section 13. Quorum. At all meetings of the Board of Directors the presence of a majority of the Directors entitled to vote shall constitute a quorum for the transaction of business, and the acts of the majority of the Directors present at a meeting at which a quorum is present shall be the acts of the Board of Directors. If at any meeting of the Board of Directors there be less than a quorum present, the majority of those present may adjourn the meeting from time to time until a quorum is present. At any such adjourned meeting, any business which might have been transacted at the meeting as originally called may be transacted without further notice.

Section 14. Action Without Meeting. Any action of the Board of Directors required or permitted to be taken at any meeting may be taken without a meeting if all of the members of the Board of Directors shall individually or collectively consent in writing to take such action without a meeting. Such written consent or consents describing the action taken and signed by each Director shall be filed with the minutes of the proceedings of the Board of Directors. If all Directors consent to taking such action without a meeting, the affirmative vote of the number of Directors that would be necessary to take such action at a meeting is the act of the Board.

Section 15. Fidelity Bonds. The Board of Directors may require that all officers and employees of the Association handling or responsible for the Association's trust funds shall furnish adequate fidelity bonds. The premiums on such bonds shall be paid by the Association.

## ARTICLE VI

Section 1. Designation. The principal officers of the Corporation shall be a President, a Vice President, a Secretary and a Treasurer, all of whom shall be elected by the Board of Directors. Prior to the first annual meeting of members, the officers of the Association need not be members of the Association. The Directors may appoint an assistant secretary and an assistant treasurer and such other officers as in their judgment may be necessary. The offices of Secretary and Treasurer may be filled by the same person.

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

Section 3. Removal of Officers. Upon an affirmative vote of a majority of the members of the Board of Directors, any officer may be removed either with or without cause, and his successor elected at any regular meeting of the Board of Directors, or at any special meeting of the Board of Directors called for such purpose.

Section 4. President. The President shall be the chief executive officer of the Association. He or she shall execute contracts and agreements in the name and behalf of the Board when directed by the Board. He or she shall preside at all meetings of the Owners and of the Board of Directors. He or she shall have all of the general powers and duties which are usually vested in the office of president of an association, including, but not limited to, the power to appoint committees from among the membership from time to time as such person may, in his or her discretion, decide is appropriate to assist in the conduct of the affairs of the Association.

Section 5. Vice President. The Vice President shall take the place of the President and perform his or her duties whenever the President shall be absent or unable to act. If neither the

President nor the Vice President is able to act, the Board shall appoint some other member of the Board to do so on an interim basis. The Vice President shall also perform such other duties as shall from time to time be delegated to him or her by the Board of Directors.

Section 6. Secretary. The Secretary shall keep the minutes of all meetings of the Board of Directors and the minutes of all meetings of the Owners of the Association; he or she shall have custody of the seal of the Association, if any; have charge of the membership transfer books and of such other books and papers as the Board of Directors may direct; and shall, in general, perform all duties incident to the office of Secretary.

Section 7. Treasurer. The Treasurer shall have responsibility for corporate funds and securities and shall be responsible for keeping full and accurate accounts of all receipts and disbursements in books belonging to the Association. He or she shall be responsible for the deposit of all monies and other valuable effects in the name, and to the credit, of the Association in such depositories as may from time to time be designated by the Board of Directors.

Section 8. Compensation. No compensation shall be paid to any officer for services as such, except upon approval by a majority of the total votes of the Owners. Any officer may be reimbursed for expenses actually incurred by him or her upon approval by the Board.

## ARTICLE VII

Section 1. Liability and Indemnification of Officers and Directors. The Association shall indemnify every officer and Director of the Association against any and all expenses, including counsel fees, reasonably incurred by or imposed upon any officer or Director in connection with any action, suit or other proceeding (including the settlement of any such suit or proceeding) if approved by the then Board of Directors of the Association to which he or she may be made a party by reason of being or having been an officer or Director of the Association, whether or not such person is an officer or Director at the time such expenses are incurred. The officers and

Directors of the Association shall not be liable to the Owners of the Association for any mistake of judgment, negligence, or otherwise, except for their own individual willful misconduct or bad faith. The officers and Directors of the Association shall have no personal liability with respect to any contract or other commitment made by them, in good faith, on behalf of the Association or of Eleanor Village Condominiums (except to the extent that such officers or Directors may also be Owners of Lots), 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 or Director of the Association or former officer or Director of the Association may be entitled.

Section 2. Common or Interested Directors. The Directors shall exercise their powers and duties in good faith and with a view to the interest of the Association and the planned development. No contract or other transaction between the Association and one or more of its Directors, or between the Association and any corporation, firm or association (including the Developer) in which one or more of the Directors of this Association are Directors or officers or are pecuniarily or otherwise interested, is either void or voidable because such Director or Directors are present at a meeting of the Board of Directors or any committee thereof which authorizes or approves the contract or transaction, or because his or their votes are counted for such purpose, if any of the conditions specified in any of the following subparagraphs exist:

- (a) The fact of the common directorate or interest is disclosed or known to the Board of Directors or a majority thereof or noted in the minutes, and the Board authorizes, approves, or ratifies such contract or transaction in good faith by a vote sufficient for the purpose; and
- (b) The contract or transaction is commercially reasonable to the Association at the time it is authorized, ratified, approved or executed.

Common or interested Directors may be counted in determining the presence of a quorum of any meeting of the Board of Directors or committee thereof which authorizes, approves or ratifies any contract or transaction with like force and effect as if he or she were not such Director or officer of such other corporation or not so interested.

## ARTICLE VIII

Section 1. Management and Common Expenses. The Association, acting by and through its Board of Directors, shall manage, and operate the affairs of the Association and, for the benefit of the Lots and the Owners thereof, shall enforce the provisions hereof and shall pay out of the common expense fund herein and elsewhere provided for, the following:

- (a) The cost of such insurance as the Association may effect from time to time
- (b) The cost of providing such legal and accounting services as may be considered necessary to the operation of the Association and Eleanor Village Condominiums.
- (c) The cost of any and all materials, supplies, labor, services, maintenance, repairs, taxes, assessments or the like, which the Association secures in the discretion of the Board of Directors or by the vote of the Owners shall be deemed necessary or proper.
- (d) The cost of the maintenance or repair on any Lot in the event such maintenance or repair is reasonably necessary in the discretion of the Board of Directors to protect the general common area or to preserve the appearance or value of Eleanor Village Condominiums or is otherwise in the interest of the general welfare of all Owners of the Lots; provided, however, that no such maintenance or repair shall be undertaken without a resolution by the Board of Directors and not without reasonable written notice to the Owner of the Lot

proposed to be maintained and provided, further, that the cost thereof shall be assessed against the Lot on which such maintenance or repair is performed and, when so assessed, a statement for the amount thereof shall be sent promptly to the then Owner of said Lot at which time the assessment shall become due and payable and a continuing lien and obligation of said Owner.

(e) All other items which are listed as responsibilities of the Association as found in the Master Deed.

Section 2. Right of Entry. For the purpose solely of performing any of the repairs or maintenance required or authorized by these Bylaws, or in the event of a bona fide emergency involving illness or potential danger to life or property, the Association, through its duly authorized agents or employees, shall have the right, after reasonable efforts to give notice to the Lot Owner or occupant, to enter upon any Lot at any hour considered to be reasonable under the circumstances.

## ARTICLE IX

Section 1. Fiscal Year. The fiscal year of the Association shall begin on the first day of January every year, except for the first fiscal year of the Association, which shall begin at the date of incorporation. The commencement day of the fiscal year herein established shall be subject to change by the Board of Directors should corporate practice subsequently dictate.

Section 2. Books and Accounts. Books and accounts of the Association shall be kept under the direction of the Treasurer in accordance with good accounting practice. The same shall include books with detailed accounts, in chronological order, of receipts and of the expenditures affecting Eleanor Village Condominiums and its administration and shall specify the maintenance and repair expenses incurred. That amount of any assessment required for payment

of any capital expenditures of the Association shall be credited upon the books of the Association to the "Paid-In-Surplus" account as a capital contribution by the Owners.

Section 3. Reports. The Association shall furnish its Owners, and the holder of first mortgages requesting same within ninety (90) days from the date of close of each fiscal year, with an annual financial statement, including the income and disbursements of the Association.

Section 4. Inspection of Books. The books and accounts of the Association, and vouchers accrediting the entries made thereupon, shall be available for examination by the Owners, and/or their duly authorized agents or attorneys, and to the institutional holder of any first mortgage on any Lot and/or its duly authorized agents or attorneys, during normal business hours and for purposes reasonably related to their interest as Owners.

Section 5. Execution of Association Documents. With the prior authorization of the Board of Directors, all notes and contracts shall be executed on behalf of the Association by either the President or Vice President, and all checks shall be executed on behalf of the Association by such officers, agents, or other persons as are from time to time so authorized by the Board of Directors.

Section 6. Employment of Management Company. The Association shall be authorized to employ a management company to aid the Association in carrying out its duties and responsibilities. Prior to passage of control of the Association from the Developer, no management or service contract shall be entered into unless there is a right of termination, without cause, upon ninety (90) days' written notice.

## ARTICLE X

Section 1. Amendments. These Bylaws and the system of administration may be amended by the affirmative vote of (i) Owners representing at least two-thirds (2/3's) of the total votes



entitled to be cast at any meeting of the Owners duly called for such purpose, and (ii) the Developer, so long as the Developer owns any Lot and only after thirty (30) days' prior written notice to the institutional holders of all first mortgages on the Lots in Eleanor Village Condominiums. Amendments may be proposed by the Board of Directors or by petition signed by Owners representing at least thirty percent (30%) of the total number of votes entitled to be cast. A description of any proposed amendment shall accompany the notice of any regular or special meeting at which such proposed amendment is to be voted upon. The said system of administration and these Bylaws, however, may only be amended in such manner that all of the provisions required by the Code of Tennessee to be within the contents of the Bylaws shall always be embodied in the Bylaws. No such modification or amendment of a system of administration or of these Bylaws shall be operative unless and until it is embodied in a written instrument and is recorded in the Register's Office of Cheatham County, Tennessee.

## ARTICLE XI

Section 1. Notice to Board of Directors. Any Owner of any Lot who mortgages such Lot shall promptly notify the Board of Directors of the name and address of his mortgagee and, if requested so to do, shall file a conformed copy of such mortgage with the Board of Directors. The Board of Directors shall maintain suitable records pertaining to such mortgages.

Section 2. Definition. As used in this Article, the term "mortgagee" shall mean any mortgagee and shall not be limited to institutional mortgagees and the term "mortgage" shall include a deed of trust. As used generally in these Bylaws, the term "institutional holder or "institutional mortgagee" shall include banks, trust companies, insurance companies, savings and loan associations, pension funds and any corporation, including a corporation of, or affiliated with, the United States government, or any agency thereof.

## ARTICLE XII

Section 1. Resident Agent. The resident agent shall be designated as the person authorized to accept service of process in any action relating to two or more Lots or to the Common Areas.

Section 2. Notices. Unless another type of notice is herein or elsewhere specifically provided for, any and all notices called for in the Master Deed or these Bylaws shall be given in writing.

Section 3. Severability. In the event any provision or provisions of these Bylaws shall be determined to be invalid, void or unenforceable, such determination shall not render invalid, void or unenforceable any other provisions hereof which can be given effect.

Section 4. Waiver. No restriction, condition, obligation or provision of these Bylaws shall be deemed to have been abrogated or waived by reason of any failure or failures to enforce the same.

Section 5. Captions. The captions contained in these Bylaws are for convenience only and are not a part of these Bylaws and are not intended in any way to licit or enlarge the terms and provisions of the Bylaws.

Section 6. Gender, Etc. Whenever in these Bylaws the context so requires, the singular number shall include the plural and the converse; and the use of any gender shall be deemed to include all genders.

Section 7. CONFLICTS. THESE BYLAWS ARE SUBORDINATE TO ALL PROVISIONS OF THE MASTER DEED. ALL OF THE TERMS HEREOF, EXCEPT WHERE CLEARLY REPUGNANT TO THE CONTEXT, SHALL HAVE THE SAME MEANING AS IN THE MASTER DEED. IN THE EVENT OF ANY CONFLICT BETWEEN THESE BYLAWS AND THE MASTER DEED, THE PROVISIONS OF THE MASTER DEED SHALL

CONTROL, AND IN THE EVENT OF ANY CONFLICT BETWEEN THE AFORESAID  
MASTER DEED AND ANY OF THE LAWS OF THE STATE OF TENNESSEE, THE  
PROVISIONS OF THE STATUTE SHALL CONTROL.

**GENERAL NOTES**

- BEARING SYSTEM IS DERIVED FROM TENNESSEE STATE PLANE COORDINATE SYSTEM (NAD83) ZONE 4100, UNLESS OTHERWISE NOTED DISTANCES AND COORDINATES RECITED ARE BASED ON GROUND MEASUREMENTS. NO SCALE FACTOR APPLIED.
- G.P.S. EQUIPMENT USED TO ESTABLISH GRID NORTH. CARLSON BRX 5 DUAL FREQUENCY RECEIVER.
- PROPERTY SUBJECT TO ANY AND ALL FINDINGS OF A CURRENT AND ACCURATE TITLE SEARCH. NO TITLE REPORT WAS FURNISHED TO THE SURVEYOR PRIOR TO SURVEY.
- THIS SURVEYOR HAS NOT PHYSICALLY LOCATED THE UNDERGROUND UTILITIES. THE ABOVE GRADE AND UNDERGROUND UTILITIES SHOWN WERE TAKEN FROM VISIBLE APPURTENANCES AT THE SITE, PUBLIC RECORDS AND/OR MAPS PREPARED BY OTHERS. THE SURVEYOR MAKES NO GUARANTEE THAT THE UNDERGROUND UTILITIES SHOWN COMPRISE ALL SUCH UTILITIES IN THE AREA, EITHER IN SERVICE OR ABANDONED. THE SURVEYOR FURTHER DOES NOT WARRANT THAT THE UNDERGROUND UTILITIES ARE IN THE EXACT LOCATION INDICATED. THEREFORE, RELIANCE UPON THE TYPE, SIZE AND LOCATION OF UTILITIES SHOWN SHOULD BE DONE SO WITH THIS CIRCUMSTANCE CONSIDERED DETAILED VERIFICATION OF EXISTENCE, LOCATION AND DEPTH SHOULD ALSO BE MADE PRIOR TO ANY DECISION RELATIVE THERETO IS MADE. AVAILABILITY AND COST OF SERVICE SHOULD BE CONFIRMED WITH THE APPROPRIATE UTILITY COMPANY.
- IN TENNESSEE IT IS A REQUIREMENT OF THE UNDERGROUND UTILITY DAMAGE PREVENTION ACT, THAT ANYONE WHO ENGAGES IN EXCAVATION MUST NOTIFY ALL KNOWN UNDERGROUND UTILITY OWNER(S), NO LESS THAN (3) NOR MORE THAN (10) WORKING DAYS PRIOR TO THE DATE OF THE INTENT TO EXCAVATE AND ALSO TO AVOID ANY HAZARD OR CONFLICT. TENNESSEE ONE CALL 1-800-351-1111 UTILITIES NOT CHECKED.
- SURVEYORS LIABILITY FOR THIS DOCUMENT SHALL BE LIMITED TO THE ORIGINAL PURCHASER AND DOES NOT EXTEND TO ANY UNNAMED PERSON OR ENTITY WITHOUT AN EXPRESSED RE-CERTIFICATION BY THE SURVEYOR WHOSE NAME APPEARS UPON THIS SURVEY.
- THIS PROPERTY WAS PREPARED FROM CURRENT DEEDS AND PLATS OF RECORD AND DOES NOT REPRESENT A TITLE SEARCH OR A GUARANTEE OF TITLE AND IS SUBJECT TO ANY STATE OF FACTS A CURRENT AND ACCURATE TITLE SEARCH MAY REVEAL. THE PROPERTY SHOWN ON THIS PLAT IS SUBJECT TO ALL COVENANTS, RIGHT-OF-WAYS, EASEMENTS, AND RESTRICTIONS WHETHER IMPLIED OR OF RECORD.
- THIS PROPERTY LIES WITHIN ZONE AE AND ZONE X (AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN) AS SHOWN ON NFIP FIRM MAP 47021C0165 D, DATED: SEPTEMBER 17, 2010

I HEREBY CERTIFY THAT THIS IS A CATEGORY 1 SURVEY AS DEFINED BY THE STANDARDS OF PRACTICE AS ADOPTED BY THE TENNESSEE STATE BOARD OF EXAMINERS, AND THE RATIO OF PRECISION OF THE UNADJUSTED SURVEY IS GREATER THAN 1:17000 AS SHOWN HEREON.

JEFFREY P. CHANDLER  
RLS 2353

**LEGEND**

- These standard symbols will be found in the drawing.
- OHE OVERHEAD ELECTRIC LINE
  - IRON ROD (NEW) I.R. (N)
  - IRON ROD (OLD) I.R. (O)
  - ⊕ FIRE HYDRANT FH
  - ⊙ SEWER MANHOLE MH
  - ⊗ POWER POLE PP
  - W — APPROXIMATE WATER LINE
  - FM — APPROXIMATE SEWER LINE

**CERTIFICATE OF APPROVAL FOR RECORDING**

I HEREBY CERTIFY THAT THE SUBDIVISIONS PLAT SHOWN HEREON HAS BEEN FOUND TO COMPLY WITH THE TOWN OF ASHLAND CITY SUBDIVISION REGULATIONS, WITH THE EXCEPTION OF SUCH VARIANCES, IF ANY, AS ARE NOTED IN THE MINUTES OF THE PLANNING COMMISSION, AND THAT IT HAS BEEN APPROVED FOR RECORDING IN THE OFFICE OF THE COUNTY REGISTER.

DATE \_\_\_\_\_ SECRETARY,  
PLANNING COMMISSION

**CERTIFICATE OF OWNERSHIP AND DEDICATION**

I (WE) HEREBY CERTIFY THAT I AM (WE ARE) THE OWNER(S) OF THE PROPERTY SHOWN AND DESCRIBED HEREON AS EVIDENCED IN RECORD BOOK NUMBER 551, PAGE 2632, COUNTY REGISTERS OFFICE, AND THAT I (WE) HEREBY ADOPT THIS PLAN OF SUBDIVISION WITH MY (OUR) FREE CONSENT, ESTABLISH THE MINIMUM BUILDING RESTRICTION LINES, AND THAT OFFERS OF IRREVOCABLE DEDICATION FOR ALL PUBLIC WAYS, UTILITIES, AND OTHER FACILITIES HAVE BEEN FILED.

DATE \_\_\_\_\_ OWNER \_\_\_\_\_  
TITLE (IF ACTING FOR PARTNERSHIP OR CORPORATION)

**CERTIFICATE OF APPROVAL OF SEWER AND WATER SYSTEMS**

I HEREBY CERTIFY THAT THE SEWER AND WATER SYSTEMS OUTLINED OR INDICATED ON THE FINAL SUBDIVISION PLAT ENTITLED ARBOR ROW SUBDIVISION, HAVE BEEN INSTALLED IN ACCORDANCE WITH CURRENT LOCAL AND STATE GOVERNMENT REQUIREMENTS OR A SUFFICIENT BOND OR OTHER SURETY HAS BEEN FILED WHICH WILL GUARANTEE SAID INSTALLATION.

SEWER SYSTEM \_\_\_\_\_ DATE \_\_\_\_\_ NAME, TITLE, AND AGENCY OR AUTHORIZED APPROVING AGENT

**PRELIMINARY PLAT APPROVAL**

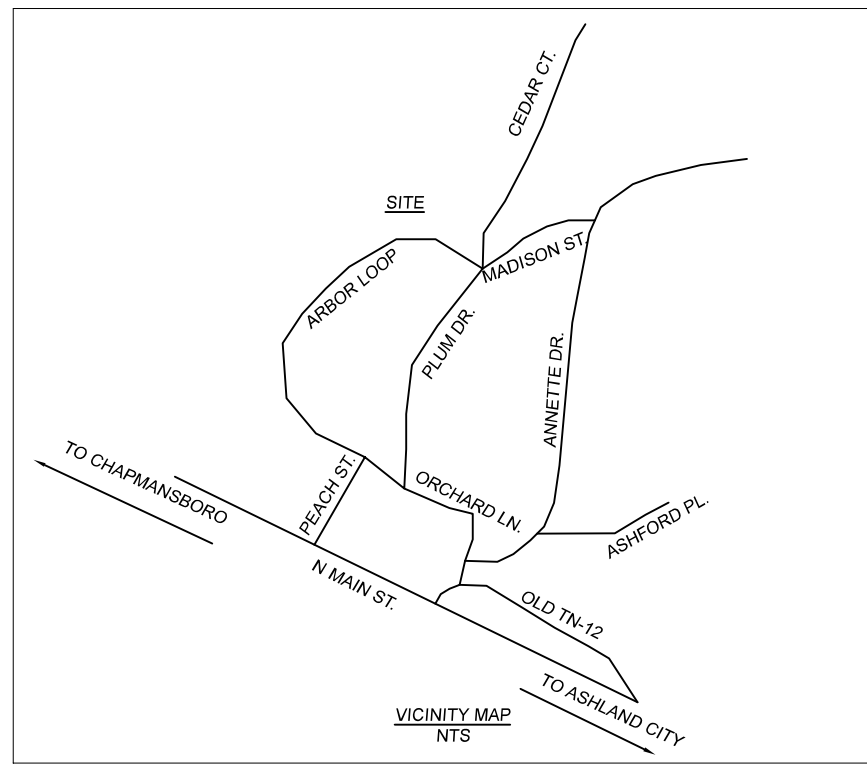
APPROVED BY THE TOWN OF ASHLAND CITY PLANNING COMMISSION, WITH SUCH EXCEPTIONS OR CONDITIONS AS ARE INDICATED IN THE MINUTES OF THE COMMISSION ON

DATE \_\_\_\_\_  
PRELIMINARY PLAT APPROVAL SHALL NOT CONSTITUTE FINAL APPROVAL FOR RECORDING PURPOSES.

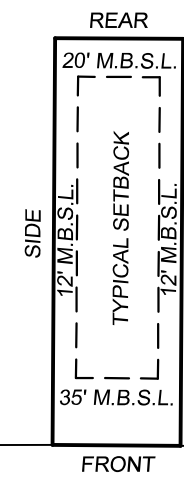
**CERTIFICATE OF APPROVAL OF PUBLIC WAYS FOR BOND POSTING**

I HEREBY CERTIFY: (1) THAT ALL DESIGNATED PUBLIC WAYS ON THIS FINAL SUBDIVISION PLAT HAVE BEEN INSTALLED IN AN ACCEPTABLE MANNER AND ACCORDING TO THE SPECIFICATIONS OF THE TOWN OF ASHLAND CITY SUBDIVISION REGULATIONS, OR (2) THAT A PERFORMANCE BOND OR OTHER SURETY HAS BEEN POSTED WITH THE PLANNING COMMISSION TO GUARANTEE COMPLETION OF ALL REQUIRED IMPROVEMENTS IN CASE OF DEFAULT.

DATE \_\_\_\_\_ APPROPRIATE GOVERNMENTAL REPRESENTATIVE



JOHN L. BORUM JR.  
MAP 49J, GR D,  
PARCEL 21  
DEED BOOK 495,  
PAGE 180,  
R.O.C.C.T.

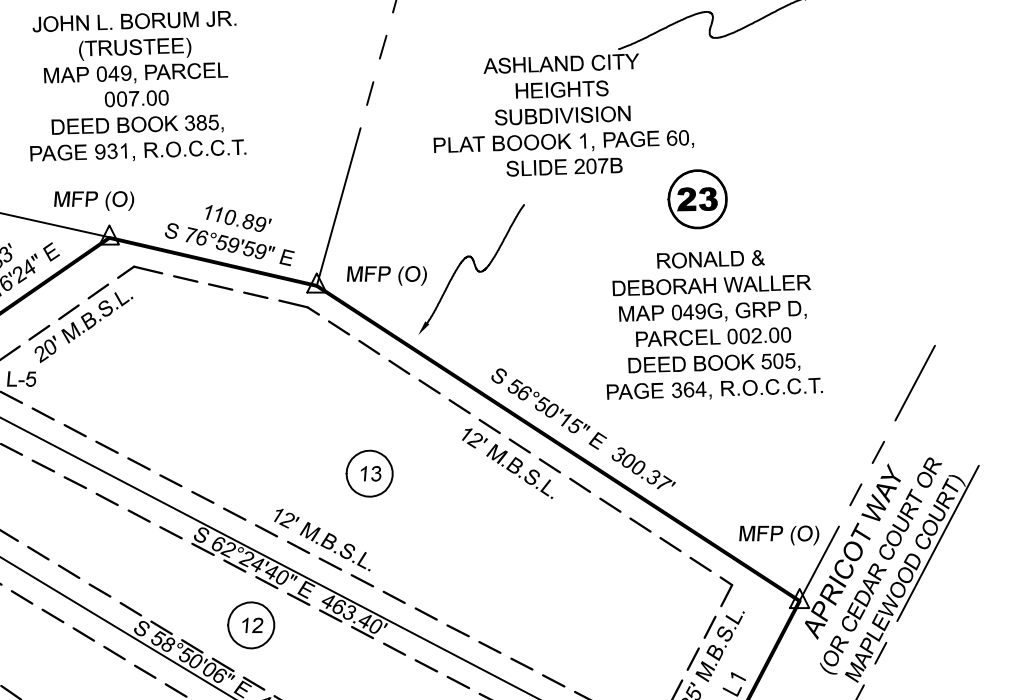
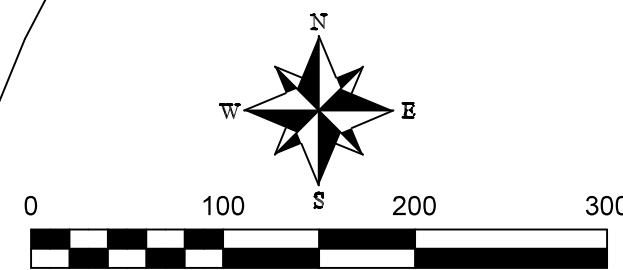


FEMA FLOOD ZONE 'AE'  
ELEVATION 402.0  
PER FIRM NO.47021C0165D,  
REVISED SEPTEMBER 17, 2010

CLEVELAND J. MCGEE  
MAP 49J, PAR 5  
DEED BOOK 330,  
PAGE 781, R.O.C.C.

ASHLAND CITY  
HEIGHTS  
SUBDIVISION  
PLAT BOOOK 1, PAGE 60,  
SLIDE 207B

**ARBOR ROW SUBDIVISION**  
TOTAL ACREAGE: 10.48 ACRES  
1ST CIVIL DISTRICT CHEATHAM COUNTY, TN.



Lot	Description	Sq. Feet	Acres
1		36,162.48	0.83
2		38,026.30	0.87
3		28,421.71	0.65
4		30,739.19	0.71
5		34,725.86	0.80
6		38,403.91	0.88
7		41,336.27	0.95
8		20,710.54	0.48
9		19,532.14	0.45
10		43,672.50	1.00
11		37,049.40	0.85
12		34,823.88	0.80
13		53,014.57	1.22

CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA ANGLE
C1	19.00'	28.21'	25.69'	S 77°27'57" W	85°03'34"
C2	167.00'	50.96'	50.76'	N 68°44'46" W	17°29'01"
C3	167.00'	71.02'	70.49'	N 89°40'19" W	24°22'04"
C4	167.00'	47.84'	47.67'	S 69°56'17" W	16°24'43"
C5	200.00'	26.35'	26.33'	S 57°57'30" W	7°32'52"
C6	200.00'	7.94'	7.94'	S 53°02'52" W	2°16'25"
C7	100.00'	43.98'	43.63'	S 39°18'40" W	25°11'57"

LINE	BEARING	DISTANCE
L1	S 27°35'20" W	107.89'
L2	S 27°35'20" W	30.09'
L3	S 31°09'54" W	57.93'
L4	S 31°09'54" W	71.90'
L5	N 51°16'54" E	2.00'
L6	S 34°17'08" W	2.93'
L7	S 34°37'01" W	74.62'
L8	S 34°56'10" W	11.75'
L9	S 34°56'10" W	94.69'
L10	N 60°00'15" W	68.39'
L11	N 50°59'28" E	5.23'
L12	S 61°43'56" W	28.04'
L13	S 61°43'56" W	55.04'
L14	N 27°06'51" E	4.34'
L15	S 51°54'39" W	76.67'
L16	S 51°54'39" W	86.00'
L17	S 51°54'39" W	86.00'
L18	S 51°54'39" W	15.99'
L19	S 26°42'42" W	10.63'
L20	S 26°42'42" W	122.93'

**FINAL PLAT**

DRAWN JEFF C	MAP AND PARCEL MAP 49J, GR D, PAR 9	DATE FEB. 13, 2020	CURRENTLY ZONED R3 PUD	PROJECT NO. 2-727
	APPROVED JEFF C			
SCALE 1" = 100'		DATE FEB. 13, 2020	SHEET ONE OF ONE	

PROJECT INFORMATION:  
BEING THE SAME PROPERTY DESCRIBED AS TRACTS 1, 2, 3 AND 4 DESCRIBED IN RECORD BOOK 551, PAGE 2632, AND BEING LOTS 24, 25, 26, 27, 28, 29, 30, 31, 32, 33 & 34 OF ASHLAND HEIGHTS SUBDIVISION OF RECORD IN PLAT BOOK 1, PAGE 60, REGISTER'S OFFICE OF CHEATHAM COUNTY, TN

REVISIONS

CLIENT INFORMATION:  
REGAL HOMES COMPANY  
290 ED HARRIS ROAD  
ASHLAND CITY, TN 37015

**CHANDLER SURVEYING**  
3421 COOPER NICHOLSON ROAD  
PLEASANT VIEW, TN. 37146  
(615) 746-5900 FAX (615) 746-6420  
email: chandersurv@yahoo.com

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RONALD & DEBORAH WALLER  
MAP 049G, GRP D,  
PARCEL 002.00  
DEED BOOK 505,  
PAGE 364, R.O.C.C.T.

ASHLAND CITY  
HEIGHTS  
SUBDIVISION  
PLAT BOOOK 1, PAGE 60,  
SLIDE 207B

JOHN L. BORUM JR.  
(TRUSTEE)  
MAP 049, PARCEL  
007.00  
DEED BOOK 385,  
PAGE 931, R.O.C.C.T.

SANITARY SEWER  
MANHOLE  
FIRE HYDRANT  
(TYP.)  
POWER/UTILITY  
POLE (TYP.)

PROPERTY ADDRESS:  
171 ARBOR LOOP  
ASHLAND CITY, TN 37015

PROPERTY OWNER:  
REGAL HOMES COMPANY  
290 ED HARRIS ROAD  
ASHLAND CITY, TN 37015