

Prepared by:

Bobo, Hunt & White
111 N. Spring Street, Suite 202
Shelbyville, TN 37160

Heather Dawbarn, Register
Rutherford County Tennessee
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**DECLARATION OF PROTECTIVE COVENANTS, CONDITIONS & RESTRICTIONS
AND MASTER DEED FOR
CENTER POINTE TOWNHOMES**

**DECLARATION OF PROTECTIVE COVENANTS, CONDITIONS & RESTRICTIONS
AND MASTER DEED ESTABLISHING A HORIZONTAL PROPERTY REGIME
OF CENTER POINTE TOWNHOMES**

This Declaration of Protective Covenants, Conditions and Restrictions and Master Deed of Center Pointe Townhomes ("Master Deed" or "Declaration") is made as of the ____ of March, 2025, by Richard Wilhelm hereinafter referred to as "Declarant" or "Developer" for itself, its successors, grantees.

WITNESSETH:

WHEREAS, Declarant is the owner of the real property located in the City of Murfreesboro, Rutherford County, Tennessee described in Exhibit "A" attached hereto and incorporated herein by reference (the "Property") which Declarant desires to develop as a community of single family attached townhomes, with common facilities and common elements for the benefit of said community; and

WHEREAS, Declarant desires to submit the Property, and the improvements constructed hereon, to a horizontal property regime of ownership and use, in the manner provided under the provisions of the Tennessee Code Annotated, Title 66, Chapter 27, Section 101, et seq., as amended, known as "The Horizontal Property Act," which may hereinafter be referred to as the "Act"; and

WHEREAS, Declarant further desires to establish certain easements, rights, privileges and obligations applicable to the Property, for the use and enjoyment of all Owners, as hereinafter defined, and to provide for the use and maintenance of the Property, as hereinafter defined, for the mutual benefit of all Owners and to promote the benefits of the horizontal property regime form of ownership hereinafter set forth; and

WHEREAS, Declarant desires to provide to establish a method for the administration, maintenance, preservation, use and enjoyment of such portion of the Property as are now or may hereafter be submitted to this Master Deed; and

WHEREAS, as part of the general plan of improvement of the Property, Declarant desires to create an Association (as defined herein) to manage the Property, to be known as Center Pointe Townhomes Homeowners' Association, Inc.; and

WHEREAS, Declarant desires that the Property, and any additional property as is hereafter subjected to this Master Deed by Supplemental Master Deed (as defined herein), be held, sold and conveyed subject to the provisions of this Master Deed; and

WHEREAS, each Owner will own the fee simple real property under the footprint of the Owner's Unit.

NOW, THEREFORE, Declarant hereby declares that all of the Property subjected to this Master Deed shall be held, sold, and conveyed subject to the following easements, restrictions, covenants, and conditions. Such easements, restrictions, covenants and conditions are for the purpose of protecting the value and desirability of the Property, and shall run with the real property submitted to this Master Deed. They shall be binding on all parties having any right, title, or interest in the Property, or any part thereof, their heirs, successors, successors in title, and assigns, and shall inure to the benefit of each owner thereof.

Declarant further hereby submits the Property, together with the buildings and improvements thereon, or hereinafter to be constructed, to the provisions of the Horizontal

Property Act, hereby establishing a horizontal property regime for the Property. Each Owner shall own the fee simple interest in the real estate under the footprint of the Owner's Unit.

ARTICLE I DEFINITIONS

Section 1. "Additional Maintenance Area" shall mean those portions of a Unit which the Association is responsible for maintaining, pursuant to Article IV hereof, and those portions of a Unit which by contract with any Owner the Association undertakes to maintain.

Section 2. "Assessments" shall mean, collectively or individually, any Base Assessment, Special Assessment or other Assessment imposed on a Unit or Owner hereunder.

Section 2b. "Attached Unit" shall refer to any Unit with a shared wall with another Unit.

Section 2c. "Attorney Certification" shall refer to the certification by attorney that this Declaration has been prepared in conformance with the Horizontal Property Act, TCA 66-27-101 et. seq.

Section 3. "Bylaws" shall mean the Bylaws of the Association attached hereto as Exhibit C and made a part hereof; as may be amended from time to time.

Section 4. "Charter" shall mean and refer to the Charter of Center Pointe Townhomes Homeowners' Association, Inc., a form of which is attached hereto as Exhibit B and incorporated herein, by this reference, as filed with the Secretary of State of the State of Tennessee, as may be amended from time to time.

Section 5. "Association" shall mean and refer to the Center Pointe Townhomes Homeowners' Association, Inc., a Tennessee nonprofit corporation, its successors or assigns. The "Directors" or "Board" shall be the elected body having its normal meaning under Tennessee law.

Section 6. "Base Assessment" shall mean and refer to Assessments levied against all Units in the Property to fund Common Expenses.

Section 7. "Class "B" Control Period" shall mean and refer to the period of time during which the Declarant, as the Class "B" Member, is entitled to appoint at least a majority of the members of the Board, as provided in Article III, Section 2(b) of this Master Deed, and Article X of the Charter.

Section 8. "Common Area" shall mean all real property, including the Property, but excluding Units, components thereof and easements appurtenant thereto, now or hereafter constructed on the Property for common use and enjoyment of the Owners, including, but not limited to, all lawns, any and all public streets, roads, bridges, parking areas, drainage facilities, ponds, waterways, fences, structures, sidewalks, curbs, signs, lights, common utilities, and other improvements.

Section 9. "Common Elements" shall mean all real and personal property, including the Property, but excluding Units, components thereof and easements appurtenant thereto, now or hereafter constructed on the Property for common use and enjoyment of the Owners, including, but

not limited to, all lawns, any and all private streets, roads, bridges, parking areas, drainage facilities, ponds, entranceways, mailbox kiosk, waterways, fences, structures, sidewalks, curbs, signs, lights, common utilities, common roofs and other improvements. The office of any property manager employed by or contracting with the Association, if located on the Property, or any public rights-of-way within or adjacent to the Property, may be part of the Common Elements.

Section 10. "Common Expenses" shall mean and include the actual and estimated expenses of operating the Association and maintaining the Common Elements, and those portions of the Additional Maintenance Area which the Association is responsible for maintaining pursuant to Article IV, including any reasonable reserve, as found to be necessary and appropriate by the Board pursuant to this Master Deed, the Charter, and the By-Laws of the Association.

Section 11. "Community-Wide Standard" shall mean the conduct, maintenance, or other activity generally prevailing throughout the Property. The Board and the Construction Committee may more specifically determine such standard.

Section 12. "Declarant" shall mean and refer to Richard Wilhelm, or his heirs, successors, successors-in-title or assigns who take title to any portion of the Property for the purpose of development and sale and are designated as the Declarant hereunder in a recorded instrument executed by the immediately preceding Declarant.

Section 13. "Limited Common Elements" shall mean those Common Elements which are reserved for the use or benefit of a certain Unit or Units to the exclusion of other Units, or are otherwise designated as Limited Common Elements. All driveways, HVAC pads, porches, patios, and stoops that serve an individual Unit and the exterior facades of Units are Limited Common Elements. All utilities pipes, conduits and runs that serve only one Unit are Limited Common Elements. Party walls between Units shall be Limited Common Elements. All heating and air conditioning units, equipment or components thereof that serve only one Unit but are located outside that Unit shall be Limited Common Elements exclusively for that Unit.

Section 14. "Member" shall mean and refer to a Person or entity entitled to membership in the Association, as provided herein.

Section 15. "Mortgage" shall mean and refer to a mortgage, a deed of trust, a deed to secure debt, or any other form of security deed.

Section 16. "Mortgagee" shall mean and refer to a beneficiary or holder of a mortgage.

Section 17. "Mortgagor" shall mean and refer to anyone who gives a Mortgage.

Section 18. "Owner" shall mean and refer to one (1) Person or entity, including Declarant, who holds the record title to any Unit which is part of the Property, but excluding in all cases any party holding an interest merely as security for the performance of an obligation. If a Unit is sold under a recorded contract of sale and the contract specifically so provides, then the purchaser (rather than the fee owner) will be the Owner.

Section 19. "Person" means a natural person, a corporation, a partnership, a trustee, or other legal entity.

Section 20. "Plat" means the plat of the Units attached hereto as Exhibit D and incorporated herein by this reference.

Section 21. "Property" shall mean and refer to the real property described in Exhibit A attached hereto, together with such additional property as is hereafter subjected to this Master Deed by Supplemental Master Deed.

Section 22. "Special Assessment" shall mean and refer to Assessments levied in accordance with Article X, Section 3 of this Master Deed.

Section 23. "Supplemental Master Deed" shall mean an amendment or supplement to this Master Deed that subjects additional property to this Master Deed or imposes, expressly or by reference, additional restrictions and obligations on the land described therein, or both.

Section 24. "Unit" shall mean a portion of the Property (as shown on the Plat), intended for any type of independent ownership, for use and occupancy as a residence by a single family, and not owned in common with the Owners of the other Units, whether a residence is constructed thereon or not. All Units shall be shown and identified as numbered lots or units upon the Plat.

In the case of a parcel of vacant land or land on which improvements are under construction, the parcel shall be deemed to contain the number of Units planned for such parcel until such time as a certificate of occupancy is issued on all or a portion thereof by the local government entity having jurisdiction, after which the portion designated in the certificate of occupancy shall constitute a separate Unit or Units as determined above and the number of Units on the remaining land, if any, shall continue to be determined in accordance with this paragraph.

ARTICLE II PROPERTY RIGHTS

Section 1. Common Elements.

1. Owner's Easement of Enjoyment. Every owner in addition to a perpetual unrestricted right of ingress and egress to his or her own lot which passes with title shall have the right and easement of enjoyment in and to the Common Elements which shall be appurtenant to and shall pass with the title to every lot, subject to the following provisions:

(a) The right of the Association to permit the use of and to charge reasonable admission and other fees for the use of any recreational facilities situated upon the Common Area; and to limit the number of guests and adopt rules regulating the use and enjoyment of the Common Areas.

(b) The right of the Association to suspend the voting rights and right to use of the recreational facilities by an Owner for any period in which any assessment against his lot remains unpaid; and for a period not to exceed sixty (60) days after notice and hearing as may be provided for in the By-Laws or rules for an infraction of its published rules and regulations.

(c) The right of the Association to dedicate or transfer any part of the Common Area to any public agency, authority, or utility for the purpose of providing utilities, streets, or any similar purpose.

2. Delegation of Use. Any Owner may delegate, in accordance with the By-Laws, his rights of enjoyment of the Common Elements and the facilities to the Members of his family, or contract purchasers, who reside on the property.

3. Parking Rights. The use of parking areas, if any, within the Common Area, together with

the terms and conditions with regard to such use, shall be subject to the Association rules as same are in effect from time to time.

4. Land Use. No lot shall be used except for residential purposes.

Section 2. Sidewalks. Every Owner shall have a right and easement of enjoyment in and to the sidewalks located on each Unit, subject to any restrictions or limitations contained in this Master Deed or subjecting such Unit to this Master Deed. Any Owner may delegate their right of enjoyment to the members of his or her family, tenants, and social invitees subject to reasonable regulation by the Board and in accordance with procedures the Board may adopt from time to time. Each Owner shall be responsible for maintaining the sidewalk on such Unit in a safe condition and in accordance with the Community Wide Standard and other rules and regulations which may be established by the Board from time to time. If an Owner fails to maintain the sidewalk on his or her Unit as required by this Section, and fails or refuses to perform such maintenance upon request by the Board, the Board shall have the right to perform or have performed such maintenance and levy a Special Assessment against such Owner and such Owner's Unit equal to the cost and expenses incurred by the Association in performing such maintenance or having such maintenance performed.

Section 3. Amendment by Declarant. Declarant reserves the right to amend this Declaration unilaterally at any time, without prior notice and without the consent of any Person, for the purpose of removing certain portions of the Property then owned by the Declarant or its affiliates or the Association from the provisions of this Master Deed to the extent originally included in error or as a result of any changes whatsoever in the plans for Center Pointe Townhomes desired to be effected by the Declarant, provided such withdrawal is not unequivocally contrary to the overall, uniform scheme of development for Center Pointe Townhomes.

ARTICLE III MEMBERSHIP AND VOTING RIGHTS

Section 1. Membership. Every Owner, as defined in Article I, shall be deemed to have a membership in the Association.

No Owner, whether one (1) or more Persons, shall have more than one (1) membership vote per Unit owned. In the event the Owner of a Unit is more than one (1) Person, votes and rights of use and enjoyment shall be as provided herein. A Member or the Member's spouse, subject to the provisions of this Master Deed and the By-Laws may exercise the rights and privileges of membership. The membership rights of a Unit owned by a corporation or partnership shall be exercised by the individual designated by the Owner in a written instrument provided to the Secretary, subject to the provisions of this Master Deed and the By-Laws.

Notwithstanding the foregoing, Declarant may at any time assign, pledge, hypothecate or alienate its membership, but any transfer by Declarant of title to a Unit shall automatically transfer the membership in the Association appurtenant thereto, free and clear from such assignment.

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

(a) Class "A". Class "A" Members shall be all Owners with the exception of the Class "B" Members, if any. Class "A" Members shall be entitled to one (1) equal vote for each Unit in which they hold the interest required for membership under Section 1 hereof; there shall be only one (1) vote per Unit.

In any situation in which more than one (1) person holds the interest in a Unit required for membership, the vote for such Unit shall be exercised as those Persons determine among themselves and advise the Secretary of the Association in writing prior to any meeting. In the absence of such advice, the Unit's vote shall be suspended if more than one (1) person seeks to exercise it.

(b) Class "B" The Class "B" Members shall be the Declarant and any successor of the Declarant who takes title for the purpose of development and sale and who is designated as such in a recorded instrument executed by Declarant or its successor. The Class "B" member shall originally be entitled to four (4) votes for each Unit owned. The rights of the Class "B" Member, including the right to approve actions taken under this Master Deed and the By-Laws, are specified elsewhere in this Master Deed and the By-Laws. The Class "B" Member shall be entitled to, in its sole discretion, appoint the members of the Members during the Class "B" Control Period, subject only to Article III, Section 6, of the By-Laws. For a period of one (1) year after the date of termination of the Class "B" Control Period the Declarant shall have the right to participate in the decision-making process and the right to disapprove all actions of the Members and any committee as provided in Article III, Section 3, of the By-Laws. The Class "B" Control Period shall terminate, and the Class "B" membership shall terminate and become converted to Class "A" membership, upon the earlier of:

- (1) when the Declarant owns no further Units or property to be part of the "Center Pointe Townhome" development;
- (2) December 31, 2035; or
- (3) when, in his/her discretion, the Class "B" Member so determines.

From and after the happening of these events, whichever occurs earliest, the Class "B" Member shall be deemed to be a Class "A" member entitled to one vote for each Unit in which it holds the interest required for membership under Section 1 hereof. At such time, the Declarant shall call a meeting, as provided in the By-Laws for special meetings, to advise the membership of the termination of Class "B" status.

Notwithstanding any provisions to the contrary contained in this Master Deed or the By- Laws, during the Class "B" Control Period, any action, policy or program of the Association requiring approval by the vote of the Members of the Association shall not be taken until also approved in writing by the Class "B" Member.

ARTICLE IV MAINTENANCE

Section 1. Association's Responsibility. The Association shall maintain and keep in good repair the Common Area, Common Elements, and the Additional Maintenance Area in perpetuity, such maintenance to be funded as hereinafter provided, subject to any insurance then in effect. This maintenance shall include, but need not be limited to, maintenance, repair, and replacement, subject to any insurance then in effect, of all landscaping and other flora, structures, and improvements upon the Common Elements and the Additional Maintenance Area, as set forth more fully in this Article IX. Maintenance may also include such portions of any additional property as may be dictated by

this Master Deed, or by a contract or agreement for maintenance thereof by the Association.

Except as otherwise specifically provided herein, all costs associated with the maintenance, repair and replacement of Common Elements shall be a Common Expense to be allocated among all Units as part of the Base Assessment.

Section 2. Roof Maintenance. Without limiting the foregoing, the following provisions shall apply to the roof Common Elements:

(a) The entire roof of a contiguous block of Attached Units shall be replaced when any of the following shall occur:

- (1) A roof which is approaching its normal life expectancy (or which the Association deems to be defective) requires repair and the Association determines that it would be more efficient to replace the roof, or
- (2) A portion of the roof has been damaged by casualty, and the Association chooses to replace the roof.
- (3) For purposes of this section, roof Common Elements shall include porch coverings and columns.

(b) If the roof does not need to be replaced but is causing water leakage or the Association otherwise determines that a roof requires repair, then the Association shall make all necessary repairs. If the Association determines that a roof does not need to be repaired, the Owner of the Attached Unit directly underneath the damaged portion shall have the right to repair the roof.

(c) The cost of roof replacement or repair for an Attached Unit shall be paid first from any insurance proceeds and then from the reserve fund. If the reserve fund is not sufficient to pay for the repair or replacement, then the Association shall levy a Special Assessment on each Unit benefited by the repair.

(d) If the roof is damaged as the result of casualty, the Owner of the Attached Unit directly underneath the damaged portion shall promptly notify the Association. If the Association is not immediately responsive, the Owner shall also take reasonable steps to obtain emergency bracing and temporary covering for the roof as necessary to protect the Owner's Attached Unit and other Attached Units, the reasonable cost for which shall be reimbursed to the Owner by the Association from insurance proceeds or otherwise. The Association shall pay for the repair or replacement first from insurance proceeds and then from reserves. If the reserves are not sufficient to pay the cost, all Owners shall be subject to Special Assessments for the deficit.

(e) Owners shall promptly report to the Association any water leakage in any Attached Unit.

(f) If any Owner or any of such Owner's guests, tenants, licensees, agents, employees or members of their family damages the roof of an Attached Unit as a result of negligence or misuse, the Owner hereby authorizes the Association to repair the damage. To the extent not covered by insurance, the cost of repair shall be the responsibility of that Owner and shall become a Special Assessment payable by the responsible Owner. The Association may, but is not required to, seek compensation for damage from the guest, tenant or other party who caused the damage, in which case the Owner shall be jointly and severally liable.

Section 3. Owner's Responsibility.

(a) In accordance with this Master Deed, and except as provided in Article IX and Sections 1 and 2 of this Article IV, the Owner of each Unit shall have the sole responsibility for maintenance of the Unit and all Limited Common Elements, including without limitation the interior portions of each Unit; exterior portions not maintained by the Association or for which the Unit owner is responsible under Article IX, those areas within enclosed patios; all interior walls, ceilings and structural components of the Unit; entry doors, windows, glass, and all porches, patios, and stoops serving only one Unit; and other improvements not maintained by the Association. Each owner is responsible to keep their Unit's porches, patios and stoops in broom clean condition and free of trash, rubbish, and debris. Except for outdoor furniture and seasonal decorations, Owners shall not store or keep other items on the porch. Any items delivered to a Unit shall be removed from the porch within 24 hours of delivery. Each Owner shall maintain said portions of its Unit in a manner consistent with the Community Wide Standard, the applicable covenants set forth in this Master Deed, and such rules and regulations as may be established by the Board from time to time. Any pipes, ducts, etc., serving a Unit but not inside the Unit per se shall be a Limited Common Element and the Unit owner's responsibility.

(b) If any Owner fails properly to perform his or her maintenance responsibility, the Association shall have the right, but not the obligation, to accomplish such maintenance after thirty (30) days' notice to such Owner, or upon reasonable notice in the event of any emergency, and shall assess all costs incurred by the Association against the Unit and the Owner thereof, in accordance with Article X, Section 4.

ARTICLE V INSURANCE AND CASUALTY LOSSES

Section 1. Insurance. To the extent reasonably available, the Association shall obtain property and casualty covering the real estate, including all Units, Common Elements and Limited Common Elements, in an amount equal to one hundred (100%) percent of the current reasonable replacement cost, exclusive of land. Notwithstanding the foregoing, such coverage shall be a "walls-out" insurance policy affording protection against loss or damage by fire, vandalism, malicious mischief and such other hazards as are normally covered by the special cause of loss form (ISO). Including theft. Accordingly, it is the responsibility of the Unit owners to obtain "walls-in" property and casualty insurance covering the interiors of any Unit; including, but not limited to, wall coverings, flooring, cabinetry, tile, lighting and plumbing fixtures, and any personal property.

The Board shall also obtain a public liability policy covering the Common Elements, the Association and its Members for all damage or injury caused by the negligence of the Association or any of its Members or agents. The public liability policy shall have at least a One Million (\$1,000,000.00) Dollar single person limit as respects bodily injury and property damage, a One Million (\$1,000,000.00) Dollar limit per occurrence, if reasonably available, and a Five Hundred Thousand (\$500,000.00) Dollar minimum property damage limit.

The Board may, in its discretion, obtain Cyber insurance or cyber liability insurance to protect the HOA or members from cyber-attacks and data breaches.

Premiums for all insurance required by the Association to maintain shall be Common Expenses of the Association and shall be included in the Base Assessment, as defined in Article I and as more particularly described in Article X, Section 1. The policy may contain a reasonable deductible, and, in the case of casualty insurance, the amount thereof shall be added to the face,

amount of the policy in determining whether the insurance at least equals the full replacement cost. The deductible shall be paid by the party who would be liable for the loss of repair in the absence of insurance and in the event of shall be allocated in relation to the amount each party's loss bears to the total.

All insurance coverage obtained by the Members shall be written in the name of the Association as Trustee for the respective benefited parties, as further identified in (b) below. The provisions hereinafter set forth shall govern such insurance.

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

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

(c) Exclusive authority to adjust losses under policies obtained by the Association on the Property shall be vested in the Association's Members provided, however, no Mortgagee having an interest in such losses may be prohibited from participating in the settlement negotiations, if any, related thereto.

(d) In no event shall the insurance coverage obtained and maintained by the Association's Members hereunder be brought into contribution with insurance purchased by individual Owners, occupants, or their Mortgagees.

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

(f) The Association's Members shall be required to make every reasonable effort to secure insurance policies that will provide for the following:

(1) a waiver of subrogation by the insurer as to any claims against the Association's Members, its Manager, the Owners, and their respective tenants, servants, agents, and guests;

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

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

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

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

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

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

Section 2. Damage and Destruction.

(a) Immediately after damage or destruction by fire or other casualty to all or any part of the Property covered by insurance written in the name of the Association, the Members or its duly authorized agent shall proceed with filing and adjusting all claims arising under such insurance and obtain reliable and detailed estimates of the cost of repair or reconstruction of the damaged or destroyed Property. Repair or reconstruction, as used in this paragraph, means repairing or restoring the Property to substantially the same condition in which they existed prior to the fire or other casualty, allowing for any changes or improvements necessitated by changes in applicable building codes.

(b) Any damage or destruction to the Common Elements shall be repaired or reconstructed unless the Members representing at least seventy-five (75%) percent of the total vote of the Association, shall decide within sixty (60) days after the casualty not to repair or reconstruct. If for any reason either the amount of the insurance proceeds to be paid as a result of such damage or destruction, or reliable and detailed estimates of the cost of repair or reconstruction, or both, are not made available to the Association within said period, then the period shall be extended until such information shall be made available; provided, however, such extension shall not exceed sixty (60) days. No Mortgagee shall have the right to participate in the determination of whether the damage or destruction to Common Area shall be repaired or reconstructed.

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

(d) As to the Attached Unit fire and casualty insurance, but not as to the Common Elements, the insurance proceeds shall be used to repair and restore the damaged Unit unless:

(1) More than seventy-five percent (75%) of the Attached Units must be reconstructed;

and;

(2) At a Special Meeting called in accordance with the Bylaws, at least seventy-five percent (75%) of the total eligible vote of the Owners (of the affected Attached Units) shall decide within sixty (60) days after the casualty not to repair or reconstruct.

In the event of fire or casualty, if insurance is insufficient to repair or reconstruct an Attached Unit, the Owner or Owners of said Attached Unit or Units shall be responsible for paying any shortage to repair the construction. The shortage amount shall be allocated by the proportion that the repair cost of each individual Attached Unit bears to the total repair cost.

Section 3. Disbursement of Proceeds.

(a) If the damage or destruction for which the proceeds of insurance policies are paid is to be repaired or reconstructed, the proceeds, or such portion hereof as may be required for such purpose, shall be disbursed in payment of such repairs or reconstruction as herein provided. Any proceeds remaining after defraying such costs of repair or reconstruction to the Common Elements or Units shall be retained by and for the benefit of the Association and placed in a capital improvements account. In the event no repair or reconstruction is made, any proceeds remaining after making such settlement as is necessary and appropriate with the affected Owner or Owners and their Mortgagee(s) as their interests may appear, shall be retained by and for the benefit of the Association and placed in a capital improvements account. This is a covenant for the benefit of any Mortgagee of a Unit and may be enforced by such Mortgagee.

(b) If it is determined, as provided for in Section 2 of this Article, that the damage or destruction to the Common Elements for which the proceeds are paid shall not be repaired or reconstructed, such proceeds are to be disbursed in the manner as provided for excess proceeds in Section 3(a) hereof

(c) With regard to insurance proceeds relating to any Additional Maintenance Area, such proceeds are to be used exclusively for the reconstruction and repair of such improvements as are damaged.

Section 4. Repair and Reconstruction. If the damage or destruction to the Common Elements is to be repaired or reconstructed, and such proceeds are not sufficient to defray the cost thereof, the Members shall, without the necessity of a vote of the Members, levy a special Assessment against all Owners on the same basis as provided for Base Assessments. Additional Assessments may be made in like manner at any time during or following the completion of any repair or reconstruction.

ARTICLE VI NO PARTITION

Except as is permitted in the Master Deed or amendments thereto, there shall be no physical partition of the Common Area or any part thereof nor shall any Person acquiring any interest in the Property or any part thereof seek any judicial partition unless the Property has been removed from the provisions of this Master Deed. This Article shall not be construed to prohibit the Members from acquiring and disposing of tangible personal property nor from acquiring title to real property, which may or may not be this Master Deed.

ARTICLE VII CONDEMNATION

Whenever all or any part of the Common Area shall be taken (or conveyed in lieu of and under threat of condemnation by any government authority, the Board acting on the written direction of Members representing at least seventy-five (75%) percent of the total Association vote and the Declarant, as long as the Declarant owns any property described on Exhibit "A") by any authority having the power of condemnation or eminent domain, each Owner shall be entitled to notice thereof. The award made for such taking shall be payable to the Association as trustee for all Owners to be disbursed as follows:

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

ARTICLE VIII ANNEXATION OF ADDITIONAL PROPERTY

Section 1. Annexation without Approval of Class "A" Membership. As the owner thereof, or if not the owner, with the consent of the owner thereof, Declarant shall have the unilateral right, privilege, and option, from time to time at any time until all property described on Exhibit "A" has been subjected to this Master Deed or January 1, 2035, whichever is earlier, subject to the provisions of this Master Deed and the jurisdiction of the Association, to annex all or any portion of the real property described in Exhibit "A", attached hereto and by reference made a part hereof. Such annexation shall be accomplished by filing in the public records of Rutherford County, Tennessee, and an amendment to this Master Deed annexing such property. Such Supplemental Master Deed shall not require the consent of Members. Any such annexation shall be effective upon the filing for record of such Supplemental Master Deed unless otherwise provided therein. Declarant shall have the unilateral right to transfer to any other Person the said right, privilege, and option to annex additional property which is herein reserved to Declarant, provided that such transferee or assignee shall be the developer of at least a portion of the real property described in Exhibit A and that such transfer is memorialized in a written, recorded instrument executed by the Declarant.

(a) The Declarant, or if not the owner, with consent of the owner, may annex real property other than that described on Exhibit A, and following the expiration of the right in this Section 1, any property described on Exhibit A, to the provisions of this Master Deed and the jurisdiction of the Association so long as annexation takes place before January 1, 2035.

Annexation shall be accomplished by filing of record in the public records of Rutherford County, Tennessee, and a Supplemental Master Deed describing the property being annexed. Any such Supplemental Master Deed shall be signed by the President and the Secretary of the

Association, and by the owner of the property being annexed, and any such annexation shall be effective upon filing unless otherwise provided therein.

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

(c) Amendment. This Article shall not be amended without the prior written consent of Declarant, so long as the Declarant owns any property described in Exhibit "A" hereof.

ARTICLE IX RIGHTS AND OBLIGATIONS OF ASSOCIATION

In addition to the powers delegated to it by the Charter and By-Laws, the Association shall have the obligation to perform each of the following duties:

Section 1. Common Elements. The Association, subject to the rights of the Owners set forth in this Master Deed, shall be responsible for the exclusive management and control of the Common Elements, together with all easements for operation and maintenance purposes and for the benefit of the Association or its Members over and within the Common Elements and all improvements thereon (including, without limitation, furnishings and equipment related thereto and common landscaped areas), the Association shall maintain lien-free title to the Common Elements excepting only the lien of current truces not yet due and payable. Common Elements shall include, but not be limited to, the private drives, any shared parking, and alley areas.

Section 2. Additional Maintenance Obligations. In addition to the operation, maintenance, and management duties of the Association set forth in Section 1 above, the Association shall provide for the maintenance, care, repair, and replacement of the following portions of the Units:

(a) The exterior landscaping, walkways, porches, decks, and balconies located upon or about each Attached Unit, with the exception of elevated decks and/or balconies. The Association shall have the right, however, to contract with the Owner of any Unit for the maintenance of such elevated decks, balconies, and for the maintenance of such other areas and items as the Board may deem appropriate. The Association also shall maintain the exterior of each Attached Unit as follows: painting, maintenance, and nonstructural repair of exterior building surfaces as the Board shall deem necessary and proper, including roofs, gutters, downspouts, exterior building surfaces, trees, shrubs, grass, walks, replacement of trim, caulking and other repairs to roof covers (to include the repair and replacement of all non-structural components of the roof of each Attached Unit), and other miscellaneous repairs of a nonstructural nature. Such exterior maintenance shall not include glass surfaces (whether windows or sliding glass doors, storm doors, front or rear entry doors, screens, or patio covers). Except as provided hereinabove, the remaining portions of the Units and the improvements located thereon shall be maintained by the Unit's respective owner. In the event that an Owner fails to maintain his/her Unit and the improvements thereon in a manner satisfactory to the Board, the Association, after approval by a two thirds (2/3) vote of the Board, shall have the right but not the obligation, through its agents and employees, to enter upon said Unit and to repair, maintain, and restore the Unit and the exterior portion of the Unit, and any other improvement situated thereon. The cost of such exterior maintenance shall be added to and become a part of the Assessment to which such Unit is subject.

Notwithstanding the foregoing, if the need for exterior maintenance and repair by the Association as required by this paragraph is caused by the willful or negligent conduct or act of an Owner, his/her family, guest, invitees, or other Persons using or occupying his/her Unit with his/her express or implied permission, the cost of such repair or maintenance shall be assessed against such Owner and shall be due and payable thirty (30) days from the date of notice thereof such Assessment to be collected and enforced as provided in Article X of this Master Deed. Assessment shall not require the approval of any of the Members; provided, however, that any Owner against which any such Assessment is levied shall be entitled to notice, a hearing, and an opportunity to do the corrective work required prior to any Assessment being levied against such Owner in accordance with the provisions of this paragraph. For the sole purpose of performing the exterior maintenance upon each Unit required by this Section 2 the duly authorized employees or agents of the Association shall have the right, after reasonable notice to the Owner, to enter upon or into any Unit at reasonable hours of any day except Sunday.

(b) The duly authorized agents or employees of the Association shall have the right to enter in or upon any Unit or into any structure thereon, without notice to the Owner thereof, when, in the judgment of the Association, acting through its Members, such entrance is necessary to prevent damages to such Unit or surrounding Units by fire, criminal act, natural disaster, or other similar emergency.

Section 3. Water and Other Utilities in Common Area. To acquire, provide, and/or pay for, water, sewerage, garbage disposal, electrical, telephone, gas and other necessary utility services for the Common Area and all utility services to enable the Association to maintain the Additional Maintenance Areas as provided in Section 2 of Article IX.

Section 4. Taxes and Assessments. To pay all real and personal property taxes and Assessments separately levied upon or assessed against the Association and/or on the property owned by the Association. Such taxes and Assessments may be contested or compromised by the Association; provided that they are paid or a bond in an amount at least equal to such taxes and Assessments is posted prior to the sale or other disposition of any property to satisfy the payment of such taxes or Assessments.

Section 5. Insurance. To obtain from reputable insurance companies qualified to do business in the State of Tennessee, with a financial rating by Best's Insurance Reports of BBB+ or better, and maintain in force at all times such insurance as is required by this Master Deed.

Section 6. Personal Property and Real Property for Common Use. The Association, through action of its members, may acquire, hold, and dispose of tangible and intangible personal property and real property. The Board, acting on behalf of the Association, shall accept any real or personal property, leasehold, or other property interests within the Property conveyed to it by the Declarant.

Section 7. Rules and Regulations. The Association, through its Members, may make and enforce reasonable rules and regulations governing the use of the Property, which rules and regulations shall be consistent with the rights and duties established by this Master Deed. Sanctions may include reasonable monetary fines and suspension of the right to vote and the right to use the recreational facilities. The Board shall, in addition, have the power to seek relief in any court for violations or to abate nuisances. Imposition of sanctions shall be as provided by the By-Laws of the Association. The Association, acting through the Board by contract or other agreement, shall have the right to enforce city and/or county ordinances or permit The City of Murfreesboro and/or Rutherford County, Tennessee, to enforce ordinances on the Property for the benefit of the Association and its Members.

Section 8. Implied Rights. The Association may exercise any other right, or privilege given to it expressly by this Master Deed or the By-Laws, and every other right or privilege reasonably to be implied from the existence of any right or privilege given to it herein or reasonably necessary to effectuate any such right or privilege.

Section 9. Traffic and Parking Control. The Board may make rules and regulations concerning driving and parking within the Property, subject to applicable governmental requirements and restrictions. The Association may construct traffic calming devices and post speed' limits or other traffic signs and take other measures deemed necessary to discourage excessive speed and to promote a safe environment. The Association may enforce such rules and regulations with penalties, fines or towing, and shall have all remedies set forth in this Master Deed.

ARTICLE X ASSESSMENTS

Section 1. Creation of Assessments. There are hereby created Assessments for Common Expenses as may from time to time specifically be authorized by the Members. The Annual Assessment shall be allocated equally among all Units within the Association, except for Units owned by the Declarant. The Declarant is exempt from all assessments. The Declarant is exempt from all assessments. The Annual Assessments shall be for expenses determined by the Board and this Master Deed to be for the benefit of the Association as a whole except for the Annual Assessments charged for Units owned by the Declarant. Special Assessments may be levied against all Units, when all Units are benefited, or against a Unit or Units in particular portions of the Property when, in the opinion of the Board, the Special Assessments benefit less than the Association as a whole. Each Owner, by acceptance of his or her deed, is deemed to covenant and agree to pay these Assessments. All such Assessments, together with interest at the highest allowable under the laws of Tennessee, cost and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the Unit against which each Assessment is made.

Each such Assessment, together with interest, cost, and reasonable attorney's fees, shall also be the personal obligation of the Person who was the Owner of such Unit at the time the Assessment arose, and his or her grantee shall be jointly and severally liable for such portion thereof as may be due and payable at the time of conveyance, except no first Mortgagee who obtains title to a Unit pursuant to the remedies provided in the Mortgage shall be liable for unpaid Assessments which accrued prior to such acquisition of the title. Assessments shall be paid in such manner and on such dates as may be fixed by the Members which may include, without limitation, acceleration of the annual Assessment for delinquents; unless the Board otherwise provides, the Assessments shall be paid in monthly installments.

Base Assessments shall be levied equally on all Units except for Declarant's units which shall be calculated as provided hereinabove. Special Assessments shall be levied as provided in Section 3 below. Each Owner, by acceptance of his or her deed or recorded contract of sale, is deemed to covenant and agree to pay these Assessments.

All Assessments, together with interest at a rate not to exceed ten (10%) percent or the highest rate allowed by Tennessee law as computed from the date the delinquency first occurs, costs, and reasonable attorney's fees, shall be a charge and continuing lien upon the Unit against which each Assessment is made. Each such Assessment, together with interest, costs, and reasonable attorney's fees, shall also be the personal obligation of the Person who was the Owner of such Unit at the time the Assessment arose, but his or her grantee shall not be jointly and severally liable for such portion thereof as may be due and payable at the time of conveyance unless the obligation is expressly

assumed by them. No first Mortgagee who obtains title to a Unit pursuant to the remedies provided in the Mortgage shall be liable for unpaid Assessments which accrued prior to acquisition of title.

The Association shall, upon demand at any time, furnish to any Owner liable for any type of Assessment a certificate in writing signed by an officer of the Association setting forth whether such Assessment has been paid as to any particular Unit. Such certificate shall be conclusive evidence of payment to the Association of such Assessment therein stated to have been paid. The Association may require the advance payment of a reasonable processing fee for the issuance of such certificate.

Assessments shall be paid in such manner and on such dates as may be fixed by the Members which may include, without limitation, acceleration of the annual Base Assessment for delinquents, including Owner's delinquent in the payment of fines imposed in the By-Laws. Unless the Board otherwise provides, the Base Assessment shall be paid in monthly installments.

No Owner may waive or otherwise exempt himself from liability for the Assessments provided for herein, including, by way of illustration and not limitation, by non-use of Common Elements or abandonment of the Unit. The obligation to pay Assessments is a separate and independent covenant on the part of each Owner. No diminution or abatement of Assessments or set-off shall be claimed or allowed by reason of any alleged failure of the Association or Board to take some action or perform some function required to be taken or performed by the Association or Board under this Master Deed or the By-Laws, or for inconvenience or discomfort arising from the making of repairs or improvements which are the responsibility of the Association, or from any action taken to comply with any law, ordinance, or with any order or directive of any municipal or other governmental authority.

So long as the Declarant has an option unilaterally to subject additional property to this Master Deed, the following shall apply: The Declarant shall be obligated for the difference between the amount of Assessments levied on all Units subject to Assessment and the amount of actual expenditures required to operate the Association during the fiscal year.

The Association is specifically authorized and encouraged to seek public and private funds to help defray, in whole or in part, the expenses for which Assessments would be necessary. To the extent received, such funds shall be used to reduce the Assessments otherwise required by the budget in Section 2.

Section 2. Computation of Annual Assessment. It shall be the duty of the Board, at least sixty (60) days before the beginning of each fiscal year, to prepare a budget covering the estimated Common Expenses of the Association during the coming year. The budget may include a capital contribution establishing a reserve fund in accordance with a capital budget separately prepared. The Base Assessment to be levied for the coming year against each Attached Unit subject to Assessment under Section 7 below shall be computed by dividing the budgeted Common Expenses by the total number of Attached Units subject to Assessment as of sixty (60) days before the end of the current fiscal year and adding an amount for adequate reserves for the maintenance, costs and improvements. The Board shall cause a copy of the Common Expense budget and notice of the amount of Base Assessment to be levied against each Unit for the following year to be delivered to each Owner at least thirty (30) days prior to the beginning of the fiscal year. Such budget and Assessment shall become effective unless disapproved at a meeting of the members by the vote of Members representing at least a majority of both classes of the total Association membership. There shall be no obligation to call a meeting for the purpose of considering the budget except on petition of the Members as provided for special meetings in the By-Laws.

Notwithstanding the foregoing, however, in the event the proposed budget is disapproved or the Board fails for any reason so to determine the budget for any year, then and until such time as a budget shall have been determined as provided herein, the budget in effect for the immediately preceding year shall continue for the current year.

Section 3. Special Assessments. In addition to the Assessments authorized in Section 1 of this Article, the Association may levy a Special Assessment or Special Assessments from time to time; provided, the written consent of the Class "B" Member is obtained, if such exists. Special Assessments shall be payable in such manner and at such times as determined by the Board, and may be payable in installments extending beyond the fiscal year in which the Special Assessment is approved, if the Board so determines.

The Board may also levy a Special Assessment against any Member, without the necessity of a vote of the Members, to reimburse the Association, for costs incurred in bringing a Member and his Unit into compliance with the provisions of this Master Deed, any amendments thereto, the Articles of Organization, the By-Laws, and the Association rules, which Special Assessment may be levied upon the vote of the Board after notice to the Member and an opportunity for a hearing.

Section 4. Lien for Assessments. Upon recording of a notice of lien on any Unit, there shall exist a perfected lien for unpaid Assessments prior and superior to all other liens except (1) all taxes, bonds, Assessments, and other levies which by law would be superior thereto, and (2) the lien or charge of any first Mortgage of record (meaning any recorded Mortgage with first priority over other Mortgages) made in good faith and for value.

Such lien, when delinquent, may be enforced by suit, judgment, and foreclosure.

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

Section 5. Capital Budget and Contribution. The Board may annually prepare a capital budget to take into account the number and nature of replaceable assets, the expected life of each asset, and the expected repair or replacement cost. The Board may set the required capital contribution, if any, in an amount sufficient to permit meeting the projected capital and reserve needs of the Association, as shown on the capital budget, with respect both to amount and timing by annual Assessments over the period of the budget. The capital contribution required, if any, shall be fixed by the Board and included within and distributed with the budget and Assessment, as provided in Section 2 of this Article.

Section 6. Date of Commencement of Annual Assessments. The Assessments provided for herein shall commence as to all Units upon conveyance of the first Unit to a person other than a builder or developer holding title solely for purposes of development and/or resale. Assessments shall be due and payable in a manner and on a schedule as the Members may provide. The first annual Assessments shall be adjudged according to the number of days remaining in the fiscal year at the time Assessments commence on the Unit.

Section 7. Subordination of the Lien to First Mortgages. The lien of Assessments, including interest, late charges (subject to the limitations of Tennessee law), and costs (including attorney's fees) provided for herein, shall be subordinate to the lien of any first Mortgage upon any Unit. The sale or transfer of any Unit shall not affect the Assessment lien. However, the sale or transfer of any Unit pursuant to judicial or non-judicial foreclosure of a first Mortgage shall extinguish the lien of such Assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Unit from lien rights for any Assessments thereafter becoming due. Where the Mortgagee holding a first Mortgage of record or other purchaser of a Unit obtains title pursuant to remedies under the Mortgage, its successors and assigns shall not be liable for the share of the common expenses or Assessments by the Association chargeable to such Unit which became due prior to the acquisition of title to such Unit by such acquirer. Such unpaid share of common expenses or Assessments shall be deemed to be Common Expenses collectible from Owners of all the Units, including such acquirer, its successors and assigns.

Section 8. Working Capital Transfer Assessment. Upon acquisition of record title to a Unit by the first purchaser thereof other than the Declarant, a contribution shall be made by or on behalf of the purchaser to the working capital of the Association in an amount as determined by the Board. This amount shall be deposited into the purchase and sales escrow and disbursed therefrom to the Association for use to cover operating expenses and other expenses incurred by the Association pursuant to the terms of this Master Deed and the By-Laws. Thereafter, the Management Agent, as employed by the Board, shall be permitted to charge a reasonable transfer fee upon acquisition of record title as to each succeeding Unit purchaser.

ARTICLE XI ARCHITECTURAL STANDARDS

The Board shall have the authority and standing, on behalf of the Association, to enforce in courts of competent jurisdiction decisions of the committees established in Section 1 of this Article XI. This Article may not be amended without the Declarant's written consent so long as the Declarant owns any land subject to this Master Deed or subject to annexation to this Master Deed.

The Declarant at the time of sale and/or at the time the Plat is revised for Center Pointe Townhomes has the right to establish additional restrictions and/or design standards as they relate to the size (minimum square footage) of a Unit and the exterior materials.

Section 1. Modifications Committee. The Board may appoint a Modifications Committee ("MC") to consist of at least three (3) and no more than five (5) members, all of whom shall be appointed by the Board. The MC, if established, shall have exclusive jurisdiction over modifications, additions, or alterations made on or to existing Units or structures containing Units and the open space, if any, appurtenant thereto.

The Modifications Committee may promulgate detailed standards and procedures governing its areas of responsibility and practice. In addition thereto, the following shall apply: Plans and specifications showing the nature, kind, shape, color, size, materials, and location of such modifications, additions, or alterations, shall be submitted to the MC for approval as to quality of workmanship and design and as to harmony of external design with existing structures, location in relation to surrounding structures. Nothing contained herein shall be construed to limit the right of an Owner to remodel the interior of his or her Unit, or to paint the

interior of his or her Unit any color desired. In the event that the MC fails to approve or to disapprove such plans or to request additional information reasonably required within forty-five (45) days after submission, the request for approval shall be deemed approved.

Section 2. No Waiver of Future Approvals. The approval of the MC of any proposals or plans and specifications or drawings for any work done or proposed, or in connection with any other matter requiring the approval and consent of such Committee, shall not be deemed to constitute a waiver of any right to withhold approval or consent as to any similar proposals, plans and specifications, drawings, or matters whatever subsequently or additionally submitted for approval or consent.

Section 3. Variance. The MC may authorize variances from compliance with any of the provisions of its guidelines and procedures when circumstances such as topography, natural obstructions, hardship, aesthetic, or environmental considerations require, but only in accordance with duly adopted rules and regulations. Such variances may only be granted, however, when unique circumstances dictate and no variance shall (a) be effective unless in writing, (b) be contrary to the restrictions set forth in the body of this Master Deed, or (c) estop the Committee from denying a variance in other circumstances. For purposes of this Section, the inability to obtain approval of any governmental agency, the issuance of any permit, or the terms of any financing shall not be considered a hardship warranting a variance.

Section 4. Enforcement In General.

(a) Enforcement of the standards as specified in this Master Deed may be by any proceedings at law or in equity against any Person or persons violating or attempting or threatening to violate a covenant or restriction, and may be either to restrain a violation or to recover damages. Failure by the Declarant, Association or any Owner to enforce any restriction herein contained shall in no event be deemed a waiver of the rights to do so thereafter nor constitute an acquiescence in or an estoppel against enforcing any, actual or future, breaches or violations of these covenants and restrictions.

(b) In the event any cost or expenses including attorneys' fees, are incurred by the Declarant, Association or any Unit Owner or occupant of a Unit in connection with their action to correct or abate any violation or breach of the provisions hereof, provided reasonable notice to the Owner of the subject Unit or Units to abate said violation or breach has been given, such cost and expenses shall be a lien against the Owner of the Unit or Units committing such a breach or violation and such charges shall be subject to the provisions for lien rights and collection as specified below. No such cost or expenses shall be a lien when the nonexistence of a violation or breach hereof has been established by a court of competent jurisdiction. The court shall determine the method of handling a violation.

Section 5. Covenant and Creation of the Lien of Personal Obligation for Court Ordered Violation in Section 4.

Each Owner of any Unit by acceptance of a deed, whether or not it shall be so expressed in such deed of conveyance, shall be deemed to covenant and agree to pay any court ordered violation costs and other costs or expenses incurred in Section 4, together with such interest thereon and costs of collection thereof, including attorneys' fees, as provided herein, and same shall be a charge on the land and shall be a continuing lien upon the Unit against which each such obligation is made. It shall also be the personal obligation of each Person who was an Owner of such property at the time of violation.

Section 6. Assignment. The rights and powers retained by the Declarant shall be freely assignable and shall inure to the benefit of its successors and assigns.

ARTICLE XII USE RESTRICTIONS

The Property shall be used only for residential, recreational, and related purposes (which may include, without limitation, offices for any property manager retained by the Association or business or sales offices for the Declarant or the Association) as may more particularly be set forth in this Master Deed or amendments hereto.

The Association, acting through its Members, shall have authority to make and to enforce standards and restrictions governing the use of the Property.

Section 1. Restrictions. In addition to all other covenants contained herein, the use of the Property is subject to the following:

(a) Residential Use. Except as otherwise provided in this Master Deed, each Unit shall be used as a residence and for no other purposes, and there shall not be within any Unit more than one single-family except as otherwise provided in this Master Deed. The Common Area shall be used for recreational, social, and other purposes directly related to the single-family use of the Units authorized hereunder.

(b) Maintenance of Interior. Each Unit Owner shall be responsible for the maintenance and shall maintain, the interior of his or her Unit, including interior walls, windows, glass, ceilings, doors (interior and exterior entry), and permanent fixtures and appurtenances thereto, patios and other easement areas appurtenant to such Unit, and such other portions the Unit for which care and maintenance is his or her responsibility, in a clean, and attractive condition, reserving to each Owner, however, complete discretion as to choice of furniture, furnishings, and interior decorating.

(c) Association to Landscape Common-Area and Additional Maintenance Areas. The Association shall the right and the obligation at any time to plant, replace, maintain, and cultivate shrubs, trees, grass, plantings, and other landscaping upon the Common Area. The Owners must obtain prior written approval from the Declarant or its assigns before modifying any plantings or landscaping improvements.

(d) Signs. No sign of any kind shall be erected and displayed to the public view on any Unit or portion of the Common Area, except for (1) directional or standard "For Sale" sign, established by Declarant or the Association, (2) signs used by Declarant, or by its successors or assigns, to advertise the Property, provided such signs are located on the Common Area or on Units owned by Declarant or its assigns.

(e) Parking and Garages. Ownership of a Unit shall entitle the Owner thereof to the use of not more than two (2) automobile, van or pick-up truck parking spaces which shall be provided by the Association on the Common Area and Limited Common Area, together with the right of ingress and egress in and upon said parking area. Unit Owners or tenants will be allowed two (2) vehicles only. Commercial vehicles, tractors, mobile homes, recreational vehicles, trailers (either with or without wheels), campers, camper trailers, boats and other watercraft, and boat trailers shall not be parked, stored or permitted on the Property. Inoperable

vehicles may not be kept or parked in any parking spaces or anywhere on the Property. The Board may impose rules and regulations not inconsistent with this Master Deed with respect to the maintenance and use of parking spaces provided on the Common Area and the uses, operating and control of motor vehicles thereon.

(f) Occupants Bound. All provisions of the Master Deed, By-Laws and of any rules and regulations or use restrictions promulgated pursuant thereto which govern the conduct of Owners and which provide for sanctions against Owners shall also apply to all occupants, guests and invitees of any Unit.

(g) Animals and Pets. No animals, reptiles, rodents, livestock, birds, fish or poultry of any kind shall be raised, bred, or kept in or on any portion of the Common Area except that dogs, cats or such other household pets approved by the Association may be kept in the Unit. Pets may not be kept on balconies or patios. Dogs, cats, or other usual and common household pets not to exceed a total of two (2) may be permitted in a Unit. Pets are not permitted to roam free, and in the sole discretion of the Association, animals that endanger the health, make objectionable noise, or constitute a nuisance or inconvenience to the Owners of other Units or the owner of any portion of the Property shall be removed upon request of the Board; if the owner fails to honor such request, the pet may be removed by the Board and turned over to the appropriate agency for keeping or disposal. No pets shall be kept, bred, or maintained for any commercial purpose. Dogs shall at all times whenever they are outside a Unit be confined on a leash held by and under the physical control of a responsible person. No dog runs are allowed. Owners shall be responsible for their individual pet(s), including but not limited to cleaning up after their pet(s) in the Common Area. All pet feces shall be cleaned up with disposable bags and placed in the proper trash container. In the event that an Owner fails to properly clean up after their pet(s), the Association shall provide a written warning. After the initial warning, Association may fine the Owner in an amount set by the Association.

(h) Nuisance. No portion of the Property shall be used, in whole or in part, for the storage of any property or thing that will cause it to appear to be in an unclean or untidy condition or that will be obnoxious to the eye; nor shall any substance, thing, or material be kept upon any portion of the Property that will emit foul or obnoxious odors or that will cause any noise or other condition that will or might disturb the peace, quiet, safety, comfort, or serenity of the occupants of surrounding property. No noxious or offensive activity shall be carried on upon any portion of the Property, nor shall anything be done thereon tending to cause embarrassment, discomfort, annoyance, or nuisance to any person using any portion of the Property. There shall not be maintained any plants or animals or device or thing of any sort whose activities or existence in any way is noxious, dangerous, unsightly, unpleasant, or of a nature as may diminish or destroy an Owners enjoyment of his or her respective Unit.

(i) Unsightly or Unkempt Conditions. It shall be the responsibility of each Owner to prevent the development of any unclean, unhealthy, unsightly or unkempt condition on his or her Unit. The pursuit of hobbies or other activities, including, specifically, without limiting the generality of the foregoing, the assembly and disassembly of motor vehicles and other mechanical devices which might tend to cause disorderly, unsightly, or unkempt conditions, shall not be pursued or undertaken on any part of the Property.

(j) Antennas. No exterior antennas, aerials, or other apparatus for the transmission of television, radio, or other signals of any kind shall be placed, allowed, or maintained upon any portion of a Unit or Common Area. Satellite dishes up to one meter in diameter may be placed on units if not visible from street but, under no circumstances shall the satellite system be installed

without the written consent of the Board. No satellite dishes may be installed upon open space or Common Areas. The Declarant and/or the Association shall have the right, without obligation, to erect an aerial, satellite dish, or other apparatus for a master antenna or cable system for the benefit of all the Units.

(k) Basketball Equipment Clotheslines, Garbage Cans, Tanks, etc. No basketball equipment, clothes lines, above-ground tanks, and other similar items shall be placed, allowed or maintained upon any portion of the Common Area, including any Unit. All garbage cans shall be located or screened so as to be concealed from view of neighboring Units, streets and property located adjacent to the Unit, except that garbage cans may be placed at curbside on days designated for trash pick-up for that particular Unit. All rubbish, trash, and garbage shall be regularly removed from the Property and shall not be allowed to accumulate thereon.

(l) Temporary Structures and Detached Storage Buildings. No structure of a temporary character, or other out-buildings including storage buildings shall be placed or used on or about the Common Area and Limited Common Area.

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

(n) Tents, Trailers and Temporary Structures. Except as may be permitted by the Declarant during initial construction within the Property, no tent, utility, shed, shack, trailer or other structure of a temporary nature shall be placed upon a Unit or any part of the Property.

(o) Drainage and Septic Systems. Catch basins and drainage areas are for the purpose of natural flow of water only. No obstructions or debris shall be placed in these areas. The Association shall be responsible for the maintenance and upkeep of said drainage areas that are not maintained by the City of Murfreesboro. No Person other than Declarant and Association may obstruct or re-channel the drainage flows after location and installation of drainage swales, storm sewers, or storm drains. Declarant and Association hereby reserves a perpetual easement across the Property for the purpose of altering drainage and water flow. Septic systems are prohibited on the Property.

(p) Tree/Shrubbery Removal. Except as may be permitted by the Board during initial construction within the Property, no trees or shrubbery shall be removed, except for diseased or dead trees or shrubbery.

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

(r) Air Conditioning Units. Except as may be permitted by the Board or its designee, no window air conditioning units may be installed in any Unit.

(s) Lighting. Except for seasonal holiday decorative lights, which may be displayed between December -1 and January 10 only, all exterior lights must be approved in accordance with Article XI of this Master Deed. Maintenance of attached porch lights shall be the responsibility of the Owner.

(t) Artificial Vegetation, Exterior Sculpture and Similar Items. No artificial vegetation

shall be permitted on the exterior of any portion of any Unit. Exterior sculpture, fountains, flagpoles, flags, and similar items must be approved in accordance with Article XI of this Master Deed.

(u) Energy Conservation Equipment. No solar energy collector panels or attendant hardware or other energy conservation equipment shall be constructed or installed unless it is an integral and harmonious part of the architectural design of a structure, as determined in the sole discretion of the appropriate committee pursuant to Article XI hereof.

(v) Leasing of Units.

(1). Definition. "Leasing" for purposes of this Master Deed, is defined as regular, exclusive occupancy of a Unit, by any person or persons other than the Owner for which the Owner receives any consideration or benefit, including, but not limited to a fee, service, gratuity, or emolument.

(2) General. Units may be rented and Owners who rent their Units will not be subject to any fees or assessments more than Owners who do not rent their Units. Notwithstanding any other provision of this Declaration, this section may not be amended. It is the specific intent of Declarant to allow rental of the Units.

(3) Compliance with Master Deed, By-Laws and Rules and Regulations. Every Owner shall cause all occupants of his or her Unit to comply with the Master Deed, By-Laws, and the rules and regulations adopted pursuant thereto, and shall be responsible for all violations and losses to the Common Areas caused by such occupants, notwithstanding the fact that such occupants of a Unit are fully liable and may be sanctioned for any violation of the Master Deed, By-Laws; and rules and regulations adopted pursuant thereto.

(w) Parks. Any park, tot lot, playground, or other areas or equipment furnished by the Association or erected within the Common Area, if any, shall be used at the risk of the user, and the Association shall not be held liable to any person for any claim, damage, or injury occurring thereon or related to use thereof.

(x) Fences, Exterior Structures. No fences, ornamental screens, awnings, screen doors, sunshades, walls, or hedges shall be erected or permitted upon the Common Area except such as are installed in accordance with the initial construction of the improvements or approved by the Association or Declarant.

(y) Business Use. No trade or business may be conducted in or from any Unit, except that an Owner or occupant residing in a Unit may conduct business activities within the Unit so long as: (a) the existence or operation of the business activity is not apparent or detectable by sight, sound or smell from outside the Unit; (b) the business activity conforms to all zoning requirements for the Property; (c) the business activity does not involve persons coming onto the Property who do not reside in the Property or door-to-door solicitation of residents of the Property; and (d) the business activity is consistent with the residential character of the Property and does not constitute a nuisance, or a hazardous or offensive use, or threaten the security or safety of other residents of the Property, as may be determined in the sole discretion of the Board.

The terms "business" and "trade", as used in this provision, shall be construed to have their ordinary, generally accepted meanings, and shall include, without limitation, any

occupation, work or activity undertaken on an ongoing basis which involves the provision of goods or services to persons other than the provider's family and for which the provider receives a fee, compensation, or other form of consideration, regardless of whether: (i) such activity is engaged in full or part-time; (ii) such activity is intended to or does generate a profit; or (iii) a license is required therefor.

(z) Playground Equipment. No playground equipment, including but not limited to, swing sets, slides, seesaws, playhouses, and/or climbing apparatuses, shall be allowed upon the Common Area except those (if any) installed by the Declarant or its assigns to be used by all the residents.

(aa) Taxes and Utilities. Each Owner shall pay any real and personal property taxes or charges assessed against his/her respective Unit and the utility charges for said Unit.

(bb) Yard Sales. Yard sales shall not be permitted, either within a Unit or upon any portion of the Common Area, without the prior written consent of the Board.

(cc) Gas/Propane/Natural Gas Grills. All grills must be no less than Ten (10) feet from any townhome for safety reasons and concerns. Failure to comply with this subsection may result in removal and prohibition of grills.

Section 2. Additional Restrictions. The Board shall be entitled to invoke additional rules and regulations from time to time for the operation, use, and maintenance of the property, including the Units and Common Area, provided such rules and regulations are not inconsistent with this Master Deed.

ARTICLE XIII GENERAL PROVISIONS

Section 1. Term. The covenants and restrictions of this Master Deed shall run with and bind the Property, and shall inure to the benefit of and shall be enforceable by the Association or the Owner of any Property subject to this Master Deed, their respective legal representatives, heirs, successors, and assigns, for a term of thirty (30) years from the date this Master Deed is recorded, after which time they shall be automatically extended for successive periods of ten (10) years, unless an instrument in writing, signed by a majority of the then Owners, has been recorded within the year preceding the beginning of each successive period of ten (10) years, agreeing to change said covenants and restrictions, in whole or in part, or to terminate the same, in which case this Master Deed shall be modified or terminated as specified therein.

Section 2. Amendment. Declarant may unilaterally amend this Master Deed at any time so long as Declarant owns any Unit or Property subject, or planned to be subject, to this instrument or until January 1, 2035, whichever is later. Thereafter and otherwise, this Master Deed may be amended only by the affirmative vote (in person or by alternate) or written consent, or any Members representing sixty-seven (67%) percent of the total votes of the Association, and the written approval of the Class "B" Member so long as the Class "B" membership exists. Any amendment to be effective must be recorded in the public records of Rutherford County, Tennessee.

If an Owner consents to any amendment to this Master Deed or the By-Laws, it will be conclusively presumed that such Owner has the authority so to consent and no contrary provision in any Mortgage or contract between the Owner and a third party will affect the validity of such amendment.

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

Section 3. Indemnification. The Association shall indemnify every officer, director, and committee member against any and all expenses, including counsel fees, reasonably incurred by or imposed upon such officer, director, or committee member in connection with any action, suit, or other proceeding (including settlement of any suit or proceeding, if approved by the then Directors) to which he or she may be a party by reason of being or having been an officer, director, or committee member. The officers, directors, and committee members shall not be liable for any mistake of judgment, negligent or otherwise, except for their own individual willful misfeasance, malfeasance, misconduct, or bad faith. The officers and directors shall have no personal liability with respect to any contract or other commitment made by them, in good faith, on behalf of the Association (except to the extent that such officers or directors may also be Directors of the Association), and the Association shall indemnify and forever hold each such officer and director free and harmless against any and all liability to others on account of any such contract or commitment. Any right to indemnification provided for herein shall not be exclusive of any other rights to which any officer, director, or committee member, or former officer, director, or committee member may be entitled. The Association shall, as a common expense, maintain adequate general liability and officers' and directors' liability insurance to fund this obligation, if such insurance is reasonably available.

Section 4. Easements for Utilities etc. There is hereby reserved unto Declarant, so long as the Declarant owns any property described on Exhibit A, the Association and the designees of each (which may include, without limitation, The City of Murfreesboro and/or Rutherford County, Tennessee, and any utility), blanket-easements upon, across, over, and under all of the Common Area and, to the extent shown on any plat, over the Units for ingress, egress, installation, replacing, repairing, and maintaining cable television systems, master television antenna systems, security, and similar systems, roads, walkways, bicycle pathways, drainage systems, street lights, signage, and all utilities, including, but not limited to, water, sewers, meter boxes, telephones, gas, and electricity.

Without limiting the generality of the foregoing, there are hereby reserved for the local water supplier easements across all Units and on the Common Area for ingress, egress, installation, reading, replacing, repairing, and maintaining water meter boxes.

Notwithstanding anything to the contrary contained in this Section, no sewers, electrical lines, water lines, or other utilities may be installed or relocated on the Property, except as may be approved by the Association's Board or as provided by Declarant. Should any entity furnishing a service covered by the general easement herein provided request a specific easement by separate recordable document, the Board shall have the right to grant such easement on said Property without conflicting with the terms hereof. The easements provided for in this Article shall in no way adversely affect any other recorded easement on the Property.

The Board shall have, by a two-thirds (2/3) vote the power to dedicate portions of the Common Area to the City of Murfreesboro and/or Rutherford County, Tennessee, or any other local, state, or federal governmental entity, subject to such approval requirements as may be contained in Article XIV, Section 2 of this Master Deed.

Section 5. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions, which shall remain in full force and effect.

Section 6. Right of Entry. The Association shall have the right, but not the obligation, to enter into any Unit for emergency, security, and safety, which right may be exercised by the Association's Members, officers, agents, employees, managers, and all policemen, firemen, ambulance personnel, and similar emergency personnel in the performance of their respective duties. Except in an emergency situation, entry shall only be during reasonable hours and after 24 hours' notice to the Owner. This right of entry shall include the right of the Association to enter a Unit to cure any condition which may increase the possibility of a fire or other hazard in the event an Owner fails or refuses to cure the condition upon request by the Board.

(a) In the event that an Owner fails to comply with the provisions of this Article or any other provisions of this Master Deed, the Board shall notify such Owner in writing of such lack of compliance, which notice shall specify the nature of such lack of compliance. It within five (5) days following receipt of such notice, such Owner (1) fails to remedy such lack of compliance and (2) fails to deliver written notice to the Board requesting a hearing before the Board with regard to the matters of non-compliance set forth in such notice, the Association may enter upon such Owner's Unit for the purpose of remedying the non-compliance set forth in such notice and shall not be liable for trespass in connection with such entry. If the Owner timely requests a hearing before the Board, the Board shall promptly hold a hearing and shall provide the Owner with at least seven (7) days' written notice concerning the date, time, and place thereof. The decision of a majority of the members of the Board present at the hearing will be binding upon the Association and the Owner. The cost of remedying an Owner's failure to comply with the provisions of this Article and/or Master Deed shall be assessed to the Owner by the Board. Such Assessment shall be due and payable thirty (30) days from the date of the written notice thereof and shall be collected and enforced in the manner provided in Article IX of this Master Deed.

Section 7. Perpetuities. If any of the covenants, conditions, restrictions, or other provisions of this Master Deed shall be unlawful, void, or voidable for violation of the rule against perpetuities, then such provisions shall continue only until twenty-one (21) years after the death of the last survivor of the now living descendants of Charles III, King of England.

Section 8. Litigation. No judicial or administrative proceeding shall be commenced or prosecuted by the Association unless approved by a vote of seventy-five (75%) percent of the Directors. This Section shall not apply, however, to (a) actions brought by the Association to enforce the provisions of this Master Deed (including, without limitation, the foreclosure of liens), (b) the imposition and collection of Assessments as provided in Article X hereof (c) proceedings involving challenges to ad valorem taxation, or (d) counterclaims brought by the Association in proceedings instituted against it. This Section shall not be amended unless such amendment is made by the Declarant or is approved by the percentage votes, and pursuant to the same procedures, necessary to institute proceedings as provided above.

Section 9. Use of the Words "Center Pointe Townhomes". No Person shall use the words "Center Pointe Townhomes" or any derivative thereof in any printed or promotional material without the prior written consent of the Declarant. However, Owners may use the term, "Center Pointe Townhomes" in printed or promotional matter where such term is used solely to specify that particular property is located within Center Pointe Townhomes.

ARTICLE XIV MORTGAGEE PROVISIONS

The following provisions are for the benefit of holders of first Mortgages on Units in the Property. The provisions of this Article apply to both this Master Deed and to the By-Laws, notwithstanding any other provisions contained therein.

Section 1. Notices of Action. An institutional holder, insurer, or guarantor of a first Mortgage who provides written request to the Association (such request to state the name and address of such holder, insurer, or guarantor and the Unit number, therefore becoming an "eligible holder"), will be entitled to timely written notice of:

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

(b) any delinquency in, the payment of Assessments or charges owed by an Owner of a Unit subject to the Mortgage of such eligible holder, where such delinquency has continued for a Period of sixty (60) days; provided, however, notwithstanding this provision, any holder of a first Mortgage, upon request, is entitled to written notice from the Association of any default in the performance by an Owner of a Unit of any obligation under the Master Deed or By- Laws of the Association which is not cured within sixty (60) days;

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

(d) or any proposed action which would require the consent of a specified percentage of eligible holders.

Section 2. Special FHLMC Provision. So long as required by the Federal Home Loan Mortgage Corporation, the following provisions apply in addition to and not in lieu of the foregoing. Unless at least two-thirds (2/3) of the first Mortgagees or Members representing at least two-thirds (2/3) of the total Association vote entitled to be cast thereon consent, the Association shall not:

(a) by act or omission seek to abandon, partition, subdivide, encumber, sell, or transfer all or any portion of the real property comprising the Common Area which the Association owns, directly or indirectly (the granting of easements for public utilities or other similar purposes consistent with the intended use of the Common Area shall not be deemed a transfer within the meaning of this subsection);

(b) change the method of determining the obligations, Assessments, dues, or other charges which may be levied against an Owner of a Unit (A decision, including contracts, by the Board or provisions of any master deed subsequently recorded on any portion of the Property shall not be subject to this provision where such decision or subsequent master deed is otherwise authorized by this Master Deed.);

(c) by act or omission change, waive, or abandon any scheme of regulations or enforcement thereof pertaining to the architectural design or the exterior appearance and maintenance of Units and of the Common Area (The issuance and amendment of architectural standards, procedures, rules and regulations, or. use restrictions shall not constitute a change, waiver, or abandonment within the

meaning of this provision.);

(d) fail to maintain insurance, as required by this Master Deed; or

(e) use hazard insurance proceeds for any Common Area losses for other than the repair, replacement, or reconstruction of such property.

First Mortgagees may, jointly or singly, pay taxes or other charges which are in default and which may or have become a charge against the Common Area and may pay overdue premiums on casualty insurance policies or secure new casualty insurance coverage upon the lapse of an Association policy, and first Mortgagees making such payments shall be entitled to immediate reimbursement from the Association.

Section 3. No Priority. No provision of this Master Deed or the By-Laws gives or shall be construed as giving any, Owner or other party priority over any rights of the first Mortgagee of any Unit in the case of distribution to such Owner of insurance proceeds or condemnation awards for losses to or a taking of the Common Area.

Section 4. Notice to Association. Upon request, each Owner shall be obligated to furnish to the Association the name and address of the holder of any Mortgage encumbering such Owner's Unit.

Section 5. Amendment by Board. Should the Federal National Mortgage Association or the Federal Home Loan Mortgage Corporation subsequently delete any of their respective requirements which necessitate the provisions of this Article or make any such requirements less stringent, the Board, without approval of the Owners, may cause an amendment to this Article to be recorded to reflect such changes.

Section 6. Applicability of Article XIV. Nothing contained in this Article shall be construed to reduce the percentage vote that must otherwise be obtained under this Master Deed, By-Laws, or Tennessee law for any of the acts set out in this Article.

Section 7. Failure of Mortgagee to Respond. Any Mortgagee who receives a written request from the Board to respond to or consent to any action shall be deemed to have approved such action if the Association does not receive a written response from the Mortgagee within thirty (30) days of the date of the Association's request.

ARTICLE XV DECLARANT'S RIGHTS

Section 1. Transfer of Rights. Any or all of the special rights and obligations of the Declarant may be transferred to other Persons, provided that the transfer shall not reduce an obligation nor enlarge a right beyond that contained herein, and provided further, no such transfer shall be effective unless it is in a written instrument signed by the Declarant and duly recorded in the public records of Rutherford County, Tennessee.

Notwithstanding any provisions contained in the Master Deed to the contrary, so long as construction and initial sale of Units shall continue, it shall be expressly permissible for Declarant to maintain and carry on upon portions of the Common Area such facilities and activities as, in the sole opinion of Declarant; may be reasonably required, convenient; or incidental to the

construction or sale of such Units, including, but not limited to, business offices, signs, model units, and sales offices, and the Declarant shall have an easement for access to such facilities. The right to maintain and carry on such facilities and activities shall include specifically the right to use Units owned by the Declarant and any clubhouse or community center which may be owned by the Association, as models and sales offices, respectively.

So long as Declarant continues to have rights under this paragraph, no Person shall record any declaration of covenants, conditions and restrictions, or declaration of townhomes or similar instrument affecting any portion of the Property without Declarant's review and written consent thereto, and any attempted recordation without compliance herewith shall result in such declaration of covenants, conditions and restrictions, or declaration of townhomes or similar instrument being void and of no force and effect unless subsequently approved by recorded consent signed by the Declarant.

Section 2. Selection of Product. Declarant shall choose the specific housing product to be constructed within the development.

This Article may not be amended without the express written consent of the Declarant. The rights contained in this Article shall terminate only upon the recording by Declarant of a written statement that all sales activity has ceased and that Declarant releases such rights by express reference thereto.

ARTICLE XVI PARTY WALLS

Section 1. General Rules of Law to Apply. Each wall or fence built as a part of the original construction of a structure upon the Property and placed on the dividing line between two Units shall constitute a party wall and, to the extent not inconsistent with the provisions of this Article, the general rules of law regarding party walls and liability for property damage due to negligence or willful acts or omissions shall apply thereto.

Section 2. Sharing of Repair and Maintenance. The cost of reasonable repair and maintenance of a party wall shall be shared by the Owners who make use of the wall in proportion to such use.

ARTICLE XVII OBLIGATION TO REBUILD

Section 1. Damage and Destruction - Duty to Rebuild. If all or any portion of a residence constituting a part of any Unit is damaged or destroyed by vandalism, malicious mischief, fire, windstorm, or other casualty, it shall be the duty of the Owner of said Unit to rebuild, repair, or reconstruct said residence in a manner that will restore it substantially to its appearance and condition immediately prior to casualty.

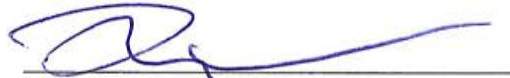
Section 2. Time Limitation. The Owner of any damaged residence shall be obligated to proceed with all due diligence and commence reconstruction within forty-five (45) days after damage occurs and to complete reconstruction within six (6) months after the damage occurs for any major structural damage and within sixty (60) days for any minor non-structural damage, unless prevented by causes beyond their reasonable control, except that disputes concerning insurance

coverage shall not be deemed an adequate cause for delay.

**ARTICLE XVIII
CONSTRUCITON STANDARDS**

The Class "A" Members by taking title to a Unit or units in "Center Pointe Townhomes" community hereby agree to accept the quality of construction standards of the development from design to completion.

IN WITNESS WHEREOF, the undersigned "Declarant" has executed this Declaration of Protective Covenants, Conditions & Restrictions & Master Deed this 6th day of March, 2025.



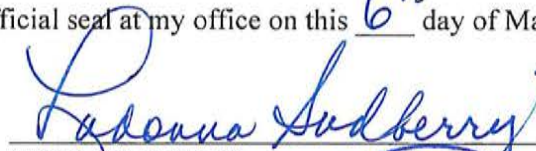
RICHARD WILHELM

STATE OF TENNESSEE

COUNTY OF BEDFORD.

Before me, the undersigned, a Notary Public within and for the State and County aforesaid, personally appeared **Richard Wilhelm**, with whom I am personally acquainted, and who upon his oath acknowledged that he executed the foregoing instrument for the purposes therein contained.

WITNESS MY HAND and official seal at my office on this 6th day of March, 2025.



NOTARY PUBLIC

My Commission Expires: 11/18/2025



EXHIBIT "A"

Land in Rutherford County, Tennessee, and being all of Lot Nos. 15, 16, & 17, Resubdivision of Lots 15, 16, & 17 Center Pointe West, as shown on survey and plat of same appearing of record in Plat Book 20, page 84 (formerly Plat Book 18, page 298), of the Register's Office for Rutherford County, Tennessee, to which reference is hereby made for a more complete and accurate description of said lot.

Being the same property conveyed to Richard Wilhelm by Deed of record in Deed Book 1647, Page 1295, Register's Office of Rutherford County, Tennessee.

Tracking Number
B2025055454



Tre Hargett
Secretary of State

Charter Nonprofit Corporation

Division of Business and Charitable Organizations

Department of State

State of Tennessee

312 Rosa L. Parks Avenue, 6th Floor

Nashville, Tennessee 37243

Phone: 615-741-2286

sos.tn.gov/businesses

Control #: 002004881
Filed: 03/07/2025 10:57 AM
Tre Hargett
Secretary of State

Entity Information

Entity Name: CENTER POINTE TOWNHOMES HOMEOWNERS ASSOCIATION
INC

Entity Type: Nonprofit Corporation

Fiscal Year Ending Month: December

Additional Designation: Neighborhood Preservation Nonprofit Corporation

Principal Office Address

109 Stowers Ln
Shelbyville, TN 37160
Bedford County, USA

Mailing Address

109 Stowers Ln
Shelbyville, TN 37160
Bedford County, USA

Will this filing have a delayed effective date?

☐ Yes ☒ No

Period of Duration:

Perpetual

Nature of Business (NAICS):

813990 - Other Similar Organizations (except Business, Professional, Labor, and Political Organizations)

This corporation is a:

☐ Public Benefit Corporation ☒ Mutual Benefit Corporation
☐ Religious Corporation ☒ Not Religious Corporation

This corporation will:

☒ Have Members ☐ Not Have Members

Provisions regarding the distribution of assets upon dissolution:

Upon the dissolution of the company, assets shall be distributed for one or more exempt purposes within the meaning of IRC Section 501(c)(3), or corresponding future federal tax code, Tennessee Law, or shall be distributed to the federal government or to a state or local government, for a public purpose.

Other Provisions:

(No other provisions)

Do you have additional uploads you would like to attach to this filing?

☐ Yes ☒ No

Incorporators

RICHARD WILHELM
109 Stowers Ln
Shelbyville, TN 37160, USA

EXHIBIT

B

Registered Agent Information

CENTER POINTE TOWNHOMES HOMEOWNERS
ASSOCIATION INC
109 Stowers Ln
Shelbyville, TN 37160, USA

Incorporator's Signature

- ☒ By entering my name in the space provided below, I certify that I am authorized to file this document on behalf of this entity, have examined the document and, to the best of my knowledge and belief, it is true, correct and complete as of this day.
- ☒ The undersigned, acting as incorporator of the nonprofit corporation under the provisions of the Tennessee Nonprofit Corporation Act, adopt the above Articles of Incorporation.

Signed Electronically: RICHARD WILHELM

Date: 03/07/2025



Tre Hargett
Secretary of State

Division of Business and Charitable Organizations
Department of State
State of Tennessee
312 Rosa L. Parks Avenue, 6th Floor
Nashville, Tennessee 37243
Phone: 615-741-2286
sos.tn.gov/

LORI D CLANTON
P O BOX 169
SHELBYVILLE, TN 37162, USA

03/07/2025

Filing Acknowledgment

Please review the filing information below and notify our office immediately of any discrepancies.

Entity Name:	CENTER POINTE TOWNHOMES HOMEOWNERS ASSOCIATION INC		
SOS Control #:	002004881	Initial Filing Date:	03/07/2025
Entity Type:	Nonprofit Corporation	Formation Locale:	TENNESSEE
Status:	Active	Duration Term:	Perpetual
Fiscal Year Close:	December	Annual Report Due:	04/01/2026
Business County:	Bedford	Additional Designation:	Neighborhood Preservation Nonprofit Corporation
Benefit Type:	Mutual Benefit Corporation	Religious Type:	Non-Religious

Document Receipt

Receipt #: 2025-74979	Filing Fee:	\$100.00
Payment: Credit Card - 3893390057		\$100.00

Registered Agent Address:
CENTER POINTE TOWNHOMES HOMEOWNERS ASSOCIATION INC
109 Stowers Ln
Shelbyville, TN 37160

Principal Office Address:
109 Stowers Ln
Shelbyville, TN 37160
Bedford County, USA

Congratulations on the successful filing of your Charter Nonprofit Corporation for **CENTER POINTE TOWNHOMES HOMEOWNERS ASSOCIATION INC** in the State of Tennessee which is effective **03/07/2025**. You must also file this document in the office of the Register of Deeds in the county where the entity has its principal office if such principal office is in Tennessee. Please visit the Tennessee Department of Revenue website (www.tn.gov/revenue) to determine your online tax registration requirements. If you need to obtain a Certificate of Existence for this entity, you can request, pay for, and receive it from our website.

You must file an Annual Report with this office on or before the Annual Report Due Date noted above and maintain a Registered Office and Registered Agent. Failure to do so will subject the business to Administrative Dissolution/Revocation.

Tre Hargett
Secretary of State

CENTER POINTE TOWNHOMES HOMEOWNERS' ASSOCIATION, INC.
(a Tennessee nonprofit corporation)

BYLAWS

PREAMBLE

Center Pointe Townhomes' Homeowners' Association, Inc. (the "Association") was incorporated and is hereby established for the purpose of governing Center Pointe Townhomes, as the same exists or may be expanded from time to time, and shall be the Association referred to in the Declaration of Protective Covenants, Conditions and Restrictions, and Master Deed for Center Pointe Townhomes filed of record with the Register of Deeds of Rutherford County, Tennessee, at Book ____, Page ____ (the "Declaration"), as the same may be amended from time to time. No asset of the Association shall inure to the personal benefit of any Member, Director, officer or agent.

ARTICLE I
DEFINITIONS

Capitalized terms in these Bylaws shall have the same meaning as defined in the Declaration.

ARTICLE II
OBJECTIVES

2.1 Adherence to Governing Documents

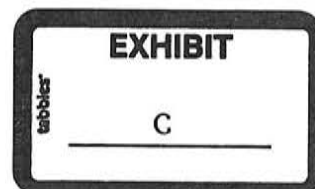
The primary objective of the Association shall be, through its Board of Directors, officers and agents, to monitor and enforce adherence to the Declaration and to the Bylaws and to the rules and regulations promulgated thereunder, referred to collectively herein as the "Governing Documents," for the common benefit of the residents of Center Pointe Townhomes.

2.2 Community Development

The Association shall foster creation by the Members of an exemplary community which will combine change with tradition and beauty with functional advancement, while preserving the natural serenity of the countryside in which it is situated that will:

achieve through mutual effort the highest possible quality of life for those residing in Center Pointe Townhomes;

foster and maintain through mutual effort the beautification of individual property and the safety and security of homeowners, children, and property;



foster and maintain cooperative efforts with neighboring homeowner associations.

2.3 **Common Services**

The Association shall implement and maintain effective lines of communication with respective service providers, seeking to continuously improve common services, including fire protection and garbage collection, and the improvement of the furnishing of water, gas, telephone, electricity service, and police protection.

ARTICLE III MEMBERS

3.1 **Membership**

Membership in the Association shall be as defined in the Declaration. Membership runs with the land and is a mandatory condition for all homeowners in Center Pointe Townhomes.

3.2 **Assessments**

Members are subject to Assessments as provided by the Declaration.

ARTICLE IV BOARD OF DIRECTORS

4.1 **Management**

The business and affairs of the Association shall be conducted by a Board of Directors. The Board shall have and exercise all of the powers authorized to the boards of directors of nonprofit corporations by the laws of Tennessee, as the same may be amended from time to time.

4.2 **Number**

The Board shall be comprised of three or seven members, as determined from time to time by the Members at the annual meeting.

4.3 **Election**

Directors shall be elected by majority vote of the Members present in person or by proxy at each annual meeting.

4.4 **Qualification**

Directors must be individual Members of Center Pointe Townhomes and must have attained 21 years of age. Candidates for the Board must be in compliance with the

Governing Documents and must be current on payment of Assessments. The Board may impose such other qualifications consistent with the Governing Documents as it deems necessary and appropriate.

4.5 **Term**

The Board shall be divided into three classes of one or more members each. Classes shall serve staggered terms of three years. Each Director shall, however, serve until the Director's replacement is duly qualified and elected.

4.6 **Meetings**

The Board of Directors shall meet at its convenience, but not less than twice a year. The Board shall adopt its own policy to schedule meetings. A majority of Directors participating in meetings shall constitute a quorum.

4.7 **Vacancies**

The Board may appoint a replacement to fill the unexpired term of a Director who has resigned or becomes disqualified during the Director's term.

4.8 **Removal and Replacement**

Any Director may be removed at any time for any purpose at a Special Meeting of Members called and held for that purpose. The remaining Directors may appoint a replacement to fill the unexpired term of a Director so removed.

4.9 **Action without a Meeting**

Any action that could be taken at a meeting of the Board of Directors duly called and held may be taken without a meeting by written consent signed by all members of the Board of Directors and filed with the minutes of the Association. Any such action may be signed by the Directors in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same document.

4.10 **Committees**

The Board of Directors or President shall have the power to appoint Committees with such assignments as may be appropriate.

ARTICLE V OFFICERS

The Officers of the Association shall consist of a President, Vice President, Secretary and Treasurer and such other officers as the Board of Directors may, from time elect.

5.1 **Duties**

President: The President shall be the chief executive officer of the association and shall have the powers accorded to the president of a nonprofit corporation by the laws of Tennessee. The President shall preside at all meetings of the Members and Board of Directors.

Vice President: The Vice President shall have such duties as may be assigned by the Board of Directors and President and shall preside at meetings of the Members and Board of Directors in the absence of the President.

Secretary: The Secretary shall have custody of the books and records of the Association and shall take and maintain minutes of all meetings of the Members and Board of Directors.

Treasurer: The Treasurer shall be the chief financial officer of the Association and shall have charge of the financial affairs of the Association. The Treasurer shall review all financial reports and account to the Board at each meeting, including year to date budget versus actual operating results.

5.2 **Election**

Officers shall be elected annually by the Board of Directors at a meeting of the Board called and held immediately following the Annual Meeting of Members. The Board shall promulgate such procedures as it deems appropriate regarding nominations for office, provided, however, that such procedures shall include the opportunity for Members to offer nominations.

5.3 **Qualification**

Officers must be individual Members of Center Pointe Townhomes and must have attained 21 years of age. The Board may impose such other qualifications consistent with the Governing Documents as it deems necessary and appropriate.

5.4 **Removal and Replacement**

Any Officer may be removed at any time for any purpose at a Special Meeting of the Board of Directors called and held for that purpose. The Board of Directors may appoint a replacement to fill the unexpired term of an Officer so removed.

ARTICLE VI MEETINGS

6.1 Annual Meeting

The Annual Meeting of Members shall be held within 90 days of the end of each fiscal year of the Association as determined by the Board of Directors. The Annual Meeting shall elect the Board of Directors and conduct such other business as shall properly come before the Members. A majority of Members participating in the Annual Meeting (or Special Meeting) shall constitute a quorum. Both Annual and Special Meetings may be held by electronic means (Zoom, Teams, etc.) to encourage participation, if the Board deems, by majority vote, its is in the HOA's best interest. Any vote taken at an Annual Meeting or Special Meeting that is held by electronically or remotely shall be verified by a credible means.

6.2 Special Meetings

Special Meetings may be called by the President on the President's own motion or at the request of a Majority of the Board of Directors or a majority percent of the Members. The notice of a Special Meeting shall state the purpose for which it is called.

6.3 Notice of Meetings

Notice of any meeting shall be sent by U.S. Mail, postage prepaid, to every Owner at least 10 days prior to the date of the meeting, provided, however, that notice may be hand-delivered to Members or sent electronically immediately followed by written notice. Attendance at any meeting by a Member or Director shall constitute waiver of notice.

ARTICLE VII INDEMNIFICATION AND INSURANCE

7.1 Indemnification

To the extent permitted by Tennessee law, the Association shall indemnify the Directors, Officers and agents of the Association against liabilities and reasonable litigation expenses, including attorney's fees, incurred in connection with any action, suit or proceeding in which a Director or Officer is made or is threatened to be made a party by reason of being or having been such Director or Officer; provided, however, that indemnification shall not apply to matters of bad faith and gross negligence.

7.2 Insurance

The Association shall purchase and maintain insurance on behalf of its Directors, officers and agents.

**ARTICLE VIII
FISCAL YEAR**

The fiscal year of the Association shall be the calendar year.

**ARTICLE IX
PARLIAMENTARY AUTHORITY**

The rules contained in *Robert's Rules of Order Revised* shall govern this organization in all cases to which they are applicable and in which they are not inconsistent with these Bylaws.

**ARTICLE X
AMENDMENT**

10.1 Consistency

No amendment to these Bylaws can take effect unless it is consistent with the Governing Documents. In case of uncertainty, the Board of Directors may retain counsel for advice concerning the consistency of any proposed amendment. In the event that these Bylaws are inconsistent with the Declaration, said terms as set forth in the Declaration shall control.

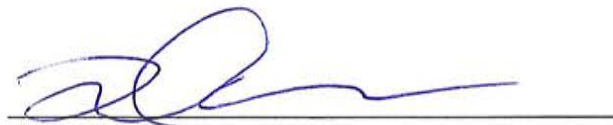
10.2 Procedure

Any amendment to these Bylaws must first be approved by the Board of Directors at a meeting duly and validly called and held and then by the two-thirds of the Members eligible to vote at the Annual Meeting or at a Special Meeting called for such purpose.

10.3 Effective Date

Unless otherwise provided prior to its adoption or in the motion to adopt, an amendment shall become effective upon adjournment of the meeting of Members at which it is adopted.

Adopted and effective as of March 6, 2025.



Richard Wilhelm, Incorporator and President

