

**GATEWAY VILLAGE**

**MASTER DEED, CCRS &  
BYLAWS**

# GATEWAY VILLAGE

## TABLE OF CONTENTS

	Page
Gateway Village Master Deed Restrictions	
Statement of Purpose.....	1
Imposition of Deed Restrictions .....	1
Article I: Definitions	
1.1 Generally.....	2
1.2 Documents .....	2
(a) Master Plan .....	2
(b) Master Deed Restrictions .....	2
(c) Declaration .....	2
(d) Supplemental Declaration .....	2
(e) Design Guidelines .....	2
1.3 Parties .....	2
(a) Founders .....	2
(b) Association .....	2
(c) Owner .....	3
1.4 Land Definitions .....	3
(a) Commercial District .....	3
(b) Commons .....	3
(c) Gateway Village .....	3
(d) Master Plan Area .....	3
(e) Parcel .....	3
(f) Residential District .....	3
(g) Residential Unit .....	3
(h) Special Use Parcel .....	4
(i) Zone .....	4
1.5 Architectural Review Definitions.....	4
(a) Design Review Committees .....	4
(b) Design Guidelines .....	4
(c) Development Period .....	4
1.6 Association Definitions.....	4
(a) Association .....	4
(b) Member .....	4
(c) Board .....	5
(d) Articles .....	5
(e) Bylaws .....	5
(f) Community Meeting .....	5

(g)	Assessments .....	5
(i)	General Assessment .....	5
(ii)	Individual Parcel Assessment .....	5
(iii)	Special Assessment .....	5
 Article II: Development Plan		
2.1	Mixed Use .....	5
(a)	Separate Declarations .....	5
(b)	Cooperation .....	5
2.2	Property Subject to Master Deed Restrictions.....	6
(a)	Initial Property .....	6
(b)	Additional Property .....	6
(c)	Withdrawal of Property .....	6
2.3	Submission of Property to Declaration .....	6
2.4	Master Plan .....	6
 Article III: Design Guidelines		
3.1	Establishment of Design Guidelines .....	6
3.2	Permitted Uses .....	7
3.3	Modification of the Design Guidelines .....	7
3.4	Applicable Governmental Codes .....	7
 Article IV: Review Procedure		
4.1	Design Review Committees .....	7
4.2	Construction Subject to Review .....	8
(a)	Parcels .....	8
(b)	Commons .....	8
(c)	Scope .....	8
(d)	Exception .....	9
(e)	Trees .....	9
(f)	Drainage .....	9
(g)	Modifications .....	9
4.3	Review Procedure .....	10
(a)	Application .....	10
(b)	Uniform Procedures .....	10
(c)	Basis for Decision .....	10
(d)	Variances .....	10
(e)	Notification; Construction; Inspection .....	10
(f)	Completion .....	10
(g)	Governmental Compliance .....	10
4.4	Approval of Architects, Builders .....	11
(a)	Generally .....	11
(b)	Architects .....	11

	(c) Builders .....	11
4.5	Enforcement .....	11
	(a) Fines .....	11
	(b) Suit Permitted .....	11
	(c) Trees .....	11
	(d) Drainage .....	12
	(e) No Waiver .....	12
4.6	Liability .....	12
4.7	Selection of Design Review Committee Members .....	12
	(a) Selection by Founders .....	12
	(b) Assignment of Founders' Rights .....	12
4.8	Financial Support .....	12

**Article V: Covenant to Complete Building on Parcel**

5.1	Restrictions on Building, Resale .....	13
	(a) Restriction; Purpose .....	13
	(b) Completion .....	13
	(c) Holder of Rights .....	13
5.2	Architectural Review; Time Limit .....	13
5.3	Enforcement .....	14
5.4	Subordination to Mortgage .....	14
	(a) Effect .....	14
	(b) Repurchase Subject to Mortgage .....	14
	(c) Mortgage Foreclosure .....	14
	(d) Extension .....	15
5.5	Resale Restriction .....	15

**Article VI: Founders' Additional Reserved Rights**

6.1	Easements in Favor of the Founders .....	15
	(a) Private Roads and Paths .....	16
	(b) Utility Easements .....	16
	(c) Police Powers .....	16
	(d) Drainage, Erosion Controls .....	16
	(e) Encroachment .....	16
	(f) Maintenance of Commons .....	17
	(g) Continued Construction .....	17
6.2	Reservation of Exclusive Easements .....	17
6.3	Conversion of Street Ends .....	17
6.4	Models; Sales and Management Offices .....	17
6.5	Commercial Use of Images .....	17
	(a) Commons .....	17
	(b) Exteriors .....	18
6.6	Name .....	

(a)	Change .....	18
(b)	Trademark .....	18
Article VII:	General Provisions .....	18
7.1	Assignment .....	18
7.2	Additional Property .....	18
7.3	Amendment .....	19
(a)	By Members .....	19
(b)	By the Founders .....	19
(c)	Limitations .....	19
(d)	Recording .....	19
7.4	Enforcement .....	19
EXHIBIT A	Description of Real Property .....	22
Gateway Village Declaration of Charter, Easements, Covenants and Restrictions for the Residential District		
	Statement of Purpose .....	1
	Declaration .....	2
Article I:	Definitions .....	2
1.1	Assessments .....	2
(a)	General Assessment .....	2
(b)	Individual Parcel Assessment .....	2
(c)	Special Assessment .....	2
1.2	Association .....	2
1.3	Board .....	2
1.4	Building .....	2
1.5	Bylaws.....	2
1.6	Charter .....	2
1.7	Commons .....	3
1.8	Common Maintenance Parcels.....	3
(a)	Townhome Parcels .....	3
(b)	Other Common Maintenance Parcels .....	3
1.9	Common Maintenance Zone .....	3
1.10	Common Roads .....	3
1.11	Concept Plan .....	3
1.12	Declaration .....	3
1.13	Design Guidelines .....	3
1.14	Founders .....	4
1.15	Lot .....	4
1.16	Master Deed Restrictions .....	4
1.17	Master Plan Area .....	4

1.18	Member .....	4
1.19	Mortgagee .....	4
1.20	Owner .....	4
1.21	Parcel .....	4
1.22	Residential Design Review Committee .....	4
1.23	Residential District .....	5
1.24	Residential District Meeting .....	5
1.25	Residential Unit .....	5
1.26	Special Use Parcel .....	5
1.27	Supplemental Declaration .....	5
1.28	Townhomes .....	5
1.29	Townhome Block .....	5
1.30	Zone .....	5
1.31	Zone Declaration .....	5

**Article II: Property Comprising the Residential District**

2.1	Initial Property .....	6
2.2	Developmental Plan.....	6
	(a) Commercial District .....	6
	(b) Relationship to Surrounding Property .....	6
	(c) Street Ends.....	6
2.3	Additional Property .....	6
	(a) By the Founders .....	6
	(b) By Members .....	7
	(c) Supplemental Declaration .....	7
	(d) Special Provisions .....	7
2.4	Withdrawal of Property.....	7
2.5	Zones .....	7
	(a) Intent .....	7
	(b) Designation .....	7

**Article III: Easements**

3.1	Easements in Favor of the Association .....	7
	(a) Utility Easements .....	8
	(b) Police Powers .....	8
	(c) Drainage, Erosion Controls .....	8
	(d) Encroachment .....	8
	(e) Maintenance of Commons .....	8
3.2	Relationship between Lots .....	8
	(a) Intent .....	8
	(b) Lot Lines .....	8
	(c) Structural Party Walls .....	9
	(d) Exterior Walls along a Lot Line .....	9

(e)	Yard Easements .....	9
(f)	Roof Overhang; Footings .....	9

Article IV: Commons

4.1	Title.....	10
	(a) Association-Owned Commons .....	10
	(b) Additional Commons .....	10
4.2	Maintenance; Capital Improvements .....	10
	(a) Generally .....	10
	(b) Capital Improvements .....	10
4.3	Owners' Easements of Access and Enjoyment .....	10
	(a) Commons .....	10
	(b) Tenants, Guests .....	10
4.4	Use of Commons .....	11
	(a) Members' Benefit .....	11
	(b) Promotion and Marketing .....	11
	(c) No Commercial Use .....	11
4.5	Common Road Regulation .....	11
4.6	Surface Water or Stormwater Management System .....	11
4.7	Damage or Destruction of Commons by Owner .....	11
4.8	Limitation of Liability .....	11

Article V: Community Planning and Administration of The Design Guidelines

5.1	Master Deed Restrictions .....	12
5.2	Binding Effect .....	12
5.3	Assignment to Association .....	12
5.4	Design Guidelines.....	12

Article VI: Owners' Association

6.1	Duties .....	12
6.2	Additional Powers .....	13
6.3	Contracts .....	13
6.4	Membership .....	14
6.5	Allocation of Voting Interests .....	14
6.6	Exercise of Vote .....	14
6.7	Election of Board of Directors .....	14
	(a) Procedure .....	14
	(b) Initial Selection by Founders .....	14
6.8	No Compensation for Directors .....	14
6.9	Additional Provisions .....	14

Article VII: Decision Making

7.1	Residential District Meeting .....	15
-----	------------------------------------	----

(a)	When called .....	15
(b)	Quorum .....	15
(c)	Notice .....	15
(d)	Proxies; Electronic Voting .....	15
7.2	Action without Meeting .....	15
7.3	Board Meetings .....	16
(a)	Board's Responsibility .....	16
(b)	Quorum .....	16
7.4	Record Keeping .....	16
7.5	Approval .....	16
 Article VIII: Association Budget		
8.1	Fiscal Year .....	16
8.2	Budget Items .....	16
8.3	Reserves .....	17
8.4	Preparation and Approval of Annual Budget .....	17
(a)	Initial Budget .....	17
(b)	Subsequent Years .....	17
(c)	Approval .....	17
8.5	Effect of Failure to Prepare or Adopt Budget .....	17
8.6	Capital Improvements .....	18
8.7	Zone Expenses .....	18
(a)	Capital Improvements .....	18
(b)	Additional Services .....	18
(c)	Combined Zones: Smaller Groups .....	18
(d)	Assessment Levy .....	18
8.8	Accounts .....	18
 Article IX: Allocation of Expenses		
9.1	Generally .....	19
9.2	Residential Use .....	19
9.3	Special Use Parcels .....	19
9.4	Additional Property .....	19
 Article X: Covenants for Maintenance Assessments		
10.1	Obligation for Assessments .....	19
10.2	Allocation of Common Expenses .....	19
10.3	General Assessments .....	20
(a)	Establishment by Board .....	20
(b)	Date of Commencement .....	20
10.4	Special Assessment .....	20
(a)	Capital Improvements .....	20
(b)	Emergency Assessment .....	20



10.5	Individual Parcel Assessments .....	21
10.6	Capital Contribution .....	21
10.7	Effect of Nonpayment of Assessment: Remedies .....	21
	(a) Personal Obligation .....	21
	(b) Creation of Lien .....	21
	(c) Suit for Payment; Foreclosure of Lien .....	21
	(d) Other Remedies .....	22
10.8	Certificate of Payment .....	22

Article XI: Use of Parcels

11.1	Permitted Uses .....	22
	(a) Determination .....	22
	(b) Home-based Businesses .....	22
11.2	Prohibited Uses .....	22
	(a) Nuisances .....	22
	(b) Insurance .....	23
	(c) Soliciting .....	23
	(d) Time Sharing .....	23
	(e) Sound Devices .....	23
	(f) Wells .....	23
	(g) Laundry .....	23
11.3	Attractiveness and Safety of Parcels .....	23
	(a) Generally .....	23
	(b) Signage .....	23
	(c) Vehicles .....	24
	(d) Sports Equipment .....	24
	(e) Antennas .....	24
	(f) Firearms .....	24
	(g) Additional Restrictions .....	24
11.4	Leasing .....	24
11.5	Pets .....	24
11.6	Temporary Structures; Camping .....	25
11.7	Rules and Regulations .....	25
	(a) Generally .....	25
	(b) Effect .....	25
	(c) Notice .....	25
11.8	Enforcement .....	25
	(a) Owner's Responsibility .....	25
	(b) Notice, Hearing and Fines .....	25
	(c) Tenant Violations .....	26
	(d) Corrective Action for Parcel Maintenance .....	26
	(e) Pets .....	26
	(f) Additional Remedies .....	26

Article XII: Insurance

12.1 Review of Coverage .....27  
12.2 Casualty Insurance .....27  
12.3 Public Liability .....27  
12.4 Director Liability Insurance .....27  
12.5 Other Coverage .....27  
12.6 Parcel Coverage .....27  
12.7 Repair and Reconstruction after Fire or Other Casualty .....28  
    (a) Commons .....28  
    (b) Parcel Improvements .....28  
    (c) Payment of Deductible .....28

Article XIII: Amendment and Termination

13.1 Amendment .....28  
    (a) By Members .....28  
    (b) By the Founders .....28  
    (c) Limitations .....29  
    (d) Recording .....29  
    (e) Supplemental Declaration .....29  
13.2 Dedication .....29  
    (a) Common Roads .....29  
    (b) Commons .....29  
    (c) Necessary Approval .....29  
13.3 Duration: Termination .....29  
    (a) Unanimous Consent .....29  
    (b) Dedication of Commons .....29  
13.4 Condemnation .....30

Article XIV: Townhomes and Other Common Maintenance Parcels

14.1 Applicability of Article .....30  
14.2 Services to be Provided by the Association .....30  
    (a) Landscape Maintenance .....30  
    (b) Roof .....30  
    (c) Insurance .....30  
    (d) Exterior Maintenance .....30  
    (e) Additional Services .....30  
    (f) Owners' Rights, Responsibilities .....31  
14.3 Allocation of Costs for Services .....31  
14.4 Reserve Fund .....31  
    (a) Townhome Roof .....31  
    (b) Other Reserves .....31  
    (c) Accounts .....31  
14.5 Roof Maintenance .....31

(a)	Replacement .....	31
(b)	Repair .....	31
(c)	Payment of Repairs or Replacement. ....	32
(d)	Casualty .....	32
(e)	Architectural Control .....	32
(f)	Owner, Association Responsibility .....	32
(g)	Damage or Destruction by Owner .....	32
14.6	Insurance; Casualty .....	32
(a)	Cost; Assessment .....	32
(b)	Association's Insurance .....	33
(c)	Owner's Insurance .....	33
(d)	Casualty Loss .....	33
Article XV: General Provisions		
15.1	Interpretation	
(a)	Construction .....	33
(b)	Governmental Regulation .....	33
15.2	Invalidity .....	34
15.3	Enforcement of Declaration .....	34
(a)	Enforcement .....	34
(b)	No Waiver .....	34
(c)	Association's Legal Fees .....	34
15.4	Notices .....	34
15.5	Gender and Number .....	34
15.6	Consent of Mortgagees .....	34
(a)	When Consent Required .....	34
(b)	Percentage Required .....	35
(c)	Timely Response .....	35
15.7	Law to Govern .....	35
15.8	Regulation By the City of Franklin	
Exhibit A: Property Subject to the Residential Declaration.....		39
Exhibit B: Commons .....		42
Exhibit C: Charter of Incorporation of the Gateway Village Residential District Association, Inc. ....		43
Exhibit D: Bylaws of the Gateway Village Residential District Association, Inc. ....		45
Article I: Members .....		45
1.1	Membership .....	45
1.2	Shares; Votes .....	45

Article II: Meetings of Membership .....45

    2.1 Rules .....45

    2.2 Annual Meeting .....45

    2.3 Special Meetings .....46

    2.4 Notice .....46

    2.5 Waiver .....46

    2.6 Quorum .....46

    2.7 Proxies .....46

    2.8 Action without Meeting .....46

Article III: Board of Directors

    3.1 Initial Composition .....47

    3.2 First Election .....47

    3.3 Number of Directors .....47

    3.4 Term .....47

    3.5 Qualifications .....47

    3.6 Voting Procedure .....47

    3.7 Removal .....47

    3.8 Vacancy .....47

    3.9 Meetings .....47

    3.10 Waiver .....48

    3.11 Quorum .....48

    3.12 Compensation .....48

    3.13 Powers and Duties .....48

Article IV: Officers

    4.1 Election .....49

    4.2 Powers .....49

    4.3 Term .....49

    4.4 Vacancy .....49

    4.5 Compensation .....49

Article V: Records

    5.1 Accounting .....50

    5.2 Meetings .....50

Article VI: Indemnification .....50

Article VII: Non Profit Association .....52

Article VIII: Amendment .....52

Article IX: Supremacy .....52

BK/PG:3887/57-81

06018320

This Instrument Prepared By:  
Jeffrey R. King  
Stites & Harbison PLLC  
Suite 1800, SunTrust Center  
424 Church Street  
Nashville, TN 37219

Pick Up

RESTRICTIONS	
04/21/2006	08:13 AM
BATCH	70776
MTG TAX	0.00
TRN TAX	0.00
REC FEE	125.00
DP FEE	2.00
REG FEE	0.00
TOTAL	127.00

STATE OF TENNESSEE, WILLIAMSON COUNTY

SADIE WADE  
REGISTER OF DEEDS

GATEWAY VILLAGE

MASTER DEED RESTRICTIONS

GATEWAY VILLAGE DEVELOPMENT, INC., a Tennessee corporation, and GATEWAY VILLAGE RESIDENTIAL, LLC, a Tennessee limited liability company, to be known collectively as the "Founders," establish these Master Deed Restrictions on the 20th day of April, year of 2006.

STATEMENT OF PURPOSE:

- A. The Founders are developing a mixed use project upon real property in Franklin, Tennessee, to be known as Gateway Village. If all phases are completed, Gateway Village would eventually comprise approximately sixty (60) acres described on Exhibit A (the "Master Plan Area").
- B. To ensure the proper and orderly development of Gateway Village, Founders wish to impose certain restrictions upon all property within the Master Plan Area.
- C. While the rights reserved by this instrument shall initially be reserved to the Founders during the development period, it is intended that certain rights be conveyed to the Associations, so that the plan of architectural control be continued throughout the lifetime of the community.

IMPOSITION OF DEED RESTRICTIONS:

The Founders hereby submit to these deed restrictions all property within the Master Plan Area described on Exhibit A (and, in accordance with Section 1.2, as well as any additional property which is submitted to these Master Deed Restrictions), including each separately conveyable parcel ("Parcel") which has been platted or which shall be platted, and all common areas ("Commons") created or to be created. These Deed Restrictions shall run with the land and be binding upon each owner of the Parcel, and the owner's heirs, successors and assigns (together, the "Owner") and upon the Association, whether or not these Deed Restrictions are individually recorded or noticed with each deed.

# ARTICLE I:

## Definitions

1.1 Generally. The following definitions apply wherever the capitalized terms appear in these Master Deed Restrictions or in any Declaration, unless the Declaration provides a definition specific to that Declaration. To aid in understanding the relationships between terms, terms are grouped functionally. Additional terms which apply only to one article or section will be defined as they appear.

### 1.2. Documents.

(a) Master Plan. The Master Plan is the initial plan for the development of the Master Plan Area. The Master Plan is subject to change.

(b) Master Deed Restrictions. These Master Deed Restrictions, which apply to all deeds granted within Gateway Village, are intended to ensure the proper application of the Design Guidelines during the development stage and to impose other restrictions designed to further the development of Gateway Village.

(c) Declaration. Each "Declaration" shall be a Declaration of Easements, Covenants and Restrictions, which provides for the ongoing operation and maintenance of a portion of Gateway Village. The Residential District and the Commercial District will each have its own separate Declaration, which will be recorded after these Master Deed Restrictions. Other portions of Gateway Village may have a separate Declaration as well.

(d) Supplemental Declaration. A "Supplemental Declaration" is an instrument which may be recorded by the Founders, the Association or, with the approval of the Founders or the Association, the owner of the property, all in accordance with the applicable Declaration provision to make additional property subject to any such Declaration.

(e) Design Guidelines. The "Design Guidelines," as further described below in Section 3.1, regulate land use, architecture and environment within Gateway Village.

### 1.3 Parties.

(a) Founders. The "Founders" are Gateway Village Development, Inc., a Tennessee corporation and Gateway Village Residential, LLC, a Tennessee limited liability company, their respective successors and assigns. The Founders may also be Owners for so long as any of the Founders is a record owner of any Parcel.

(b) Association. As further described in Section 1.6, the Residential District Declaration shall establish an "Association" whose members are the Owners of Parcels within the land subject to the Declaration. The Commercial District Declaration may also

establish an Association or other management entity. Each Association is responsible for maintaining the Commons and enforcing the Declaration within their respective districts.

(c) Owner. "Owner" is the record owner, whether one or more persons or entities, of the fee simple title to any Parcel. Owners shall not include those having such interest merely as security for the performance of an obligation.

1.4 Land Definitions.

(a) Commercial District. The "Commercial District" is intended to be the commercial portion of Gateway Village and shall be subject to a separate Commercial District Declaration.

(b) Commons. "Commons" comprises real property or property interests within the Residential District or Commercial District designated as Commons on any plat or specifically conveyed to the Association, for the common use and enjoyment of all Owners. "Commons" also include any improvements on that real property, all utilities, utility easements and other easement rights or personal property for the Owners' common use, and any other property of any type specifically designated as Commons.

(c) Gateway Village. "Gateway Village" is all of the property made subject to the Master Deed Restrictions. Gateway Village initially comprises the Master Plan Area. However, additional land may be added in accordance with the terms of the Master Deed Restrictions.

(d) Master Plan Area. The Master Plan Area comprises approximately sixty (60) acres, which is that property described as Exhibit A to these Master Deed Restrictions, intended for development as a single, unified mixed-use development.

(e) Parcel. A "Parcel" is the smallest parcel of land which may be separately conveyed. Most Parcels will be designated as numbered, separately identifiable lots on the recorded subdivision plat which encompasses the Parcel. Once improved, the Parcel includes any buildings or other permanent improvements. Each condominium unit shall be considered a Parcel; if a portion of the building has not been declared into condominium ownership, that portion of the building shall be considered an additional Parcel. The Founders may redefine Parcels prior to sale to third parties by dividing or combining Parcels or portions of Parcels or adjusting the boundary of a Parcel.

(f) Residential District. The "Residential District" shall be the residential portion of Gateway Village, which shall be subject to the Residential District Declaration.

(g) Residential Unit. A "Residential Unit" is any separate dwelling and ordinarily includes a kitchen. A Residential Unit shall include a detached single-family home, townhouse or other attached dwelling (such as each half of a duplex unit), an apartment or condominium unit, and a residential dwelling within a mixed-use building.

(h) Special Use Parcel. A "Special Use Parcel" is a lot of unconventional size, topography, shape, location or use which calls for special design considerations. Typically, a Special Use Parcel will be used for commercial, educational or institutional purposes, multi-family residential or community or recreation facilities.

(i) Zone. "Zones" are smaller, contiguous areas within Gateway Village of distinct character or building type. Owners of property within a Zone may be assessed for maintenance of property primarily serving that Zone.

#### 1.5 Architectural Review Definitions.

(a) Design Review Committees. The "Residential Design Review Committee" shall have the responsibility to administer the Design Guidelines for the Residential District. The "Commercial Design Review Committee" shall have the responsibility to administer the Design Guidelines for the Commercial District.

(b) Design Guidelines. The "Design Guidelines" establish the plan for the development of Gateway Village through its regulation of land use, architecture and environment, as further described in Section 3.1. The Design Guidelines do not need to be recorded to be effective but shall be available from either of the Design Review Committees.

(c) Development Period. The Residential District and the Commercial District shall each have its own Development Period. The Development Period for each district begins immediately upon recording of this instrument and continues for each district until the Founders no longer own any Parcel in such district, unless earlier terminated at the option of Founders. For the purposes of this definition, the term "Parcel" may include lots which are not yet platted or improved but which are indicated on the Master Plan for future development. The Founders may terminate their rights concerning the Development Period at any time by written, recorded notice. During the Development Period, the Founders shall select the members of the Design Review Committees.

#### 1.6 Association Definitions.

(a) Association. The Residential District Declaration and the Commercial District Declaration shall each establish an entity to maintain the portion of the Commons and Common Maintenance Parcels contained within the area made subject to the respective Declaration, and to enforce the Declaration. To accomplish this, the Residential District Declaration shall establish an "Association" whose members are the Owners of Parcels within the land subject to that Declaration. The Commercial District Declaration may establish either an Association or a management entity. When used in this instrument, the term "Association" may include such an entity, unless the context requires otherwise. The name of the Association is as provided in the applicable Declaration.

(b) Member. Each Owner is a "Member" of the Association, as provided in the Declaration.



- (c) Board. "Board" is the Board of Directors of the Association.
- (d) Articles. "Articles" are the Articles of Incorporation of the Association.
- (e) Bylaws. "Bylaws" are the Bylaws of the Association.
- (f) Community Meeting. The "Community Meeting" is the public meeting of Members for discussion and voting, as described in the applicable Declaration.
- (g) Assessments. "Assessments" is the collective term for the following Association charges:
  - (i) General Assessment. The "General Assessment" is the amount allocated among all Members to meet the Association's annual budgeted expenses.
  - (ii) Individual Parcel Assessment. An "Individual Parcel Assessment" is a charge made to a particular Parcel Owner for charges relating only to that Parcel, or for Zone charges.
  - (iii) Special Assessment. A "Special Assessment" may be charged to each Parcel for capital improvements or emergency expenses.

## ARTICLE II:

### Development Plan

#### 2.1 Mixed Use.

(a) Separate Declarations. The Founders intend to develop residential and commercial areas within the Master Plan Area, all of which are intended to be an integral part of the community. The master plan for Gateway Village comprises two parts: the Residential District, which is the primarily residential portion; and the Commercial District, which brings together a mixture of commercial uses. The Residential District and the Commercial District each will be submitted to separate Declarations to provide a standard of maintenance, to adopt covenants and restrictions for use of the property, and to establish for each an Association or other management entity.

(b) Cooperation. Operation of Gateway Village will require cooperation between the Residential District Association, the Commercial District Association or other management entity for the Commercial District, and the merchants' association, if any. It is anticipated that the entities will meet when necessary to discuss activities and common concerns.

2.2 Property Subject to Master Deed Restrictions.

(a) Initial Property. Property subject to these Master Deed Restrictions shall be known as "Gateway Village," and shall consist initially of the Master Plan Area.

(b) Additional Property. The Founders may, from time to time in their sole discretion, add any qualified property to Gateway Village by the recording of a supplemental instrument submitting the qualified property to these Master Deed Restrictions. Any of the following properties, if owned by the Founders (or with the consent of the owner and the Founders), shall be considered qualified properties:

(i) property which is contiguous or adjacent to any portion of Gateway Village; or

(ii) any other property with a reasonable relationship to Gateway Village.

(c) Withdrawal of Property. Property may be removed from these Master Deed Restrictions with the consent of the Founders and the owners of all property within the property to be withdrawn, along with any necessary governmental approvals.

2.3 Submission of Property to Declaration. The Founders intend that any property within Gateway Village which is conveyed to a party other than the Founders be made subject to a Declaration. If through error a Declaration is not recorded prior to, or at the time of, such a conveyance, the Founders shall have the right to record a corrective instrument imposing upon such property a plan for assessments and use restrictions consistent with that agreed between the parties in the purchase and sale agreement or other instrument, or, if no such agreement exists, consistent with other similar property within Gateway Village.

2.4 Master Plan. The Master Plan and conceptual drawings represent the current intent of the Founders for the development of Gateway Village. However, the Master Plan and conceptual drawings are subject to change and may be modified based on market conditions, governmental or engineering requirements, changing land use conditions and other modifications which may be made as development progresses.

## ARTICLE III:

### Design Guidelines

3.1 Establishment of Design Guidelines. The Founders have established the Design Guidelines, which comprise the following, all as may be amended from time to time:

(a) The Master Plan, which depicts the streets, Commons, residential and commercial and use Parcels for the Master Plan Area;

(b) The Gateway Village Design Guidelines.

All construction within the Master Plan Area shall comply with the Design Guidelines in effect at the time of the submittal, unless a variance is granted as provided in Section 4.3 (d).

3.2 Permitted Uses. Permitted uses for Parcels, which may include residential use, civic use, recreational use or retail, office, restaurant or other commercial use, shall be determined based on the Design Guidelines. At the Founders' discretion, the Founders shall record the determination of permitted uses at the time of the Parcel's addition to Gateway Village, or at any time up to and including the time of conveyance of the Parcel to someone other than the Founders. If the Founders fail to make such a determination of record, the Design Guidelines, or the approval of the building or modification under Article IV, may describe permitted uses. Uses may be revised by modification of the Design Guidelines in accordance with Section 3; however, no such modification shall require the removal or cessation of a legally existing use on a particular Parcel without the Parcel Owner's consent.

3.3 Modification of the Design Guidelines. With the consent of the Founders, each of the Design Review Committees may revise any part of their particular Design Guidelines from time to time as they relate to their respective district for any of the following reasons:

- (a) To make changes which will better accomplish the objectives of Gateway Village;
- (b) To adjust for market conditions; or
- (c) To recognize changing land use conditions over time, both from within and outside Gateway Village.

3.4 Applicable Governmental Codes. It is the intent of the Founders that the Design Guidelines be consistent with all applicable requirements of state and local law. In the event of a conflict, Founders and the Design Review Committees shall be afforded the opportunity to attempt to resolve the issue with the applicable agency and, if necessary, revise the Design Guidelines.

## ARTICLE IV:

### Review Procedure

4.1 Design Review Committees. (a) The Design Review Committee for each of the districts shall have a minimum of three members selected as provided by Section 4.7. and who shall serve at the pleasure of the entity which appointed them. The Design Review

Committee for the Residential District shall have the right to appoint one of its members to the Design Review Committee of the Commercial District. Likewise, the Design Review Committee of the Commercial District shall have the right to appoint one of its members to the Design Review Committee of the Residential District. Such appointed members shall be entitled to the same notice, voting rights and other privileges of the other members of such committees.

(b) To the extent not specifically set forth herein, any reference to the Design Review Committee shall refer to the Design Review Committee for the district in which the Parcel, or Building therein, is located.

#### 4.2 Construction Subject to Review.

(a) Parcels. Prior to construction, the Design Review Committee for the district in which such construction will occur must review and approve construction plans and specifications for all improvements on any Parcel within the Master Plan Area. No construction on any Parcel shall begin and no improvements on any Parcel shall be modified except in accordance with an approved plan. Once a plan is approved, any modification to that plan, or any modification to the finished Parcel, must also be reviewed and approved.

(b) Commons. Construction of any structure upon the Commons (other than initial construction by the Founders), or modification of any existing structure, as well as any material alteration of the landscaping or topography of any Commons, must be approved in advance by the Design Review Committee for the district in which the Commons is located.

(c) Scope. The Design Guidelines shall set standards for all aspects of the Parcel visible from the outside, including without limitation the size and shape of the building, its roof, windows, doors, porches and other components, placement on the lot, fences, drainage, paving and landscaping and all finish materials. The Design Guidelines may also regulate the type, placement and number of residential or business units which may be constructed on a Parcel and the uses to which those units may be put. Review shall include materials and color selection and selection and placement of any ornamentation or functional accessories, including but not limited to the following:

- (i) materials and color selection for the main building and any outbuilding (including roof, doors, windows and trim);
- (ii) driveways, walks, patios and other ground surface materials;
- (iii) antennas, satellite dishes or receivers, solar panels or other devices which are visible from outside the Parcel;
- (iv) fountains, swimming pools, whirlpools or other pools;
- (v) privacy walls or other fences and gates;

- (vi) awnings, flower boxes, shelves, statues, or other outdoor ornamentation, and window coverings visible through the window;
- (vii) construction trailers or other trailers, temporary structures, tents, shacks, and sheds;
- (viii) signage of any type; and
- (ix) permanent or semi-permanent play equipment, whether or not secured, such as tree houses, basketball hoops, skateboard ramps and swing sets.

The listing of a category does not imply that such construction is permitted.

(d) Exception. Interior construction and modifications not affecting the external structure or appearance of any building are not subject to review. However, construction drawings are required as part of the review process to assist in interpreting the design.

(e) Trees. A consistent line of trees and other plant materials which shade, enclose and define the street are an important part of traditional Residential District design and are part of the Design Guidelines. Owners may be required to plant street trees and other plant materials on their Parcel or within Commons or public right-of-way adjacent to their Parcel, in accordance with the Design Guidelines, to maintain street trees, and to replace street trees which die or which become damaged or diseased. The cutting, removal or intentional damage of new or existing trees (including neglect, excessive pruning or failure to use due care with equipment or when removing other trees permitted to be removed) shall be strictly regulated under the Design Guidelines. The Design Review Committee may require the relocation and replanting of trees which must be removed for construction. If particularly significant trees are found within the building setback lines, the Design Review Committee shall determine whether the placement of the building should be altered to accommodate the trees, or whether the trees may be removed.

(f) Drainage. All plans shall comply with applicable drainage, water conservation, erosion control and stormwater detention requirements. No alteration of existing grade or any planting, fences or other improvements which alter the flow of water shall be permitted without the express consent of the Design Review Committee.

(g) Modifications. Modifications after completion of construction, or additions or changes to the approved plans during construction, must be reviewed and approved. However, review is not required to paint with originally approved materials and colors, or to replace the roof or other components with duplicates of the original material. Significant new landscaping, grading and any removal or substantial pruning of trees or plants must be approved in advance.

4.3 Review Procedure.

(a) Application. The plans to be submitted for approval shall include (i) the construction plans and specifications, including all materials and colors, (ii) elevations of all proposed improvements (iii) proposed clearing, grading and landscaping, and (iv) all other items required by the Design Review Committee. Plans and specifications for review shall be submitted in the form required by the Design Review Committee.

(b) Uniform Procedures. The Design Review Committee may establish forms and procedures for the review of applications, including review costs and fees, if any, to be paid by the applicant. The Design Review Committee may provide lists of approved materials and may allow for staff review and approval of routine or minor matters.

(c) Basis for Decision. Applications shall be approved or denied based upon compliance with the provisions of the Design Guidelines and overall quality of design. If the Design Review Committee rejects an application due to overall design quality, despite compliance with the Design Guidelines, the Design Review Committee shall make suggestions for improving the design.

(d) Variances. The Design Review Committee may grant variances from the Design Guidelines based on existing topographical or landscape conditions, existing trees, or architectural merit. Any such variance must be in writing. Approval of a variance does not constitute a precedent for other applications, and such requests may be arbitrarily denied.

(e) Notification; Construction; Inspection. The Design Review Committee shall make best efforts to notify the applicant of its decision within the time allowances set out in the Design Guidelines, or other rules that may be established by the Design Review Committee. However, a delay in reviewing an application shall not be deemed consent to construction. If approval is given, construction of the improvements may begin. All construction must comply with the submitted plans. The Design Review Committee or its agent may inspect the property during construction but has no obligation to make any such inspection.

(f) Completion. When the primary building and landscaping are completed in substantial compliance with the approved plans and specifications and within the time limits described in Article V, the Design Review Committee and Founders shall issue a Certificate of Substantial Conformance. The Certificate shall describe any areas of deficiency which need to be corrected. All fines and other enforcement shall be waived so long as the deficiencies are corrected within sixty (60) days. Upon correction of all deficiencies, the Design Review Committee shall issue a Certificate of Completion and Release in recordable form.

(g) Governmental Compliance. Owners are responsible for making sure that construction conforms to governmental regulations and all local building codes. If the Design Review Committee notes noncompliance, the Owner will be required to make the

necessary changes to achieve compliance. However, the Design Review Committee is not responsible for compliance with governmental requirements.

#### 4.4 Approval of Architects, Builders.

(a) Generally. The creation of the Gateway Village streetscape depends on the quality of design and construction, and adherence to the Design Guidelines. While architects and builders are selected by the Owner, they must cooperate with the Design Review Committee. Approval of architects and builders is necessary to assure quality construction and a reasonable spirit of cooperation. Once granted, approval status may be reviewed and revoked or extended from time to time based on actual performance.

(b) Architects. Architects must be approved by the Design Review Committee before submitting plans. Approval shall be based on quality of past work, client satisfaction and understanding of, and willingness to work within, the Design Guidelines.

(c) Builders. Builders must be approved by the Founders or by the Design Review Committee before building in Gateway Village. Approval shall be based on willingness to build in accordance with approved plans and specifications, quality of past work, client satisfaction and financial history. Builders must agree to comply with construction regulations, to dispose of construction debris properly and to build in accordance with the approved plans and specifications. Builders may be required to post a deposit for compliance and damages. Failure to comply may result in fines, forfeiture of the deposit and revocation of the right to build in Gateway Village.

#### 4.5 Enforcement.

(a) Fines. The Design Review Committee may impose fines for failure to comply with the approved plans and specifications, tree regulations and rules for builder conduct. The collection of a fine shall not in any way diminish the available remedies at law or equity.

(b) Suit Permitted. If any construction is begun which has not been approved or which deviates from approved plans and specifications, the Design Review Committee, the Founders or the Association may require the Owner to resolve the dispute through binding arbitration or may bring suit seeking damages, specific performance, declaratory decree and/or injunction, or any other remedy at law or in equity. The Board shall be empowered to bring suits on behalf of the Association. If suit is brought and the court finds that the construction was not approved or that the construction deviated from the approved plans or specifications, then the party bringing suit shall also be awarded reasonable attorney's fees, even if the relief requested is not granted.

(c) Trees. Improper cutting, removal, lack of care or intentional damage to existing trees is subject to fines plus a requirement that the tree be replaced with an approved species of comparable caliper, or, if approved by the Design Review Committee, a combination of trees totaling the caliper of the removed tree. Fines shall be set by the Design Review Committee.

(d) Drainage. After reasonable notice (except in an emergency), the Founders or the Association shall have the right to enter onto a Parcel and correct improper grading or other modification to the Parcel which causes drainage problems. Such corrections shall be made at the cost and expense of the Owner of the Parcel, who shall promptly reimburse the Founders or the Association, as applicable. The Parcel shall be subject to a lien for the cost if not paid. The Founders or the Association, as applicable, shall not be required to repair or replace landscaping or other improvements after such action.

(e) No Waiver. Failure to enforce any provision of these Master Deed Restrictions shall not be deemed a waiver of the right to do so at any time thereafter. Variances from the Design Guidelines may be granted in particular circumstances; however, such variances shall not create a precedent for other applications.

4.6 Liability. The Design Review Committee and its inspectors are concerned primarily with aesthetic considerations, and are not responsible for compliance with governmental requirements or design or construction defects or use of materials affecting the safety or structural integrity of the building. Approval by the Design Review Committee of an application shall not constitute a basis for any liability of the Founders, or members of the Design Review Committee, Board of Directors or Association for failure of the plans to conform to any applicable building codes or inadequacy or deficiency in the plans resulting in defects in the improvements, or for the performance or quality of work of any builder or architect approved by it, or for non-compatible or unstable soil conditions or soil erosion, or any other condition of the property.

#### 4.7 Selection of Design Review Committee Members.

(a) Selection by Founders. During the Development Period as defined in Section 1.5, the Founders shall select the members of the Design Review Committee. All such appointees shall serve at the Founders' pleasure. If at any time, the Founders of the Commercial District and Residential District are no longer the same, then the Design Committee Board Members shall be appointed by the Founder of each district.

(b) Assignment of Founders' Rights. Founders' rights to retain and select the Design Review Committee members shall be assigned to the Association upon the first to occur of the following:

- (i) Upon written notice at any time at the Founders' election,
- (ii) Automatically, at the end of the Development Period.

Notwithstanding, by written notice to the Association at any time, the Founders may elect to retain indefinitely such rights as they pertain to the Commercial District.

4.8 Financial Support. The Association shall have the option to pay the members of the Design Review Committee reasonable compensation for serving on the said Committee. All members and all professionals and staff shall be compensated for



expenses. The Association shall set the Design Review Committee's review fees to cover all or part of the expected cost of its operation. If fees do not cover the cost, the Association shall fund the deficit. Fees shall not be intended to create a surplus, other than an ordinary operating fund for the Design Review Committee to which any excess fees shall be contributed. The Design Review Committee may employ personnel or contract with individuals or companies as necessary to assist in the review process.

## ARTICLE V: Covenant to Complete Building on Parcel

### 5.1 Restrictions on Building, Resale.

(a) Restriction; Purpose. To allow for the timely and orderly development of Gateway Village and to discourage speculation which results in empty lots, the Owner of a Parcel must substantially complete construction of a primary building on the Parcel, in accordance with plans and specifications approved by the Founders within a limited period of time (the "Construction Period"), as described in Section 5.2, unless the deed or other recorded instrument from the Founders releases or modifies the restriction as to that Parcel. Notwithstanding the foregoing, each contract for the sale of a Parcel may provide specific timelines for architectural review and construction, which timelines shall be controlling over any inconsistent requirements contained herein.

(b) Completion. A primary building shall be considered complete when it has received a Certificate of Substantial Conformance as described in Section 4.3, and satisfies the requirements for receiving a certificate of occupancy from the City of Franklin.

(c) Holder of Rights. The right to enforce this Article V is held originally by the Founders, who may assign these rights at any time to the Design Review Committee or to the applicable Association or management entity. The time limit for construction does not apply to any Parcels held by the Founders or any entity related to or affiliated with the Founders. At the end of the Development Period, all of the Founders' rights under this Article V shall be automatically assigned to the applicable Association or management entity.

5.2 Architectural Review; Time Limit. Unless otherwise specified in the deed or other recorded instrument from the Founders, Owners shall:

(a) Submit initial plans and begin the architectural review process within six (6) months from the closing date of the purchase of the Parcel;

(b) Begin construction of a primary building on the Parcel, in accordance with approved plans and specifications, within nine (9) months from the closing date (the "Construction Start Date"); and

(c) Diligently pursue construction to completion once construction has begun.

Failure to make significant progress during any thirty-day period shall be considered a failure to diligently pursue construction under (c).

5.3 Enforcement. If an Owner fails to comply with the requirements of Section 5.2 or if an Owner deviates from the approved plans and specifications and fails, after reasonable notice, to correct the deviation, then Founders shall have the right, but not the obligation, to repurchase the Parcel for a total purchase price equal to the amount paid by the Owner to Founders or any related entity for the purchase of the Parcel or the current fair market value of the Parcel, whichever is less, plus the cost or fair market value, whichever is less, of any improvements made in accordance with plans approved by the applicable Design Review Committee. Any mortgage or lien on the Parcel, and all closing costs for the repurchase shall be deducted from the amount required to be paid to the Owner by Founders.

Unless Owner has obtained a Certificate of Completion and Release as provided in Section 4.3, and except as provided in Section 5.4, Founders may exercise their rights against Owner at any time before the Required Completion Date or within two (2) years after the Required Completion Date. Founders may preserve their enforcement rights by recording, within two (2) years after the Required Completion Date, a lien or other notice of its intent to exercise its rights. Founders may assign any or all of their rights under this Section 5.3, and may exercise any of its rights through an assignee or other designee.

#### 5.4 Subordination to Mortgage.

(a) Effect. Founders and any designee or assignee of Founders' rights under Section 5.3 agree to subordinate their right of repurchase to the first mortgage or deed of trust liens of an institutional lender (specifically including, but without limitation, Fannie Mae and any bank, savings and loan association or insurance company) under the terms of this section, which shall be effective whether or not noted in the deed. A lender in granting a mortgage or other lien subject to this right of repurchase agrees to these terms. Except as described in this section, the right of repurchase by Founders or their applicable designee or assignee shall not be subordinate to any other encumbrances.

(b) Repurchase Subject to Mortgage. Notwithstanding the foregoing subordination provisions, if Founders exercise their right of repurchase while lender's mortgage or other lien encumbers the Parcel, Founders shall take the Parcel subject to the mortgage or other lien, and lender in granting a mortgage or other lien subject to this right of repurchase agrees to allow Founders or their applicable designee or assignee to repurchase the Parcel subject to the mortgage or such other lien, and such conveyance shall not constitute an event of default under such mortgage or deed of trust.

(c) Mortgage Foreclosure. If a lender seeks to foreclose the lien of its mortgage or other lien or accepts a deed in lieu of foreclosure before the Required Completion Date or within two (2) years thereafter and Founders have not provided a release and

satisfaction of its rights as provided in Section 5.1, Founders shall be notified of the foreclosure action or conveyance and Founders shall be deemed one of the "parties interested" pursuant to Tennessee Code Annotated § 35-5-104. Founders' rights of enforcement under Section 5.3 shall not be extinguished by foreclosure or deed in lieu of foreclosure but shall continue as a restriction on the lot.

(d) Extension. If a lender has acquired title through a foreclosure or a deed in lieu, then lender may give notice to Founders that it wishes to extend the Required Completion Date. Founders shall be given thirty (30) days after such notice from lender in which to exercise a repurchase right by payment to lender of the amount obtained or bid by the lender in such foreclosure (or amount owed, for deed in lieu), plus interest at the stated rate of the note (not default rate) provided by the mortgage or deed of trust at the time of foreclosure or deed in lieu. Founders may exercise such rights whether or not the conditions for default under Section 5.3 are met at the time the notice is given. If Founders do not exercise their repurchase right, then Founders shall grant, in recordable form, an extension of the construction period provided in Section 5.2 as follows:

(i) If construction of the primary building has not begun, the date of the foreclosure or deed in lieu shall be considered the new closing date.

(ii) If construction of the primary building has begun, lender shall have a new Construction Start Date of six (6) months from the date of the foreclosure or deed in lieu, to allow lender to contract with a builder and to complete the architectural review process for any modifications to the approved plans and specifications. Lender or lender's assignee must then diligently pursue construction and substantially complete the building, including landscaping, within a reasonable time, based on the amount of completion. The amount of time to complete construction shall not exceed the time which would have been allowed under Section 5.2 (d), beginning from the new Construction Start Date.

Subject to the extended dates, Founders' rights of enforcement under Section 5.3 shall continue as a restriction on the Parcel.

5.5 Resale Restriction. If Owner (including a lender who acquires title) has not constructed a building on the Parcel in accordance with approved plans and specifications prior to reselling the Parcel, the Parcel shall remain subject to all restrictions. Except as modified under Section 5.4, the Plan Submittal Date, Construction Start Date and Completion Date shall continue to run from the closing date from Founders or other grantor to the original Owner, not the resale.

## ARTICLE VI: Founders' Additional Reserved Rights

6.1 Easements in Favor of the Founders. The easements provided by this section are

intended to permit the Founders to continue and complete construction of the Master Plan Area, whether or not that property is ultimately submitted to a Declaration. Furthermore, Gateway Village is intended to follow design principles which allow interconnectivity of streets with neighboring communities. Accordingly, the Founders hereby reserves for themselves, their successors and assigns the following easements, which shall benefit all properties within the Master Plan Area and all other properties owned by Founders or their assigns which are adjacent to, or reasonably near, Gateway Village (including property separated from Gateway Village by a public road), whether or not such properties are developed as part of Gateway Village:

(a) Private Roads and Paths. A nonexclusive easement for use of any roads or streets which are not accepted for dedication to the public and which are intended for automobile traffic (other than rear lanes or other similar access roads which are intended for use only by residents on that road), along with a nonexclusive easement for appropriate use of any pedestrian or bicycle paths. If such roads become a primary means of access to a community which is not made part of Gateway Village, and Gateway Village does not similarly use the roads of such community, such community shall contribute its pro rata share of the cost of Gateway Village road maintenance.

(b) Utility Easements. A blanket easement upon, across, over, through, and under Gateway Village for ingress, egress, installation, replacement, repair and maintenance of all public and private utility and service systems. These systems and services include, but are not limited to, water, sewer, irrigation systems, drainage, telephone, electricity, natural gas, television, security, collection of garbage and recyclable materials, cable or communication lines and other equipment. By virtue of this easement the Founders, and their successors or assigns, may install and maintain facilities and equipment, excavate for such purposes and affix and maintain wires, circuits and conduits. However, the exercise of this easement must not unreasonably disturb each Owner's right of quiet enjoyment of his Parcel.

(c) Police Powers. A blanket easement throughout Gateway Village for private patrol services, and for police powers and services supplied by the local, state and federal governments. The reservation of such easement does not imply that any such service shall be provided.

(d) Drainage, Erosion Controls. A blanket easement and right on, over, under and through the ground within Gateway Village to maintain and to correct drainage of surface water and other erosion controls. This easement includes the right to cut any trees, bushes or shrubbery, grade soil, or to take any other action reasonably necessary for health or safety or to comply with governmental requirements. The entity which exercises this easement shall be responsible for notifying the affected Owners (except in an emergency) but shall not be obligated to restore landscaping or other improvements. This easement may be exercised at the option of the Founders and shall not be construed to obligate Founders to take any affirmative action to correct conditions.

(e) Encroachment. An easement for any improvements constructed on the Commons which encroach on any Parcel, whether due to any minor deviation from the

subdivision plat of Gateway Village or the settling or shifting of any land or improvements.

(f) Maintenance of Commons. An easement for maintenance and improvement of the Commons at the Founders' discretion and, to the extent reasonably necessary, an easement over any Parcel for maintenance of the Commons.

(g) Continued Construction. To the extent reasonably necessary, an easement over, under and through any roads, whether public or private, and any other Commons for construction equipment and any other purpose related to continued construction of any property within the Master Plan Area.

6.2 Reservation of Exclusive Easements. Founders hereby reserve for themselves and their assigns exclusive easements within all of Gateway Village for installation, replacement, repair and maintenance of cable and fiber optic systems. By virtue of this easement the Founders, and their successors or assigns, may install and maintain facilities and equipment, excavate for such purposes and affix and maintain wires, circuits and conduits. However, the exercise of this easement must not unreasonably disturb each Owner's right of quiet enjoyment of his Parcel.

6.3 Conversion of Street Ends. Gateway Village is intended to follow design principles which allow interconnectivity of streets with neighboring communities. Certain streets on the Master Plan may end at the boundary of Gateway Village so that communities which are developed later may connect with those streets. If the neighboring property is developed in a way that interconnectivity is not possible, or if the Founders deems interconnectivity to be undesirable under the circumstances as they then exist, then the Founders reserve the right to convert the street ends to additional lots or other uses. Founders may limit connectivity to pedestrian rather than vehicular access.

6.4 Models; Sales and Management Offices. The Founders reserve for themselves and their assigns the right to maintain a sales office, a management office and an unlimited number of models within Gateway Village. These facilities may be located on any Parcel in Gateway Village and may be relocated from time to time at the Founders' discretion. The sales office, management office and models may be owned by different entities, including builders and other entities which are unrelated to the Founders. At the end of its use as a sales or management office or model, the Parcel shall be owned by the owner of record, subject to all normal covenants and restrictions for Gateway Village. Subject to state law and local ordinances, the Founders or their assigns may maintain signs on the Commons and on the sales office, management office and models advertising Gateway Village.

6.5 Commercial Use of Images. The Founders reserve the following rights:

(a) Commons. The exclusive right to grant permission for the Commons to be photographed, sketched, painted or its image otherwise reproduced for commercial use (including without limitation its use as a motion picture set or as a background for the display of fashions or other goods), and

(b) Exteriors. The right to grant permission for similar reproduction of the exteriors of any other part of Gateway Village which can be viewed from streets, alleys or Commons. Such exteriors may be reproduced without the consent of, or payment to, the Parcel Owner, but the above right is not intended to prevent any Parcel Owner from granting independent permission for any part of Gateway Village owned exclusively by that Owner, in which case the consent of the Founders shall not be required.

The Founders may collect a fee for their consent to the use of such images, or for the providing of support services to photographers or others. The exercise of these rights shall not interfere with normal and customary rights of architects as to structures designed by them. Consent of the Founders shall not be required for photography or other reproductions of the images of Gateway Village in connection with any news or feature coverage, for academic purposes, or by any governmental agency or other entity interested in the promotion of Gateway Village, the development of tourism or commerce or any other similar purpose.

#### 6.6 Name.

(a) Change. The Founders shall have the right to change the name, Gateway Village, for all or any part of the property subject to these Master Deed Restrictions. Founders may, but is not required to, amend these Master Deed Restrictions to reflect the name change.

(b) Trademark. The Founders reserve the right to trademark the name "Gateway Village" or other name of the community as a trade name owned by the Founders. An Owner may use the trademarked name to describe the location of the business, and may advertise a business as being located "in Gateway Village" or other trademarked name. If requested by the Founders, Owner shall accompany such use with a symbol or explanation concerning trademark or service mark registration of the name. Owner may not use the trademarked name in any other manner without the express permission of the Founders, which may be arbitrarily denied.

## ARTICLE VII:

### General Provisions

7.1 Assignment. Founders may assign all or any portion of their rights at any time for all or part of the Master Plan Area to a related entity, to successor Founders, or to the Association.

7.2 Additional Property. Unless a notice is recorded specifically to the contrary, the submission of additional property to the Declaration for Gateway Village shall automatically extend the provisions of these Master Deed Restrictions to the additional

property as well. Founders may record a notice in the public records extending these Master Deed Restrictions to the additional property or may modify these Master Deed Restrictions as to the additional property.

7.3 Amendment.

(a) By Members. Except as otherwise specified, these Master Deed Restrictions may be amended only with the written consent of the Owners of either two-thirds of the Parcels or two-thirds of the land, by acreage, within the Master Plan Area, whichever approval can be more readily obtained. During the Development Period, the written consent of the Founders shall be required as well. For the purposes of this definition, the term "Parcel" may include lots which are not yet platted or improved but which are indicated on the Master Plan for future development.

(b) By the Founders. To the extent permitted by law, the Founders specifically reserves the absolute and unconditional right to amend these Master Deed Restrictions without the consent or joinder of any party (i) to conform to the requirements of the Federal Home Loan Mortgage Corporation, Veterans Administration, Federal National Mortgage Association or any other generally recognized institution involved in the guarantee or purchase and sale of mortgages, (ii) to conform to the requirements of institutional mortgage lenders or title insurance companies, (iii) to comply with governmental requirements, or (iv) to clarify the Master Deed Restrictions' provisions or correct errors.


(c) Limitations. Whenever any action described in these Master Deed Restrictions requires approval of greater than sixty seven percent (67%) of the Parcel Owners, amendment of that provision shall require the same percentage vote as would be required to accomplish that action directly. Rights reserved to the Founders may not be amended without the specific consent of the Founders. After assignment of Founders' rights under Articles III and IV to the Association, those provisions shall be amended as provided in the Declaration.

(d) Recording. Any amendment shall take effect upon recording in the public records.

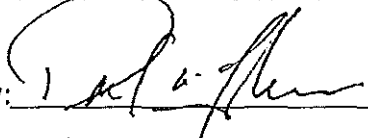
7.4 Enforcement. In addition to the various enforcement rights specified in this instrument, Founders may bring suit in any court of competent jurisdiction to enforce specific performance of its rights under this Agreement or to seek damages.

In witness whereof, the Founders have executed these Master Deed Restrictions as of the day and year first above written.

GATEWAY VILLAGE DEVELOPMENT, INC.

By:   
Title: DAVID A. FLOW / SECRETARY  
Date: 4/20/06

GATEWAY VILLAGE RESIDENTIAL, LLC

By:   
Title: SECRETARY  
Date: 4/20/06



STATE OF TENNESSEE )

COUNTY OF Davidson)

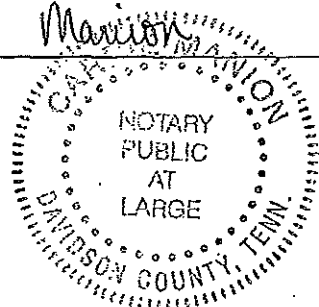
Before me, Carrie Marion, a Notary Public of said County and State, personally appeared David Flow, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself to be Secretary (or other officer authorized to execute the instrument) of GATEWAY VILLAGE DEVELOPMENT, INC., the within named bargainor, a limited liability company, and that he as such Secretary executed the foregoing instrument for the purposes therein contained, by signing the name of the limited liability company by himself as its Secretary.

Witness my hand and seal, at Office in Nashville, TN, this 20th day of April, 2006.

Carrie Marion  
Notary Public

My Commission Expires MAY 24, 2010

My Commission Expires: \_\_\_\_\_



STATE OF TENNESSEE )

COUNTY OF Davidson)

Before me, Carrie Marion, a Notary Public of said County and State, personally appeared David Flow, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself to be Secretary (or other officer authorized to execute the instrument) of GATEWAY VILLAGE RESIDENTIAL, LLC, the within named bargainor, a limited liability company, and that he as such Secretary executed the foregoing instrument for the purposes therein contained, by signing the name of the limited liability company by himself as its Secretary.

Witness my hand and seal, at Office in Nashville, TN, this 20th day of April, 2006.

Carrie Marion  
Notary Public

My Commission Expires MAY 24, 2008

My Commission Expires: \_\_\_\_\_

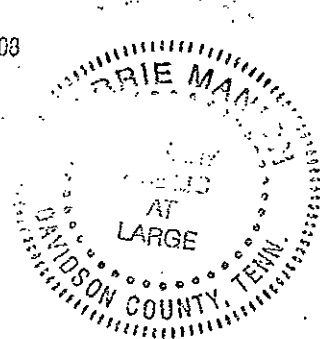


EXHIBIT A

Description of Real Property:

TRACT 1:

Land in Williamson County, Tennessee, described as follows:

Beginning at an iron rod (new) lying in the westerly right-of-way of Franklin Road at the South end of the South radius return curve of Moores Lane, said iron rod (new) being the northeast corner of herein described tract; thence,

Along the westerly right-of-way of Franklin Road for the next seven (7) calls:

1. South 36 degrees 39 minutes 25 seconds West 72.11 feet to an existing concrete right-of-way monument; thence;
2. South 34 degrees 08 minutes 10 seconds West, 193.23 feet to an iron rod (new), said iron rod (new) being the northeast corner of the said John B. Lawler and wife, Lavergne Lawler; thence,
3. South 34 degrees 12 minutes 25 seconds West, 193.65 feet to an iron rod (new); thence,
4. South 70 degrees 57 minutes 41 seconds West, 6.09 feet to an iron rod (new), said iron rod (new) being the northeast corner of said Jerry Lee and wife, Mary Ellen Powers; thence,
5. South 36 degrees 20 minutes 58 seconds West, passing through an iron rod (old) at 191.88 feet for a total distance of 806.45 feet to an iron rod (old), said iron rod (old) being the northeast corner of Joyce C. Purcell; thence,
6. South 37 degrees 34 minutes 12 seconds West, 39.82 feet to an iron rod (old); thence,
7. South 32 degrees 44 minutes 19 seconds West, 212.55 feet to a point, said point being the northeast corner of Elliot Himmelfarb, and wife Cynthia Himmelfarb; thence,

Leaving the westerly right-of-way of said Franklin Road with the northerly line of said Himmelfarb for the next seven (7) calls:

1. Passing an witness iron rod (old) at 6.39 feet, North 56 degrees 01 minutes 15 seconds West, 256.68 feet to a wooden fence post (old); thence,
2. North 55 degrees 35 minutes 55 seconds West, 178.06 feet to a metal fence post (old); thence,

3. North 56 degrees 14 minutes 49 seconds West, 611.23 feet to a metal fence post (old); thence,

4. North 56 degrees 11 minutes 48 seconds West, 225.14 feet to a metal fence post (old); thence,

5. North 56 degrees 49 minutes 55 seconds West, 268.17 feet to a metal fence post (old); thence,

6. North 56 degrees 27 minutes 33 seconds West, 373.35 feet to a metal fence post (old); thence,

7. North 56 degrees 09 minutes 36 seconds West. 149.24 feet to an iron rod (old); thence, With the easterly line of said Himmelfarb for the next three (3) calls:

1. North 53 degrees 29 minutes 42 seconds East, 228.66 feet to an iron rod (old), said iron rod (old) being the southwest corner of said Joyce M. Purcell; thence,

2. North 53 degrees 26 minutes 23 seconds East, 454.02 feet to a 10 inch oak tree; thence,

3. North 02 degrees 24 minutes 43 seconds west, 260.11 feet to an iron rod (old) lying in a southerly line of said

Albert W. Buckley, Jr. and Fishing Ford Pike Partnership; thence, Leaving the easterly line of said Himmelfarb with the southerly line of said Buckley and Fishing Ford Pike Partnership for the next three (3) calls:

1. South 83 degrees 38 minutes 22 seconds East, passing through an iron rod (new) at 236.57 feet, for a total distance of 784.29 feet to an iron rod (new), said iron rod (new) being the southwest corner of said Philip W. Venable and wife, Rita Wood Venable; thence,

2. South 81 degrees 14 minutes 22 seconds East, 330.00 feet to an iron rod (old); thence,

3. South 65 degrees 16 minutes 22 seconds East, 1038.55 feet to the Point of Beginning, containing 2,502,050 square feet or 57.439 acres, more or less, as calculated by the above described courses and distances.

The above description (Tract 1) was prepared by David A. Johnson, Tennessee No. 1352, Ragan Smith Associates, 315 Woodland Street, Nashville, Tennessee 37206.

TRACT 2:

Being land in the City of Franklin the Eighth Civil District of Williamson County, Tennessee, and also being the land conveyed to Buckley Albert W. Jr., and Fishing Ford Pike Partnership as of record in Deed Book 1572, Page 921, R.O.W.C., Being generally located west of Franklin Road (Highway 31) and south of Lynnwood Way (Moores Lane extension), and being more particularly described as follows:

Beginning, at an existing iron pin on the westerly right-of-way line of Franklin Road (Highway 96) and also being the northeast corner of Phillip W. Venable Etux Rita W. Venable as of record in Deed Book 401, Page 692, R.O.W.C.

Thence, with the northerly line of said Phillip W. Venable Etux Rita W. Venable North 65 degrees 16 minutes 22 seconds West for a distance of 1038.82 feet to an existing iron pin;

Thence, leaving said northerly line of Phillip W. Venable Etux Rita W. Venable with a severance line North 11 degrees 43 minutes 35 seconds East for a distance of 104.47 feet to a set iron pin on the southerly right-of-way of Lynnwood Way (Moores Lane extension);

Thence, along said southerly right-of-way of Lynnwood Way the following calls:

North 73 degrees 42 minutes 14 seconds East for a distance of 63.97 feet to a set iron pin;

South 64 degrees 55 minutes 13 seconds East for a distance of 141.82 feet to a set iron pin;

South 56 degrees 32 minutes 53 seconds East for a distance of 249.03 feet to a set iron pin;

South 58 degrees 30 minutes 33 seconds East for a distance of 103.67 feet to a set iron pin;

South 49 degrees 10 minutes 03 seconds East for a distance of 52.70 feet to a set iron pin;

South 58 degrees 42 minutes 32 seconds East for a distance of 52.39 feet to a set iron pin;

South 66 degrees 24 minutes 54 seconds East for a distance of 154.84 feet to a set iron pin;

South 61 degrees 42 minutes 26 seconds East for a distance of 100.72 feet to a set iron pin;

South 75 degrees 23 minutes 34 seconds East for a distance of 50.36 feet to a set iron pin;

South 63 degrees 24 minutes 26 seconds East for a distance of 109.01 feet to a set iron pin;

Along a curve to the right having a radius of 18.51 feet and an arc length of 32.30 feet, being subtended by a chord of South 13 degrees 26 minutes 06 seconds East for a distance of 28.35 feet to a set iron pin;

South 36 degrees 32 minutes 14 seconds West for a distance of 53.27 feet to the point of beginning;

Together with and subject to covenants, easements, and restrictions of record.

Said property contains 2.43 acres more or less.

The above description (Tract 2) was prepared by Kirk Duclos, Tennessee RLS#1936, Land Design surveying, 135 Second Avenue North, Franklin, Tennessee 37064.

Being the same property conveyed to Gateway Village Development, Inc., by deed of record in Book 3479, page 868, said Register's Office.

This Instrument Prepared By:  
Stites & Harbison PLLC  
Jeffrey R. King  
424 Church Street, Suite 1800  
Nashville, Tennessee 37219

Pick Up

BK/PG:3887/82-134

06018321

RESTRICTIONS	
04/21/2006	08:13 AM
BATCH	70776
MTG TAX	0.00
TRN TAX	0.00
REC FEE	265.00
DP FEE	2.00
REG FEE	0.00
TOTAL	267.00

GATEWAY VILLAGE

STATE OF TENNESSEE, WILLIAMSON COUNTY

SADIE WADE  
REGISTER OF DEEDS

DECLARATION  
OF  
CHARTER, EASEMENTS,  
COVENANTS AND RESTRICTIONS  
FOR  
THE RESIDENTIAL DISTRICT

GATEWAY VILLAGE RESIDENTIAL, LLC, a Tennessee limited liability company and GATEWAY VILLAGE DEVELOPMENT, INC., a Tennessee corporation (collectively, the "Founders") make this Declaration as of the 20<sup>th</sup> day of April, 2006.

STATEMENT OF PURPOSE:

A. The Founders are developing upon real property in the City of Franklin, Williamson County, Tennessee, a mixed-use development to be known as Gateway Village. Gateway Village is composed of two parts: the Residential District, which is the residential portion; and the Commercial District, which consists of various commercial uses.

B. This Declaration is intended to provide for the maintenance and operation of the Residential District, while the Commercial District is subject to a separate Declaration.

C. Gateway Village is subject to Master Deed Restrictions, recorded prior to this Declaration. Among other things, the Master Deed Restrictions regulate the construction and modification of buildings and other improvements within Gateway Village.

D. The Founders record this Declaration for the Residential District, and establish an owners' association to institute and enforce certain covenants and restrictions, to provide for further maintenance of the community, and to allow for self-governing of the Residential District by its owners.

## DECLARATION:

The Founders, which are the owners of all of the property described on Exhibit A (the "Residential District"), hereby submit the Residential District to this Declaration of Charter, Easements, Covenants and Restrictions. The Founders hereby declare that the property comprising the Residential District shall be held, sold and conveyed subject to the covenants, restrictions and easements of this Declaration, which shall run with the land and be binding on all parties and the successors and assigns of parties having any right, title or interest in all or any part of the Residential District.

## ARTICLE I: Definitions

1.1 Assessments. "Assessments" is the collective term for the following Association charges:

(a) General Assessment. The "General Assessment" is the amount allocated among all Members to meet the Association's annual budgeted expenses, as described in Section 10.3.

(b) Individual Parcel Assessment. An "Individual Parcel Assessment" is a charge made to a particular Parcel Owner for charges relating only to that Parcel, as provided in Section 10.5, or for Zone charges.

(c) Special Assessment. A "Special Assessment" may be charged to each Parcel for capital improvements or emergency expenses, in accordance with the provisions of Section 10.4.

1.2 Association. "Association" is the Gateway Village Residential Association, Inc., a Tennessee nonprofit corporation, its successors and assigns. The Association, whose members are the Owners, is responsible for maintaining the Residential District and enforcing the Declaration.

1.3 Board. "Board" is the Board of Directors of the Association.

1.4 Building. "Building" is any residential building constructed on any Lot. If permitted by the Gateway Village Design Guidelines, a Building may be attached to another Building and share party walls. The Gateway Village Design Guidelines may permit the construction of two or more Buildings or two or more Residential Units on a Lot.

1.5 Bylaws. "Bylaws" are the Bylaws of the Association. The form of the initial Bylaws is attached as Exhibit D to this Declaration.

1.6 Charter. "Charter" is the Charter of the Association, which is attached as Exhibit C to this Declaration.

1.7 Commons. "Commons" comprises real property within the Residential District described on Exhibit B, or as designated on a plat or specifically conveyed to the Association, for the common use and enjoyment of all Owners. "Commons" also includes any improvements on that real property, all utilities, utility easements and other easement rights or personal property for the Owners' common use, and any other property of any type specifically designated as Commons. The Commons may include areas dedicated to the public, to the extent that the Association agrees to maintain, or is required by this Declaration to maintain, such property. The Commons may be reconfigured, increased or decreased from time to time, as permitted hereunder, by the Founders or the Association, subject to any required governmental approval.

1.8 Common Maintenance Parcels. The term "Common Maintenance Parcels" includes all of the following Parcels within the Residential District:

(a) Townhome Parcels. All Townhome Parcels, unless (i) they are subject to other recorded covenants and restrictions, approved by the Founders, requiring their maintenance by a separate owners' association or other management entity, or (ii) they have independent roof structures and the owner or owners of the Townhomes, with the consent of the Founders, records a statement that the Townhomes shall not be considered Common Maintenance Parcels.

(b) Other Common Maintenance Parcels. Any other Parcel within the Residential District designated as "Common Maintenance Parcels" by the recording of a Zone Declaration.

1.9 Common Maintenance Zone. A Common Maintenance Zone comprises Common Maintenance Parcels that are similar in type of construction and services to be provided. A Common Maintenance Zone may include multiple Townhome Blocks or other Parcels and does not need to be contiguous. If not part of another Common Maintenance Zone, a Townhome Block shall be considered a Common Maintenance Zone. The designation of a Common Maintenance Zone shall not preclude the Common Maintenance Zone's inclusion, in whole or in part, in another Zone as well.

1.10 Common Roads. "Common Roads" are the streets and alleys located within the Residential District that are intended for automobile traffic. Most of the Common Roads are intended to be dedicated to the public. Any Common Roads not dedicated to the public shall be part of the Commons.

1.11 Concept Plan. The "Concept Plan" is the approved plan for the development of Gateway Village, and may be revised from time to time as approved by the City of Franklin.

1.12 Declaration. "Declaration" is this Declaration of Charter, Easements, Covenants and Restrictions for Gateway Village.

1.13 Design Guidelines. The "Design Guidelines" or "Gateway Village Design Guidelines" establishes the plan for the development of Gateway Village through its regulation of land use, architecture and environment. The Gateway Village Design



Guidelines are originally adopted by the Founders as provided in the Master Deed Restrictions and may be amended from time to time. The Gateway Village Design Guidelines do not need to be recorded to be effective but shall be available from the Gateway Village Design Review Committee.

1.14 Founders. The "Founders" are Gateway Village Residential, LLC, a Tennessee limited liability company, and Gateway Village Development, Inc., a Tennessee corporation, their successors and assigns.

1.15 Lot. A "Lot" is a parcel of land intended for a single building, or a building and an outbuilding. Ordinarily, Lots are designated as numbered or lettered, separately identifiable parcels on the recorded subdivision plat or plats of Gateway Village, or, for unplatted areas, as shown on a site plan of property offered for sale as a part of Gateway Village.

1.16 Master Deed Restrictions. The Founders, as the grantor of deeds within Gateway Village, have recorded an instrument immediately prior to this Declaration known as the Master Deed Restrictions. The Master Deed Restrictions, which apply to all deeds granted within Gateway Village, are intended to ensure the proper application of the Gateway Village Design Guidelines during the development stage and to impose other restrictions designed to further the development of the community.

1.17 Master Plan Area. As further defined in the Master Deed Restrictions, the Master Plan Area comprises approximately sixty (60) acres intended for development as a single, unified mixed-use development to be known as Gateway Village.

1.18 Member. Each Owner is a "Member" of the Association, as provided in Article VII of this Declaration.

1.19 Mortgagee. A "Mortgagee" is any institutional lender that holds a bona fide first mortgage encumbering a Parcel as security for the performance of an obligation. The term "institutional lender" specifically includes a bank, savings and loan association, a mortgage lending company, an insurance company, and the Federal National Mortgage Association or similar agency.

1.20 Owner. "Owner" is the record owner, whether one or more persons or entities, of the fee simple title to any Parcel. Owners shall not include those having such interest merely as security for the performance of an obligation.

1.21 Parcel. A "Parcel" is the smallest piece of real property that may be separately conveyed. A Parcel may be a Lot (whether or not improved by a Building), a Special Use Parcel, or certain Residential Units such as condominium units. Ordinarily, Parcels are designated as numbered, separately identifiable lots on the recorded subdivision plat. Once improved, the Parcel includes any buildings or other permanent improvements.

1.22 Residential Design Review Committee. The "Residential Design Review Committee" is the panel established to administer the Gateway Village Design Guidelines

within the Residential District, as established by the Master Deed Restrictions and described in Article V.

1.23 Residential District. The "Residential District" is the real property described on Exhibit A. The Residential District shall also include any additional property added by Supplemental Declarations.

1.24 Residential District Meeting. The "Residential District Meeting" is the public meeting of Members for discussion and voting, as described in Article VII.

1.25 Residential Unit. A "Residential Unit" is an individual dwelling unit and shall include, without limitation, a detached single family home, a townhouse or other attached dwelling (such as each half of a duplex unit), an apartment or condominium unit.

1.26 Special Use Parcel. A "Special Use Parcel" is a Lot of unconventional size, shape, location or use that calls for special design considerations. Typically, a Special Use Parcel will be used for commercial purposes, multi-family residential or community or recreation facilities.

1.27 Supplemental Declaration. "Supplemental Declaration" is any declaration that may be recorded by the Founders or the Association in accordance with Section 2.3 to add additional property to the Residential District.

1.28 Townhomes. Townhomes are attached homes that are intended to be conveyed to separate owners and which have not been declared into a condominium form of ownership under a horizontal property regime.

1.29 Townhome Block. A Townhome Block is a group of Townhomes that share a common roof structure.

1.30 Zone. "Zones" are smaller, contiguous areas within the Residential District of distinct building type or character. Owners of property within a Zone may be assessed for maintenance of property primarily serving that Zone.

1.31 Zone Declaration. A Zone Declaration is a recorded instrument designating Common Maintenance Parcels subject to Article XIV. Any such instrument shall be executed in either of the following ways:

(a) At the time of development of the Common Maintenance Zone, by the Founders or other developer of the Common Maintenance Zone, prior to conveyance of Parcels to individual owners (or with the consent of any owners to whom Parcels have been previously conveyed) and with the consent of the Founders, or

(b) At any time, by the president or vice president of the Association, indicating approval of the Board and consent in writing by two-thirds of the Owners within the new Common Maintenance Zone.

A Zone Declaration may describe additional services to be provided by the Association, may modify the terms of this instrument as to that Zone, or may include other special provisions. A Zone Declaration is not required, but may be recorded, to create a Townhome Block.

## ARTICLE II: Property Comprising the Residential District

2.1 Initial Property. The real property that shall be held, transferred, conveyed and occupied subject to this Declaration consists initially of that real property described on Exhibit A.

2.2 Development Plan.

(a) Commercial District. The property that comprises the Master Plan Area and is intended for development with a variety of commercial uses.

(b) Relationship to Surrounding Property. The construction of Gateway Village is intended to follow design principles that allow interconnectivity of streets with neighboring communities. As provided in Section 6.1 of the Master Deed Restrictions, the Founders have reserved for themselves, their successors and assigns and for the Association various street and utility easements to allow the development of Gateway Village and that may be assigned for the benefit of other properties that are adjacent to, or reasonably near, Gateway Village (including property separated from Gateway Village by a public road) whether or not such properties are developed as part of Gateway Village.

(c) Street Ends. The Concept Plan for Gateway Village, and certain site plans and plats, may depict street ends that allow adjoining properties to connect to Gateway Village in the future. If the adjoining property is developed in such a fashion that connecting the streets is no longer possible, the Founders hereby reserve and shall have the right to convert the street ends to Parcels or other uses. Founders intend to hold title to such street ends until development of the adjoining property but if Founders have inadvertently conveyed such street ends to the Association, the Association shall, upon request from Founders, convey the street ends to Founders or as directed by Founders.

2.3 Additional Property.

(a) By the Founders. The Founders shall have the right, but not the obligation, for a period of fifteen (15) years from this date, from time to time in their sole discretion, to add to the Residential District any part of the Master Plan Area, as the Master Plan Area may be modified from time to time. This reserved development right may be exercised with respect to different portions of the Master Plan Area at different times. No assurances are made as to the boundaries of those portions or order in which the portions will be added. Exercising any

development right in any portion of the Master Plan Area does not necessarily mean the right will be exercised in the remainder of the Master Plan Area.

The Founders may also add to the Residential District contiguous property or any other property with a reasonable relationship to the Residential District.

(b) By Members. Additional property of any type may be added to the Residential District by a majority vote of the Board.

(c) Supplemental Declaration. A Supplemental Declaration adding the additional property shall become effective upon being recorded in the county's public records.

(d) Special Provisions. The Supplemental Declaration may modify or add to the provisions of this Declaration if needed to reflect the different character of the additional property. A Supplemental Declaration may define Zones; may designate certain Commons as "Zone Commons" for the use of certain Zones; and may create an Assessment procedure by which certain Zones are assessed separately for Zone Commons. However, no such Supplemental Declaration shall deny use of existing Commons to those Owners who had such right prior to the recording of the Supplemental Declaration. If individual Residential Units that are within primarily commercial portions of the Master Plan Area are added, the amount of Assessments to be paid by such units may be reduced, based upon a reasonable estimate of the units' usage of the Commons.

2.4 Withdrawal of Property. The Founders reserve the right to withdraw property from the Residential District so long as all Owners within the area to be withdrawn consent, and appropriate access to the remaining portions of the Residential District is preserved.

2.5 Zones.

(a) Intent. Zones are intended to provide a flexible means for providing additional maintenance or capital improvements for a small portion of the Residential District that has special needs. Owners of property within a Zone may be assessed for maintenance of property primarily serving that Zone.

(b) Designation. Zone boundaries may be designated at the time of the addition of the property by Supplemental Declaration, or at any later time by the Board.

## ARTICLE III: Easements

3.1 Easements in Favor of the Association. The Founders hereby reserve for the Association, the Founders and their assigns the following easements, which shall benefit the Residential District:

(a) Utility Easements. A blanket easement upon, across, over, through, and under the Residential District for ingress, egress, installation, replacement, repair and maintenance of all public and private utility and service systems. These systems include, but are not limited to, water, sewer, irrigation systems, drainage, telephone, electricity, television, security, cable or communication lines and other equipment. By virtue of this easement the Association, and its successors or assigns, may install and maintain facilities and equipment, excavate for such purposes and affix and maintain wires, circuits and conduits. However, the exercise of this easement must not unreasonably disturb each Owner's right of quiet enjoyment of his Parcel.

(b) Police Powers. A blanket easement throughout the Residential District for private patrol services, and for police powers and services supplied by the local, state and federal governments. The reservation of such easement does not imply that any such service shall be provided.

(c) Drainage, Erosion Controls. A blanket easement and right without a duty on, over, under and through the ground within the Residential District to inspect, maintain and to correct drainage of surface water and other erosion controls. This easement includes the right to cut any trees, bushes or shrubbery, grade soil, or to take any other action reasonably necessary for health or safety or to comply with governmental requirements. The Association shall have the right, but not the duty, to notify affected Owners (except in an emergency) and shall have the right but not the duty, to restore the affected property to its original condition as nearly as practicable.

(d) Encroachment. An easement for any improvements constructed on the Commons that encroach on any Parcel, whether due to any minor deviation from the subdivision plat of the Residential District or the settling or shifting of any land or improvements.

(e) Maintenance of Commons. To the extent reasonably necessary, an easement over any Parcel for maintenance of the Commons.

### 3.2 Relationship between Lots.

(a) Intent. The design for Gateway Village is intended to maximize land usage and sense of community by providing Commons while, in some cases, offering small but private yards for individual use. As provided by the Gateway Village Design Guidelines, certain buildings within the Residential District may be attached as townhouses, or may be detached but placed on or near the property line. The easements in this Section 3.2 are intended to provide guidelines for reasonable cooperation between neighbors. The Association may make rules for maintenance and use of easement areas and shared improvements that shall be applied uniformly to all Lots similarly configured.

(b) Lot Lines. Lots may not be subdivided or separated into smaller Lots, or any portion of a Lot separately conveyed, except by the Founders or with

the specific consent of the Residential Design Review Committee. However, this shall not prohibit corrective deeds or similar corrective instruments. The Founders may redefine Lots prior to sale by dividing or combining Lots or portions of Lots and adjusting the boundary of a Lot. The Founders shall also have the right to modify subdivision plats of the Residential District to make adjustments to Lot boundary lines with consent only of those Owners whose Lot boundaries are to be changed. The division or combination of Lots may be subject to zoning or other governmental regulation, which may require, among other things, that the number of Residential Units not be reduced or increased if Lots are combined or divided.

(c) Structural Party Walls. Each Owner grants to the Owner of each adjacent Lot the right and easement to maintain and to utilize any exterior or interior wall of a Building that forms a party wall between them. A wall will be considered a party wall only if it provides structural support for the Buildings, or parts of a Building, on more than one Lot. Maintenance of the surface of the party wall shall be the sole responsibility of the Owner whose Building faces such wall. Each Owner shall be liable and responsible if, in connection with that Owner's use and maintenance of the party wall, the Owner damages the adjacent Owner's Lot or the wall itself. The cost of any other repairs to the party wall shall be shared equally by the adjacent Owners.

(d) Exterior Walls along a Lot Line. An exterior wall that supports the Building on only one Lot, or that encloses a courtyard on one Lot, shall not be considered a party wall. The Association may make rules and regulations concerning use and maintenance of such walls, including assigning responsibility between the adjoining owners for painting and repair and granting access over the adjoining Lot as reasonably necessary to maintain the wall. All such maintenance and repair shall be in accordance with the Gateway Village Design Guidelines.

(e) Yard Easements. To allow most efficient use of a Lot while complying with governmental setback requirements, a portion of a Lot along a Lot line may be subject to an easement for use by the adjoining Lot Owner. Such easements may be designated on the plat, a Supplementary Declaration, the Gateway Village Design Guidelines or on the deed from the Founders to the first Owner other than the Founders.

(f) Roof Overhang; Footings. For certain building types, such as sideyard houses, which are to be built along a property line, the Gateway Village Design Guidelines may permit roofs, gutters, soffits and downspouts to overhang this property line, and may allow footings and rain leaders to intrude below the surface of the same property line. To the extent allowed by the Gateway Village Design Guidelines and local governmental regulations, an easement is hereby granted to each Lot Owner and the adjacent property shall be subject to an easement for such intrusion. However, roofs, gutters, downspouts and rain leaders may not discharge water onto adjacent property.

## ARTICLE IV: Commons

### 4.1 Title.

(a) Association-Owned Commons. The Association shall hold title to certain Commons. For those portions of the Commons that consist of easements and other rights, the Association shall be the holder of those rights.

(b) Additional Commons. The Founders may convey by deed or lease to the Association additional Commons that the Association shall accept for maintenance.

### 4.2 Maintenance; Capital Improvements.

(a) Generally. The Association shall be responsible for the management, control and improvement of the Commons and shall keep the Commons and other approved property attractive, clean and in good repair.

(b) Capital Improvements. Subject to design review and applicable governmental regulations, the Association may make capital improvements to the Commons and may modify the uses of the Commons. For example, the Association may add new recreational facilities (which improvements must be approved in accordance with the architectural review provisions of the Master Deed Restrictions). Expenses for substantial capital improvements must be approved in accordance with Section 8.6.

### 4.3 Owners' Easements of Access and Enjoyment.

(a) Commons. The Founders hereby grant and convey to every Owner a right and easement of appropriate use and enjoyment of the Commons, subject to the Association's right of regulation in accordance with this Declaration and the Founders' right to use the Commons as provided in Section 4.4 (b), and subject also to any limitations contained in the conveyance of those Commons to the Association. These easements shall be appurtenant to and shall pass with title to every Parcel.

(b) Tenants, Guests. Any Owner may delegate, subject to the provisions of this Declaration, the Bylaws and the Rules and Regulations, his right to enjoyment of the Commons to the members of his family, his tenants or his guests who reside on the Parcel or are accompanied by the Owner. The Association may adopt rules to prohibit or restrict use of the Commons recreational facilities by a non-resident Owner whose Residential Unit has been leased to a tenant, except when the Owner is a bona fide guest of the tenant. In addition to any other restriction, the Rules and Regulations may limit the number of guests entitled to use of the Commons.

4.4 Use of Commons.

(a) Members' Benefit. The Association shall maintain the Commons for the benefit of its Members.

(b) Promotion and Marketing. The Founders reserve, for themselves or their various assigns, the right to use portions of the Commons from time to time for purposes of promoting Gateway Village and marketing the Parcels.

(c) No Commercial Use. Except as otherwise specifically permitted by this Declaration, there shall be no commercial use of the Commons, nor shall the Commons be subdivided or sold.

4.5 Common Road Regulation. To the extent permitted by the City of Franklin, the Association may make rules and regulations concerning driving and parking within the Residential District, and may construct traffic calming devices, post speed limit or other traffic signs and take any other reasonable measures to discourage excessive speed and encourage safe driving on the Common Roads. To the extent permitted by the City of Franklin, the Association may enforce any violation in accordance with Section 11.8 and may tow offenders.

4.6 Surface Water or Stormwater Management System. The Association shall have the power and duty to maintain proper drainage within the Residential District. In the exercise of this power and duty, the Association shall have a blanket easement and right on, over, under and through the ground within the Residential District to maintain and to correct drainage of surface water. This easement includes the right to cut any trees, bushes or shrubbery, grade soil, or to take any other action reasonably necessary for health or safety or to comply with governmental requirements.

4.7 Damage or Destruction of Commons by Owner. If any Owner or any of his guests, tenants, licensees, agents, employees or members of his or her family damages any of the Commons as a result of negligence or misuse, the Owner hereby authorizes the Association to repair the damage. The cost of repair shall be the responsibility of that Owner and shall become an Individual Parcel 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.

4.8 Limitation of Liability. The Association shall use reasonable judgment in providing any security, maintaining the Commons and enforcing any traffic control measures, but neither the Association nor the Founders make any representation or assumes any liability for any loss or injury.



## ARTICLE V: Community Planning and Administration of The Design Guidelines

5.1 Master Deed Restrictions. The Master Deed Restrictions establish the Gateway Village Design Guidelines as the guide for all construction within Gateway Village, and create separate Design Review Committees for the Residential District and the Commercial District. All construction or modification of any building or other improvements, any tree removal or landscaping or any material alteration of the topography of any Lot or Commons must be approved in advance by the Gateway Village Design Review Committee for either the Residential District or the Commercial District, as appropriate.

5.2 Binding Effect. The Master Deed Restrictions, which are recorded in the public records, are binding upon all of the property in the Master Plan Area. Unless a notice is recorded specifically to the contrary, the submission of additional property to the Declaration for Gateway Village shall automatically extend the provisions of the Master Deed Restrictions to the additional property.

5.3 Assignment to Association. The Master Deed Restrictions provide for the Founders' enforcement of the Gateway Village Design Guidelines during the development period. At the end of the development period, the Founders shall assign to the Association its rights to enforce the Gateway Village Design Guidelines, as provided in the Master Deed Restrictions. Upon such assignment or if for any reason the Founders are unable or unwilling to perform their powers under Articles III and IV of the Master Deed Restrictions, the provisions of Articles III and IV of the Master Deed Restrictions shall become part of this Declaration as if originally included. At that time, the Association shall have and assume the responsibility of appointing Members of the Residential Design Review Committee and enforcing all violations of Articles III and IV of the Master Deed Restrictions with all of its powers under the Master Deed Restrictions and this Declaration.

5.4 Design Guidelines. The Design Guidelines are fully enforceable by the Founders or the Residential Design Review Committee as provided in the Master Deed and this Declaration.

## ARTICLE VI: Owners' Association

6.1 Duties. The Association shall maintain, repair and replace the Commons, shall enforce the terms of this Declaration, and shall perform all other duties required by this

Declaration, by Tennessee law, by the City of Franklin and by other government entities having jurisdiction.

6.2 Additional Powers. To the extent permitted by governmental authorities, the Association may, but is not obligated to, provide the following services or engage in the following activities:

(a) water, sewer, irrigation systems, drainage, telephone, electricity, television, security, cable television or communication lines and other utility services; supply of irrigation water; garbage and trash collection and disposal;

(b) insect and pest control; improvement of vegetation and wildlife conditions; forestry management, pollution and erosion controls;

(c) emergency rescue, evacuation or safety equipment; fire protection and prevention; lighting of Common Roads that are not dedicated roads; restricted or guarded entrances, traffic and parking regulation and security patrols within the Residential District;

(d) landscape maintenance; recreation, newsletters or other information services;

(e) maintenance of easement areas, public rights-of-way and other public or private properties located within reasonable proximity to the Residential District if its deterioration would affect the appearance of or access to the Residential District; and

(f) any other service allowed by law to be provided by a homeowners' association organized under Tennessee law.

The Board may, by majority vote, initiate or terminate any of the above services, which shall take effect sixty (60) days after notice to the Members, except in an emergency. As determined by the Board depending upon the nature of the service, such additional services may be part of the common expenses of the Association, may be assessed as an Individual Parcel Assessment to affected Parcels, or may be provided on a fee-for-service or other reasonable basis. If requested by petitions signed by at least twenty percent (20%) of the Members, a Residential District Meeting may be called and, if a quorum is present, the Board's action to initiate or terminate an additional service under this Section 6.2 shall be repealed by majority vote of the Members.

6.3 Contracts. The Association may contract with any party, including the Founders, for the performance of all or any portion of the management of the Association and its maintenance and repair obligations. The cost of the contract shall be included within the General Assessment, Special Assessment or Individual Parcel Assessment as applicable. The Association may require that certain Owners contract for certain routine yard maintenance, in order to provide a uniform level of care. The Association also may, but is not obligated to, act as agent for an Owner, if so requested by that Owner, to contract for routine maintenance and other services not required to be provided by the

Association, the cost of which would be assessed to that Owner as an Individual Parcel Assessment. The terms and conditions of all such contracts shall be at the discretion of the Board.

6.4 Membership. Every Owner shall be a mandatory Member of the Association. Membership shall be appurtenant to and may not be separated from title to any Parcel.

6.5 Allocation of Voting Interests. Each Member shall have a proportional vote based on the allocation of interests for Assessment purposes under Section 9.2.

6.6 Exercise of Vote. When more than one person holds an interest in any Parcel, all such persons shall be Members. However, the number of votes for that Parcel shall not be increased, and the Members must determine among themselves how the Parcel's vote may be exercised. Corporations, partnerships and other entities shall notify the Association of the natural person who shall exercise its vote. To the greatest extent permitted by law, the Association may institute voting by electronic or other means.

6.7 Election of Board of Directors.

(a) Procedure. Elections shall be conducted in accordance with the Bylaws and procedures established by then-current Board.

(b) Initial Selection by Founders. The Founders shall appoint and remove the initial officers and members of the Board and may elect the Board until sixty (60) days after one hundred percent (100%) of the buildings indicated by or permitted within the Residential District under the Concept Plan have been completed and conveyed to Owners other than the Founders or the builder. Any land within the Master Plan Area that is developed but that is not submitted to this Declaration shall be removed from the Concept Plan for purposes of this calculation. When used in this paragraph, "buildings" shall include both detached buildings and Residential Units, but not outbuildings. The Founders may voluntarily surrender the right to appoint and remove officers and members of the Board before termination of the control period set forth in this Section 6.7(b), in which case the Founders reserve the right to record an instrument specifying that, until the time Founders would have been required to end control of the Board, certain actions of the Association or Board must be approved by the Founders before they become effective.

6.8 No Compensation for Directors. Directors shall receive no compensation for their services unless expressly provided for in resolutions adopted by the Members, but may be reimbursed for reasonable expenses.

6.9 Additional Provisions. Additional provisions concerning the operation of the Association and the Board are contained in the Charter and Bylaws.

# ARTICLE VII: Decision Making

## 7.1 Residential District Meeting.

(a) When called. The Residential District Meeting shall be called annually for the election of Members of the Board, and whenever any action is required by this Declaration to be taken by vote or assent in writing of the Members. As a convenient reference and not as a limitation, actions requiring a vote of the Members, or assent in writing, include the following:

Repeal of Additional Services .....	Section 6.2
Election of the Board of Directors .....	Section 6.7
Approval of General Assessments when increased more than 15% ..	Section 8.4
Ratification of expenditures for capital improvements .....	Section 8.6
Approval of Zone expenses .....	Section 8.7
Repeal of Rules and Regulations adopted by the Board .....	Section 11.7
Amendment of Declaration .....	Section 13.1
Dedication of the Commons .....	Section 13.2
Termination of the Declaration .....	Section 13.5

(b) Quorum. Voting at a Residential District Meeting requires the presence of Members representing the percentage of votes necessary to transact business. The necessary percentage is determined by the Bylaws, and if permitted by the Bylaws and by statute, the Board may revise this percentage from time to time.

(c) Notice. Notice of the meeting must be given to Members in accordance with Section 15.4 ("Notices") and in accordance with the Bylaws.

(d) Proxies; Electronic Voting. To the extent allowed by the Bylaws and other applicable laws, proxies and limited proxies may be used to establish a quorum and for voting purposes. To the extent allowed by law and in accordance with procedure that may be adopted in the Bylaws, a quorum may be evidenced, and votes may be cast, by electronic means.

7.2 Action without Meeting. If permitted by the Board, the membership may approve any matter (specifically including the election of directors) by a written vote conducted by mail, by written mailed ballot, by electronic ballot, or by written consent without a meeting. Notice may be waived in the event of an emergency. Voting or consents shall be in accordance with the Bylaws and applicable laws. Wherever used in this Article, "electronic means" or "electronic ballot" shall specifically include e-mail and, upon approval of the Board, other similar means of communication that may be developed in the future.

7.3 Board Meetings.

(a) Board's Responsibility. Except as specifically provided in this Article or elsewhere in this Declaration, the Board has been delegated the power, and shall have the authority to act on behalf of the Association and to make all decisions necessary for the operation of the Association, the enforcement of this Declaration and the care of the Commons.

(b) Quorum. Voting at a Board meeting requires presence of at least one-half (1/2) of the directors, in person or by telephone conference or, if allowed by law, by proxy. If permitted by law, any action required to be taken by vote of the Board may be taken in the absence of a meeting (or in the absence of a quorum at a meeting) by obtaining the written approval of a majority of the Board. With the approval of all directors, meetings may be conducted by electronic means.

7.4 Record Keeping. The Board shall keep a record of all meetings, both of the Board and of the Association. For each action taken, the record shall state the vote and a description of the action approved, and, where applicable, the reasons why the action was considered necessary and a summary of the information on which the decision was based. The record shall be available for inspection by any Member.

7.5 Approval. Wherever used in this Declaration, approval by a majority or other proportion of the Members refers to a vote in accordance with this Article, either at a properly called Residential District Meeting or through a voting procedure established under Section 7.2. Where the Declaration specifies consent in writing, or request in writing, by a majority or other proportion of all Members, then the necessary number is based on the number of votes represented by the total Membership of the Association, and signatures may be collected without a Residential District Meeting or other voting procedure.

## ARTICLE VIII: Association Budget

8.1 Fiscal Year. The fiscal year of the Association shall begin January 1 of each year and end on December 31 of that year, unless the Board selects a different fiscal year.

8.2 Budget Items. The budget shall estimate total expenses to be incurred by the Association in carrying out its responsibilities. These expenses shall include, without limitation, the cost of wages, materials, insurance premiums, services, supplies and other expenses for the rendering of all services required by this Declaration or properly approved in accordance with this Declaration. The budget may also include reasonable amounts, as determined by the Board, for working capital for the Association and for reserves. If the Commons are taxed separately from the Parcels, the Association shall include such taxes as part of the budget. Fees for professional management of the

Association, accounting services, legal counsel and other professional services may also be included in the budget.

8.3 Reserves. The Association may build up and maintain reserves for working capital, contingencies and replacement, which shall be included in the budget and collected as part of the annual General Assessment. Extraordinary expenses not originally included in the annual budget that may become necessary during the year shall be charged first against such reserves. Except in the event of an emergency, reserves accumulated for one purpose may not be expended for any other purpose unless approved by a majority vote of the Members. If the reserves are inadequate for any reason, including nonpayment of any Member's Assessment, the Board may at any time levy an emergency Assessment in accordance with the provisions of Section 10.4 ("Special Assessment"). If there is an excess of reserves at the end of the fiscal year and the Board so determines, the excess may be returned on a pro rata basis to all Members who are current in payment of all Assessments due the Association, or may be used to reduce the following year's Assessments, at the Board's discretion.

8.4 Preparation and Approval of Annual Budget.

(a) Initial Budget. The Founders shall determine the budget for the fiscal year in which a Parcel is first conveyed to an Owner other than the Founders.

(b) Subsequent Years. Beginning with the year in which a Parcel is first conveyed to an Owner other than the Founders and each year thereafter, at least one (1) month before the end of the fiscal year, the Board shall, by majority vote, adopt a budget for the coming year and set the annual General Assessments at a level sufficient to meet the budget. At least two (2) weeks before the fiscal year to which the budget applies, the Board shall send to each Member a copy of the budget in reasonably itemized form, which shall include the amount of General Assessments payable by each Member.

(c) Approval. If General Assessments are to be increased to greater than one hundred fifteen percent (115%) of the previous year's General Assessment which was not a year in which General Assessments were guaranteed in whole or in part by Founders, and petitions signed by at least ten percent (10%) of all Members request review within thirty (30) days after the budget is delivered to Members, the Board shall call a Residential District Meeting to present the budget and to answer any questions. After presentation, the budget shall be deemed approved unless the percentage required to transact business is present and the budget is rejected by a majority of the Members present. If the budget is rejected, the Board shall approve a new budget within ten (10) days and send a copy to each Member.

8.5 Effect of Failure to Prepare or Adopt Budget. The Board's failure or delay in preparing or adopting the annual budget for any fiscal year, or review of the budget under Section 8.4 (c), shall not waive or release a Member's obligation to pay General Assessments whenever the amount of such Assessments is finally determined. In the

absence of an annual Association budget, each Member shall continue to pay the Assessment at the rate established for the previous fiscal period until notified otherwise.

8.6 Capital Improvements. Any substantial capital improvement to the Commons (other than improvements contemplated by the Concept Plan) approved by the Board must be ratified by a majority of the Members. If the substantial capital improvement is approved by the Members, the Board shall determine whether it shall be paid from General Assessments or by Special Assessment. A capital improvement shall be considered substantial if the cost to the Association of the improvement is more than six percent (6%) of the Association's annual budget, or if all capital improvements for the fiscal year taken together total more than ten percent (10%) of the Association's annual budget. However, any repair or replacement of existing improvements shall not be considered a capital improvement. Approval of the Residential Design Review Committee is required for all capital improvements. This section shall not limit the right of the Founders to make improvements to the Commons.

8.7 Zone Expenses.

(a) Capital Improvements. Any Zone may, by two-thirds (2/3) vote of the Members within that Zone and approval of the Board, vote to assess themselves for capital improvements to Commons that will primarily benefit that Zone. A Supplemental Declaration may also create one or more Zones and subject such Zones to Assessments for such capital improvements.

(b) Additional Services. Any Zone may, by majority vote of the Members within that Zone and approval of the Board, vote to assess themselves for maintenance or services in addition to those normally provided by the Association. A Supplemental Declaration may also create one or more Zones and subject such Zones to Assessments for such maintenance or services.

(c) Combined Zones; Smaller Groups. Zones may be combined or may join together for such Assessments. If more than one Zone is to vote, the Board shall determine whether approval and Assessment is to be by Zone or by the combined group of Zones. If a group smaller than a Zone wishes to be assessed for capital improvements or services, all of those being assessed must agree to the Assessment.

(d) Assessment Levy. Any Assessment so approved or created by Supplemental Declaration shall be assessed to all Owners within that Zone or designated group as an Individual Parcel Assessment.

8.8 Accounts. Reserves shall be kept separate from other Association funds, either in a single account for all reserves or separated by purpose. All other sums collected by the Board with respect to Assessments and charges of all types may be commingled in a single fund.

## ARTICLE IX: Allocation of Expenses

9.1 Generally. The common expenses of the Association shall be allocated among the Parcels in accordance with the relative values described in Section 9.2. The fractional allocation of the common expenses of the Association may be calculated for each Parcel by dividing the value assigned that Parcel by the sum of the values of all Parcels within the Residential District.

9.2 Residential Use. Residential uses shall be assigned the following values:

(a) A Townhome Parcel shall be assigned a value of one (1).

(b) A Residential Unit, created under a horizontal property regime ("Condominium"), shall be assigned a value by a Supplemental Declaration or an amendment to this document prior to the time any Condominium is conveyed to an Owner.

9.3 Special Use Parcels. Assessments for Special Use Parcels (if any) shall be determined by the Founders based on the anticipated use of the parcel.

9.4 Additional Property. If Parcels of substantially different size or use are created within Additional Property, the Founders may by Supplemental Declaration establish a different relative value for those Parcels based on a reasonable determination of the expected usage levels consistent with the determination for other properties within the Residential District.

## ARTICLE X: Covenants for Maintenance Assessments

10.1 Obligation for Assessments. The Founders, for each Parcel owned within the property submitted by this Declaration or Supplemental Declaration to the Residential District, hereby covenant, and each Owner of any Parcel by acceptance of a deed or other transfer instrument, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association the following Assessments:

(a) General Assessments for expenses included in the budget,

(b) Special Assessments for the purposes provided in this Declaration,  
and

(c) Individual Parcel Assessments for any charges particular to that  
Parcel,



together with a late fee and interest, as established by the Board from time to time, and cost of collection when delinquent, including a reasonable attorney's fee whether or not suit is brought. Upon default in the payment of any one or more installments, the Board may accelerate the entire balance of such Assessment, which shall be declared due and payable in full.

10.2 Allocation of Common Expenses. Expenses shall be allocated among the Parcels as provided in Article IX ("Allocation of Expenses"). The Founders shall be excused from payment of Assessments if the Founders guarantee to Parcel owners that their Assessments during the "Guarantee Period," as defined below, shall not exceed the amounts shown in the then-current estimated operating budget. If the Founders offer such a guarantee, the Founders agree to pay any Common Expenses incurred during the Guarantee Period that exceed the amount produced by Assessments during that time. The "Guarantee Period" may begin at Founders' discretion at any time within the first three (3) years after the recording of this Declaration in the public records of Williamson County, Tennessee and shall end at the beginning of the next fiscal year. The Guarantee Period shall then be automatically extended for successive six (6)-month periods up to an additional five (5) years unless terminated upon written notice by the Founders to the Association at least thirty (30) days before the end of the then-current Guarantee Period. During the Guarantee Period, the General Assessments may be increased by up to fifteen percent (15%) per year.

10.3 General Assessments.

(a) Establishment by Board. The Board shall set the date or dates such Assessments become due and may provide for collection of Assessments annually or in monthly, quarterly or semiannual installments.

(b) Date of Commencement. The annual General Assessments shall begin on the day of conveyance of the first Parcel to an Owner other than the Founders. The initial Assessment on any Parcel subject to Assessment shall be collected at the time title is conveyed to the Owner. During the initial year of ownership, each Owner shall be responsible for the pro rata share of the annual General or Special Assessment charged to each Parcel, prorated to the month of closing.

10.4 Special Assessment. In addition to the General Assessment, the Board may levy in any fiscal year a Special Assessment applicable to that year and not more than the next four (4) succeeding years as follows:

(a) Capital Improvements. Any substantial capital improvement that has been approved in accordance with Section 8.6 ("Capital Improvements") or any capital improvement not required to be approved by the Members may be paid by Special Assessment.

(b) Emergency Assessment. By a two-thirds (2/3) vote, the Board may impose a Special Assessment for any unusual or emergency maintenance or repair or other expense which this Declaration or the law requires the Association to pay

(including, after depletion of reserves, any unexpected expenditures not provided by the budget or unanticipated increases in the amounts budgeted).

10.5 Individual Parcel Assessments. The Association may levy at any time an Individual Parcel Assessment against a particular Parcel for the purpose of defraying, in whole or in part, the cost of any special services to that Parcel, for expenses approved by that Zone or created by Supplemental Declaration in accordance with Section 8.7, or any other charges designated in this Declaration as an Individual Parcel Assessment.

10.6 Capital Contribution. At the closing and transfer of title of each Parcel to the first Owner other than the Founders, the Owner shall contribute an amount equal to three (3) months General and Individual Parcel Assessments applicable to such Parcel. This contribution, which shall be enforceable in the same manner as an Assessment, shall be deposited in the general funds of the Association for start-up expenses of the Association and for working capital for the Association, and shall not be considered as a pre-payment of Assessments.

10.7 Effect of Nonpayment of Assessment; Remedies

(a) Personal Obligation. All Assessments, together with any late fee, interest and cost of collection when delinquent, including a reasonable attorney's fee whether or not suit is brought (collectively, the "Assessment Charge") shall be the personal obligation of the person or entity who was the Owner of the Parcel at the time when the Assessment was levied, and of each subsequent Owner. No Owner may waive or otherwise escape liability for the Assessment Charge by abandonment of the Parcel.

(b) Creation of Lien. The Assessment Charge shall also be a charge on the land and shall be a continuing lien upon the Parcel against which the Assessment Charge is made, which may be enforced upon recording of a claim of lien. This lien, in favor of the Association, shall secure the Assessment Charge which is then due and which may accrue subsequent to the recording of the claim of lien and prior to entry of final judgment of foreclosure. Any subsequent owner of the Parcel shall be deemed to have notice of the Assessment Charge on the land, whether or not a lien has been filed. The lien established by this Section 10.7(b) shall be subordinate to any first priority deed of trust in favor of a Mortgage placed on any Parcel from time to time.

(c) Suit for Payment; Foreclosure of Lien. The Association may bring an action at law against the Owner personally obligated to pay the Assessment Charge, or may foreclose the lien in a manner similar to foreclosure of a mortgage lien, or both. The Association may foreclose on such lien by means of judicial or nonjudicial foreclosure under the laws of the State of Tennessee without notice except as required by law, and may credit against its bid at any foreclosure sale any amounts due hereunder. The Association, acting on behalf of the Owners, shall have the power to bid for an interest in any Parcel foreclosed at such foreclosure sale and to acquire, hold, lease, mortgage and convey the Parcel.

(d) Other Remedies. The Association shall have the right to assess fines and suspend the voting rights and right to use of the Commons by an Owner for any period during which any Assessment against his Parcel remains unpaid.

10.8 Certificate of Payment. The Association, upon request of any Owner, shall furnish a certificate signed by a member of the Board, or a duly authorized designee, stating whether any Assessments are paid to date by that Owner. Such certificate may be relied upon by a good faith purchaser or mortgagee as conclusive evidence of payment of any Assessment therein stated to have been paid.

## ARTICLE XI: Use of Parcels

### 11.1 Permitted Uses.

(a) Determination. Permitted uses for Parcels shall be determined based on the Gateway Village Design Guidelines, any Supplemental Declaration and the plat, subject to the zoning requirements of the City of Franklin. At the Founders' discretion, the Founders shall make the determination of record at the time of the Parcel's addition to the Residential District, or at any time up to and including the time of conveyance of the parcel to someone other than the Founders. If the Founders fail to make such a determination of record, the Gateway Village Design Guidelines, or the approval of the Building or modification under Article V, may describe permitted uses.

(b) Home-based Businesses. Unless prohibited by law, a home-based business that does not generate significant noise, odor or traffic shall be permitted in residential areas as permitted by the Gateway Village Design Guidelines, any Supplemental Declaration or the Community Guidelines.

### 11.2 Prohibited Uses.

(a) Nuisances. No nuisance or other use that creates an unreasonable disturbance shall be permitted on any Parcel. No Lot shall be used, in whole or in part, for the storage of rubbish of any character whatsoever; nor shall any substance, thing, or material be kept upon any Lot that will emit foul or noxious odors or that will cause any noise that will or might disturb the peace and quiet of the Owners or occupants of surrounding Lots or property. The foregoing shall not be construed to prohibit the temporary deposits of trash and other debris for pick-up by garbage and trash removal service units. The pursuit of any inherently dangerous activity or hobby, including, without limitation, the assembly and disassembly of motor vehicles or other mechanical devices, the shooting of firearms, fireworks, or pyrotechnic devices of any type or size, and other such activities shall not be pursued or undertaken on any part of any Lot or upon the

Commons without the consent of the Association. The Association may from time to time define and determine unacceptable uses.

(b) Insurance. Nothing shall be done or kept on any Parcel or the Commons that will increase the rate of, or result in cancellation of, insurance for the Commons or any other Parcel, without the prior written consent of the Association.

(c) Soliciting. The Association may regulate or prohibit soliciting within the Residential District.

(d) Time Sharing. No time-share ownership of Parcels is permitted without the Association's approval. For this purpose, the term "time-share ownership" shall mean a method of ownership of an interest in a Parcel under which the exclusive right of use, possession or occupancy of the Parcel circulates among the various owners on a periodically reoccurring basis over a scheduled period of time. Leasing a building or ownership of a Parcel by a corporation, partnership or other entity or by not more than four (4) individuals or married couples will not normally be considered time-share ownership.

(e) Sound Devices. No exterior speaker, horn, whistle, bell or other sound device that is unreasonably loud or annoying, except security devices used exclusively for security purposes, shall be located, used, or placed upon Lots. The playing of loud music from any balconies or porches shall be considered to be an offensive activity constituting a nuisance.

(f) Wells. No private wells may be drilled or maintained on any Lot without the prior written consent of the Design Review Committee.

(g) Laundry. Without the express permission of the Design Review Committee, no Owner, guest, or tenant, shall hang laundry from any area within or outside a Residential Unit if such laundry is within the public view, or hang laundry in full public view to dry, such as on balcony or terrace railings.

### 11.3 Attractiveness and Safety of Parcels.

(a) Generally. Each Owner shall keep all parts of his or her Parcel in good order and repair and free from debris. The Gateway Village Design Guidelines or the Association may regulate placement and maintenance of garbage and trash containers and fuel or gas storage tanks (including the prohibition of such tanks), and other matters affecting the attractiveness or safety of Parcels.

(b) Signage. No sign, advertisement or notice of any type or nature whatsoever (including "For Sale" or "For Rent" signs) shall be erected or displayed on any Parcel or portion of the Commons unless specifically permitted by the Gateway Village Design Guidelines.

(c) Vehicles. The Gateway Village Design Guidelines or the Association may regulate or prohibit the parking of trailers, recreational vehicles, boats, nonfunctioning or excessive numbers of vehicles, sports equipment or any other item visible on the Parcel, and may require that garage doors be kept closed except when automobiles are entering or leaving the garage.

(d) Sports Equipment. Play structures, such as basketball hoops and swing sets, must be kept in good repair and may be limited in accordance with the Gateway Village Design Guidelines. Large play structures such as skateboard ramps that are visible from outside the Parcel may be prohibited.

(e) Antennas. No television antenna, dish, radio receiver or sender or other similar device shall be attached to or installed on the exterior portion of any Residential Unit or other structure on a Parcel or any Lot without the prior written consent under the Gateway Village Design Guidelines; nor shall radio, television signals, nor any other form of electromagnetic radiation be permitted to originate from any Parcel that may unreasonably interfere with the reception of television or radio signals upon any other of such properties. Notwithstanding the foregoing, the provisions of this section shall not prohibit the Founders or the Association from installing equipment necessary for a master antenna system, security system, cable television, mobile radio system or other similar systems nor prohibit the Residential Design Review Committee from approving the installation of a satellite dish no more the eighteen (18) inches in diameter at an approved location on a Parcel.

(f) Firearms. Discharge of firearms is prohibited; provided, the Board shall have no obligation to take action to prevent or stop such discharge.

(g) Additional Restrictions. Notwithstanding the specificity of the foregoing, the Residential Design Review Committee and the Association may adopt additional restrictions on the use, external appearance and attractiveness or safety of Parcels and Commons subject to this Declaration.

11.4 Leasing. Residential Units may be rented, subject only to applicable law and to reasonable rules and regulations as promulgated by the Association, which may be modified from time to time. The Association may establish a minimum lease term of at least six (6) months. The Association may prohibit the leasing of any Residential Unit while the Owner is in default in the payment of Assessments. If the Residential Unit is leased in violation of this Declaration or any other rule or prohibition, the Association may attach rentals and may evict the tenant as if it were a tenant violation under Section 11.8 (c).

11.5 Pets. Pets may be kept by an Owner on his Parcel but only if such pets do not cause an unsafe condition or unreasonable disturbance or annoyance within the Residential District. Each Owner shall be held strictly responsible to immediately collect and properly dispose of wastes and litter of his or her pets. The Association reserves the right to regulate the number, type and size of pets (specifically including particular breeds of dogs deemed to create unreasonable danger); to prohibit the keeping of animals other

than customary household pets, which it may define, acting reasonably; to designate specific areas within the Commons where pets may be walked and to prohibit pets on other areas; to require pets to be on leash; and to restrict the rights of tenants to keep pets.

11.6 Temporary Structures; Camping. The Gateway Village Design Guidelines may prohibit or regulate construction trailers, tents, shacks, barns, sheds or other structures of a temporary character that are visible from outside the Parcel. However, reasonable, occasional use of tents for festive occasions or children's backyard camping is part of life and should be enjoyed. No other camping is permitted within the Residential District. In addition, the Association or Founders may permit the use of tents, trailers and other temporary buildings on the Commons or elsewhere within the Residential District during block parties and other special events, subject to regulation by the Gateway Village Design Guidelines.

11.7 Rules and Regulations.

(a) Generally. The Association may from time to time adopt rules or amend previously adopted rules and regulations governing the details of the operation, use, maintenance and control of the Parcels, Commons and any facilities or services made available to the Owners (the "Rules and Regulations").

(b) Effect. Rules and Regulations shall take effect immediately upon approval by the Board, or at a later date selected by the Board. If requested by at least twenty percent (20%) of the Members, a Residential District Meeting may be called and any Rule or Regulation may be repealed by majority vote of the Members.

(c) Notice. A copy of the Rules and Regulations adopted from time to time shall be maintained and posted in a reasonably accessible place within the Residential District, made available in the office of Founders or the Association, or furnished to each Owner.

11.8 Enforcement.

(a) Owner's Responsibility. Each Owner and Owners' family members, guests and tenants shall conform to and abide by the covenants contained in this Declaration and any Rules and Regulations that may be adopted from time to time by the Association. Each Owner shall be responsible for assuring such compliance, and any violation by family members, guests or tenants may be considered to be a violation by the Owner.

(b) Notice, Hearing and Fines. Any Owner who is believed to be in violation of this Declaration or the Rules and Regulations shall be given notice and an opportunity to be heard. After such hearing, the Association shall have the right to assess fines, up to the maximum allowed by law, to suggest or approve agreements and waive the requirement of paying a fine if the agreement is honored. Fines shall be charged against the Parcel as an Individual Parcel

Assessment. Any fines collected shall be contributed to the general fund of the Association.

(c) Tenant Violations. If a tenant is believed to be in violation of the Declaration or Rules and Regulations, the Association shall notify the Owner and tenant and provide an opportunity for hearing. If the Association determines after notice and opportunity for hearing that a tenant has violated this Declaration or Rules and Regulations, the Association may assess fines against the Owner as provided in paragraph (b). In addition, if the violation continues for ten (10) days after notice to the Owner of the findings, or if the tenant materially violates either Declaration or Rules and Regulations more than once in any one-year period, the Association shall have the right to evict the tenant. Each Owner by acceptance of a deed irrevocably appoints the Association as its agent and attorney-in-fact in such an eviction action. All costs related to such action shall be charged to the Owner as an Individual Parcel Assessment. Any lease provision that is inconsistent with the provisions of this Section shall be deemed void and is subordinate to this Declaration.

(d) Corrective Action for Parcel Maintenance. If the Association determines after notice and opportunity for hearing that any Owner has failed to maintain any part of the Parcel (including the yard and any wall, fence, Building, garden structure or other structure) in a clean, attractive and safe manner, in accordance with the provisions of this Declaration, the Gateway Village Design Guidelines and applicable Rules and Regulations, the Association shall notify the Owner of its findings and may assess fines as provided in paragraph (b). If the violation continues for ten (10) days after notice to the Owner, the Association shall have the right without liability to enter upon such Parcel to correct, repair, restore, paint and maintain any part of such Parcel and to have any objectionable items removed from the Parcel. The Association may reduce or eliminate the time for notice if it believes the condition creates a hazard. All costs and fees, including without limitation reasonable attorneys fees, related to such action shall be assessed to the Owner as an Individual Parcel Assessment.

(e) Pets. After notice and opportunity for hearing, the Association may find that a pet causes an unsafe condition or unreasonable disturbance or annoyance and may require the Owner or tenant to take steps to cure or limit the offensive condition. If such steps are ineffective, if the Owner or tenant fails to cooperate or if the pet is considered to create an unsafe condition, the Association may require that an Owner or tenant permanently remove the pet from the Residential District.

(f) Additional Remedies. All remedies listed in this section are non-exclusive and may be applied cumulatively. The Association shall also have the right to bring suit to enforce the Declaration and Rules and Regulations, as described in Section 15.3 ("Enforcement of the Declaration").

## ARTICLE XII: Insurance

12.1 Review of Coverage. The Board shall review limits of coverage for each type of insurance at least once each year.

12.2 Casualty Insurance. The Board shall obtain and maintain casualty insurance on the Commons for fire and other casualty damage. Endorsements for extended coverage, vandalism, malicious mischief, flood and windstorm should be obtained where available at reasonable cost. Coverage shall be in an amount not less than necessary to comply with the co-insurance percentage stipulated in the policy, but in any event not less than eighty percent (80%) of the insurable value (based upon replacement) of the improvements constructed on the Commons.

12.3 Public Liability. The Board may obtain public liability insurance in such limits as the Board may from time to time determine, insuring against any liability arising out of, or incident to, the ownership and use of the Commons and any topographic conditions or water access located on or adjoining the Residential District. At the Board's discretion, such coverage may include easements, such as walkways, that benefit the Association. Whenever practicable, such insurance should be issued on a comprehensive liability basis and should contain a "severability of interest" endorsement which shall preclude the insurer from denying the claim of an Owner because of negligent acts of the Association, the Board or other Owners.

12.4 Director Liability Insurance. The Board may obtain liability insurance insuring against personal loss for actions taken by Members of the Board and the Residential Design Review Committee in the performance of their duties. Such insurance shall be of the type and amount determined by the Board in its discretion.

12.5 Other Coverage. The Board shall obtain and maintain workman's compensation insurance if and to the extent necessary to meet the requirements of law, and such other insurance as the Board may determine or as may be requested from time to time by a majority vote of the Members.

12.6 Parcel Coverage. Except when such insurance is provided by the Association, each Owner shall obtain casualty insurance for improvements on the Parcel and may elect to obtain liability insurance. If available at reasonable cost, the policy shall name the Association as an additional insured. Coverage shall be in an amount not less than necessary to comply with the co-insurance percentage stipulated in the policy, but in any event not less than eighty percent (80%) of the insurable value (based upon replacement) of the improvements constructed on the Parcel. If requested by the Association, an Owner shall provide evidence of such insurance to the Association.



12.7 Repair and Reconstruction after Fire or Other Casualty.

(a) Commons. If fire or other casualty damages or destroys any of the improvements on the Commons, the Board shall arrange for and supervise the prompt repair and restoration of the improvements. The Board shall obtain funds for such reconstruction first from the insurance proceeds, then from reserves for the repair and replacement of such improvements, and then from any Special Assessments that may be necessary after exhausting insurance and reserves.

(b) Parcel Improvements. If fire or other casualty damages or destroys a Building or any other improvements on a Parcel, the Owner of that Parcel shall immediately proceed to rebuild and restore the improvements to the condition existing immediately prior to such damage or destruction, unless other plans are approved by the Gateway Village Design Review Committee, or unless the Association is responsible for such repairs. If the Owner fails to clean and secure a Parcel within thirty (30) days after a casualty, the Association may, in accordance with the provisions of Section 11.8(d) ("Corrective Action for Parcel Maintenance"), remove debris, raze or remove portions of damaged structures and perform any other clean up the Association deems necessary to make the Parcel safe and attractive. The cost of such clean-up shall be assessed to the Parcel Owner as an Individual Parcel Assessment.

(c) Payment of Deductible. If damage to a Residential Unit is caused by its Owner, and the damage is covered by the Association's insurance, then the Owner shall be responsible for the payment of the deductible on the claim for such damage.

## ARTICLE XIII: Amendment and Termination

13.1 Amendment.

(a) By Members. This Declaration may be amended at any time by an instrument signed by the president or vice president and secretary of the Association, certifying approval by Parcel Owners representing sixty seven percent (67%) of the votes in the Association.

(b) By the Founders. To the extent permitted by law, the Founders specifically reserve the absolute and unconditional right to amend this Declaration without the consent or joinder of any party (i) to conform to the requirements of the Federal Home Loan Mortgage Corporation, Veterans Administration, Federal National Mortgage Association or any other generally recognized institution involved in the guarantee or purchase and sale of mortgages, (ii) to conform to the requirements of institutional mortgage lenders or title insurance companies, or (iii) to clarify the Declaration's provisions or correct errors.

(c) Limitations. Whenever any action described in this Declaration requires approval of greater than sixty seven percent (67%) of the Parcel Owners, amendment of that provision shall require the same percentage vote as would be required to accomplish that action directly. Rights reserved to the Founders may not be amended without the specific consent of the Founders.

(d) Recording. Any amendment shall take effect upon recording in the public records.

(e) The provisions of any Supplemental Declaration shall not be deemed an amendment of this Declaration, notwithstanding any modification or addition of provisions applicable to such additional property.

### 13.2 Dedication.

(a) Common Roads. If any portion of the Common Roads has not previously been dedicated to the public, the Founders or Association shall have the right to convey title to or dedicate the Common Roads to the appropriate public agency or authority.

(b) Commons. All other Commons may be dedicated to the public by the Board upon consent of Parcel Owners representing sixty seven percent (67%) of the votes in the Association.

(c) Necessary Approval. Any dedication or conveyance described above is subject to acceptance by the applicable governmental agency

13.3 Duration; Termination. The covenants and restrictions contained in this Declaration shall run with and bind the Residential District and shall inure to the benefit of and be enforceable by the Founders, the Association, and all Owners of property within the Residential District, their respective legal representatives, heirs, successors or assigns for twenty (20) years, and shall be automatically extended for each succeeding ten (10) year periods unless an instrument signed by Owners representing ninety percent (90%) of the votes in the Association within the last year prior to expiration of the ten (10) year period shall have been recorded, agreeing to terminate the Declaration as of a specified date.

This Declaration may also be terminated in any of the following ways:

(a) Unanimous Consent. The Declaration may be terminated at any time by the consent in writing of all Owners.

(b) Dedication of Commons. The Declaration may be terminated by consent in writing by Parcel Owners representing sixty-seven percent (67%) of the votes in the Association, if all of the Commons have been accepted for dedication or taken by eminent domain by the appropriate unit of local government.

13.4 Condemnation. If all or part of the Commons is taken or condemned by any authority having the power of eminent domain, all compensation and damages shall be paid to the Association. The Board shall have the right to act on behalf of the Association with respect to the negotiation and litigation of the taking or condemnation affecting such property.

## ARTICLE XIV: Townhomes and Other Common Maintenance Parcels

14.1 Applicability of Article. The provisions of this Article XIV shall apply to all Common Maintenance Parcels within the Residential District.

14.2 Services to be Provided by the Association. The Association shall be obligated to provide or may provide, as set forth below, the following services to all Common Maintenance Parcels:

(a) Landscape Maintenance. The Association shall maintain the front yards of each Parcel within a Common Maintenance Zone, plus any side yard along a street that is not enclosed by a fence. Street trees or forested areas within a Common Maintenance Zone that are part of a Parcel but that are not intended to be fenced may also be included within the commonly maintained landscape service.

(b) Roof. The Association shall maintain the shared "roof structure" of a Townhome Block, and may maintain other roofs as provided in Section 14.2(f). For purposes of this provision, the term "roof structure" shall mean the roof decking and the roofing materials attached thereto. The Association shall maintain all such roofs in accordance with Section 14.5.

(c) Insurance. The Association shall contract for casualty insurance for Townhomes, and may contract for casualty insurance for other Common Maintenance Zones as provided in Section 14.2(e). The Association shall contract for all such insurance in accordance with the provisions of Section 14.6.

(d) Exterior Maintenance. Unless the Board determines otherwise, the exterior wall surfaces and exterior trim of buildings within each Townhome Block shall be maintained by the Association. Such maintenance shall include repair and replacement as necessary, and painting, pressure washing or other cleaning as determined by the Board. The Board shall make rules determining which portions of the building shall be maintained by the Association and which portions shall be maintained by the Owner.

(e) Additional Services. The Zone Declaration may describe additional services to be provided by the Association. Additionally, any Common Maintenance Zone may, by majority vote of the Members within that Zone and

approval of the Board, vote to assess themselves for additional maintenance or services for a prescribed period of time of up to five years.

(f) Owners' Rights, Responsibilities. Except as specifically provided in this Article or other recorded instrument, each Owner shall care for and maintain at the Owner's expense all parts of that Owner's property.

14.3 Allocation of Costs for Services. The cost of services set forth in Section 14.2 shall be shared equally among all Common Maintenance Parcels within a Common Maintenance Zone.

14.4 Reserve Fund.

(a) Townhome Roof. The Association shall establish and maintain a reserve account for repair and replacement of a Townhome Block roof based on the expected life and replacement cost.

(b) Other Reserves. The Association may also establish reserves for repainting and other major expenses for a Townhome Block or Common Maintenance Zone as the Board deems reasonable and efficient.

(c) Accounts. Reserve funds may be commingled in a single account but shall be accounted for by Townhome Block or Common Maintenance Zone, as appropriate.

14.5 Roof Maintenance. This Section shall apply to any Townhome with a shared roof structure and to any other Common Maintenance Parcel whose roof is subjected to Association maintenance as provided in Section 14.2(e).

(a) Replacement. The entire roof shall be replaced when any of the following shall occur:

(i) A roof that is approaching its normal life expectancy (or that the Association deems to be defective) requires repair and the Association determines that it would be more efficient to replace the roof, or

(ii) A portion of the roof has been damaged by casualty, and the Association chooses to replace the roof under paragraph (d).

(b) Repair. 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 Common Maintenance Parcel directly underneath the damaged portion shall have the right to repair the roof subject to architectural control under paragraph (e).

(c) Payment of Repairs or Replacement. The cost of roof replacement under paragraph (a) or repair under paragraph (b) 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 to cover the cost.

(d) Casualty. If the roof is damaged as the result of casualty, the Owner of the Common Maintenance Parcel 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 Residential Unit and other Residential 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, then the Association shall levy a Special Assessment to cover the costs.

(e) Architectural Control. Any repair or replacement of a roof (including outbuildings) with materials or style different from those originally approved must be approved by the Residential Design Review Committee. No antenna, satellite dish or other structure may be erected on the roof unless approved by the Residential Design Review Committee. Any such structure to be placed on the roof must also be approved by the Association to assure that the roof will not be damaged.

(f) Owner, Association Responsibility. Owners shall promptly report to the Association any water leakage in any Townhome or other Common Maintenance Parcel covered by this Section 14.5.

(g) Damage or Destruction by Owner. If any Owner or any of his guests, tenants, licensees, agents, employees or members of his family damages the roof 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 (including payment of any deductible) shall be the responsibility of that Owner and shall become an Individual Parcel 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.

14.6 Insurance: Casualty. The Association shall contract for casualty insurance for all Townhomes and, to the extent the Association is obligated to contract for insurance under Section 14.2(e), for other Common Maintenance Zones, in accordance with the following provisions:

(a) Cost: Assessment. The Association shall assess the cost to each Parcel in accordance with Section 9.1 hereof.

(b) Association's Insurance. The Board shall obtain and maintain casualty insurance for fire and other casualty damage on the Covered Common Improvements. The term "Covered Common Improvements" shall include the structures and other improvements located within the Townhome Block or other Common Maintenance Zone, but excluding the interior of each Residential Unit extending to its outermost unfinished interior walls, floors, and ceilings. Endorsements for extended coverage, vandalism, malicious mischief, flood and windstorm should be obtained where available at reasonable cost. Coverage shall be in an amount not less than necessary to comply with the co-insurance percentage stipulated in the policy, but in any event not less than eighty percent (80%) of the insurable value (based upon replacement) of the Covered Common Improvements. The Board shall review limits of insurance coverage at least once each year.

(c) Owner's Insurance. It shall be the responsibility of each Parcel Owner to determine the extent of the Association's insurance coverage and to obtain private coverage as necessary. Insurance obtained by the Association may not include liability coverage, may have a significant deductible, and will not include fixtures, cabinetry, appliances, equipment, furnishings, personal property, and any other interior portions of a Residential Unit extending to its outermost unfinished interior walls, floors, and ceilings and the contents thereof.

(d) Casualty Loss. Except as provided in Section 14.5(d), if any Common Maintenance Parcel is damaged by casualty, the Owner shall promptly clean, secure and repair the damaged property unless the Association determines that it shall make the repair. Any repair or reconstruction shall be according to the specifications as they existed before the damage, or to specifications approved by the Design Review Committee. If the Owner is responsible for the repair, then the Association shall make available to the Owner applicable insurance proceeds. The Association shall institute reasonable procedures to assure proper use of the insurance proceeds.

## ARTICLE XV: General Provisions

### 15.1 Interpretation.

(a) Construction. The provisions of this Declaration shall be liberally construed to effectuate their purpose of creating a uniform and consistent plan for the development and operation of the Residential District as a community of the highest quality.

(b) Governmental Regulation. All provisions of this Declaration, including without limitation modifications to the Concept Plan and redevelopment provisions, shall be subject to applicable government regulation or agreements.

15.2 Invalidity. The invalidity of any part of this Declaration shall not impair or affect the validity or enforceability of the rest of the Declaration, which shall remain in full force and effect.

15.3 Enforcement of Declaration.

(a) Enforcement. Without limiting any of the foregoing provisions regarding enforcement, remedies or liens, and in addition thereto, suit may be brought against any person, persons or entity violating or attempting to violate the provisions of this Declaration, either to restrain violation or to recover damages, and against his or its property to enforce any lien created by this Declaration. To enforce this Declaration or the Rules and Regulations, the Association, the Founders or any Owner may bring an action for damages, specific performance, declaratory decree or injunction, or any other remedy at law or in equity. The Board shall be empowered to bring suits on behalf of the Association.

(b) No Waiver. Failure to enforce any provision of this Declaration or the Rules and Regulations shall not be deemed a waiver of the right to do so at any time thereafter.

(c) Association's Legal Fees. Any and all costs, including but not limited to reasonable attorneys' fees and court costs, which may be incurred by the Association in the enforcement of any of the provisions of this Declaration, whether or not suit is brought, may be assessed as an Individual Parcel Assessment to the Owner against whom such action was taken.

15.4 Notices. Any notice required to be sent to the Owner shall be deemed to have been properly sent when mailed, postage prepaid, or hand delivered to the Parcel and, if different, to the last known address of the person who appears as Owner of the Parcel as that address is stated on the records of the Association at the time of the mailing. If the Owner has given approval, notice may be given by electronic means to an address provided by the Owner.

15.5 Gender and Number. The use of the masculine gender herein shall be deemed to include the feminine gender and the use of the singular shall be deemed to include the plural, whenever the context so requires.

15.6 Consent of Mortgagees.

(a) When Consent Required. This Declaration contains provisions concerning various rights, priorities, remedies and interests of Mortgagees. Such provisions are to be construed as covenants for the protection of the Mortgagees on which they may rely in making loans secured by a mortgage on a Parcel. Accordingly, no amendment or modification of this Declaration specifically impairing such rights, priorities, remedies or interests of a mortgagee shall be adopted without the prior written consent of Mortgagees as provided in subsection (b). This section shall not be construed, however, as a limitation upon the rights

of the Founders, the Association or the Members to make amendments that do not adversely affect the Mortgagees.

(b) Percentage Required. Wherever consent of the Mortgagees is required, it shall be sufficient to obtain the written consent of Mortgagees holding a lien on fifty percent (50%) or more of all Parcels encumbered by a mortgage.

(c) Timely Response. Any such required consent shall be given promptly and shall not be unreasonably withheld. Any consent not given or denied within thirty (30) calendar days of receipt of request for consent shall be deemed given.

15.7 Law to Govern. This Declaration shall be construed in accordance with the laws of the State of Tennessee.


15.8 Regulation By The City of Franklin. Each Owner hereby agrees that the City of Franklin (the "City") is authorized and empowered to require the Association and each Owner, jointly and/or severally, to provide for the orderly maintenance and upkeep of the Commons. In the event that the City, or any agent thereof, determines that the Commons are being maintained in a manner that is dangerous or detrimental to the health, safety and welfare of the community, pursuant to the provisions of the Franklin Municipal Charter and Code, the City and its agents, may enter upon the Commons and make any repairs or improvements to the Commons that the City and its agents deem necessary to remedy such conditions, if the conditions are not corrected within thirty (30) days following receipt by the Association of written notice from the City specifying the deficiencies. Thereafter, the Association and each Owner shall be obligated to pay to the City its costs for all improvements, work and/or labor, supplied or furnished to the Commons. The obligation to pay said costs shall be a personal obligation of the Association and each Owner, jointly and severally. All such costs shall be paid to the City within five (5) days of receipt from the City of a statement for such costs, which receipt shall be required to be served upon the President of the Association only. All Owners hereby waive notice of receipt of said statement for such costs. In order to secure payment at and after the due date, there shall arise a continuing lien and charge against each lot in favor of the City, the amount of which shall include costs and reasonable attorneys' fees to the extent permissible by law. The City may bring an action at law against the Association and/or any Owner, or foreclose the lien against any property owned by any Owner. However, it is understood that any such lien in favor of the City shall be subordinate to the lien of any deed of trust placed upon the property for the purpose of securing indebtedness incurred to purchase or improve such property. Neither the Association nor any Owner may waive or otherwise escape liability for the cost incurred by the City as described herein.



IN WITNESS WHEREOF, the undersigned does hereby make this Declaration of Charter, Easements, Covenants and Restrictions for Gateway Village and has caused this Declaration to be executed as of the day and year first above written.

**FOUNDERS:**

GATEWAY VILLAGE DEVELOPMENT,  
INC., a Tennessee corporation

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

Print Name: DAVID A. FLOW

Title: SECRETARY

GATEWAY VILLAGE RESIDENTIAL,  
LLC, a Tennessee limited liability company

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

Print Name: DAVID A. FLOW

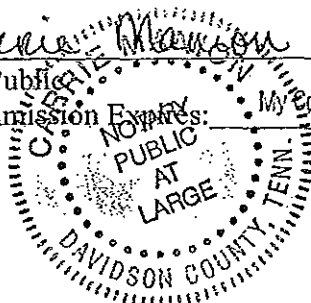
Title: SECRETARY

STATE OF TENNESSEE )  
COUNTY OF Davidson )

Before me, Carrie Manion, a Notary Public of said County and State, personally appeared David Flow, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself to be Secretary (or other officer authorized to execute the instrument) of GATEWAY VILLAGE DEVELOPMENT, INC., the within named bargainor, a Tennessee corporation, and that he as such Secretary executed the foregoing instrument for the purposes therein contained, by signing the name of the limited liability company by himself as its Secretary.

Witness my hand and seal, at Office in Nashville, TN, this 20<sup>th</sup> day of April, 2006.

Carrie Manion  
Notary Public  
My Commission Expires: \_\_\_\_\_ My Commission Expires MAY 24, 2008

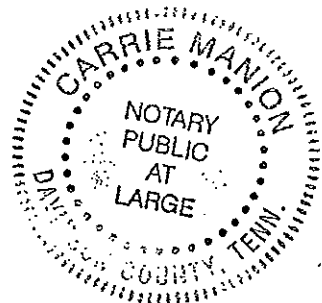


STATE OF TENNESSEE )  
COUNTY OF Davidson )

Before me, Carrie Manion, a Notary Public of said County and State, personally appeared David Flow, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself to be Secretary (or other officer authorized to execute the instrument) of GATEWAY VILLAGE RESIDENTIAL, LLC, the within named bargainor, a Tennessee corporation, and that he as such Secretary executed the foregoing instrument for the purposes therein contained, by signing the name of the limited liability company by himself as its Secretary.

Witness my hand and seal, at Office in Nashville, TN, this 20<sup>th</sup> day of April, 2006.

Carrie Manion  
Notary Public  
My Commission Expires: \_\_\_\_\_ My Commission Expires MAY 24, 2008



**SCHEDULE OF EXHIBITS:**

Exhibit A: Property Subject to the Residential Declaration

Exhibit B: Commons

Exhibit C: Charter of Incorporation of the Gateway Village Residential District Association, Inc.

Exhibit D: Bylaws of the Gateway Village Residential District Association, Inc.

EXHIBIT A

Property Description

Being a portion of the Cumberland Park, LLC property, as of record in Deed Book 3078, Page 656, located in the Eighth Civil District of Williamson County, Tennessee, and being generally located south of Lynnwood Way and west of U.S. Highway 31 and being more particularly described as follows:

Beginning at a concrete monument at the southernmost corner of said property and being the northeasterly corner of the Cumberland Park, LLC. Property as of record in Deed Book 3234, Page 422;

Thence with the easterly line of said Cumberland Park, LLC, for the following calls:

North 56 degrees 01 minutes 15 seconds West for a distance of 185.93 feet to a concrete monument;

Along a curve to the right having a radius of 35.00 feet and an arc length of 30.39 feet, being subtended by a chord of North 80 degrees 58 minutes 40 seconds West for a distance of 29.45 feet to a concrete monument;

North 56 degrees 06 minutes 03 seconds West for a distance of 233.00 feet to a concrete monument;

Along a curve to the right having a radius of 35.00 feet and an arc length of 26.16 feet, being subtended by a chord of North 34 degrees 41 minutes 24 seconds West for a distance of 25.55 feet to a concrete monument;

North 56 degrees 14 minutes 49 seconds West for a distance of 167.21 feet to a concrete monument;

North 56 degrees 14 minutes 49 seconds West for a distance of 461.50 feet to a concrete monument;

North 33 degrees 52 minutes 02 seconds East for a distance of 4.57 feet to an iron rod new;

North 56 degrees 11 minutes 48 seconds West for a distance of 140.02 feet to a metal fence post;

North 56 degrees 49 minutes 55 seconds West for a distance of 268.17 feet to a metal fence post;

North 56 degrees 27 minutes 33 seconds West for a distance of 373.35 feet to a metal fence post;

North 56 degrees 09 minutes 36 seconds West for a distance of 149.24 feet to an iron rod;

North 53 degrees 26 minutes 31 seconds East for a distance of 230.94 feet to an iron rod;

North 53 degrees 30 minutes 51 seconds East for a distance of 453.27 feet to a 12" Oak;

North 02 degrees 25 minutes 19 seconds West for a distance of 258.38 feet to an iron pipe, said pipe being on the southerly line of Albert W. Buckley, Jr., as of record in Deed Book 3076, Page 689;

Thence with the said southerly Buckley line for the following calls:

South 83 degrees 44 minutes 45 seconds East for a distance of 784.20 feet to an iron rod;  
South 81 degrees 20 minutes 45 seconds East for a distance of 330.00 feet to an iron rod;  
North 11 degrees 43 minutes 35 seconds East for a distance of 104.47 feet to an iron rod;  
North 73 degrees 42 minutes 14 seconds East for a distance of 63.97 feet to a concrete monument, said monument falling on the southerly right of way of Lynnwood Way;

Thence with said right of way for the following calls:

South 64 degrees 55 minutes 13 seconds East for a distance of 141.82 feet to a concrete monument;  
South 56 degrees 32 minutes 53 seconds East for a distance of 147.79 feet to a concrete monument;

Thence leaving said right of way and creating a severance line between the residential and commercial portions of said Cumberland Park, LLC property for the following calls:

Along a curve to the left having a radius of 5.00 feet and an arc length of 7.47 feet, being subtended by a chord of South 80 degrees 37 minutes 42 seconds West for a distance of 6.80 feet to a point;

Along a curve to the left having a radius of 469.00 feet and an arc length of 32.32 feet, being subtended by a chord of South 35 degrees 49 minutes 47 seconds West for a distance of 32.32 feet to a point;

South 50 degrees 42 minutes 09 seconds West for a distance of 34.12 feet to a point;

Along a curve to the left having a radius of 480.00 feet and an arc length of 71.24 feet being subtended by a chord of South 25 degrees 42 minutes 11 seconds West for a distance of 71.17 feet to a point;

South 05 degrees 40 minutes 10 seconds East for a distance of 33.96 feet to a point;  
South 17 degrees 01 minutes 21 seconds West for a distance of 31.08 feet to a point;

Along a curve to the right having a radius of 524.50 feet and an arc length of 72.23 feet, being subtended by a chord of South 20 degrees 53 minutes 13 seconds West for a distance of 72.17 feet to a point;

South 33 degrees 04 minutes 55 seconds West for a distance of 65.40 feet to a point;  
South 36 degrees 10 minutes 20 seconds West for a distance of 82.00 feet to a point;  
South 31 degrees 57 minutes 53 seconds West for a distance of 23.37 feet to a point;

Along a curve to the right having a radius of 921.42 feet and an arc length of 91.87 feet, being subtended by a chord of South 37 degrees 36 minutes 51 seconds West for a distance of 91.83 feet to a point;

South 56 degrees 56 minutes 59 seconds West for a distance of 20.16 feet to a point;

Along a curve to the right having a radius of 524.50 feet and an arc length of 22.39 feet, being subtended by a chord of South 44 degrees 52 minutes 22 seconds West for a distance of 22.38 feet to a point;

South 46 degrees 05 minutes 44 seconds West for a distance of 36.33 feet to a point;  
South 53 degrees 49 minutes 40 seconds East for a distance of 58.26 feet to a point;  
South 36 degrees 10 minutes 20 seconds West for a distance of 238.54 feet to a point;  
South 53 degrees 49 minutes 40 seconds East for a distance of 89.50 feet to a point;  
South 36 degrees 10 minutes 20 seconds West for a distance of 18.57 feet to a point  
South 31 degrees 37 minutes 35 seconds West for a distance of 100.41 feet to a point;  
South 14 degrees 19 minutes 08 seconds West for a distance of 48.73 feet to a point;  
South 33 degrees 53 minutes 57 seconds West for a distance of 193.94 feet to a point;  
South 56 degrees 06 minutes 03 seconds East for a distance of 321.54 feet to a point;

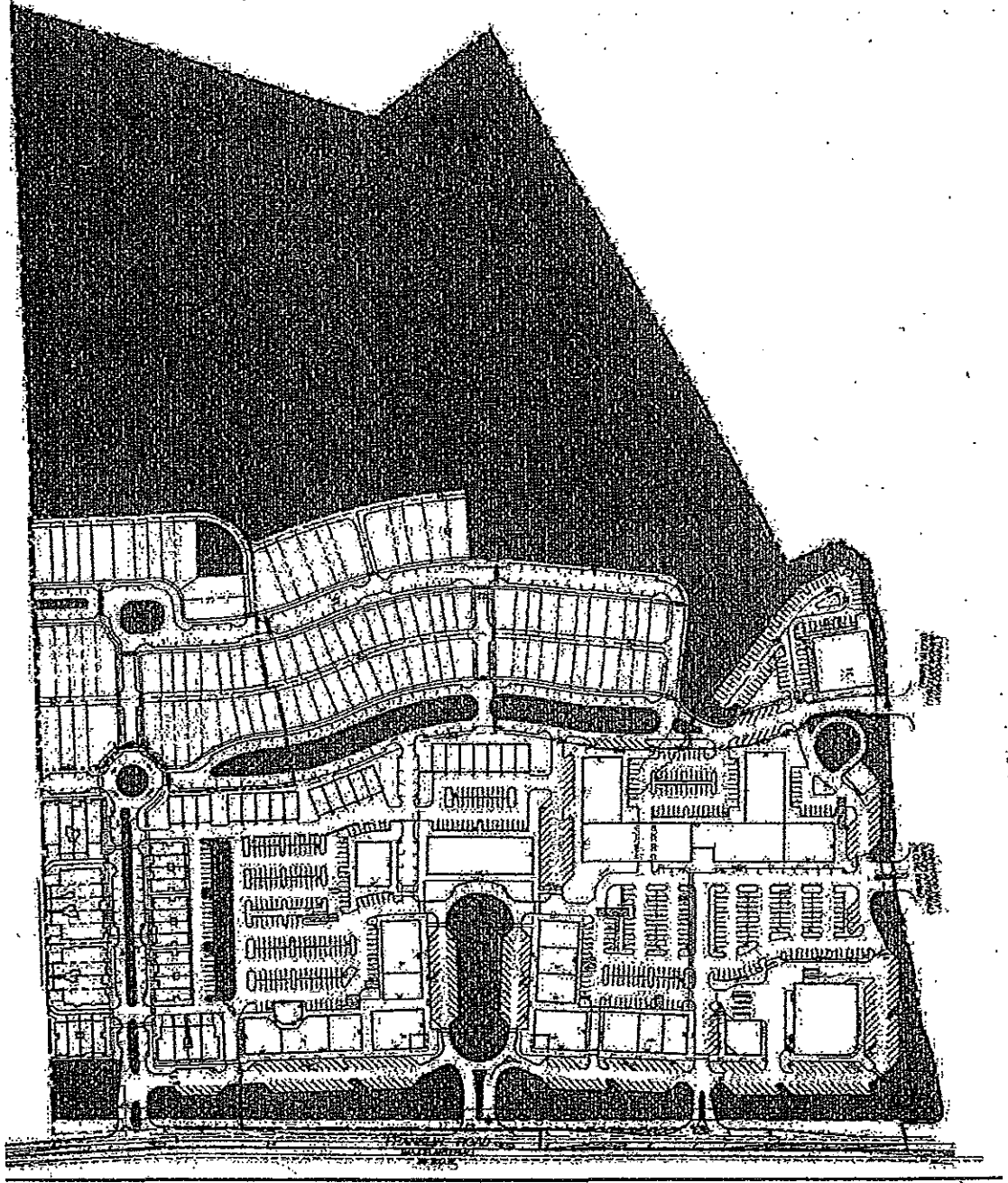
Along a curve to the right having a radius of 43.50 feet and an arc length of 46.41 feet, being subtended by a chord of South 86 degrees 40 minutes 04 seconds East for a distance of 44.24 feet to a point;

South 56 degrees 15 minutes 01 seconds East for a distance of 172.90 feet to a concrete monument, said monument falling on the westerly right of way of U.S. Highway 31;

Thence with said right of way,

South 36 degrees 10 minutes 20 seconds West for a distance of 334.08 feet to the Point of Beginning said property contains 41.47 acres, more or less.

The above description was prepared by David W. Dederer, PE, Land Design, 135 Second Avenue North, Franklin, TN 37064.



# Gateway Village

Open Space Exhibit.

**EXHIBIT B**

CHARTER OF GATEWAY VILLAGE  
RESIDENTIAL ASSOCIATION, INC.

FILED  
APR 19 AM 9:58  
RILEY DARNELL  
SECRETARY OF STATE

Pursuant to the provisions of Section 48-52-101, et. seq. of the Tennessee Non-Profit Corporation Act, as amended, the undersigned incorporator delivers the following Charter for filing with the Secretary of State:

ARTICLE I

The name of the corporation is Gateway Village Residential Association, Inc.

ARTICLE II

The corporation is a mutual benefit corporation.

ARTICLE III

The street address of the registered office of the corporation is Suite 1800 Financial Center, 424 Church Street, Nashville, TN 37219. The name of the corporation's initial registered agent at that office is S & H Nashville, LLC.

ARTICLE IV

The name and address of the incorporator is Jeffrey R. King, Suite 1800, Financial Center, 424 Church Street, Nashville, TN 37219.

ARTICLE V

The street address of the principal office of the corporation is 3628 Trousdale Drive, Suite E, Nashville, TN 37204.

ARTICLE VI

The corporation is not for profit.

ARTICLE VII

The corporation will have members.

ARTICLE VIII

No part of the net earnings of the corporation shall inure to the benefit of any officer, director, member, or other person as more particularly provided in the By-laws.

13930N:050755:668071:1:NASHVILLE

EXHIBIT C

FILED



ARTICLE IX

Upon the dissolution of the corporation, all of its assets shall be distributed to a non-profit organization for the purposes similar to those of this corporation. Such organization shall be selected by the Board of Directors of the corporation as part of the plan of dissolution.

ARTICLE X

The corporation shall indemnify, and upon request shall advance expenses to, in the manner and to the full extent permitted by law, any officer or director (or the estate of any such person) who was or is a party to, or is threatened to be made a party to, any threatened, pending, or completed action, suit, or proceeding, whether civil, criminal, administrative, investigative, or otherwise, by reason of the fact that such person is or was a director or officer of the corporation, or is or was serving at the request of the corporation as a director, officer, partner, trustee, or employee of another corporation, partnership, joint venture, trust, or other enterprise ("Indemnitee").

To the full extent permitted by law, the indemnification and advances provided for herein shall include expenses (including attorneys' fees), judgments, fines, and amounts paid in settlement. The indemnification provided herein shall not be deemed to limit the right of the corporation to indemnify any other person for any such expenses (including attorneys' fees), judgments, fines, and amounts paid in settlement to the full extent permitted by law, nor shall it be deemed exclusive of any other rights to which any person seeking indemnification from the corporation may be entitled under any agreement, vote of members or disinterested directors, or otherwise, both as to action in his official capacity and as to action in another capacity while holding such office. Notwithstanding the foregoing, the corporation shall not indemnify any Indemnitee (a) in any proceeding by the corporation against the Indemnitee, (b) in the event the board of directors determines that indemnification is not available under the circumstances because the Indemnitee has not met the standards of conduct set forth in the Tennessee Nonprofit Corporation Act, or (c) if a judgment or other final adjudication adverse to the Indemnitee establishes his liability (i) for any breach of the duty of loyalty to the corporation or its members or (ii) for acts or omissions not in good faith or that involve intentional misconduct or a knowing violation of law.

WITNESS the signature of the undersigned on this the 18<sup>th</sup> day of April, 2006.

  
JEFFREY R. KING, Incorporator

5729-187E

**EXHIBIT D**

Bylaws of the Gateway Village Residential District Association, Inc.

**BY-LAWS  
for  
GATEWAY VILLAGE RESIDENTIAL ASSOCIATION, INC.,  
a Tennessee Not-for-Profit Corporation**

**ARTICLE I:  
MEMBERS**

1.1 Membership. The members ("Member" or "Members") of the Gateway Village Residential Association, Inc. (the "Association"), a not for profit corporation organized under Tennessee law, shall consist of the owners ("Owner" or "Owners") of separately conveyable real property ("Parcels") in Gateway Village (the "Property") located in Franklin, Williamson County, Tennessee, as described in the Gateway Village Declaration of Charter, Easements, Covenants and Restrictions recorded or to be recorded in the public records of Williamson County, Tennessee (the "Declaration"), including any Supplemental Declaration thereafter filed and as hereafter amended, restated or modified. The membership of each Owner shall terminate when he or she ceases to be an Owner of a Parcel. Upon the sale, transfer or other disposition of his or her ownership interest in a Parcel, membership in the Association shall automatically be transferred to the new Parcel Owner. The Association may issue certificates evidencing membership.

1.2 Shares; Votes. Each member shall have an interest in the funds and assets of the Association and shall be assigned a vote as set out in the Declaration.

**ARTICLE II:  
MEETINGS OF MEMBERSHIP**

2.1 Rules. The meetings of the membership shall be held in accordance with the provisions of the Declaration and, subject to the Declaration, in accordance with these By-Laws. Except where in conflict with the Declaration, Roberts Rules of Order (as amended) shall govern the conduct of all membership meetings.

2.2 Annual Meeting. The annual meeting of the Association membership shall be held at the offices of the Association or at such other place in the state of Tennessee as shall be designated by the Board or the President of the Association. The annual meeting shall be at a place and time determined by the Board, which shall ordinarily be at least eleven (11) months but no later than thirteen (13) months since the previous annual meeting.

2.3 Special Meetings. Unless specifically provided otherwise herein or in the Declaration, meetings of the membership shall be held when directed by the President or the Board or when requested in writing by Members holding a majority of the votes having the right to vote at such meeting. The call for the meeting shall be issued by the secretary.

2.4 Notice. Notice of all Members' meetings, regular or special, shall be given by the President, Vice President or Secretary of the Association to each Member unless waived in writing. Such notices shall be mailed or personally delivered to each Member not less than ten (10) nor more than thirty (30) days prior to the meeting, except in an emergency, in which case the Board shall give such notice as is reasonable under the circumstances.

In addition, except in an emergency, when such notice requirement shall be waived, written notice shall be posted at a conspicuous place on the Property not less than forty-eight (48) hours prior to any special meeting and not more than fourteen (14) days prior to the annual meeting.

2.5 Waiver. Any Owner may waive notice of a meeting, consent to the holding of a meeting without notice or consent to action taken without a meeting, by execution of a waiver or consent in writing. Such waiver or consent may be executed prior to, at, or subsequent to the meeting or Association action to which the waiver or consent relates.

2.6 Quorum. Voting at an Association meeting requires the presence of Members (in person, by proxy or, to the extent allowed by Tennessee law, by telephone conference) representing the percentage of votes established by the Board as necessary to transact business. The Board may revise this percentage from time to time.

2.7 Proxies. Proxies shall be in writing and are revocable at any time at the pleasure of the Member executing it. A proxy shall be valid only for the particular meeting designated and any lawfully adjourned meetings thereof (but in no event shall a proxy be valid for more than ninety (90) days after the date of the first meeting for which it was given). All proxies must be filed with the Secretary before the appointed time of the meeting.

2.8 Action without Meeting. If permitted by the Board, the membership may approve any matter (specifically including the election of Directors) by written ballot. Ballots shall be mailed or hand delivered to all Members. The Board shall establish for each vote the amount of time to be permitted for voting, which shall be no less than ten (10) days nor more than sixty (60) days, and all ballots returned within the permitted time shall be counted. The Board may also establish a minimum number of ballots that must be returned in order for the vote to be valid, within the limits required for a quorum.

### ARTICLE III: BOARD OF DIRECTORS

3.1 Initial Composition. The Board shall initially consist of at least three (3) persons who shall be originally appointed by the Founders (as defined in the Declaration) or their assignee.

3.2 First Election. Within sixty (60) days after the Owners other than the Developer become entitled to elect a member of the Board, the Association shall call a meeting of the Owners to elect a Member or Members of the Board. Notice shall be given not less than thirty (30) days nor more than forty five (45) days before the meeting. The meeting may be called and notice given by any Owner if the Association fails to do so. At the meeting, such Owners shall elect the director or directors which they are then entitled to elect, who shall replace those named by the Founders and who shall serve until the next regularly scheduled annual meeting of the Association, when their successors shall be elected as provided in the Bylaws.

3.3 Number of Directors. The Board shall consist of at least three (3) directors. The number of directors shall be determined from time to time by the Board.

3.4 Term. Directors shall hold office for a term of two (2) years. A director may be elected to a one-year term to permit staggered terms. Directors may be elected for successive terms.

3.5 Qualifications. Directors are not required to be Members.

3.6 Voting Procedure. Each Member shall have one (1) vote for each seat to be filled. No cumulative voting shall be permitted. The candidates receiving the highest number of votes shall be declared elected.

3.7 Removal. Except for directors selected by the Developer, any director may be removed from office, with or without cause, by at least a majority vote of all Members, at any duly called meeting of Members. A special Association meeting to remove a director or directors from office may be called by Members representing ten percent (10%) of the membership giving notice of the meeting unless a lower percentage is required by law. The notice shall state the purpose of the meeting and shall be given to all Members in writing at least one week prior to the Association meeting.

3.8 Vacancy. Any vacancy occurring in the Board may be filled by a majority vote of the remaining Board members, except that a vacancy resulting from removal of a director by the members shall be filled by a vote of the membership. Members shall also vote to fill a vacancy if there are not sufficient remaining Board members to constitute a quorum.

3.9 Meetings. An annual meeting of the Board shall be held immediately following the annual meeting of the membership and at the same place. Special meetings of the Board shall be held upon call by the President or a majority of the Board on not less than forty-eight (48) hours notice in writing to each director, unless the Board determines an

emergency to exist, in which event the Board shall give such notice as is reasonable under the circumstances. All meetings of the Board at which official action may take place shall be open to all Members and, except in an emergency as provided above, notices of all such meetings shall be posted in a conspicuous place on the Property at least forty-eight (48) hours prior to the meeting. However, Members shall not be entitled to vote or participate in any other way at the meeting.

3.10 Waiver. Any director may waive notice of a meeting or consent to the holding of a meeting without notice or consent to any action of the Board without a meeting. Such waiver or consent may be executed prior to, at, or subsequent to the meeting or Board action to which the waiver or consent relates.

3.11 Quorum. Voting at a Board meeting requires presence of at least one-half (1/2) of the directors, in person or telephone conference or, if permitted by law, by proxy or by any other permissible means. Any action required to be taken by vote of the Board may be taken in the absence of a meeting (or in the absence of a quorum at a meeting) by obtaining the written approval of a majority of the Board.

3.12 Compensation. Directors shall receive no compensation for their services unless expressly provided for in resolutions duly adopted by the Owners, but may be reimbursed for expenses.

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

- (a) To elect the (the "Officers") of the Association as hereinafter provided;
- (b) To administer the affairs of the Association and the Property and formulate policies for such purposes;
- (c) To adopt administrative rules and regulations governing the administration, management, operation and use of the Property and to amend such rules and regulations from time to time;
- (d) To provide for the maintenance, repair and replacement of those parts of the Property stated in the Declaration to be maintained by the Association;
- (e) To provide for the designation, hiring and removal of employees and other personnel or service companies, including a property manager, to engage or contract for the services of others, to make purchases for the maintenance, repair, replacement, administration, management and operation of the Property and to delegate any such powers to the employees or agents of the Association;
- (f) To estimate the amount of the annual budget, to provide the manner of assessing and collecting from the Owners their respective shares of such estimated expenses as hereinafter provided and to assess any supplemental assessment as the Board shall deem necessary;

(g) Unless otherwise provided herein or in the Declaration, to comply with the instructions of a majority of the Owners as expressed in a resolution duly adopted at any annual or special meeting of the Owners; and

(h) To exercise all other powers and duties of the Board provided for in the Declaration and the Articles.

#### ARTICLE IV: OFFICERS

4.1 Election. Subject to the provisions of the Declaration and Articles, at each annual meeting of the Board, the Board shall elect the following Officers of the Association:

(a) A President, who shall be a director, shall preside over the meetings of the Board and of the Association and shall be the chief executive officer of the Association. In the recess of the Board, the President shall have general control and management of the business and affairs of the Association;

(b) One or more Vice Presidents, who shall also be directors and who shall, in the absence or disability of the President, perform the duties and exercise the powers of the President;

(c) A Secretary, who shall keep the minutes of all meetings of the Board and of the membership and who shall perform all the duties generally incident to the office of Secretary;

(d) A Treasurer, who shall cause to be kept the financial records and books of account of the Association; and

(e) Such additional Officers as the Board shall see fit to elect. An individual may hold more than one position, except for the offices of President and Secretary.

4.2 Powers. The Officers shall have the general powers usually vested in such Officers of a not-for-profit corporation, provided that the Board may delegate any specific powers to any other officer or impose such limitations or restrictions upon the powers of any officer as the Board may deem necessary.

4.3 Term. Each officer shall hold office for the term of one (1) year and until his or her successor shall have been elected and qualified.

4.4 Vacancy. Vacancies in any office shall be filled by the Board at special meetings thereof. Any officer may be removed at any time, with or without cause, by the affirmative vote of a majority of the whole Board.

4.5 Compensation. Officers shall receive no compensation for their services, unless expressly provided for in a resolution duly adopted by the Owners, but may be reimbursed for expenses.

## ARTICLE V: RECORDS

5.1 Accounting. The Board shall maintain accounting records according to generally accepted accounting practices, which records shall be open to inspection by Owners at reasonable times and upon reasonable notice. These accounting records shall include a record of receipts and expenditures and a separate account for each Owner showing the assessments charged to and paid by such Owner. Within ninety (90) days after the end of each year covered by an annual budget, the Board shall cause to be furnished to each Owner a statement for such year showing the receipts and expenditures and such other information as the Board may deem desirable. Upon reasonable notice to the Board, any Owner shall be furnished a statement of his or her account setting forth the amount of any unpaid assessments or other charges due and owing from such Member.

5.2 Meetings. The Board shall keep a record of all meetings, both of the Board and of the Association. For each action taken, the record shall state the vote and a description of the action approved, and, where applicable, the reasons why the action was considered necessary and a summary of the information on which the decision was based. The record shall be available for inspection by any Member.

## ARTICLE VI: INDEMNIFICATION

The Association shall indemnify any Officer, Director or committee member of the Association, who was or is a named defendant or respondent or is threatened to be made a named defendant or respondent to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative, arbitative, or investigative (whether or not by or in the right of the Association) by reason of the fact that such person is or was a Director, Officer or committee member of the Association, against all expenses (including but not limited to attorneys' fees and cost of the proceeding), judgments, penalties (including excise and similar taxes), fines and amounts paid in settlement actually and reasonably incurred by such person in connection with or in defense of such action, suit or proceeding if such person acted in good faith and in a manner which such person reasonably believed, in the case of conduct in such person's capacity, to be in the Association's best interest, and in all other cases, to be not opposed to the best interests of the Association; provided, that with respect to: (1) any criminal action or proceeding, such person had no reasonable cause to believe that such person's conduct was unlawful; or (2) any civil claim, issue or matter, such person shall not be adjudged guilty of willful or intentional misconduct in the performance of such person's duties to the Association by a court of competent jurisdiction. Termination of any action, suit, or proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent, shall not, of itself, be determinative that such person had reasonable cause to believe that such person's conduct was unlawful, or that such person did not act in good faith or in a manner which such person reasonably believed to be in or not opposed to the best interests of the Association, all such matters being determined solely and exclusively for the purpose of indemnification as herein provided.

Indemnification under the preceding paragraph shall be made by the Association only as authorized in each specific case upon the determination that indemnification of such person is proper in the circumstances because the applicable standards of conduct as set forth herein have been met. Such determination shall be made (1) by the Board of Directors by a majority vote of a quorum consisting of Directors who are not named parties joined in such action, suit or proceeding; or (2) if such a quorum is not obtainable, by (a) independent legal counsel, selected by the Board, in a written opinion, or (b) the Members of the Association in a vote that excludes the vote of Directors who are named parties joined in the proceeding. Indemnification so determined may be paid, in part, before the termination of such action, suit or proceeding upon the receipt by the Association of a written affirmation by the person claiming such indemnification of such person's good faith belief in meeting the standard of conduct necessary for indemnification and a written undertaking by or on behalf of such person to repay all sums so advanced if it is subsequently determined that such person is not entitled thereto as provided in this Article.

To the extent that a Director, Officer or committee member of the Association has been successful on the merits or otherwise in the defense of any action, suit or proceeding whether civil or criminal, such person shall be indemnified against such expenses (including attorneys' fees and costs of the proceeding) actually and reasonably incurred by such Director or Officer in connection therewith.

Indemnification provided herein shall be exclusive of any and all other rights and claims to which those indemnified may be entitled as against the Association and every Director or officer or committee member under any Bylaw resolution, agreement or law, and any request for payment hereunder shall be deemed a waiver of all such other rights, claims or demands as against the Association and each Director, officer or committee member. The indemnification provided herein shall inure to the benefit of the heirs, executors, administrators and successors of any person entitled thereto under the provisions of this Article.

The Association may purchase and maintain insurance on behalf of any person who is or was a Director, Officer or committee member of the Association against any liability asserted against and incurred by the person in any such capacity, or arising out of the person's status as such, whether or not the Association would have the power to indemnify such person against such liability under the provisions of this Article.

All liability, loss, damage, cost and expense incurred or suffered by the Association by reason or arising out of or in connection with the foregoing indemnification provisions shall be treated and handled by the Association as an expense subject to Special Assessment; provided however, that nothing contained in this Article shall be deemed to obligate the Association to indemnify any Member who is or has been a Director, officer or committee member of the Association with respect to any duties or obligations assumed or liability incurred by such Member under and by virtue of the Declaration and these Bylaws that were assumed or incurred outside of the conduct specifically related to the fulfillment of such Member's duties as an Officer, Director or committee member of the Association.



**ARTICLE VII:  
NON PROFIT ASSOCIATION**

This Association is not organized for profit. No Member, member of the Board of Directors, Officer or person or entity from whom the Association may receive any property or funds shall receive or shall be lawfully entitled to receive any pecuniary profit from the operation thereof and in no event shall any part of the funds or assets of the Association be paid as salary or compensation to, or be distributed to, or inure to the benefit of any member of the Board of Directors, officer or member; provided, however, always (1) that reasonable compensation may be paid to any Member, Director or Officer while acting as an agent or employee of the Association for services rendered in effecting one or more of the purposes of the Association, and (2) that any member, Director or Officer may, from time to time, be reimbursed for his or her actual and reasonable expenses incurred in connection with the administration of the affairs of the Association.

**ARTICLE VIII:  
AMENDMENT**

The Bylaws may be altered, amended, modified or repealed by (a) two-thirds (2/3) of the Directors, or (b) assent in writing of Members representing a majority of the voting interests. Any such modification shall be effective upon recording in the public records of Williamson County.

**ARTICLE IX:  
SUPREMACY**

In the event of a conflict among the Bylaws, Articles or Declaration, the Declaration shall control, followed by the Articles and then Bylaws.

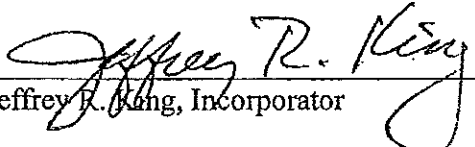
CERTIFICATION

I, the undersigned, do hereby certify:

That I am the incorporator of the Gateway Village Residential Association, Inc., a Tennessee corporation, and,

That the foregoing By-Laws constitute the original By-Laws of said Association, as duly adopted by the incorporator at the meeting held on the 19<sup>th</sup> day of April, 2006.

IN WITNESS WHEREOF, I have subscribed my name as the incorporator this 19<sup>th</sup> day of April, 2006.


  
\_\_\_\_\_  
Jeffrey R. King, Incorporator

# Pick Up

## GATEWAY VILLAGE HOMEOWNERS ASSOCIATION



1. RULES;
2. RESPONSIBILITIES; AND
3. TABLE OF CONTENTS FOR EARLIER RECORDED  
MASTER DEED, CCRs & BYLAWS

Prepared by: Everette Parrish  
P.O. Box 682422  
Franklin, TN 37068

<b>BK: 7826 PG: 929-951</b>	
<b>19051139</b>	
	23 PGS AL-RESTRICTIONS
	633483
	<b>12/03/2019 - 03:06 PM</b>
	BATCH 633483
	MORTGAGE TAX 0.00
	TRANSFER TAX 0.00
	RECORDING FEE 115.00
	DP FEE 2.00
	REGISTER'S FEE 0.00
	TOTAL AMOUNT 117.00
STATE OF TENNESSEE, WILLIAMSON COUNTY	
<b>SHERRY ANDERSON</b>	
REGISTER OF DEEDS	

For the Gateway Village Homeowners Association Board of Directors, I affirm these documents are filed today, December 3, 2019, to keep the public informed on current and active rules, responsibilities, and bylaws authorized by the Board for the benefit of the Gateway Village community and the city of Franklin.

AS AN AFFIDAVIT AND PURSUANT TO TENN. R. CIV. P. 72 AND 2010 TENN. PUB. ACTS, CH. 904 §1, I SIGN BELOW AND CERTIFY UNDER PENALTY OF PERJURY THAT THE FOREGOING IS TRUE AND CORRECT.

   
Everette Parrish (TBPR #026518)

August 30, 2019

Gateway Village Property Owners

Gateway Village has grown and matured over the last few years. Construction of the last residential townhomes within the Gateway Village HOA is now complete. We have 165 homes (excluding apartments) in close proximity to each other.

Over the years, the Gateway Village HOA Board adopted and published rules to supplement the Covenants, Conditions & Restrictions and the Bylaws established by the developer in 2006. To help ensure HOA rules are communicated and clear to property owners and residents, the HOA Board recently re-evaluated and consolidated the existing rules into one document. We adopted the updated document at the HOA Board Meeting on August 29, 2019. The new document outlining Gateway Village HOA Rules is enclosed for you.

If you find these rules unfair or difficult, please understand their purpose. They are intended to protect your property value and enjoyment of this uniquely beautiful place to live. The rules apply equally to all of us. To allow you time to make any needed adjustments, the new rules document is effective starting October 1, 2019.

Sincerely,  
Your Gateway Village HOA Board of Directors

Jim Hays  
Nicki Showah  
Buddy Adams  
Regina Fisher-Hutto  
Everette Parrish

# Gateway Village HOA (Homeowners Association) Rules

Welcome to Gateway Village!

The Gateway Village HOA, through its Board, is empowered to enforce the covenants, restrictions and rules of the HOA. This document outlines the rules of the HOA.

The HOA Board is a group of volunteers that own property and live in Gateway Village. The HOA Board maintains the right to change these HOA rules as needed to serve the best interests of the Gateway Village community.

The HOA Board uses a management company to assist with the operation of the HOA. Property owners and residents are encouraged to contact the HOA management company to request copies of the regulating documents of Gateway Village and to ask questions or report concerns about the HOA and the rules of the HOA.

Management company contact information:

HND Management  
Lori Covarrubias, Property Manager  
Email: [l.covarrubias@hndllc.com](mailto:l.covarrubias@hndllc.com)  
Phone: 615-297-7711  
421 East Iris Drive, Suite 300  
Nashville, TN 37204

## Meetings of the HOA Board

The Gateway Village Board meets approximately monthly to review the operations of the HOA and take steps towards enhancing the value and livability of Gateway Village. Property owners and residents are permitted to attend meetings of the HOA Board and should contact the HOA management company to notify the HOA Board that they want to attend the Board Meeting.

## Monthly HOA Dues and Special Assessments

Each property owner is required to pay monthly HOA dues for the operation of the association. These dues cover expenses such as landscaping, lawncare, general maintenance, repairs and insurance for the exterior of buildings, legal fees, management company fees and other costs.

In addition to monthly HOA dues, the HOA Board is authorized to require a special assessment that must be collected from the property owners to fund capital improvements or emergency expenses.

The HOA Board establishes a financial budget to determine the amount of dues for each property and special assessments if needed, and communicates this information to property owners at the annual HOA meeting. The HOA is authorized to collect dues, assess late fees for past due payments, and enforce the payment of monthly HOA dues and periodic special assessments for each property.

## Exterior of Buildings

### **Porches, Balconies and Patios**

Porches, balconies and patios must be kept safe and uncluttered and maintained in a way that adds value to the community:

- Personal Property: Play and exercise equipment, toys, gardening tools, appliances, lamps, pet houses, building materials, wood piles, or any unsightly property cannot be stored on the porch, balcony or patio of any property.
- Curtains and Drapes: Installation of curtains, drapes, tents or similar screening materials are not permitted on the outside of the porch, balcony or patio of any property.
- Lights and Decorations: Installation of seasonal lights, and decorations is permitted as long as they do not disturb neighbors or violate laws. Holiday decorations are to be removed within 30 days of the holiday.
- Signs: Each property is permitted to display one sign advertising the property for sale or for rent as long as the sign is displayed from the inside of the property. No other kinds of signs are permitted. Residents cannot install or display signs on the porch, balcony, patio or yard.
- Flags: Each property is permitted to display up to one flag not to exceed 36" in height and 60" in length; however, the flag and flag hanging device/pole must not be mounted (bolted, screwed, nailed or glued) onto porch posts, porch flooring, or exterior building walls or roof or onto the lawn surrounding the property. The HOA may require removal of any flag that creates a disruption to residents or otherwise damages the community.
- Laundry: Residents are not permitted to hang clothing, towels, rugs, or similar items on porches, balconies and patios or elsewhere on the exterior of any property.
- Grills: Open flame grilling is allowed when performed at least ten feet away from any building. Grills may not be used on porches and balconies (City of Franklin law). Grills may not be stored on porches, balconies or patios overnight.
- Flowers and Plants: Installation of potted plants and flowers is permitted on the porch, balcony or patio of any property as long as these plants enhance the appearance of the property and do not create a nuisance or concern for other residents of the community.
- Basketball Goals: No basketball goals or goal supports are allowed on any street, alley or driveway.

### **Property Improvements**

Construction or installation of any type of structure or improvement to any property (townhome and single family home) requires prior approval from the HOA Board. Except for single family homes, the installation of fences, walls, awnings, gates, pergolas, pet containment or any other structure or remodeling of the exterior of any property is not permitted. For all properties, changes to windows, entry doors, and garage doors require prior approval of the HOA Board. For any exterior property changes (single family homes and townhomes), property owners must request and obtain written approval in advance by submitting an Architectural Request Form to the HOA Board.

### **Satellite Dishes and Antennae**

Installation of television, radio or similar dish, tower, or antenna is not allowed on any part of the exterior of any property. Any installation must be self-contained within the inside of the property and not be visible from the street in front or back of the property.

### **Windows**

The view from the street of interior curtains, drapes, shades, blinds and window coverings must be solid white, black or brown.

## **Flower Planting**

The HOA maintains the plants, flowers and landscape on the exterior of each building. Owners and residents are permitted to install new plants and flowers only after receiving permission from the HOA Board. Once installed, these plants and flowers become the property of the HOA and the HOA is authorized to maintain or remove these plants as it desires, without notification to the property owner.

## **Trash and Recyclables**

Trash must be placed in the containers provided by the City of Franklin. Trash containers must be stored in the back of each property or inside the garage. Residents may not store trash in plastic bags, boxes or crates on the outside of any building.

# **Parking**

## **Enforcement of Parking Laws and Rules**

Owners, residents and their guests must follow the parking laws of the City of Franklin.

See these laws on the City of Franklin website:

[https://library.municode.com/tn/franklin/codes/code\\_of\\_ordinances?nodeld=PTIICOOR\\_TIT15MOVETRPA](https://library.municode.com/tn/franklin/codes/code_of_ordinances?nodeld=PTIICOOR_TIT15MOVETRPA)

Residents are encouraged to contact the City of Franklin to report violations of parking laws. The HOA is not responsible for enforcement of Franklin parking laws. The HOA may report parking concerns to property owners and to the City of Franklin and ask for enforcement of the applicable laws and rules. The HOA is authorized to request tow away of vehicles parked out of compliance with laws and HOA parking rules.

In addition to the parking laws of the City of Franklin, the HOA has additional parking rules (listed below).

## **Designated Parking Areas**

Residents and their guest are permitted to park on the streets only in parking areas painted and designated for parking. Parking is not permitted in areas not painted for parking, including along landscape islands and alleys.

## **Alley Parking**

Parking in alleys, including the concrete apron at the garage door, is permitted only for loading and unloading and never for more than 15 minutes in a day. Parked vehicles must not block the driveway or impede access to the driveway or garage of another resident.

## **Trucks, RVs, Boats, Trailers, Buses**

Large trucks (16 feet or more in length), delivery vans, RVs, boats, trailers, buses and any commercial vehicle cannot be parked on the streets or driveways of the community (unless inside a closed garage), except for deliveries or for moving.

## **Inoperable or Unlicensed Vehicles**

Non-operating or wrecked vehicles, or vehicles with no license tag or expired license tag, should be parked inside the garage and are not permitted to be parked on the street.

## **Sale or Repair Purposes**

Parking of vehicles on the street for purposes of displaying the vehicle for sale or rent or for performing repairs and maintenance is not permitted. The HOA may hold vehicle owners responsible for the costs to repair damage to street pavement caused by oil, grease and other liquids leaking from owner or owner guests' vehicles.

## Property Leasing

### **HOA Board Approval Required**

Any lease of any residential property in the HOA requires the property owner to submit a copy of the lease to the HOA Board and collect written HOA Board approval in advance of leasing the property to non-owner occupants. Once the owner secures a tenant, the owner must report the name and contact information of the tenant to the HOA management company and the tenant is required to comply with the rules of the HOA. The owner is not permitted to lease the property to anyone when owner is in default in payment of HOA dues or special assessments to the HOA.

### **Twelve Months of Owner Occupancy**

Occupancy of the property for at least twelve months by the owner is required before the property is allowed to be leased to non-owner occupants.

### **Short-Term Rentals Prohibited**

Owners are not permitted to lease any part of the property to any occupant for a term of less than six consecutive months. Short-term rentals (such as Airbnb and all similar services) are prohibited.

## Pets

### **Control of Pets**

All animals must be controlled by the owner to prevent damage or nuisance to people or property. Dogs must be walked using a leash. All animals, including cats, must be supervised and must not be allowed to run around uncontrolled. Pets are not permitted to live outside of any property and pet houses are not permitted to be stored outside or on the porch, balcony or patio of any property.

### **Clean-Up**

Pet owners are required to use the pet waste bags and disposal cans to clean-up after your pets. Please report violations to the HOA Management Company.

## Other

### **Home-Based Business**

Unless prohibited by law, a home-based business that does not generate significant noise, odor or traffic is allowed in residential areas, but is subject to the Gateway Village Design Guidelines and any supplemental declaration and/or community guidelines. Unless the property owner has requested and received written approval from the HOA Board, the operation of a home-based business that requires frequent visits to the property by customers or that creates a disturbance or annoyance to neighbors is not permitted.

### **Skateboards**

The City of Franklin prohibits the use of skateboards, roller skates, coasters and similar devices on any public street, roadway, alley or sidewalk. The HOA also prohibits the use of these devices on our streets, alleys, and sidewalks. Residents are encouraged to report violations or request enforcement from the City of Franklin.



## **Noise and Nuisance**

The City of Franklin prohibits any person within the city to make or cause unreasonably loud or unnecessary noise which disturbs the peace and quiet of any neighborhood or otherwise injures or endangers the comfort, health, peace and safety of others. The HOA supports this law and expects owners and residents to respect their neighbors and control the amount of noise they generate so that they do not disturb their neighbors. Residents are encouraged to first talk with their neighbors about excessive noise and then, if necessary, report violations or request enforcement from City of Franklin.

## **Speed limit**

Unless otherwise posted, the speed limit in Gateway Village is 15 miles per hour. Residents are encouraged to first talk with their neighbors about excessive speed, and then, if necessary, report concerns to the City of Franklin.

## **Maintenance and Repair Responsibilities**

The HOA and property owners share responsibility for property maintenance throughout the community. The HOA is responsible for maintenance and repairs for some areas such as the exterior of buildings while the property owners are responsible for other areas such as doors and windows. Residents are encouraged to read the Gateway Village HOA Maintenance Responsibilities spreadsheet.

# **HOA Rules Enforcement**

## **Reporting Violations and Concerns**

Any property owner, tenant or member of the management company may report violations or concerns with HOA rules by contacting the HOA management company. The HOA will treat these reports as confidential.

## **HOA Procedure for Enforcement**

First Notice: The HOA (through the management company) sends a written notice to the property owner explaining the rule violation and asking for owner response and, as needed, owner corrective action. A deadline for correction is established.

Second Notice: The HOA (through the management company) sends a written notice using certified mail to the property owner explaining the rule violation and asking for owner response and, as needed, owner corrective action. The HOA Board may issue a \$50 fine to the homeowner. Each day a violation exists may be deemed by the HOA Board as a separate violation.

Third Notice: The HOA (through the management company) sends a written notice using certified mail to the property owner explaining the rule violation and asking for owner response and, as needed, owner corrective action. In addition, the HOA Board asks the property owner to attend the next HOA Board meeting to explain the status of corrective action taken. The HOA Board may issue a fine up to \$200 (in addition to any previous fines authorized by the HOA Board) to the homeowner. Each day a violation exists may be deemed by the HOA Board as a separate violation.

After three notices to the property owner, the HOA Board may take the action it deems necessary, in compliance with the law, to correct the violation.

Gateway Village Property Owners

October 7, 2019

Our community includes a variety of property (buildings, lawns, street pavement, etc.) with a variety of maintenance and repair requirements. Some maintenance and repairs are the responsibility of the HOA while other maintenance and repairs are the responsibility of the property owner.

The HOA Board uses a maintenance and repairs responsibilities list to identify and communicate responsibility for maintenance and repairs. The HOA Board compiles the list using the Covenants, Conditions & Restrictions and the Bylaws established by the developer, as well as the maintenance and repair history of the HOA since 2006.

The HOA Board recently re-evaluated and updated the maintenance and repairs responsibilities list. We adopted the updated list at the HOA Board Meeting on September 24, 2019. The new maintenance and repairs responsibilities list is enclosed for you.

Sincerely,  
Your Gateway Village HOA Board of Directors

Jim Hays  
Nicki Showah  
Buddy Adams  
Regina Fisher-Hutto  
Everette Parrish

# GATEWAY VILLAGE HOMEOWNERS ASSOCIATION PROPERTY MAINTENANCE AND REPAIR RESPONSIBILITIES

## HOA Board Committees

**Landscape:** Monitors lawn, plants, shrubs and trees to ensure the community landscape improves the appearance of the community and adds value to each property. This committee hires and manages landscape services and makes recommendations for improvements to community landscape.

**Maintenance and Repairs:** Identifies programs to maintain HOA common areas and building exteriors in good condition. This committee collects and manages maintenance requests and projects, including building maintenance and repairs.

**Architectural:** Reviews and makes decisions for property owner requests to make improvements to their property. This committee works with property owners to ensure each property complies with Covenants, Conditions & Restrictions, By-Laws, and HOA rules.

**Finance:** Prepares financial budget, monitors HOA revenue and expenses, and promotes good stewardship of HOA financial resources.

<u>Maintenance Area</u>	<u>Responsibility</u>		<u>Comments</u>
	<u>HOA</u>	<u>Owner</u>	
<b>Exterior of Buildings</b>			
Building Walls	X		Repairs and Maintenance
Building Roofs, Including Roof Leaks	X		Repairs and Maintenance, Replacement When Needed
Brick/Concrete Steps to Front Porch	X		Repairs and Maintenance, Power Washing
Exterior Brick and Siding	X		Repairs and Maintenance, Power Washing, Painting
Gutters and Downspouts	X		Repairs and Maintenance, Clean-Out
Shutters	X		Repairs and Maintenance, Cleaning, Painting
Doors and Door Frames		X	Repairs and Maintenance, Cleaning, Painting; Change in Color Requires Advance HOA Approval
Windows and Window Frames		X	Repairs and Maintenance, Cleaning, Painting
Porch & Balcony Posts and Ceilings	X		Repairs and Maintenance, Cleaning, Painting
Porch & Balcony Floors	X		Repairs and Maintenance, Cleaning, Painting
Porch & Balcony Railings (Wood and Metal)	X		Repairs and Maintenance, Cleaning, Painting
Porch & Balcony Light Fixtures and Bulbs		X	
Skylights		X	
Window Screens		X	Allowed with Advance HOA Approval; Owner Maintains
Storm Doors		X	Allowed with Advance HOA Approval; Owner Maintains
Driveway Pavement	X		Repairs and Maintenance, Power Washing
Sidewalk Pavement	X		Repairs and Maintenance, Power Washing
Alley Pavement	X		Repairs and Maintenance
Water Supply or Drain Line To/From Building to City Water System		X	Water and Drainage That Serves Just One Property Are Responsibility of Property Owner
Doorbell		X	
Garage Doors		X	Repairs and Maintenance, Cleaning, Painting; Change in Color Requires Advance HOA Approval; Replacement Door Requires Advance HOA Approval

**GATEWAY VILLAGE HOMEOWNERS ASSOCIATION  
PROPERTY MAINTENANCE AND REPAIR RESPONSIBILITIES**

<b>Maintenance Area</b>	<b>Responsibility</b>		<b>Comments</b>
	<b>HOA</b>	<b>Owner</b>	
Garage Door Trim	X		Repairs and Maintenance, Cleaning, Painting
Patio Drains and Patio Storm Water Lines		X	Drainage That Serves Just One Property Are Responsibility of Property Owner
Exterior Cable/Utility Boxes and Lines		X	Repairs and Maintenance; Advanced HOA Approval Required to Install New Exterior Boxes or Lines/Cables
Mailboxes	X		Repairs and Maintenance to Posts, Boxes, Numbering
Fences		X	Allowed for Single Family Homes With Advanced HOA Approval
Electrical Meter Box (excludes meter)		X	Box, Equipment and Wiring Around Electric Meter
Dyer Vents		X	Repairs, Maintenance, Cleaning
Pergolas, Awnings, Decks		X	Repairs, Maintenance, Replacement; Allowed Only at Single Family Homes
Building Defects		X	HOA and Management Company Can Offer Suggestions If Property Owner Requests
Street Pavement—Clare Park Drive and Gateway Court	X		HOA Responsible for Pavement and Drainage Pavers on These Two Private Streets
<b>Landscaping</b>			
Front and Side Lawn	X		Grass Cutting, Fertilization, Weed Control, Watering
Back Lawn (Townhomes Only)	X		Grass Cutting, Fertilization, Weed Control, Watering
Common Area Lawns	X		Grass Cutting
Plants, Shrubs, Flowers and Trees (Townhomes Only)	X		Maintenance, Watering, Replacement When Needed
Landscape Irrigation	X		Maintenance and Repairs
Landscape Drainage (Townhomes Only)	X		
Gas Lines		X	
<b>Other</b>			
Pest Control		X	Owners Responsible for General Pest Control, Including Animal and Insect Entry Onto Porches and Interior of Building and Termites Inside the Building; HOA Responsible For Repairs to Exterior of Buildings and Common Community Elements Caused By Termites or Animals
Entry Monuments, Signs and Lights	X		Repairs, Maintenance
Heating & Cooling Systems		X	
Interior Plumbing, Garage Plumbing, Outside Faucets		X	
Water Damage to Interior Wall or Ceiling From Roof Leaks		X	
Trash Pick-Up and Recycling Pick-Up		X	Property Owners Responsible for Staging Trash & Recycle Containers for Pick-up
Property Insurance—General Liability	X		Provides Protection to HOA for Loss to HOA Property (owner/resident property not included)
Property Insurance--Exterior	X		Provides Protection to HOA for Loss to Exterior of Buildings and to Common Areas
Property Insurance—Interior (Walls, Floors, Cabinetry, Plumbing, Heating & Cooling Systems, Appliances, Light Fixtures, Personal Property)		X	Property Owners Should Share HOA By-Laws With Their Insurance Agent to Ensure Adequate Scope of Coverage

# **GATEWAY VILLAGE**

## **MASTER DEED, CCRs & BYLAWS**

The following eleven (11) pages are the Table of Contents to:

- Williamson County, TN Register of Deeds entry: 06918320  
BK/PG: 3887/57-81 filed on 4/21/2006
- Williamson County, TN Register of Deeds entry: 06018321  
BK/PG: 3887/82-134 filed on 4/21/2006

# GATEWAY VILLAGE

## TABLE OF CONTENTS

	Page
Gateway Village Master Deed Restrictions	
Statement of Purpose.....	1
Imposition of Deed Restrictions .....	1
Article I: Definitions	
1.1 Generally.....	2
1.2 Documents .....	2
(a) Master Plan .....	2
(b) Master Deed Restrictions .....	2
(c) Declaration .....	2
(d) Supplemental Declaration .....	2
(e) Design Guidelines .....	2
1.3 Parties .....	2
(a) Founders .....	2
(b) Association .....	2
(c) Owner .....	3
1.4 Land Definitions .....	3
(a) Commercial District .....	3
(b) Commons .....	3
(c) Gateway Village .....	3
(d) Master Plan Area .....	3
(e) Parcel .....	3
(f) Residential District .....	3
(g) Residential Unit .....	3
(h) Special Use Parcel .....	4
(i) Zone .....	4
1.5 Architectural Review Definitions.....	4
(a) Design Review Committees .....	4
(b) Design Guidelines .....	4
(c) Development Period .....	4
1.6 Association Definitions.....	4
(a) Association .....	4
(b) Member .....	4
(c) Board .....	5
(d) Articles .....	5
(e) Bylaws .....	5
(f) Community Meeting .....	5

(g)	Assessments .....	5
(i)	General Assessment .....	5
(ii)	Individual Parcel Assessment .....	5
(iii)	Special Assessment .....	5
 Article II: Development Plan		
2.1	Mixed Use .....	5
(a)	Separate Declarations .....	5
(b)	Cooperation .....	5
2.2	Property Subject to Master Deed Restrictions.....	6
(a)	Initial Property .....	6
(b)	Additional Property .....	6
(c)	Withdrawal of Property .....	6
2.3	Submission of Property to Declaration .....	6
2.4	Master Plan .....	6
 Article III: Design Guidelines		
3.1	Establishment of Design Guidelines .....	6
3.2	Permitted Uses .....	7
3.3	Modification of the Design Guidelines .....	7
3.4	Applicable Governmental Codes .....	7
 Article IV: Review Procedure		
4.1	Design Review Committees .....	7
4.2	Construction Subject to Review .....	8
(a)	Parcels .....	8
(b)	Commons .....	8
(c)	Scope .....	8
(d)	Exception .....	9
(e)	Trees .....	9
(f)	Drainage .....	9
(g)	Modifications .....	9
4.3	Review Procedure .....	10
(a)	Application .....	10
(b)	Uniform Procedures .....	10
(c)	Basis for Decision .....	10
(d)	Variances .....	10
(e)	Notification; Construction; Inspection .....	10
(f)	Completion .....	10
(g)	Governmental Compliance .....	10
4.4	Approval of Architects, Builders .....	11
(a)	Generally .....	11
(b)	Architects .....	11

	(c) Builders .....	11
4.5	Enforcement .....	11
	(a) Fines .....	11
	(b) Suit Permitted .....	11
	(c) Trees .....	11
	(d) Drainage .....	12
	(e) No Waiver .....	12
4.6	Liability .....	12
4.7	Selection of Design Review Committee Members .....	12
	(a) Selection by Founders .....	12
	(b) Assignment of Founders' Rights .....	12
4.8	Financial Support .....	12

Article V: Covenant to Complete Building on Parcel

5.1	Restrictions on Building, Resale .....	13
	(a) Restriction; Purpose .....	13
	(b) Completion .....	13
	(c) Holder of Rights .....	13
5.2	Architectural Review; Time Limit .....	13
5.3	Enforcement .....	14
5.4	Subordination to Mortgage .....	14
	(a) Effect .....	14
	(b) Repurchase Subject to Mortgage .....	14
	(c) Mortgage Foreclosure .....	14
	(d) Extension .....	15
5.5	Resale Restriction .....	15

Article VI: Founders' Additional Reserved Rights

6.1	Easements in Favor of the Founders .....	15
	(a) Private Roads and Paths .....	16
	(b) Utility Easements .....	16
	(c) Police Powers .....	16
	(d) Drainage, Erosion Controls .....	16
	(e) Encroachment .....	16
	(f) Maintenance of Commons .....	17
	(g) Continued Construction .....	17
6.2	Reservation of Exclusive Easements .....	17
6.3	Conversion of Street Ends .....	17
6.4	Models; Sales and Management Offices .....	17
6.5	Commercial Use of Images .....	17
	(a) Commons .....	17
	(b) Exteriors .....	18
6.6	Name .....	



(a)	Change .....	18
(b)	Trademark .....	18
Article VII:	General Provisions .....	18
7.1	Assignment .....	18
7.2	Additional Property .....	18
7.3	Amendment .....	19
(a)	By Members .....	19
(b)	By the Founders .....	19
(c)	Limitations .....	19
(d)	Recording .....	19
7.4	Enforcement .....	19
EXHIBIT A	Description of Real Property .....	22
Gateway Village Declaration of Charter, Easements, Covenants and Restrictions for the Residential District		
Statement of Purpose .....		1
Declaration .....		2
Article I:	Definitions .....	2
1.1	Assessments .....	2
(a)	General Assessment .....	2
(b)	Individual Parcel Assessment .....	2
(c)	Special Assessment .....	2
1.2	Association .....	2
1.3	Board .....	2
1.4	Building .....	2
1.5	Bylaws.....	2
1.6	Charter .....	2
1.7	Commons .....	3
1.8	Common Maintenance Parcels.....	3
(a)	Townhome Parcels .....	3
(b)	Other Common Maintenance Parcels .....	3
1.9	Common Maintenance Zone .....	3
1.10	Common Roads .....	3
1.11	Concept Plan .....	3
1.12	Declaration .....	3
1.13	Design Guidelines .....	3
1.14	Founders .....	4
1.15	Lot .....	4
1.16	Master Deed Restrictions .....	4
1.17	Master Plan Area .....	4

1.18	Member .....	4
1.19	Mortgagee .....	4
1.20	Owner .....	4
1.21	Parcel .....	4
1.22	Residential Design Review Committee .....	4
1.23	Residential District .....	5
1.24	Residential District Meeting .....	5
1.25	Residential Unit .....	5
1.26	Special Use Parcel .....	5
1.27	Supplemental Declaration .....	5
1.28	Townhomes .....	5
1.29	Townhome Block .....	5
1.30	Zone .....	5
1.31	Zone Declaration .....	5

**Article II: Property Comprising the Residential District**

2.1	Initial Property .....	6
2.2	Developmental Plan.....	6
	(a) Commercial District .....	6
	(b) Relationship to Surrounding Property .....	6
	(c) Street Ends.....	6
2.3	Additional Property .....	6
	(a) By the Founders .....	6
	(b) By Members .....	7
	(c) Supplemental Declaration .....	7
	(d) Special Provisions .....	7
2.4	Withdrawal of Property.....	7
2.5	Zones .....	7
	(a) Intent .....	7
	(b) Designation .....	7

**Article III: Easements**

3.1	Easements in Favor of the Association .....	7
	(a) Utility Easements .....	8
	(b) Police Powers .....	8
	(c) Drainage, Erosion Controls .....	8
	(d) Encroachment .....	8
	(e) Maintenance of Commons .....	8
3.2	Relationship between Lots .....	8
	(a) Intent .....	8
	(b) Lot Lines .....	8
	(c) Structural Party Walls .....	9
	(d) Exterior Walls along a Lot Line .....	9

(e)	Yard Easements .....	9
(f)	Roof Overhang; Footings .....	9

Article IV: Commons

4.1	Title.....	10
	(a) Association-Owned Commons .....	10
	(b) Additional Commons .....	10
4.2	Maintenance; Capital Improvements .....	10
	(a) Generally .....	10
	(b) Capital Improvements .....	10
4.3	Owners' Easements of Access and Enjoyment .....	10
	(a) Commons .....	10
	(b) Tenants, Guests .....	10
4.4	Use of Commons .....	11
	(a) Members' Benefit .....	11
	(b) Promotion and Marketing .....	11
	(c) No Commercial Use .....	11
4.5	Common Road Regulation .....	11
4.6	Surface Water or Stormwater Management System .....	11
4.7	Damage or Destruction of Commons by Owner .....	11
4.8	Limitation of Liability .....	11

Article V: Community Planning and Administration of The Design Guidelines

5.1	Master Deed Restrictions .....	12
5.2	Binding Effect .....	12
5.3	Assignment to Association .....	12
5.4	Design Guidelines.....	12

Article VI: Owners' Association

6.1	Duties .....	12
6.2	Additional Powers .....	13
6.3	Contracts .....	13
6.4	Membership .....	14
6.5	Allocation of Voting Interests .....	14
6.6	Exercise of Vote .....	14
6.7	Election of Board of Directors .....	14
	(a) Procedure .....	14
	(b) Initial Selection by Founders .....	14
6.8	No Compensation for Directors .....	14
6.9	Additional Provisions .....	14

Article VII: Decision Making

7.1	Residential District Meeting .....	15
-----	------------------------------------	----

(a)	When called .....	15
(b)	Quorum .....	15
(c)	Notice .....	15
(d)	Proxies; Electronic Voting .....	15
7.2	Action without Meeting .....	15
7.3	Board Meetings .....	16
(a)	Board's Responsibility .....	16
(b)	Quorum .....	16
7.4	Record Keeping .....	16
7.5	Approval .....	16
 Article VIII: Association Budget		
8.1	Fiscal Year .....	16
8.2	Budget Items .....	16
8.3	Reserves .....	17
8.4	Preparation and Approval of Annual Budget .....	17
(a)	Initial Budget .....	17
(b)	Subsequent Years .....	17
(c)	Approval .....	17
8.5	Effect of Failure to Prepare or Adopt Budget .....	17
8.6	Capital Improvements .....	18
8.7	Zone Expenses .....	18
(a)	Capital Improvements .....	18
(b)	Additional Services .....	18
(c)	Combined Zones: Smaller Groups .....	18
(d)	Assessment Levy .....	18
8.8	Accounts .....	18
 Article IX: Allocation of Expenses		
9.1	Generally .....	19
9.2	Residential Use .....	19
9.3	Special Use Parcels .....	19
9.4	Additional Property .....	19
 Article X: Covenants for Maintenance Assessments		
10.1	Obligation for Assessments .....	19
10.2	Allocation of Common Expenses .....	19
10.3	General Assessments .....	20
(a)	Establishment by Board .....	20
(b)	Date of Commencement .....	20
10.4	Special Assessment .....	20
(a)	Capital Improvements .....	20
(b)	Emergency Assessment .....	20

10.5	Individual Parcel Assessments .....	21
10.6	Capital Contribution .....	21
10.7	Effect of Nonpayment of Assessment: Remedies .....	21
	(a) Personal Obligation .....	21
	(b) Creation of Lien .....	21
	(c) Suit for Payment; Foreclosure of Lien .....	21
	(d) Other Remedies .....	22
10.8	Certificate of Payment .....	22

Article XI: Use of Parcels

11.1	Permitted Uses .....	22
	(a) Determination .....	22
	(b) Home-based Businesses .....	22
11.2	Prohibited Uses .....	22
	(a) Nuisances .....	22
	(b) Insurance .....	23
	(c) Soliciting .....	23
	(d) Time Sharing .....	23
	(e) Sound Devices .....	23
	(f) Wells .....	23
	(g) Laundry .....	23
11.3	Attractiveness and Safety of Parcels .....	23
	(a) Generally .....	23
	(b) Signage .....	23
	(c) Vehicles .....	24
	(d) Sports Equipment .....	24
	(e) Antennas .....	24
	(f) Firearms .....	24
	(g) Additional Restrictions .....	24
11.4	Leasing .....	24
11.5	Pets .....	24
11.6	Temporary Structures; Camping .....	25
11.7	Rules and Regulations .....	25
	(a) Generally .....	25
	(b) Effect .....	25
	(c) Notice .....	25
11.8	Enforcement .....	25
	(a) Owner's Responsibility .....	25
	(b) Notice, Hearing and Fines .....	25
	(c) Tenant Violations .....	26
	(d) Corrective Action for Parcel Maintenance .....	26
	(e) Pets .....	26
	(f) Additional Remedies .....	26

Article XII: Insurance

12.1 Review of Coverage .....27  
12.2 Casualty Insurance .....27  
12.3 Public Liability .....27  
12.4 Director Liability Insurance .....27  
12.5 Other Coverage .....27  
12.6 Parcel Coverage .....27  
12.7 Repair and Reconstruction after Fire or Other Casualty .....28  
    (a) Commons .....28  
    (b) Parcel Improvements .....28  
    (c) Payment of Deductible .....28

Article XIII: Amendment and Termination

13.1 Amendment .....28  
    (a) By Members .....28  
    (b) By the Founders .....28  
    (c) Limitations .....29  
    (d) Recording .....29  
    (e) Supplemental Declaration .....29  
13.2 Dedication .....29  
    (a) Common Roads .....29  
    (b) Commons .....29  
    (c) Necessary Approval .....29  
13.3 Duration: Termination .....29  
    (a) Unanimous Consent .....29  
    (b) Dedication of Commons .....29  
13.4 Condemnation .....30

Article XIV: Townhomes and Other Common Maintenance Parcels

14.1 Applicability of Article .....30  
14.2 Services to be Provided by the Association .....30  
    (a) Landscape Maintenance .....30  
    (b) Roof .....30  
    (c) Insurance .....30  
    (d) Exterior Maintenance .....30  
    (e) Additional Services .....30  
    (f) Owners' Rights, Responsibilities .....31  
14.3 Allocation of Costs for Services .....31  
14.4 Reserve Fund .....31  
    (a) Townhome Roof .....31  
    (b) Other Reserves .....31  
    (c) Accounts .....31  
14.5 Roof Maintenance .....31

(a)	Replacement .....	31
(b)	Repair .....	31
(c)	Payment of Repairs or Replacement. ....	32
(d)	Casualty .....	32
(e)	Architectural Control .....	32
(f)	Owner, Association Responsibility .....	32
(g)	Damage or Destruction by Owner .....	32
14.6	Insurance; Casualty .....	32
(a)	Cost; Assessment .....	32
(b)	Association's Insurance .....	33
(c)	Owner's Insurance .....	33
(d)	Casualty Loss .....	33
 Article XV: General Provisions		
15.1	Interpretation	
(a)	Construction .....	33
(b)	Governmental Regulation .....	33
15.2	Invalidity .....	34
15.3	Enforcement of Declaration .....	34
(a)	Enforcement .....	34
(b)	No Waiver .....	34
(c)	Association's Legal Fees .....	34
15.4	Notices .....	34
15.5	Gender and Number .....	34
15.6	Consent of Mortgagees .....	34
(a)	When Consent Required .....	34
(b)	Percentage Required .....	35
(c)	Timely Response .....	35
15.7	Law to Govern .....	35
15.8	Regulation By the City of Franklin	
 Exhibit A: Property Subject to the Residential Declaration.....		
		39
Exhibit B: Commons .....		
		42
Exhibit C: Charter of Incorporation of the Gateway Village Residential District		
	Association, Inc. ....	43
Exhibit D: Bylaws of the Gateway Village Residential District Association, Inc. ....		
		45
 Article I: Members .....		
		45
1.1	Membership .....	45
1.2	Shares; Votes .....	45

STATE OF TENNESSEE  
COUNTY OF WILLIAMSON

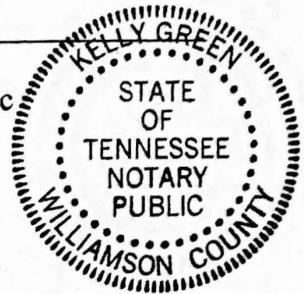
Personally appeared before me, the undersigned, a Notary Public in and for said County and State the within named Everette Parrish the bargainer(s), with whom I am personally acquainted, (or proved to me on the basis of satisfactory evidence) and who acknowledges that he/she executed the within instrument for the purposes therein contained.

Witness my hand and official seal at office on the 3rd day of December, 20 19.

My Commission Expires: 9-24-2022

Kelly Green

Notary Public



STATE OF TENNESSEE  
COUNTY OF WILLIAMSON

Before me, the undersigned, a Notary Public in and for the County and State aforesaid, personally appeared \_\_\_\_\_, with whom I am personally acquainted, (or proved to me on the basis of satisfactory evidence) and who upon oath acknowledged self to be a \_\_\_\_\_ of \_\_\_\_\_, the within named bargainer(s), a corporation, and that he/she as such \_\_\_\_\_, being authorized to do so, executed the foregoing instrument for the purpose therein contained, by signing the name of the association by self as such \_\_\_\_\_.

Witness my hand and official seal at office on the \_\_\_\_\_ day \_\_\_\_\_, 20 \_\_\_\_\_.

My Commission Expires: \_\_\_\_\_

Notary Public



Article II: Meetings of Membership .....45

    2.1 Rules .....45

    2.2 Annual Meeting .....45

    2.3 Special Meetings .....46

    2.4 Notice .....46

    2.5 Waiver .....46

    2.6 Quorum .....46

    2.7 Proxies .....46

    2.8 Action without Meeting .....46

Article III: Board of Directors

    3.1 Initial Composition .....47

    3.2 First Election .....47

    3.3 Number of Directors .....47

    3.4 Term .....47

    3.5 Qualifications .....47

    3.6 Voting Procedure .....47

    3.7 Removal .....47

    3.8 Vacancy .....47

    3.9 Meetings .....47

    3.10 Waiver .....48

    3.11 Quorum .....48

    3.12 Compensation .....48

    3.13 Powers and Duties .....48

Article IV: Officers

    4.1 Election .....49

    4.2 Powers .....49

    4.3 Term .....49

    4.4 Vacancy .....49

    4.5 Compensation .....49

Article V: Records

    5.1 Accounting .....50

    5.2 Meetings .....50

Article VI: Indemnification .....50

Article VII: Non Profit Association .....52

Article VIII: Amendment .....52

Article IX: Supremacy .....52