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MASTER DEED
AND
DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS
OF
BRIDGETENDER HOMES

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MASTER DEED
FOR BRIDGETENDER HOMES

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**MASTER DEED
AND
DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS
OF
BRIDGETENDER HOMES**

THIS MASTER DEED made and this 20th day of February, 2020 by Woodland Flats, LLC, a Tennessee limited liability company (the "**Developer**"), pursuant to the provisions of the Tennessee Condominium Act of 2008, as set forth in Tennessee Code Annotated Sections 66-27-201, et seq., as amended from time to time (collectively, the "**Act**").

RECITALS

Developer is the fee simple owner of certain real property located in Hamilton County, Tennessee, more particularly described in Exhibit A attached hereto (herein the "**Land**").

Developer intends to develop six (6) Unit residential complex on the Land, together with related facilities and amenities, into a condominium project to be known as **BridgeTender Homes** (the "**Project**"). The Project will consist of six (6) Units, which Developer will sell and convey to purchasers, subject to the covenants, restrictions and conditions described in this Master Deed.

NOW, THEREFORE, Developer does hereby declare that the Land is held and shall be held, conveyed, hypothecated, encumbered, used, occupied and improved subject to the following covenants, conditions, restrictions, uses, limitations and obligations, all of which are in furtherance of the plan for the improvement of the Land and a division thereof into condominium units in accordance with the Act, and shall run with the Land and be a burden and a benefit to the Developer, its successors and assigns, and any person acquiring or owning an interest in the Land and improvements.

ARTICLE 1

DEFINITIONS

In addition to terms described in the Recitals or throughout this Master Deed (if any), when used herein, the following terms shall have the definitions set forth below:

Section 1.1 "**Association**" means the BridgeTender Homes Owners' Association, Inc. a Tennessee not-for-profit corporation, which shall have as its members all of the Owners of Units and which shall be responsible for the care, management and supervision of the Project.

Section 1.2 "**Board**" means the Board of Directors of the Owners' Association.

Section 1.3 "**Building**" means the structure located or to be located upon the Land which will be constructed in accordance with the Plans prepared for the Developer.

Section 1.4 "**Bylaws**" shall mean the Bylaws of the Association which are attached to and made a part of this Master Deed as Exhibit B, as they may be amended from time to time. The Bylaws are adopted and recorded pursuant to the provisions of this Master Deed and the Act.

Section 1.5 "**Common Elements**" means the General Common Elements and Limited Common Elements as defined herein.

Section 1.6 "**Common Expenses**" means actual or anticipated expenditures for the Common Elements made by or financial liabilities of the Association, together with any allocations to reserves.

Section 1.7 "**Co-Owner**" or "**Owner**" means a Person, including the Developer, who owns a Unit within the Project, but excluding any Person having any interest in any Unit solely as security for the performance of an obligation, and as further defined in the Act.

Section 1.8 "**General Common Elements**" shall include, as applicable:

- (a) The Land;
- (b) The foundations, roof, sidewalks;
- (c) The dumpster pad and trash service enclosure area;
- (d) Pipes, ducts, electrical wiring and conduits, and any central services such as power, light, gas, cold and hot water, refrigeration, reservoirs, water tanks and pumps, and the like that support the Common Areas of the Building, if any, except as may be situated within or which only serves a single Unit or one or more adjoining Units as an inseparable appurtenance thereto.
- (e) The sewer lines, serving the Units;
- (f) Storm water retention areas, piping, manholes, inlets, etc., if any;
- (g) In general, all devices, installations, elements, fixtures and equipment existing or located upon or in the Project for common use or rationally of common use or necessary to the existence, upkeep and safety of the Project established by this Master Deed. If any item is mentioned in this Section, but is not included in the Project as finally completely, Developer has no obligation to construct such item(s), unless the lack of such item(s) would have a material adverse effect upon the Project.

Section 1.9 "**Limited Common Elements**" shall mean all elements contiguous to and/or exclusively serving a single Unit or adjoining Units as an inseparable appurtenance thereto, the enjoyment benefit or use of which is reserved to the lawful Occupants of such Unit or Units either in this Master Deed, in the Plans or by the Board. Such Limited Common Elements include, but shall not be limited to, shared stoops, private balconies, entry areas and/or entry gardens depicted and so designated on Exhibit C, which are adjacent to Units and/or which serve only a single Unit, HVAC equipment serving a single Unit, or party walls serving to adjoining Units, as an inseparable appurtenance thereto.

Section 1.10 "**Majority**" or "**Majority of Owners**" means the Owners of more than fifty percent (50%) of the percentage ownership in the Common Elements as set forth in Exhibit D.

Section 1.11 "**Master Deed**" means this instrument, by which the Project is submitted to the provisions of the Act, as this instrument may from time to time be amended.

Section 1.12 "**Occupant**" means a person or persons in lawful possession of a Unit, regardless of whether such person is an Owner.

Section 1.13 "**Person**" means an individual, firm, corporation, partnership, limited liability company, association, trust, government or governmental agency or other legal entity or any combination thereof.

Section 1.14 "**Plans**" mean the plat of site plan, floor plans, and other layouts of the Units which are being recorded simultaneously herewith as Exhibit C and which is hereby made a part of this Master Deed.

Section 1.15 "**State**" shall mean the State of Tennessee.

Section 1.16 "**Unit**" shall mean each enclosed space not used in common with other Units, including the garage that is attached to each enclosed space, as described in Exhibit C attached hereto.

Section 1.17 "**Governing Documents**" shall mean this Master Deed, the Bylaws, the Charter of the Association, and the Rules and Regulations.

ARTICLE 2

LAND SUBMITTED BY DEVELOPER TO CONDO REGIME – PROPERTY RIGHTS

Section 2.1 Ownership. Developer is the fee simple owner of the Land.

Section 2.2 Declaration of Developer. Developer does hereby declare its intention to establish a condominium regime on the Land and does hereby submit to the condominium regime in accordance with the Act the Land, together with all buildings, improvements and structures now located or hereafter constructed on the Land, and all easements, rights and appurtenances belonging thereto. The condominium regime shall continue as such forever unless terminated in the manner provided in this Master Deed or the Act. The exercise by the Developer of any rights hereunder does not obligate the Developer to exercise or construct any other improvements on the Land.

Section 2.3 Ownership of Units. Each Unit shall be held by the Unit Owner(s) in fee simple. Each Unit may be individually transferred, conveyed and encumbered, and may be the subject of ownership, possession, mortgage or sale and all other types of juridic acts inter vivos or mortis causa, as if it were solely and entirely independent of the other Units in the Project, and the corresponding individual titles and interest shall be recordable.

Section 2.4 Exclusive Ownership. An Owner of a Unit shall have an exclusive ownership of his Unit and shall have a common right to share with other Owners in the General Common Elements as provided in this Master Deed. Each Unit Owner may use the General Common Elements in accordance with the purposes for which they are intended, subject to such reasonable rules and regulations as may be promulgated by the Association from time to time ("**Rules and Regulations**").

Section 2.5 Easements. Developer reserves to itself and its successors and assigns a non-exclusive easement for vehicular and pedestrian ingress and egress and utilities over and across all General Common Elements of the Project to discharge any obligations or rights of Developer and to construct any additional improvements upon the Land. This Easement to Developer shall terminate six (6) years following the date of the sale of the last Unit by Developer.

ARTICLE 3

DESCRIPTION OF THE PROJECT

AND INDIVIDUAL UNITS

Section 3.1 Name of Project. The name of the Project shall be "The BridgeTender Homes."

Section 3.2 Description. The Plans, including the floor plans of individual Units and the Common Elements within the Project, are as set forth in Exhibit C attached hereto.

Section 3.3 Unit Boundaries. Each Unit shall have the following boundaries:

(a) Upper and Lower (horizontal) Boundaries. The upper and lower boundaries of the Unit shall be the following boundaries extended to an intersection with the vertical boundaries:

- (1) Upper Boundary: The horizontal plane of the bottom surface of the unfinished lower interior surface of the uppermost ceiling.
- (2) Lower Boundary: The horizontal plane below the garage slab.
- (3) The ceiling beams and the floor joists shall be Limited Common Elements.

(b) Vertical (perimetric) Boundaries: The interior vertical boundaries of the Unit shall be the vertical plane measured (i) from the outer exterior walls to the other outer exterior wall, and (ii) from the outer exterior walls to the midpoint of the interior walls where the Unit's sheetrock attaches to the studs of the adjoining Unit; or, for the four (4) Units not on an end-cap, from the two the midpoints of the interior walls where the Unit's sheetrock attaches to the studs of the adjoining Unit on each side. The exterior vertical boundaries of the Unit shall be the vertical planes where the exterior side of the Unit's sheetrock attaches to exterior studs together with the interior surface of window casings and window frames.

Section 3.4 Additional Description of Unit. Without in any way limiting the Unit boundaries as defined above, a conveyance of any Unit shall include all utility service lines, ducts and pipes within the boundaries, including, but not limited to, lines, ducts and pipes for water, sewage, gas and electricity, heating, air conditioning and ventilation. A Unit shall also include all carpeting, linoleum or other floor surfacing, all wallpaper, paint and other wall surfacing materials, range, disposal, hot water heater, and air conditioning unit regardless of whether inside or outside the said Unit boundaries. All such items shall be the responsibility of the Unit Owner unless specifically stated as the responsibility of the Association. Each initial conveyance shall include all fixtures within the Unit boundaries at the time of conveyance.

If any chutes, flue, duct, wire, conduit, bearing wall, bearing column, or any other fixture lies partially within and partially outside the designated boundaries of a Unit, any portion thereof serving only that unit is a limited common element allocated solely to that Unit, and any portion thereof serving more than one (1) Unit or any portion of the common elements is a part of the common elements. Any doorsteps or balconies, and all exterior doors and windows or other fixtures designed to serve a single Unit, but located outside the Unit's boundaries, are limited common elements allocated exclusively to that Unit.

The approximate dimensions of each Unit shall be as shown in the illustrations, which are attached hereto as part of Exhibit C. Unit Owners acknowledge that due to construction, there may be minor variations between the illustrations shown on Exhibit C and the as-built Unit.

If, after construction, any portion of the General Common Elements shall encroach upon the boundaries of any Unit, or if any Unit or Limited Common Element shall encroach upon the boundaries of any other Unit or upon any portion of the General Common Elements, or if any such encroachment shall occur hereafter as a result of settling or shifting of any Unit or facility, a valid easement for such encroachment and for the maintenance of the same shall exist so long as the Building or appurtenant facility stands. If the Building, Units, or Common Elements having an easement as described above shall be partially or totally destroyed as a result of fire or other disaster or as a result of condemnation or eminent domain proceedings, the Building, Units or Common Elements shall continue to have said easement for the purpose of reconstruction in accordance with the Bylaws, and upon such reconstruction, the said easement, if needed, shall continue to exist for encroachment and maintenance of same.

Section 3.5 Relocation of Unit Boundaries and/or Combining of Units. So long as Developer owns any Unit, Developer reserves the right to combine adjoining Units into one Unit and to relocate the Unit boundaries between adjoining (side-by-side) Units. If Units are combined, the Common Element interests and assessments of such Units shall likewise be combined. Votes shall be calculated on a Unit basis, that is, if two Units are combined, such Unit Owner shall have two votes. Developer shall have the right to amend this Master Deed to reflect such combined Units. The relocation of Unit boundaries and/or combining of Units shall be accomplished by an amendment to this Master Deed. The Developer does not need any approval or signatures from other Unit Owners to combine Units or to record the amendment. There shall be an easement in the General Common Elements between the closest adjacent walls between such combined Units for the creation and maintenance of access between such Units and for such electrical, plumbing, HVAC and other aspects of combining such Units as may be reasonably desirable or appropriate.

Interior walls are load bearing walls and may contain electrical, plumbing or mechanical systems. Such walls and such systems may not be interfered with during any remodeling of Units. All remodeling that may impact load bearing walls or any other feature outside the Unit boundary must be approved by the Board (except for Developer Unit combinations).

Section 3.6 Easement for Developer and Association. If and for as long as Developer or its construction contractor might be liable under any warranty, whether statutory, express or implied, for acts or omissions of Developer or the construction contractor in the development, construction, sale, resale, leasing, financing and marketing of the Units, then Developer and its contractors, agents and designees shall have the right, in Developer's sole discretion and from time to time, without requiring prior approval of any Owner or any consideration to be paid by the Developer (provided, however, that absent an emergency situation, Developer shall provide reasonable advance notice), to enter the Units, Common Elements and Limited Common Elements, for the purpose of inspecting, testing and surveying same to determine the need for repairs, improvements and/or replacements, and effecting such repairs, improvements and/or replacements, so that Developer can fulfill any of its warranty obligations, if any. Developer's only warranty obligations are those set forth in any Builder's Warranty provided at the time the Units are sold. The Association's or any Unit Owner's failure to grant, or to interfere with, such access, shall alleviate the Developer or contractor from having to fulfill any warranty obligations it may have and the costs, expenses, liabilities or damages arising out of any unfulfilled warranty claims will be the sole obligation and liability of the Person who impedes Developer's access as described herein. Nothing herein shall be deemed or construed as the Developer making or offering any warranty; all warranties being disclaimed, except those expressly set forth below or in the applicable Purchase Agreement.

Section 3.7 Calculation Method. Each Owner, by acceptance of a deed or other conveyance of a Unit, understands and agrees that all measurements shown on Exhibit C are approximate and other permitted changes to the Unit, actual square footage of a Unit may also be affected. By accepting the deed and title to a Unit, the applicable Owner(s) shall be deemed to have conclusively agreed to accept the size and dimensions of the Unit, regardless of any variances in the square footage from that which may have been disclosed at any time prior to Closing, whether included as part of Developer's promotional materials or otherwise. Without limiting the generality of this Section, Developer does not make any representation or warranty as to the actual size, dimensions (including ceiling heights) or square footage of any Unit and each Owner shall be deemed to have fully waived and released any such warranty. Square footage shown on Exhibit C has been computed by the Project architects.

Section 3.8 Owners' Association. The Owner's Association is hereby granted a reasonable right of entry on any Unit to perform emergency repairs or to do other work reasonably necessary for the proper maintenance of the Project. In addition, the Owners' Association shall have the right to grant permits, licenses and easements over the General Common Elements for utilities, roads and other purposes necessary for the proper operation of the Project.

ARTICLE 4

TITLE AND OWNERSHIP OF UNITS

Section 4.1 Unit Ownership. Each Unit Owner shall have an exclusive ownership of his Unit and shall have a common right to share, with other Owners, in the General Common Elements of the Project as the same are defined and described herein. Each Unit Owner may use the General Common Elements in accordance with the purposes for which they are intended, subject the Rules and Regulations.

Section 4.2 Unit Deeds. The deed to each Unit shall be recorded in the same manner and subject to the same provisions of law as are other deeds. Likewise, mortgages or deeds of trust on each Unit shall be recorded subject to the provisions of law applicable thereto.

Section 4.3 Conveyance of Interest in Units. Any conveyance of an individual Unit whether by voluntary or involuntary transfer, judicial sale, or encumbrance shall also convey the undivided interest of the Owner in the Common Elements, both General and Limited, appertaining to such Unit without specifically and particularly referring to the same. Any transfer shall convey any rights an Owner may have in any fund or accounts held or maintained by the Owners' Association for the benefit of the Unit Owner. Any sums contributed by a Unit Owner will not be refunded upon any sale of a Unit. All future Owners or occupants of a Unit shall be subject to all covenants, restrictions, liens, charges and assessments created by this Master Deed or the Bylaws or otherwise.

Section 4.4 Unit Owner's Interest in Common Elements. The percentage of undivided interest in the Common Elements pertaining to each Unit (the "**Percentage Interests**"), shall be as set forth in Exhibit D attached to and made a part of this Master Deed.

Section 4.5 No Partition. The General Common Elements shall remain undivided and shall not be partitioned by judicial proceedings or otherwise. No Unit or the undivided interest in the Limited Common Elements incidental thereto shall be partitioned by judicial proceedings or otherwise.

Section 4.6 Right to Use of General Common Elements. Each Owner, Occupant, and Owner's or Occupant's tenants, family members and invitees shall have the right, along with the other Owners, to share in the joint use and enjoyment of the General Common Elements within the Project, subject to the Rules and Regulations. Each Owner and Occupant shall have the unrestricted right to use the General Common Elements for access, ingress and egress to his Unit. Each Unit Owner shall have the right to the exclusive use of the Limited Common Elements serving such Unit or with adjoining Units.

ARTICLE 5

COMMON ELEMENTS; PARKING

Section 5.1 Limited Common Elements and Ownership of Common Elements.

(a) Use of the Limited Common Elements is reserved to the lawful Occupants of Unit or Units served by such Limited Common Elements. Any balconies, patios and entry areas serving only a

specific Unit as delineated on Exhibit C shall be Limited Common Elements subject to the Rules and Regulations.

(b) The ownership interest in the Common Elements shall be an undivided interest and shall remain undivided. Common Elements may not be conveyed, transferred or encumbered separate from the ownership of a Unit. Any Unit Owners shall have the right to use Common Elements (except for Limited Common Elements) in conjunction with other Unit Owners and subject to the Rules and Regulations.

Section 5.2 Maintenance of Limited Common Elements. The Owner shall have full responsibility for the maintenance, repair and replacement of Limited Common Elements, the use of which is restricted to and reserved solely for such Unit, unless otherwise specifically assumed by the Association, as set forth herein. All studs shall be considered General Common Elements and maintained by the Association. Doors, window glass, sills and frames are the responsibility of the Owner. Repair, replacement and maintenance of the balconies and parking areas are the responsibility of the Association.

Section 5.3 Amenities. So long as Developer owns any Units in the Project, Developer may add amenities or equipment to the General Common Elements or relocate such amenities provided such relocation does not lessen their respective or proposed usage.

ARTICLE 6

RESTRICTIONS

Section 6.1 General Restrictions. Each Owner shall comply with and shall require all Occupants to comply with all provisions of this Master Deed and the Rules and Regulations. In addition, the following restrictions shall apply to each Unit and the Project as a whole:

(a) No illegal or offensive trade or activity shall be carried on upon or within any Unit nor shall anything be done thereon which may be or become an annoyance or nuisance, including, without limitation, activities which may cause unreasonable noise and/or unsightly conditions. No sound shall be emitted on any part of the Project which is unreasonably loud or annoying. No odor shall be emitted on any part of the Project which is offensive to others.

(b) No animals (other than common domesticated household pets, such as dogs, cats, fish or birds ("pets")), livestock or poultry of any kind shall be raised, bred, or kept on or in any of the Units or Limited Common Elements. The Board will have the authority, after notice, to impose fines on a pet owner for any violation of the Rules and Regulations by the owner's pet and may also require a pet owner to remove an offending pet from the Project permanently upon continuing violations or unresolved complaints. Each Owner shall prevent his pet(s) from soiling walks, paths, and other portions of the Common Elements and, if so soiled, the pet owner shall immediately clean the area and properly dispose of such waste. When in the common areas, pets must be carried, be in an approved pet carrier or on a leash.

- (i) A maximum of two dogs or two cats, or one of each, may be kept in any Unit. A dog may not exceed sixty (60) pounds.
- (ii) Any pet must be housed and maintained exclusively within the pet owner's Unit, except when under the direct control of the pet owner, as provided above. Outdoor pet houses, shelters or enclosures of any type are prohibited. No pet may be left unattended outdoors.
- (iii) Pet owners are responsible to pay for any damage to the Project caused by their pets, and are obligated to hold harmless and indemnify the Association, and its officers and directors, against any loss, claims or liability arising out of any act by their pet.
- (iv) Notwithstanding the foregoing, no language herein or in the Rules and Regulations shall be imposed which restrict the keeping of medically necessary or assistive animals for a disabled or handicapped person in violation of any applicable state or federal statutes or regulations. However, such animals are subject to the same behavioral standards as other pets.
- (c) No signs whatsoever, unsightly objects, or nuisances shall be erected, placed or permitted to remain on the Project, nor shall the Project be used in any way or for any purpose which may endanger the health or unreasonably disturb other Owners. No business activity of any kind other than electronic, internet or telephonic business not requiring customers to visit such Unit, shall be conducted in any Unit or in any portion of the Project; provided that the renting of Units shall not be considered a "business activity" for purposes of this Master Deed. The Developer reserves the right to maintain model units, sales offices and to place signs at the Project so long as the Developer still owns any Unit.
- (d) No flags (other than an American flag), flag poles, wind socks, elevated bird houses or solar panels are allowed. No Owner shall hang, erect, affix, mount, or place anything upon any of the exterior of the Building, and nothing shall be placed on exterior walls or roofs or in windows or on doors of the improvements which would create an unsightly appearance from the outside.
- (e) All garbage, gardening materials, accumulated waste and trash shall be kept inside the Units.
- (f) No Owner shall violate the Rules and Regulations.
- (g) Without prior written approval and the authorization of the Association, no exterior antenna, satellite dish or other similar device may be erected, placed, allowed or maintained upon any portion of the Project. If approved, the Association may decide upon and dictate particular placement and structure of such device as a condition to approval, subject to the provisions of applicable laws, codes, ordinances and regulations. The Association may grant easements to third party providers for cable or satellite television and internet service.
- (h) All sidewalks and entrances to the Units shall be unobstructed at all times.

(i) By acceptance of a deed for his Unit, each Owner acknowledges and agrees that sound transmission in a building with multiple Units is difficult to control and that noises from adjoining or nearby Units or mechanical equipment or Common Elements may be heard in another Unit. Developer makes no warranty or representation regarding the level of sound transmission in the Units. Owner waives and releases Developer from such warranty and any claim for damages resulting from sound transmission.

(j) To provide an appropriate streetscape and a pleasing exterior, the Board shall have the right to establish standards for all window treatments, which are visible from the exterior.

(k) The Board shall have the right to establish minimum requirements for outdoor furniture on balconies and other personal property that may be maintained on a balcony.

Section 6.2 Enforcement. Developer and the Association are authorized to promulgate, amend and enforce the Rules and Regulations. A copy of the Rules and Regulations shall be furnished to each Owner. All present and future Owners, Occupants, and guests are subject to and shall comply with the Rules and Regulations. The use, acquisition or occupancy of a Unit shall constitute agreement by such person to be bound by this Master Deed and the Rules and Regulations. The Association may adopt enforcement provisions for violations, including written warnings and fines and if applicable, removal of offending property. Violation of the provisions of the Master Deed or the Rules and Regulations shall give the Board the right to abate, enjoin or seek any remedy, including damages, by appropriate legal procedures. All costs of enforcement shall be a personal obligation of the defaulting Owner and shall be a lien against the Unit, and the Association may enforce such lien, together with all damages awarded and lawful interest after judgments, against such Unit Owner.

ARTICLE 7

DUTIES AND OBLIGATIONS OF UNIT OWNERS

Section 7.1 (a) Maintenance and Repair. Each Owner shall at his expense keep the interior of his Unit and its equipment and appurtenances in good order, condition and repair, and in a clean and sanitary condition and shall do all redecorating and interior painting, which may at any time be necessary to maintain the good appearance and condition of his Unit. Each Unit Owner shall be responsible for repair or replacement of any plumbing fixtures, water heaters, furnaces, lighting fixtures, electrical wiring and equipment, household appliances and air conditioning equipment located within such Unit or located outside such Unit but constituting a Limited Common Element serving such Unit. Each Unit owner shall keep the entry area, balcony, and any other item constituting a Limited Common Element serving such Unit in a clean and sanitary condition and neat and presentable so as to not detract from the Project.

(b) Responsibility. The Association is responsible for the maintenance, repair and replacement of the Common Elements (except for any items that are expressly the Owner's responsibility, as described above).

(c) Additions, Alterations and Improvements . No Owner may make any addition or alteration to a Unit, the Common elements or Limited Common Elements or do any other act that would endanger the structural integrity or safety of any part of the Project. Structural alterations within a Unit may be made only with the written consent of the Owners' Association after review of any plans. No alteration of any kind may compromise sound dampening, the fire rating of any walls, or affect mechanical systems servicing more than one (1) Unit. Likewise, a Unit Owner may not install in-wall or in-ceiling speakers or similar equipment if such installation might cause the transfer of sound to another Unit.

(d) Subdivision . No Unit may be subdivided into two or more separate Units.

Section 7.2 Taxes and Insurance. Each Owner shall maintain accounts in its own name for, and pay fully, all expenses attributable solely to his Unit, including but not limited to (i) insurance premiums for personal property/contents coverage as described in Section 7.5 and general liability coverage, and (ii) taxes. Each Unit Owner shall name the Association as an additional insured on its general liability insurance policy and shall provide to the Association annually an insurance certificate evidencing such prepaid annual coverage.

Section 7.3 Expenses and General Maintenance Repair. Each Unit Owner shall contribute an amount equal to his Percentage Interest as his share of all expenses of maintenance and repair of the Common Elements incurred by the Association on behalf of all Owners. The Association's determination of which expenses shall be subject to such prorata contribution shall be binding upon all Owners and no Owner may exempt himself from contributing towards such expenses by waiver of the use or enjoyment of the Common Elements, or by abandonment of the Unit which he owns, or by claiming that he has not been benefited by such expenses or by any other means.

Section 7.4 Damages. Notwithstanding any other provisions of this Master Deed, each Owner shall replace or repair at his own expense, any damage to another Unit or any portion of the Common Elements resulting from his acts or the acts of Occupants or family, servants, agents or guests, invited or otherwise, or the family, servants, agents or guests, invited otherwise, of such Occupants, if such damage is not fully covered by the proceeds of an insurance policy held by the Association. The Association shall have the right to remedy or repair any such damage immediately and to charge the responsible Owners for such remedy or repair or to seek reimbursement from the Owner's insurance.

Section 7.5 Owners' Insurance. Each Owner shall be responsible for, and may purchase and maintain an insurance policy to cover, personal property within the Unit.

ARTICLE 8

COVENANT TO PAY ASSESSMENTS AND LIEN

Section 8.1 Covenant to Pay Assessments. By acceptance of a deed for a Unit, whether or not it shall be so expressed in such deed, each Owner covenants to pay such assessments as may be levied

against him and his Unit by the Association. No Unit Owner may withhold his assessment or claim any type of offset. Assessments shall begin on the date of the first conveyance of any Unit by the Developer. Each Owner agrees, by purchase or ownership of a Unit, to accept and be governed by all provisions in the Governing Documents, as each may from time to time be amended, relating to assessments levied by the Association. This covenant to pay assessments shall be a charge on each Unit and a covenant running with the land.

Section 8.2 Developer's Assessments. Notwithstanding any provisions of this Master Deed, the Developer, as owner of Units within the Project, shall not be responsible for or obligated to pay assessments toward the expenses of the administration, maintenance and repair of the Common Elements of the Project, or for contributions to capital reserves. The Developer shall be responsible for the prorata portion of any insurance premiums attributable to completed but unsold Units. The Developer shall be entitled to credit against any Common Expenses it owes any sums it has advanced in payment of Common Expenses occurring from and after the date of recording of this Master Deed.

Section 8.3 Lien for Unpaid Assessments. Any assessment against a Unit shall become due and payable at the time and in the manner provided for in this Master Deed and in the Bylaws. Any payment of an assessment which has not been received by the Association within thirty (30) days after the date it is due shall be delinquent without further notice to the Owner, and such delinquent assessment, together with interest as provided in the Bylaws, costs of collection and reasonable attorneys' fees shall be a charge upon the Unit and shall be a continuing lien upon the Unit until fully paid, and shall further be a personal obligation of the Owner. The personal obligation for a delinquent assessment, interest, costs and reasonable attorneys' fees shall not pass to such Owner's successors in title, unless expressly assumed by them.

The lien securing any unpaid assessments shall be subordinate to liens for real estate taxes on the Unit and to mortgages and other liens of record on such Unit recorded or attaching prior to the time when the lien for unpaid assessments shall attach. The lien for unpaid assessments shall take precedence over any subsequent judgment, attachment or claim of title of any trustee in bankruptcy.

Section 8.4 Enforcement of Liens. For and in consideration of the privileges, protections, mutual enjoyment and use of the Common Elements and the Project and the premises contained herein, the receipt of which is hereby acknowledged, and any assumption of the obligations by transferees as required hereunder and to secure the payment of assessments for Common Expenses, principal, interest and attorney fees (herein the "**Indebtedness**"), the Owners expressly grant the Association a lien on every Unit in the amount of each Unit's prorata interest in the Common Elements.

Section 8.5 Enforcement.

In the event that any Owner or other Person fails to comply with any of the provisions of the Governing Documents, the Association and any Owner shall have full power and authority to enforce

compliance with such instruments or documents, in any manner provided for in the Governing Documents, at law or in equity, including commencing an action for damages, to enjoin the violation or specifically enforce the provisions of the Governing Documents, and to enforce the liens provided for in this Master Deed or by law, including the foreclosure of any such lien and the appointment of a receiver for an Owner and the right to take possession of the Unit of any Owner in any lawful manner. The violation of any provision contained in this Master Deed or the Rules and Regulations that would create a hazardous condition at the Project shall give the Board the right, in addition to any other rights provided for in this Master Deed, (a) to enter (either peaceably or forcibly without liability to such Unit owner for such entry) upon the Unit or any portion of the Project upon which or as to which such violation or breach exists, and to summarily abate and remove, at the expense of the defaulting Owner, any structure, thing or condition that may exist thereon contrary to the intent and meaning of the provisions hereof, and the Board, or its employees or agents, shall not thereby be deemed guilty in any manner for trespass; or (b) to enjoin, abate or remedy by appropriate legal proceedings, either at law or in equity, the continuance of any breach. All sums payable pursuant to this Declaration which become delinquent shall bear interest at the rate of 1.5 percent (1½%) per month or the then maximum rate permitted by law, whichever is less, commencing on the date such payment becomes delinquent. Each Person who becomes delinquent in the payment of any amount due the Association shall pay to the Association a late charge of \$50.00, or such other amount as may be determined by the Board from time to time, for each delinquent payment. Each Person who becomes delinquent in the payment of any amount due the Association shall be liable for all reasonable costs and attorneys' fees incurred by the Association with respect to collection of delinquent amounts, which costs and fees shall be the personal obligation of each Owner at the time each Assessment becomes due and payable and shall be a lien and charge upon the Unit against which such Assessment is made. All enforcement powers of the Association shall be cumulative.

ARTICLE 9

MEMBERSHIP AND VOTING RIGHTS IN THE OWNERS' ASSOCIATION

Section 9.1 Voting Rights. The aggregate number of votes for all members of the Association shall be 6.5, and the Owners of each Unit shall have the number of votes assigned to the respective Unit on Exhibit D. If two or more Units should be combined into one Unit, the Owner of such combined Units shall be entitled to the aggregate number of votes per each Unit existing prior to the combination of Units.

Section 9.2 Persons Entitled to Vote. When more than one Person holds an interest in any Unit, all such Persons shall be members. The vote for such Unit shall be exercised as they, among themselves, determine or as provided in the Bylaws, but in no event shall more than one vote (worth the number of votes assigned to such Unit) be cast with respect to any Unit. No Person holding title to a Unit

solely as security for any debt or obligation shall be considered an Owner of such Unit or entitled to cast a vote on behalf of such Unit.

ARTICLE 10

POWERS, DUTIES AND OBLIGATIONS OF ASSOCIATION AND DEVELOPER

Section 10.1 Duties of Association: Hazard Insurance. The Association shall be fully responsible for the operation, care, upkeep, maintenance and repair of the General Common Elements and any Limited Common Elements. The Association shall be responsible for the determination, levying and collecting of all assessments against all Units. The Association shall also have the power to levy additional assessments and collect sums for the remedy of any emergency conditions which may arise or exist within the Project and for the construction or erection of additional recreational or other common facilities deemed in the best interest of the Project.

The Association shall have the authority to and shall obtain insurance for the Project (including all Units) against loss or damage by fire, vandalism, malicious mischief and such other hazards as are covered under standard "all-risk" coverage provisions, for the full insurable replacement cost of same, as a Common Expense, and against such other hazards and for such amounts as the Board deems advisable. On an annual basis, the Board shall assess the amount of the policy (based on the cost of restoring the Project to substantially the same condition in which it existed prior to damage or destruction) and shall make adjustments when necessitated in the Board's reasonable discretion. In no event shall the Association be obligated to insure against lost rental income of any Unit Owner. Insurance coverage maintained by the Association shall be written in the name of the Association, for the benefit of each Unit Owner in direct ratio to said Unit Owner's Percentage Interest. Each such policy also shall contain, if possible, a waiver of any rights of the insurer to contributions from hazard insurance purchased by a Unit Owner covering the contents and furnishings of his Unit. The Board shall notify all Persons insured under such policy in the event of any cancellation thereof.

Section 10.2 Assessments. The Association shall determine the amounts required for the insurance, operation, care, upkeep, maintenance and repair of the General Common Elements and any Limited Common Elements which are to be maintained pursuant to this Master Deed and for the satisfaction of the duties and obligations of the Association and conduct of the affairs of the Association.

Section 10.3 Delegation of Duties. The Association shall have the right and power to delegate any of its rights, powers, duties or obligations to a manager or agent duly authorized by the Association.

Section 10.4 Limitation of Liability. Developer, the Association, the Board, or any of their managers or agents, shall not be liable for any deficiency in the Buildings or any of the Units or for failure of utility service or for injury or damage to persons or property caused by the elements or by another Owner

or Person, or resulting from electricity, gas, water, rain, dust or sand which may leak or flow from outside or from any part of the building, or from any of its pipes, drains, conduits, appliances, or equipment, or from any other place. This provision is not intended to limit the liability which any contractor or materialman may have under a builder's or materialman's warranty.

Section 10.5 Indemnification of Directors. Each director, officer, employee, manager and agent of the Association and the Developer shall be indemnified by the Association against all expenses and liabilities including attorneys' fees reasonably incurred or imposed upon him in connection with any proceeding to which he may be a party, or in which he may become involved by reason of his being or having been a director, officer employee, manager or agent of the Association or the Developer, or any settlement thereof, whether or not he is a director, officer, employee, manager or agent of the Association or Developer at the time such expenses are incurred. However, such indemnification shall not apply in cases where the director, officer, employee, manager or agent of the Owners' Association or the Developer is adjudged guilty of a willful misfeasance or malfeasance in the performance of his duties; provided that in the event of a settlement, the indemnification shall apply only when the Board approves such settlement and reimbursement as being in the best interest of the Association.

ARTICLE 11

TAXATION OF UNITS AND COMMON ELEMENTS

Section 11.1 Taxation of Units. In accordance with the provisions of Section 66-27-250 of the Act, taxes, assessments and other charges of any taxing unit of the State of Tennessee or of any political subdivision or of any other taxing or assessing authority shall be assessed against and collected on each individual Unit, each of which shall be carried on the tax books as a separate and distinct entity for that purpose, and not on the Project as a whole.

Section 11.2 Common Elements. The valuation of the General Common Elements shall be assessed proportionately among the Owners of Units within the Project in accordance with their respective Percentage Interest. No separate tax or assessment may be rendered against any common elements.

Section 11.3 Taxation of Entire Project. In the event that any political subdivision, taxing or assessing authority should require that the entire Project be taxed as a whole, each Owner shall contribute to such tax levy, as a Common Expense, in accordance with the Owner's Percentage Interest.

ARTICLE 12

ADOPTION OF BYLAWS AND APPOINTMENT OF INTERIM BOARD OF DIRECTORS

Section 12.1 Bylaws. Upon the execution of this Master Deed, the Developer as the sole Owner of all Units, shall adopt Bylaws for the Owners' Association which will be recorded simultaneously with this Master Deed and shall be binding upon all initial and subsequent purchasers or Owners of Units within the Project in the same manner as are the provisions of this Master Deed. For purposes of the Act, all provisions contained in the body of this Master Deed dealing with the administration of the Project shall be deemed to be a part of the Bylaws.

Section 12.2 Board of Directors. Upon the recording of this Master Deed and the Bylaws, the Developer shall appoint an interim Board, each of whom shall serve until their successors are elected as provided in the Bylaws. The interim Board shall have all of the powers and authority granted to the Board in the Bylaws.

ARTICLE 13

MISCELLANEOUS PROVISIONS

Section 13.1 Leasing and Transfer of Units; Association's Purchase of Units.

(a) Any lease, license, or rental agreement must be in writing, and shall subject the lessee or licensee to all of the obligations under the Master Deed and Bylaws. No Unit Owner may lease less than his entire Unit. Leasing its Unit shall not relieve an Owner from any obligations under this Master Deed. Each Owner who leases his Unit irrevocably authorizes the Board to enforce the Rules and Regulations and the provisions of this Master Deed against any Occupant who fails to comply with them.

(b) The Board of Directors shall have the power and authority to bid and purchase, for and on behalf of the Owners' Association, any Unit or interest therein at a sale pursuant to a deed of trust or mortgage foreclosure, a foreclosure of the lien for Common Expenses under the Act, or an order or direction of a court, or at any other involuntary sale, upon the consent or approval of the remaining Owners of Units at the Project. Such consent shall set forth a maximum price the Board or its duly authorized agent may bid and pay for said Unit.

(c) The Board shall have authority to make such mortgage arrangements and special arrangements as the Board may deem desirable (and in accordance with any conditions contained in the remaining Owners' consent) in order to close and consummate the purchase of a Unit by the Association, including executing any note, deed of trust, mortgage or other instrument necessary to obtain or evidence such arrangements. However, no such financing arrangement may be secured by an encumbrance on any interest in the Project other than the purchased Unit and the percentage interest in the Common Elements appurtenant thereto.

Section 13.2 Right of Developer to Sell, Rent or Lease Units. Notwithstanding any other provisions or restriction in this Master Deed, and without compliance with the provisions of Section 13.1, the Developer, or any designee for the benefit of Developer, shall have the right, in its sole discretion, to sell, rent or lease any Unit which it owns upon such terms as Developer or such designee may determine. If Developer or such designee rents or leases a Unit, Developer or such designee shall nevertheless remain the Owner of such Unit for all purposes hereunder.

Section 13.3 Insurance. Developer and all Unit Owners agree and covenant that the Project including all General and Limited common Elements shall be insured against risks as set forth in the Bylaws. In the event of fire or any other disaster, the insurance indemnity shall be applied to reconstruct the damaged portions of the Project as appropriate, in the manner and with the exceptions set forth in the Master Deed, the Bylaws and the Act.

Section 13.4 Eminent Domain. Whenever all or part of the Common Elements shall be taken by eminent domain, the Association shall represent the Owners in negotiations, settlements and agreements with the condemning authority. Each Owner shall be entitled to notice thereof, but in any proceedings for the determination of damages, such damages shall be determined for such taking, injury or destruction as a whole and not for each Owner's interest in its Unit. The award or proceeds of settlement shall be payable to the Association for the use and benefit of the Owners and their mortgagees as their interests may appear. Each Unit Owner hereby appoints the Association as its Attorney-in-Fact for these purposes.

Section 13.5 Waiver of Homestead. All Owners waive any homestead rights which he may have in such Unit and further agree that in the event it is necessary to sell such Unit to satisfy a lien for unpaid assessments, such sale shall be free of any such homestead rights.

Section 13.6 Covenants Run with the Land. Each of the covenants, restrictions and conditions of this Master Deed, and as the same may be subsequently amended, shall run with the Land.

Section 13.7 Amendment of Master Deed.

(a) Any provision of this Master Deed is subject to amendment by the Association, except that no provision concerning the rights of the Developer is subject to amendment without the written consent of Developer as long as the Developer owns any Unit.

Any proposed amendment to this Master Deed shall be considered at an annual meeting of the Owners or at a special meeting called for the particular purpose of considering such proposed amendment. All of the Owners shall be advised of such meeting not more than thirty (30) days or less than ten (10) days before such meeting and the notice shall set forth the substance of the proposed amendment.

Any amendment to this Master Deed shall take effect only if such amendment receives the affirmative vote of seventy-five percent (75%) of the votes entitled to be cast by the Owners, provided that, Developer reserves the right to unilaterally amend the Master Deed for a period of three (3) years from the

date of this Master Deed (except that any such amendment cannot change the voting rights or materially change the calculation of prorata interest in the Common Elements without the consent of the Owner so impacted).

(b) So long as the Developer owns one or more Units, no amendment to the Master Deed, the Bylaws or the Rules and Regulations shall be adopted that could unreasonably interfere with the sale, lease or other disposition by the Developer of Unit(s) or that could abridge, modify, eliminate or otherwise affect any right, power, easement, privilege or benefit reserved to the Developer hereunder or which would impose any discriminatory charge or fee against the Developer.

(c) No amendment may change the boundaries of any Unit, or the allocated interests of a Unit in the absence of the consent of all affected Unit Owners.

Section 13.8 Notices. Notices provided for in the Act, Master Deed or Bylaws shall be in writing, and shall be addressed to the Association or the Board, as the case may be, office, or at such other address as provided in accordance with the notice requirements. Notices to a Unit Owner shall be sent to the address of the Owner's Unit at the Project. The Association, Board, and Owners may designate a different address or addresses for notices to them respectively, by giving written notice to the Association. Notices addressed as above shall be deemed delivered when mailed, postage prepaid, by United States registered or certified mail, or when delivered in person or by courier with written acknowledgment of the receipt thereof.

Section 13.9 Severability. If any covenant, restriction or provision of this Master Deed or the Bylaws is held to be invalid or unenforceable for any reason whatsoever, such holding shall not affect, modify or otherwise impair, in any manner whatsoever, any other covenant, restriction or provision of this Master Deed and the remaining covenants, restrictions and provisions of this Master Deed shall remain in full force and effect.

Section 13.10 Gender and Number. The use of the masculine gender shall be deemed to include the feminine and neuter genders and the use of the singular shall be deemed to include the plural, and vice versa, whenever the context of this Master Deed so requires.

Section 13.11 Governing Law. This Master Deed is to be governed by and construed according to the laws of the State of Tennessee. If any provision herein is in conflict with any rule of law or statutory provision, particularly with the Act, then the terms of this Master Deed which conflict with any rule of law or statutory provision shall be construed so as to conform to such rule of law or statutory provision and if such construction is impossible, the provision shall be inoperative and null and void without affecting any other provision of this Master Deed.

Section 13.12 Captions. All captions used in this Master Deed or the Bylaws and any index or table of contents are used solely as a matter of convenience and shall not be considered or relied upon in construing the effect or meaning of any provision of this Master Deed or the Bylaws.

Section 13.13 Termination of Legal Status. Any action to terminate the legal status of the Project shall require agreement of all Unit Owners. Any distribution of funds in connection with the termination of the Project shall be based only on the Percentage Interest.

ARTICLE 14

SPECIAL DECLARANT RIGHTS

Section 14.1 Developer Control Period. Commencing upon organization of the Association and terminating on the earliest of the following dates: (a) 60 days after one hundred percent (100%) of the Units have been conveyed to owners other than Developer, or (b) the date that Developer, after giving notice to the Owners, records an instrument in the Register's Office of Hamilton County, Tennessee, voluntarily surrendering all rights to control the Association, Developer shall have the right to exercise all rights of the "Developer" under this Master Deed, and to elect the members of the Board.

Section 14.2 Easements. Developer:

(a) may grant easements through the Common Elements for the purposes of making improvements to and within the Land for the benefit of the Land or real estate outside the Land;

(b) may use, grant and reserve the easements and rights of way through, under, over and across the Land for the benefit of Developer, the Land or for real estate outside the Land for the installation, maintenance, inspection, repair and replacement of lines and appurtenances for public or private sewer, water, drainage, gas, electricity, telephone and other utilities. If damage is inflicted by the Developer in the exercise of the easement and rights granted by this Section, Developer shall promptly repair such damage to the condition existing prior thereto;

(c) may construct and maintain on the Land temporary buildings, structures and vehicles used for construction and administration purposes for use in connection with the construction of improvements and Units at or for the benefit of the Land; and

(d) may appoint or remove any officer of the Association or any Member of the Board of Directors.

Section 14.3 Sales Efforts by Developer.

(a) Developer reserves the right to locate and relocate a model unit, a management office or a sales office from time to time within the Project so long as there are unsold Developer Units. Developer further reserves the right to maintain one or more advertising signs, which may be placed in any location at the Project.

(b) Developer may conduct business activities, have signs¹ and billboards for the construction, maintenance, and sales of the Project during the construction and sales period of the Project and, provided further, that the Developer may maintain sales offices, management offices or models throughout the Project and in any Units owned by the Developer or for which permission has been granted to the Developer by the Owner of any such Unit.

(c) During the period of construction and sale of the Units, Developer may maintain upon such portion of the Project as Developer deems necessary, such facilities as may be reasonably required, convenient or incidental to the construction and/or sale of the Units, including, but without limitation, a business office, storage area, construction trailer, construction yards and signs.

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IN WITNESS WHEREOF, the undersigned, being the Developer herein, has executed this Master Deed on the day and year first above written.

Woodland Flats, LLC
a limited liability company

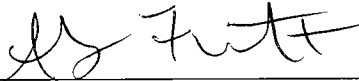


By: J. Matthew McGauley
Its: Member

STATE OF TENNESSEE
COUNTY OF HAMILTON

Before me, of the State and County mentioned, personally appeared J. Matthew McGauley, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledge to be Member of Woodland Flats, LLC, a limited liability company, and that as such officer on behalf of the limited liability company, being authorized to do so, executed the foregoing instrument for the purpose therein contained by signing the name of the limited liability company as such officer of said company.

WITNESS my hand and Notarial Seal at office the 21st day of February, 2020.



Notary Public
My Commission Expires: 04/13/2021

EXHIBIT A

LAND

IN THE CITY OF CHATTANOOGA, HAMILTON COUNTY, TENNESSEE:

Lot One (1), Final Plat, Lot 1, Woodland Flats, as shown by plat of record in Plat Book 100, page 35, in the Register's Office of Hamilton County, Tennessee.

TOGETHER WITH easements created in Declaration of Easements, Covenants, Conditions and Restrictions of record in Book 8367, page 21, in the Register's Office of Hamilton County, Tennessee.

REFERENCE is made for prior title to Deed of record in Book 10358, page 106, in the Register's Office of Hamilton, Tennessee.

SUBJECT TO all notes, stipulations, restrictions, easements, conditions and regulations as shown, described or noted on recorded plat.

SUBJECT TO Declaration of Easements, Covenants, Conditions and Restrictions of record in Book 8367, page 21, in the Register's Office of Hamilton County, Tennessee, but omitting any covenant or restriction based on race, color, religion, sex, handicap, familial status or national origin unless and only to the extent that said covenant (a) is exempt under Chapter 42, Section 3607 of the United States Code or (b) relates to handicap but does not discriminate against handicapped persons.

SUBJECT TO Concrete Drainage Swale and other improvements which appear at the Northwest corner of the property as shown on plat of record in Plat Book 100, page 35, in the Register's Office of Hamilton County, Tennessee.

SUBJECT TO 20-foot Power and Communication Easement as shown on plat of record in Plat Book 100, page 35, in the Register's Office of Hamilton County, Tennessee.

SUBJECT TO power pole and other improvements as shown on plat of record in Plat Book 100, page 35, in the Register's Office of Hamilton County, Tennessee.

EXHIBIT B
BYLAWS
OF
BRIDGETENDER HOMES OWNERS' ASSOCIATION, INC.

ARTICLE I.
The Association

Section 1.1. Name and Description. BridgeTender Homes Owners' Association, Inc. (the "**Association**") has been organized as a Tennessee non-profit, mutual benefit corporation, as set forth in the Master Deed and Declaration of Covenants, Conditions and Restrictions of BridgeTender Homes (the "**Master Deed**"). The Association shall be responsible for the management, maintenance, operation and administration of the BridgeTender Homes development (the "**Project**"), being developed by Woodland Flats, LLC ("**Developer**") in accordance with Tennessee Code Annotated Sections 66-27-201, et seq., as amended from time to time (the "**Act**"), and in accordance with the Master Deed, these Bylaws, the Association Charter, and the Rules and Regulations of the Association as adopted from time to time. Members and all Persons using, entering upon or acquiring any interest in a Unit at the Project shall be subject to the provisions of these Bylaws and the Governing Documents.

Section 1.2. Definitions. The definitions contained in the Master Deed are incorporated herein by this reference.

ARTICLE II.
Members

Section 2.1. Membership. Upon becoming an Owner of a Unit within the Project, a Person shall automatically become a member of the Association (a "**Member**") and shall be subject to the provisions of the Governing Documents. Membership shall terminate without any action by the Association whenever ownership of a Unit terminates; but such termination shall not relieve or release any former Owner from any liability or obligation incurred from the application of the Governing Documents during the period of ownership of the Unit, nor shall such termination impair any rights or remedies the Board or the Association may have against such former Owner. Developer will be deemed the Owner of each Unit until the Unit is conveyed or is transferred to a third party purchaser. Accordingly, Developer will be a Member of the Association until Developer no longer owns a Unit. The term "**Owner**" will be used interchangeably with the term "**Member**" when the context may require or be more appropriate.

Section 2.2. First Meeting and Annual Meetings of Members. The first meeting of the Members shall be held within sixty (60) days after the earlier of (i) Developer selling the last Unit in the Project to a third-party purchaser, or (ii) Developer providing written documentation transferring and turning over the Association to the Members (the "**Developer Control Period**"). The regular annual meeting of the Members shall be held on the 31st day of January each year, or such other date as may be selected by the Board. Regular meetings of the Members shall be held at least once each calendar year.

Section 2.3. Initial Control of Association and Board by Developer. Until the expiration of the Developer Control Period, all business and affairs of the Association shall be managed by Developer. Upon expiration of the Developer Control Period, Developer shall commence transition of control of the Association and the Board as provided in Article III of these Bylaws.

Section 2.4. Place of Meetings. Meetings of the Members shall be held at the principal office of the Association or at such other place as may be designated by the Board.

Section 2.5. Notice of Meetings. At least five (5) but not more than thirty (30) days prior to a meeting, the Secretary shall mail or personally deliver to each Member of record a notice of each annual or special meeting of the Members at the address of the Unit or at such other address as such Member shall have designated in writing to the Association. The notice shall state the purpose of the meeting as well as the time and place where the meeting is to be held. The mailing of a notice of a meeting in the manner provided in this Section shall be considered service of notice.

Section 2.6. Special Meetings. Special meetings of the Members may be called by the President, a majority of the Directors, or by Members having at least fifty percent (50%) of the

Percentage Interests. Notice of any special meeting shall state the time, place, and purpose of the meeting. No business shall be transacted at a special meeting except as stated in the notice.

Section 2.7. Quorum and Adjournment. The presence in person, by proxy or by written ballot submitted in advance, of Members representing a Majority shall constitute a quorum for the transaction of business. The Members present at a duly called or held meeting at which a quorum has been achieved may continue to transact business until adjournment. If a quorum has been achieved, the meeting may be adjourned from time to time by the vote of a Majority of the voting power present in person or by proxy at such meeting.

Section 2.8. Voting.

(a) Except as otherwise provided by these Bylaws, each Member shall be entitled to the number of votes allocated to the Unit on Exhibit D to the Master Deed. The vote of each Member may only be cast by such Member or by a proxy given by such Member to his duly authorized representative. If title to a Unit shall be in the name of two or more persons as Owners (the "Joint Owners"), any one of such Joint Owners may vote as the Owner at any meeting of the Association, and such vote shall be binding on such other Joint Owners who are not present at such meeting. If two or more of such Joint Owners are present at any meeting of the Association, their unanimous consent shall be required to cast their vote as a Member. The vote of each Member may be cast by written ballot, provided in advance and authorized by the Board of Directors, no more than 30 days prior to the Annual or Special Meeting. The written ballot may be submitted with Owner name, signature and unit number any time before the Annual or Special Meeting and will be counted toward quorum along with proxies and Members who are physically present at the meeting.

(b) When a quorum is present at any meeting of the Association, the vote by Members having more than fifty percent (50%) of the Percentage Interests of those Members qualified to vote who are present, in person or by proxy, or have submitted a written ballot in advance, at such meeting shall decide any question brought before such meeting, unless the question is one upon which a different vote is required by an express provision of the Act, the Master Deed, or these Bylaws, in which case such express provision shall govern.

Section 2.9. Proxies. Votes may be cast in person, by written ballot or by proxy, each with a Member signature. Proxies shall be in writing and with the signature of the Member executing the proxy. The proxy cannot be any vendor serving the Association. Proxies must be filed with the Election Committee before the appointed time of each meeting. No proxy shall be valid for a period longer than eleven (11) months after the date of its execution.

Section 2.10. Waiver of Notice. Whenever the Members are authorized to take any action after notice to any Person, or after the lapse of a prescribed period of time, such action may be taken without notice or lapse of time if each Person entitled to notice or entitled to participate in the action to be taken, or his attorney-in-fact or proxy holder, submits a signed waiver of notice or lapse of time. A Member's attendance at a meeting shall also constitute a waiver of notice, except where a Member at the beginning of the meeting objects to holding the meeting or transacting business at the meeting.

Section 2.11. Action by Consent. Whenever Members are required or permitted to take any action by vote, such action may be taken without a meeting if all Members entitled to vote on the action consent to considering such action without a meeting. If such consent is obtained, the affirmative vote of the number of Members necessary to authorize or take such action at a meeting shall be the act of the Members. Actions taken without a meeting must be evidenced by one or more written consents setting forth the action so taken, signed by all of the persons entitled to vote and indicating each signing Member's vote or objection on the action.

Section 2.12. Transfer. The membership held by any Owner shall not be transferred, pledged or alienated in any way except upon the Owner's sale of the Owner's Unit and then only to the purchaser of the Unit. Any attempt to make a prohibited transfer will be void and will not be reflected upon the books or records of the Association. In the event any Owner shall fail or refuse to transfer the membership registered in his name to the purchaser of such Owner's Unit, the Association shall have the right to record the transfer upon the books and records of the Association.

Section 2.13. Obligations of Members. All present or future Members, Occupants or any other Persons using the Common Elements and the facilities of the Project are subject to and shall comply with the Act, the Master Deed, these Bylaws, the Charter, and the Rules and Regulations, and the acceptance of a deed of conveyance, the execution of a lease, or the act of occupancy of any Unit shall constitute an acceptance of and agreement to comply with the provisions of all such documents. As more fully provided in the Master Deed, each Member shall pay regular, special and specific assessments levied by the Association to meet the financial requirements of the Association. A Member shall not be a Member in good standing and the Board may suspend such Member's voting rights and any other rights and privileges possessed by Members during any period or periods which such Member has not paid when due any assessment or other charges made or levied against the Member's Unit or has failed to comply with or perform other obligations provided for under the Governing Documents.

ARTICLE III. Board of Directors

Section 3.1.

(a) Appointment or Election and Term of Office. In accordance with the provisions of the Master Deed, Developer will control and act as, or will appoint a Person to control and act as, the Board until such time as the Developer Control Period ends. Within sixty (60) days after the Developer Control Period expires, Developer shall call a special meeting of the Association to elect the first Board. During the Developer Control Period, Developer, at its option, may appoint Members to serve on the Board; any such appointees shall serve at the will of Developer until the election of the first post-Developer-Control-Period Board. The Board shall consist of at least three (3) Directors, all of whom shall be natural persons. After the Developer Control Period, the Directors shall be elected by a Majority of the Members, and all Directors shall be Owners (or representatives of Owners). The Board elected shall serve until the scheduled annual meeting of the Members. Directors shall be elected at the annual meeting of Members each year and shall hold office until the next annual meeting of Members, or until their successors have been elected.

(b) Election Process. After the Developer Control Period, the Board shall announce the call for candidates for election to the Board at least sixty (60) days prior to the annual meeting by mail/email notification. Candidates shall be eligible for Board service if they are Members of the Association in good standing and not associated with any litigation relative to the Association. Then Members will vote from the list of candidates to elect the Directors at the annual meeting.

Section 3.2. Vacancies. After members of the Board are elected by the membership, a vacancy in any Director position elected by the Members shall be filled by the majority vote of the remaining Directors, even though they may constitute less than a quorum of the Board. A Director elected or appointed to fill a vacancy shall serve for the unexpired term of his predecessor in office and shall hold such office until his successor is duly appointed or elected and shall qualify.

Section 3.3. Removal of Directors. Any Director elected by the Members may be removed at any regular meeting or a special meeting of the Members called for that purpose, with or without cause, by Majority vote of the Members. A successor may then and there be elected to fill the vacancy thus created.

Section 3.4. Resignations. Any Director may resign effective upon giving written notice to the President or the Board, unless the notice specifies a later time for the effectiveness of such resignation. If the resignation of a Director is effective at a future time, a successor may be elected by the Board to take office when the resignation becomes effective. A Director shall be deemed to have automatically resigned at such time as the Director's membership in the Association has terminated.

Section 3.5. Committees. The Board may appoint committees from time to time as it may deem necessary or appropriate in carrying out the purposes and functions of the Association. Such committees shall perform the duties provided for in the Board's resolutions in which the committees are created.

Section 3.6. Compensation. No Director shall receive compensation for any service he or she may render to or on behalf of the Association as a Director; provided, however, that nothing in this Section shall be construed to preclude any Director of the Association from serving the Association as agent, counselor in any capacity other than as Director, and receiving compensation therefor, and it shall not be construed to preclude Directors from being reimbursed for their actual expenses incurred in the performance of their duties.

Section 3.7. Fidelity Bonds. The Board may obtain fidelity bonds for all Directors, officers, employees of the Association or any other person handling or responsible for Association funds. The premiums for such bonds shall constitute a common expense of the Association.

Section 3.8. Property Management. The Board may employ for the Association a professional manager for such compensation as may be established by the Board, to exercise such powers and perform such duties and services as the Board shall authorize, including but not limited to, the powers and duties listed in Section 3.10. The employment of a third-party manager shall not relieve the Board from its responsibilities as provided in the Governing Documents.

Section 3.9. Personal Liability of Directors. The personal liability of each Director of the Association for monetary damages for breach of fiduciary duty as a Director shall be eliminated to the fullest extent permitted by the Tennessee Nonprofit Corporation Act.

Section 3.10. Powers and Duties. All corporate powers of the Association shall be exercised by or under the authority of the Board, which is charged with the responsibility of conducting, managing and controlling all business and affairs of the Association. Without limiting the generality of the powers and duties delegated to the Board by the Governing Documents, the Board shall have the following additional powers and duties:

(a) Elect and appoint officers of the Association and to delegate such authority to them as the Board shall deem necessary and appropriate to serve the purposes of the Association.

(b) Hire, employ, appoint and discharge all employees, agents and contractors to perform services for the Association consistent with its purposes as provided for in the Governing Documents, and to fix the compensation and fees for the performance of their services.

(c) Adopt and publish the Rules and Regulations, which may, among other matters, govern the use of the Common Elements and any property, facilities and improvements of the Association, as well as the personal conduct of the Members and their tenants, guests, invitees and licensees, which Rules and Regulations may establish sanctions and fines for infractions of such Rules and Regulations.

(d) Establish the principal office of the Association within the Project or such other place as the Board determines.

(e) Cause to be kept a complete record of all of its acts and business affairs of the Association.

(f) Supervise all officers, employees, agents and contractors of the Association, and see that their duties are properly performed.

(g) Issue to any Owner upon demand a certificate in writing signed by an officer or authorized agent of the Association, setting forth whether assessments levied against such Owner's Unit have been paid. Such certificate shall be conclusive evidence of payment of any Assessments stated to have been paid.

(h) Review, on at least a quarterly basis, the latest account statements prepared by the financial institutions where the Association has its operating and reserve accounts.

(i) Review, on at least a quarterly basis, an income and expense statement for the Association's operating and reserve accounts.

(j) Review, on at least a quarterly basis, the current years actual operating and reserve revenues and expenses compared to the current year's budget.

(k) Review, on at least an annual basis, the value of the Project, and asses, with guidance from the Association's insurance provider, whether to increase insurance policies for the Project.

(l) Perform all other duties as may later be required by the Members, or by the Master Deed, these Bylaws or the laws of the State of Tennessee, as the same may be amended from time to time.

Section 3.11. Association Rules: Enforcement.

(a) The following provisions shall govern the creation and adoption of the Association's Rules. All Rules and Regulations proposed by the Board shall be consistent with and in furtherance of existing law and the Governing Documents and may include the establishment of a system of fines and penalties. The proposed rules and regulations receiving the vote or written assent of a majority of the members of the Board shall take effect as the Rules and Regulations.

(b) The specific fines and penalties for the first breach or violation of the Rules and Regulations may include, without limitation, suspensions for a period not to exceed sixty (60) days, of an Owner's right to (i) the use or enjoyment of any facilities within the Common Elements; (ii) any services the Association may be providing to the Unit or Owner, and/or (iii) the right to vote as a Member of the Association. The Board may also impose and assess a monetary fine not to exceed the amount of the then-applicable one month Regular Assessment. Subsequent breaches or violations of the Rules and Regulations by a Member or a Member's violation or breach of the Master Deed or these Bylaws may include suspensions of one or more of the above stated membership rights for a period not to exceed one hundred fifty (150) days, a monetary fine not to exceed twice the then-applicable one month Regular Assessment, or both.

(c) Any Rules and Regulations adopted pursuant to this Section may provide such procedural safeguards as the Board deems appropriate.

Section 3.12. Abatement and Enjoining of Violations. In addition to any other rights set forth in these Bylaws, the Association, through the Board, and any Member shall have the right to prosecute any proceedings at law or in equity against any Person for the breach or violation of any of the provisions of these Bylaws or of the Master Deed and to obtain relief by way of injunction, money damages, or both. In the event that any provision of these Bylaws shall be held invalid by judgment or court order, it shall not affect any of the other provisions herein, which shall continue and remain in full force and effect. In the event that any provision of these Bylaws shall be declared void by a court of competent jurisdiction by reason of the period of time for which the same shall be effective, then the term of such provisions shall be reduced by the maximum period of time allowed by the laws of the State of Tennessee.

ARTICLE IV.

Meetings of the Board of Directors

Section 4.1. Organization Meeting. Immediately following each annual meeting of Members, the Board shall hold a regular meeting for the purpose of organization, election of officers, and the transaction of other business.

Section 4.2. Other Regular Meeting. Other regular meetings of the Board shall be held at least once every month at such time as may be fixed from time to time by resolution of the Board; provided, however, such meetings may be held less frequently than monthly (but not less frequently than every six months) if the Board determines by resolution that the business to be transacted by the Board does not justify monthly meetings.

Section 4.3. Place of Meeting. Regular and special meetings of the Board shall be held at any place designated from time to time by resolution or written consent of the Board.

Section 4.4. Notice of Meetings. Notice of each meeting of the Board, whether regular or special, shall be given to each Director. If such notice is given either by personally delivering written notice to a Director or by personally telephoning such Director, it shall be so given at least three (3) days prior to the meeting (except in the case of emergency). If such notice is given by depositing a written notice in the United States mail, or email, directed to such Director at his residence or place of business, it shall be given at least five (5) days prior to the meeting (except

in the case of emergency). Notice of all meetings shall state the place, date and hour thereof, but need not, unless otherwise required by statute or the Governing Documents, state the purpose of the meeting. Unless prohibited by the Act, email notices are sufficient written notice, and notice by email shall be considered delivered immediately, or, if sent on a weekend or holiday, shall be deemed delivered on the next business day.

Section 4.5. Special Meetings. Special meetings of the Board may be called by or at the request of the President or any two Directors.

Section 4.6. Telephone Meetings Permitted. Members of the Board may participate in a meeting of the Board by means of a conference telephone or similar communications equipment which enables all persons participating in the meeting to hear each other at the same time, and participation by such means shall constitute presence in person at such meeting.

Section 4.7. Waiver of Notice. Any Director may, at any time, waive notice of any meeting of the Board in writing, and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a Director at any meeting of the Board shall constitute a waiver of notice of the time and place thereof unless he protests lack of notice prior to or at the commencement of the meeting. If a sufficient number of Directors are present at any meeting that constitutes a quorum of the Board and who have not protested lack of notice, any business may be transacted at such meeting. Business may be transacted and approved by the Board in the form of a written consent in lieu of a regular or special meeting provided all of the members of the Board shall have executed such written consent. All such waivers, consents or approvals shall be or made a part of the minutes of the meeting and filed with the corporate records.

Section 4.8. Quorum. Two (2) Directors shall constitute a quorum for the transaction of business.

Section 4.9. Action Without Meeting. Any action required or permitted to be taken by the Board may be taken without a meeting if all members of the Board shall individually or collectively consent to such action in writing. Such written consent shall be filed with the minutes of the proceedings of the Board. Such action by written consent shall have the same force and effect as a unanimous vote of such Directors.

Section 4.10. Voting. The Majority approval of the Directors shall be required for any action by the Board, unless a different number is required by law or these Bylaws.

Section 4.11. Presumption of Assent. A Director who is present at a meeting of the Board, or any committee shall be presumed to have concurred in any action taken at the meeting, unless his dissent to such action shall be entered in the minutes of the meeting or unless he shall submit his written dissent to the person acting as the Secretary of the meeting before the adjournment of the meeting or shall deliver such dissent personally or by certified mail to the Secretary of the Association promptly after the adjournment of the meeting. Such right to dissent shall not apply to a Director who voted in favor of such action. A Director who is absent from a meeting of the Board, or from a meeting of any committee, at which such action is taken shall not be presumed to have concurred in the action taken.

ARTICLE V.

Officers

Section 5.1. Designation of Officers. The officers of the Association shall be a President and Secretary. The President and Secretary shall be members of the Board. The Board may elect or appoint such other officers, who need not be members of the Board, including one or more Vice Presidents, Assistant Secretaries, Treasurers, and Assistant Treasurers, as desirable, such officers to have the authority and perform the duties prescribed, from time to time, by the Board. Any two or more offices may be held by the same person, except the offices of President and Secretary.

Section 5.2. Election and Term of Office. The officers of the Association shall be elected at the regular meeting of the Board following each annual meeting of the Members, or as soon as possible thereafter. Each officer shall hold office until his successor shall have been duly elected and shall have qualified.

Section 5.3. President. The President shall be the chief executive officer of the Association and shall preside over all meetings of the Members of the Association and of the

Board. The President shall have all of the general powers and duties which are usually vested in the office of the president of a nonprofit corporation, including but not limited to the power to sign and execute, on behalf of the Association, all deeds, agreements, contracts, notes, checks and all other written documents which may require the signature of the Association.

Section 5.4. Vice President. A Vice President shall have all of the powers and authority and shall perform all of the functions and duties of the President in the absence of the President or his or her inability for any reason to exercise such powers or perform such duties.

Section 5.5. Secretary. The Secretary shall keep the minutes of meetings of the Board and minutes of meetings of the Members of the Association. The Secretary shall have charge of such books and papers as the Board may direct, and shall in general perform all the duties incident to the office of Secretary. The Secretary shall compile and keep up-to-date at the principal office of the Association a complete list of Members and their current mailing addresses. The Secretary shall share with the President the power to sign and execute, on behalf of the Association, all deeds, agreements, contracts, notes, checks and all other written documents which may require the signature of the Association.

Section 5.6. Treasurer. The Treasurer shall have responsibility for Association funds and shall be responsible for keeping full and accurate financial records and books of account of the Association. The Treasurer shall be responsible for the deposit of all monies and other valuable effects in the name and to the credit of the Association in such depositories as may from time to time be designated by the Board. The Treasurer may also serve as Secretary in the event the Secretary is absent.

Section 5.7. Removal. Any officer elected or appointed by the Board may be removed by the Board.

Section 5.8. Vacancies. A vacancy in office because of death, resignation, removal, disqualification or otherwise, may be filled by the Board for the unexpired portion of the term.

Section 5.9. Compensation. No officer shall receive any compensation for acting as such; provided, however, officers may be reimbursed for any reasonable expenses incurred on behalf of the Association at the direction of the Board.

ARTICLE VI.

Assessments

Section 6.1. Levy of Assessments. The Assessments levied and collected by the Association shall be used exclusively for the purpose of promoting the health, safety, and welfare of the Association, the Members and Occupants of the Units, and in particular for the improvement and maintenance of the Common Elements and the facilities located therein and for providing services to enhance the use and enjoyment of the Common Elements.

Section 6.2. Regular Assessments. The Board shall prepare an annual budget in advance for each fiscal year of the Association to establish a "**Regular Assessment**" to be levied for the forthcoming year to cover the projected common expenses that will be required for the proper operation, management and maintenance of the Project, including a reasonable allowance for contingencies and reserves.

Section 6.3. Special Assessments. "**Special Assessments**" may be made from time to time to pay for capital improvements, to cover unbudgeted expenses or expenses in excess of the budget.

Section 6.4. Specific Assessments. The Board shall have the power to levy "**Specific Assessments**" against particular Units to cover overhead and administrative costs of providing benefits or services to such Units or to maintain, repair, or replace Limited Common Elements benefiting such Units. The Board also may levy Specific Assessments against a Unit to cover the expense of bringing the Unit into compliance with the provisions of the Master Deed, these Bylaws or the Rules and Regulations, or the costs incurred by the Association as a consequence of the conduct of the Member or Occupants of the Unit, their licensees, invitees, or guests.

Section 6.5. Allocation and Payment of Assessments. All Regular and Special assessments levied against the Members to cover Association expenses shall be apportioned

among and paid by the Members in accordance with the Percentage Interest allocated to each Unit in Exhibit D of the Master Deed. Assessments levied against a Unit of a Member shall be due and payable at such time as provided for in the notices sent by the Association to the Members.

Section 6.6. No Exemption for Assessments. No Member may exempt himself from liability for his contribution toward the expenses of the Association by waiver of the use or enjoyment of any of the Common Elements or by the abandonment or sale of his Unit.

ARTICLE VII.

Indemnification

Section 7.1. Indemnification of Directors and Officers. The Association shall indemnify every Director and officer, and his or her heirs, executors and administrators, against all loss, costs, and expenses, including counsel fees reasonably incurred by him or her in connection with any action, suit or proceeding to which he or she may be made a party by reason of his or her being or having been a Director or officer of the Association, to the fullest extent permitted by and consistent with the provisions of the Tennessee Nonprofit Corporation Act. The indemnification provision of this Section shall also apply to any person appointed by Developer to serve on the Board or as an officer during any time that Developer has the right to appoint all members of the Board. All liability, loss, damage, costs and expenses 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 a common expense of the Members of the Association, which shall be assessed to and paid by the Members as provided in the Master Deed. Nothing contained in this Section 7.1 shall, however, be deemed to obligate the Association to indemnify any Member or Owner of a Unit who is or has been a Director or officer of the Association with respect to any Assessments or other obligations assumed or liabilities incurred by him or her or as a Member or Owner of a Unit under the provisions of the Master Deed.

Section 7.2. Non-exclusivity of Rights. The right to indemnification and the payment of expenses incurred in defending a proceeding in advance of its final disposition conferred in this Article shall not be exclusive of any other right which any person may have or hereafter acquire under any statute or by a provision of the Charter, Master Deed, these Bylaws, or by a vote of the Members or disinterested Directors, or otherwise.

Section 7.3. Insurance Contracts and Funding. The Association may maintain insurance as a Common Expense to protect itself, the Developer, and any Director, officer, employee or agent of the Association against any expense, liability or loss, whether or not the Association would have the power to indemnify such persons against such expense, liability or loss under the Tennessee Nonprofit Corporation Act.

Section 7.4. Indemnification of Employees and Agents of the Association. The Association may, by action of the Board from time to time, provide indemnification and pay expenses of employees and agents of the Association with the same scope and effect as the provisions of this Article with respect to the indemnification and advancement of expenses of Directors and officers of the Association or pursuant to rights granted pursuant to, or provided by, the Tennessee Nonprofit Corporation Act, or otherwise.

ARTICLE VIII.

General Provisions

Section 8.1. Amendment. These Bylaws may be amended at a regular or special meeting of the Members by approval of a Majority of the Percentage Interests; provided, however, no provision of these Bylaws that requires the affirmative vote of a higher percentage of the total voting power of the Members to take action shall be amended unless the vote to amend any such provision receives at least the same higher percentage or more of the total voting power of the Members.

Section 8.2. Mortgagee Rights. The Board, whenever so requested in writing by a mortgagee of a Unit, shall promptly report any then-unpaid dues or assessments, or other default by the Owner of the mortgaged Unit. The Board, when giving notice to an Owner of a default in paying dues or assessments or other default, shall send a copy of such notice to each mortgagee of a Unit whose name and address has been furnished to the Board.

Section 8.3. Books and Records. The Board shall keep reasonably detailed records of the actions of the Board, minutes of the meetings of the Board, minutes of the meetings of the Members, and financial records and books of account of the Association, including a separate account for each Unit which, among other things, shall contain the Percentage Interest allocated to the Unit, the amount of assessments levied against the Unit, the date when due, the amounts paid thereon, and the balance remaining unpaid. A written report summarizing all receipts and expenditures of the Association shall be rendered by the Board to all Members at least annually.

Section 8.4. Inspection Rights. The Master Deed, the Charter, these Bylaws, the Rules and Regulations, and the books, records and papers of the Association shall be available for inspection by any Member or his designated representative, at all times during reasonable business hours at the principal office of the Association, where copies may be purchased at a reasonable cost.

Section 8.5. Nonprofit Corporation. As set forth in the Charter, this Association is a nonprofit corporation formed pursuant to the Tennessee Nonprofit Corporations Act. No Member, Director or any other Person from whom the Association may receive any property or funds shall receive or be lawfully entitled to receive any pecuniary profit from the operations of the Association; and in no event shall any part of the funds or assets of the Association be paid as a salary or compensation to or be distributed to, or inure to the benefit of, any member of the Board. The foregoing, however, shall in no way prevent or restrict the following:

(a) Reasonable compensation may be paid to any Member or Director while acting on behalf of the Association for services rendered in effecting one or more of the purposes of the Association; and

(b) Any Member or Director may, from time to time, be reimbursed for his actual and reasonable expenses incurred in connection with the administration of the affairs of the Association.

Section 8.6. Conflict Between Documents. In the event of a conflict in any of the provisions of the Act, Charter, Master Deed, these Bylaws, or the Rules and Regulations, then said documents shall govern or control in the following order of preference (1) the Act, (2) Master Deed, (3) Charter, (4) these Bylaws and (5) the Rules and Regulations.

Section 8.7. Fiscal Year. The fiscal year of the Association shall be the calendar year.

Adopted By the Board of Directors of BridgeTender Homes Owners' Association, Inc., a Tennessee non-profit, mutual benefit corporation

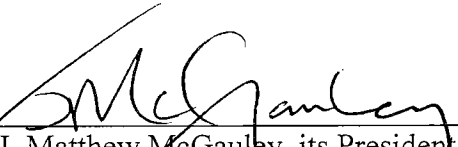
By: 
 J. Matthew McGauley, its President

EXHIBIT C

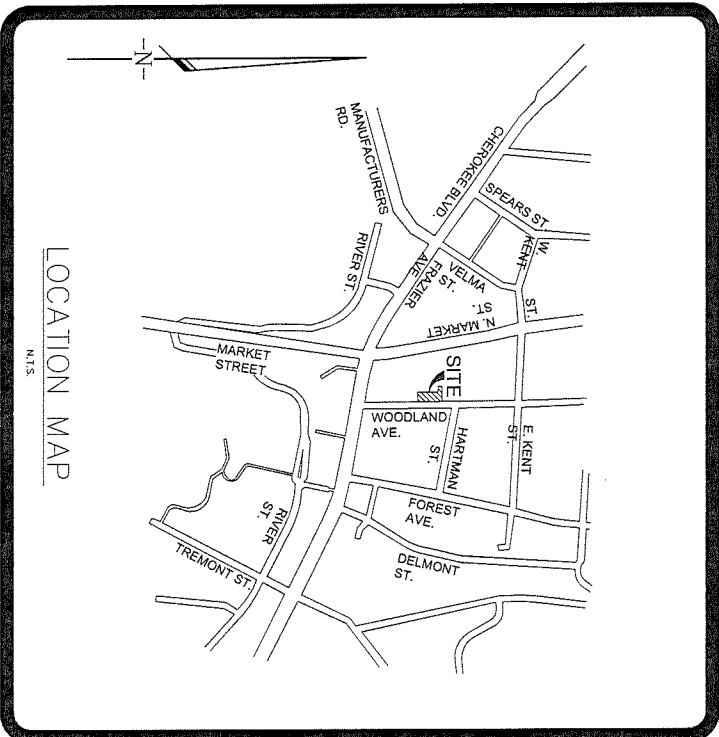
SITE CONSTRUCTION PLANS FOR BRIDGETENDER TOWNHOMES

INDEX OF SHEETS

| SHEET | DESCRIPTION |
|--------------------|-----------------------------------|
| CVR | COVER SHEET |
| CIVIL PLANS | GENERAL CONSTRUCTION NOTES |
| C0.1 | EXISTING CONDITIONS & DEMO PLAN |
| C1.0 | SITE PLAN & UTILITY PLAN |
| C2.0 | GRADING PLAN |
| C3.0 | EPSC |
| C4.0 | CONSTRUCTION DETAILS |
| C5.0 | |

ZONING NOTE:
This project is designed ZONING CLASS E-SH3

FORM BASED CODE APPROVED VARIANCES:
THE FOLLOWING VARIANCES WERE APPROVED BY THE FORM BASED CODE VARIANCE COMMITTEE ON DECEMBER 13, 2018:
1. FIRST FLOOR TRANSPARENCY REDUCED FROM 75% TO 21% AT PRIMARY STREET ON FIRST FLOOR
2. FIRST FLOOR TO FLOOR HEIGHT REDUCED FROM 15 FT TO 13'-2"



PROJECT AREA:

TOTAL PARCEL AREA = 0.15 AC ± (6,517 SF)
DISTURBED AREA = 0.01 AC ± (647 SF)
PRE-DEVELOPMENT IMPERVIOUS = 0.15 AC ± (6,279 SF)
POST-DEVELOPMENT IMPERVIOUS = 0.15 AC ± (6,385 SF)

125 WOODLAND AVE.
135E-B-016.01
JURISDICTIONAL DISTRICT 2
125 WOODLAND AVE., CHATTANOOGA, TN 37405

CONTACTS

OWNER/DEVELOPER

MATT MCGAULEY
WOODLAND FLATS, LLC
720 CHERRY ST.
CHATTANOOGA, TN 37402
423.400.0723
matt@ffc.buid

CIVIL ENGINEER:

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MICHAEL DUFFEY, P.E.
714 CHERRY ST.
CHATTANOOGA, TN 37402
423.805.3700
MDUFFEY@ASAENGINEERINGINC.COM

LANDSCAPE ARCHITECT:

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714 CHERRY ST.
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423.805.3700
AJONES@ASAENGINEERINGINC.COM

SURVEYOR:

ASA ENGINEERING & CONSULTING, INC.
ROGER RIEMER, P.L.S.
714 CHERRY ST.
CHATTANOOGA, TN 37402
423.805.3700
RRIEMER@ASAENGINEERINGINC.COM

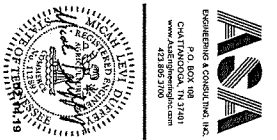
ARCHITECT:

RIVER STREET ARCHITECTURE
123 E. 7th ST. SUITE 400
CHATTANOOGA, TN 37402
423.634.0886

| Date | No. | Revision/Issue |
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|-------------|------------|
| PROJECT NO. | 18-0114 |
| DATE | 02-06-2019 |
| SCALE | AS SHOWN |
| DESIGNED BY | AKD |
| DRAWN BY | CFE |
| CHECKED BY | AMJ |
| TITLE | |

SHEET NO.
COVER
C0.0



BRIDGETENDER TOWNHOMES
FOR
WOODLAND FLATS, LLC
125 WOODLAND AVE.
CHATTANOOGA, TN 37405

2/14/2019 5:28:46 PM | J:\01_Projects\2018\18-114 Woodland Townhomes-Engineering\DWG\SET\SC1.GEN.CONST.NOTES.dwg |

SITE GENERAL NOTES

1. CONTRACTOR SHALL IMMEDIATELY NOTIFY THE ENGINEER OF ANY DISCREPANCIES OR CONFLICTS IN THE FIELD BEFORE BEGINNING WORK OR DURING
2. DEVIATION FROM THESE PLANS & NOTES WITHOUT THE PRIOR CONSENT OF THE ENGINEER REPRESENTATIVE MAY BE CAUSED FOR THE WORK TO BE UNACCEPTABLE
3. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE CITY OF MEMPHIS AND THE STATE OF TENNESSEE
4. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE CITY OF MEMPHIS AND THE STATE OF TENNESSEE
5. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE CITY OF MEMPHIS AND THE STATE OF TENNESSEE
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8. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE CITY OF MEMPHIS AND THE STATE OF TENNESSEE
9. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE CITY OF MEMPHIS AND THE STATE OF TENNESSEE

SITE CONSTRUCTION NOTES

1. THE NECESSARY PERMITS FOR THE WORK SHOWN ON THESE PLANS SHALL BE OBTAINED BY THE CONTRACTOR PRIOR TO COMMENCEMENT OF ANY WORK ON THIS PROJECT. THE CONTRACTOR SHALL OBTAIN ALL NECESSARY PERMITS AND APPROVALS FROM THE CITY OF MEMPHIS AND THE STATE OF TENNESSEE
2. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE CITY OF MEMPHIS AND THE STATE OF TENNESSEE
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DEMOLITION NOTES

1. THE CONTRACTOR SHALL BE REQUIRED TO REMOVE ALL EXCAVATED MATERIALS AND RELOCATE THEM TO AN APPROPRIATE LOCATION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE CITY OF MEMPHIS AND THE STATE OF TENNESSEE
2. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE CITY OF MEMPHIS AND THE STATE OF TENNESSEE
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EROSION PREVENTION AND SEDIMENT CONTROLS

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SITE PREPARATION

1. ALL EXISTING UTILITIES, ROOTS, STUMPED SOIL, AND ANY DEBRIS SHALL BE REMOVED FROM THE SITE PRIOR TO THE START OF CONSTRUCTION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE CITY OF MEMPHIS AND THE STATE OF TENNESSEE
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SITE GRADING NOTES

1. EROSION CONTROL, SEDIMENT BARRIERS AND TREE PROTECTION BARRIERS SHALL BE INSTALLED BEFORE BEGINNING SITE WORK.
2. NO HEAVY EQUIPMENT SHALL CROSS OR BE STORED OUTSIDE THE LIMITS OF EXISTING TREES TO REMAIN.
3. TOPSOIL STRIPPED FROM AREAS TO BE GRADED SHALL BE STOCKPILED ON SITE IN A LOCATION APPROVED BY THE OWNER'S REPRESENTATIVE. DRAINAGE SHALL BE PROVIDED TO AVOID STAGNATION AND OTHER ACCEPTABLE SUB-DRAINAGE. STAGNANT WATER SHALL BE REMOVED FROM THE STOCKPILE TO PREVENT LOSS OF TOPSOIL MATERIAL.
4. ALL CUT AND FILL SHALL BE PERFORMED UNDER THE DIRECTION/SUPERVISION OF THE GEOTECHNICAL ENGINEER.
5. THE STABILITY OF SOIL FOR FILL MATERIAL SHALL BE DETERMINED BY THE ENGINEER.
6. LIMITS DESIGNATED OTHERWISE BY GEOTECHNICAL ENGINEER. ALL FILL AREAS SHALL BE PAVED IN LIFTS NOT EXCEEDING 8" IN THICKNESS. THE RELATIVE COMPACTON OF EACH LAYER SHALL NOT BE LESS THAN 95% OF THE STANDARD SPECIFICATION FOR GRANULAR SUB-BASE OR GRANULAR FILL. ALL FILL AREAS AND SLOPE OF SLOPE SPECIFICATION FOR AREAS UNDER ROWS.
7. THE CONTRACTOR SHALL COORDINATE WITH THE PROJECT ENGINEER FOR ANY NEARBY EXISTING UTILITIES AND STRUCTURES THAT MAY BE AFFECTED BY THE GRADING WORK. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE CITY OF MEMPHIS AND THE STATE OF TENNESSEE
8. NEW FINISHED CONTOURS SHALL BE TO TOP OF NEW PAVING IN AREAS TO RECEIVE PAVEMENT AND TO TOP OF TOPSOIL IN AREAS TO BE GRADED OR LAID ON TOP OF EXISTING PAVEMENT.
9. ALL SLOPES OVER 3:1 SHALL BE PROTECTED WITH EROSION CONTROL MEASURES PERMANENT SEEDING SHALL. ALL AREAS TO BE STABILIZED PER THE SPEC PLAN SHALL BE PROTECTED WITH EROSION CONTROL MEASURES PERMANENT SEEDING SHALL.
10. EXISTING AND NEW UTILITIES SHALL BE PROTECTED WITH EROSION CONTROL MEASURES PERMANENT SEEDING SHALL.
11. BEFORE ANY MACHINE WORK, THE CONTRACTOR SHALL STAKE OUT AND MARK THE AREAS ESTABLISHED BY THE SITE PLAN. CONTROL POINTS SHALL BE PROTECTED WITH EROSION CONTROL MEASURES PERMANENT SEEDING SHALL.
12. THE CONTRACTOR SHALL MAINTAIN THE PROGRESSIVE AND ACCURATE DRAINAGE IS NOT BE RELATED TO THE CONSTRUCTION OF EXISTING DRAINAGE STRUCTURES THAT HAVE BEEN DAMAGED OR REMOVED OR RECONSTRUCTED AS SPECIFIED IN THESE PLANS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE CITY OF MEMPHIS AND THE STATE OF TENNESSEE
13. EXISTING AND NEW UTILITIES SHALL BE PROTECTED WITH EROSION CONTROL MEASURES PERMANENT SEEDING SHALL.
14. MAXIMUM EMBANKMENT SLOPES TO BE AS FOLLOWS, UNLESS NOT OTHERWISE SPECIFIED:
15. ALL EXCAVATING IS UNCLASSIFIED AND SHALL INCLUDE ALL MATERIALS.
16. CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE CITY OF MEMPHIS AND THE STATE OF TENNESSEE
17. CONTRACTOR TO COORDINATE ALL WORK WITH OTHER UTILITY INSTALLATIONS NOT COVERED IN THESE PLANS, ELECTRIC, TELEPHONE, GAS, CABLE, ETC.) AND ALLOW FOR THEIR OPERATIONS AND CONSTRUCTION TO BE PERFORMED.

SEWER AND DRAINAGE

1. EXISTING DRAINAGE STRUCTURES ARE TO BE INSPECTED, REPAIRED AS NEEDED AND CLEANED OUT TO REMOVE ALL SILT AND DEBRIS.
2. ALL PIPE LENGTHS AND DISTANCES BETWEEN STRUCTURES ARE MEASURED FROM THE CENTER OF STRUCTURE TO CENTER OF STRUCTURE ALONG A HORIZONTAL PLANE.
3. THE CONTRACTOR SHALL PROVIDE ALL MATERIALS AND LABORER NECESSARY FOR THE SEWER AND DRAINAGE SYSTEMS. ALL PIPE & FITTINGS SHALL BE INSPECTED BY THE UTILITY OPERATOR BEFORE BEING COVERED.
4. ALL MANHOLE COVERS SHALL BE APPROXIMATELY 30" DIA. WITH A MINIMUM SHOW COMPRESSIVE STRENGTH OF 3000 PSI UNLESS OTHERWISE NOTED.

CONCRETE WORK

1. CONCRETE FOUNDATIONS AND FLOOR SLABS SHALL BE REINFORCED WITH STEEL REBAR AND SHALL CONFORM TO ALL GOVERNMENT AND LOCAL CODES.
2. CONCRETE JOINTS AND SLOPES SHALL BE TO BE SHARP AND CLEAN WITHOUT RAMPING UP OR DOWN.
3. MAXIMUM JOINT SPACING SHALL BE APPROXIMATELY 30" THICK SLAB THICKNESS.
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SEEDING NOTES:

1. AREAS INDICATED FOR SOIL SHALL BE REINFORCED WITH STEEL REBAR THAT WILL SUPPORT ITS OWN WEIGHT WITHOUT NECESSARY SHORING OR BRACING. THE REBAR SHALL BE INSTALLED IN ACCORDANCE WITH THE GENERAL NOTES.
2. SOIL SHALL BE DELIVERED ON TRUCKS TO THE SITE AND SHALL BE STORED IN A LOCATION THAT IS PROTECTED FROM DAMAGING WINDS AND PREVENTS SOIL FROM BEING BLOWN AWAY BY WINDS.
3. RECOMMENDED SEEDING RATE SHALL BE 10 LBS PER 1000 SQ YD. SEED SHALL BE APPLIED TO THE SOIL IMMEDIATELY AFTER SPREADING.
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TESTING

1. QUALIFIED SOIL TESTING LABORATORY SHALL DETERMINE THE SUFFICIENCY OF THE EXISTING SUB-GRADE AND EXISTING ON-SITE MATERIAL PRIOR TO BEGINNING ANY FILLING OPERATION.
2. THE CONTRACTOR SHALL PROVIDE ANY FILLING OPERATION AND MATERIAL SAMPLES NECESSARY TO CONDUCT REQUIRED SOIL AND CONCRETE TESTS. ALL APPROVEMENTS AND SCHEDULING FOR THE TESTING SHALL BE THE CONTRACTOR'S RESPONSIBILITY.

SITE UTILITIES

1. ALL UTILITIES AND WORKMANSHIP FOR UTILITY LINES AND APPURTENANCES SHALL BE STRICT COMPLIANCE WITH THE GOVERNING UTILITY COMPANY AND LOCAL CODES. THE CONTRACTOR SHALL NOTIFY UTILITY COMPANY. (SEE UTILITY CONTACT INFORMATION)
2. THE CONTRACTOR SHALL COORDINATE WITH THE UTILITY COMPANY TO OBTAIN ALL NECESSARY PERMITS AND APPROVALS FROM THE CITY OF MEMPHIS AND THE STATE OF TENNESSEE
3. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE CITY OF MEMPHIS AND THE STATE OF TENNESSEE
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TREE PROTECTION NOTES

1. ALL TREE EVALUATION AND PROTECTION SHALL BE IN ACCORDANCE WITH THE GOVERNING LOCAL ORDINANCES AND THE TREE PROTECTION ACT.
2. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE CITY OF MEMPHIS AND THE STATE OF TENNESSEE
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PLANTING NOTES

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BRIDGETENDER TOWNHOMES

FOR
WOODLAND FLATS, LLC

125 WOODLAND AVE., CHATTANOOGA, TN 37405

Architectural Services
4250 21st St
Chattanooga, TN 37416
www.asaarchitect.com
423.263.2100

CO.1

GENERAL
CONSTRUCTION
NOTES

DATE: 07-06-2019

SCALE: AS SHOWN

DESIGNED BY: MLD

DRAWN BY: CEF

CHECKED BY: AND

PROJECT NO.: 18104

DATE: 07-06-2019

SCALE: AS SHOWN

DESIGNED BY: MLD

DRAWN BY: CEF

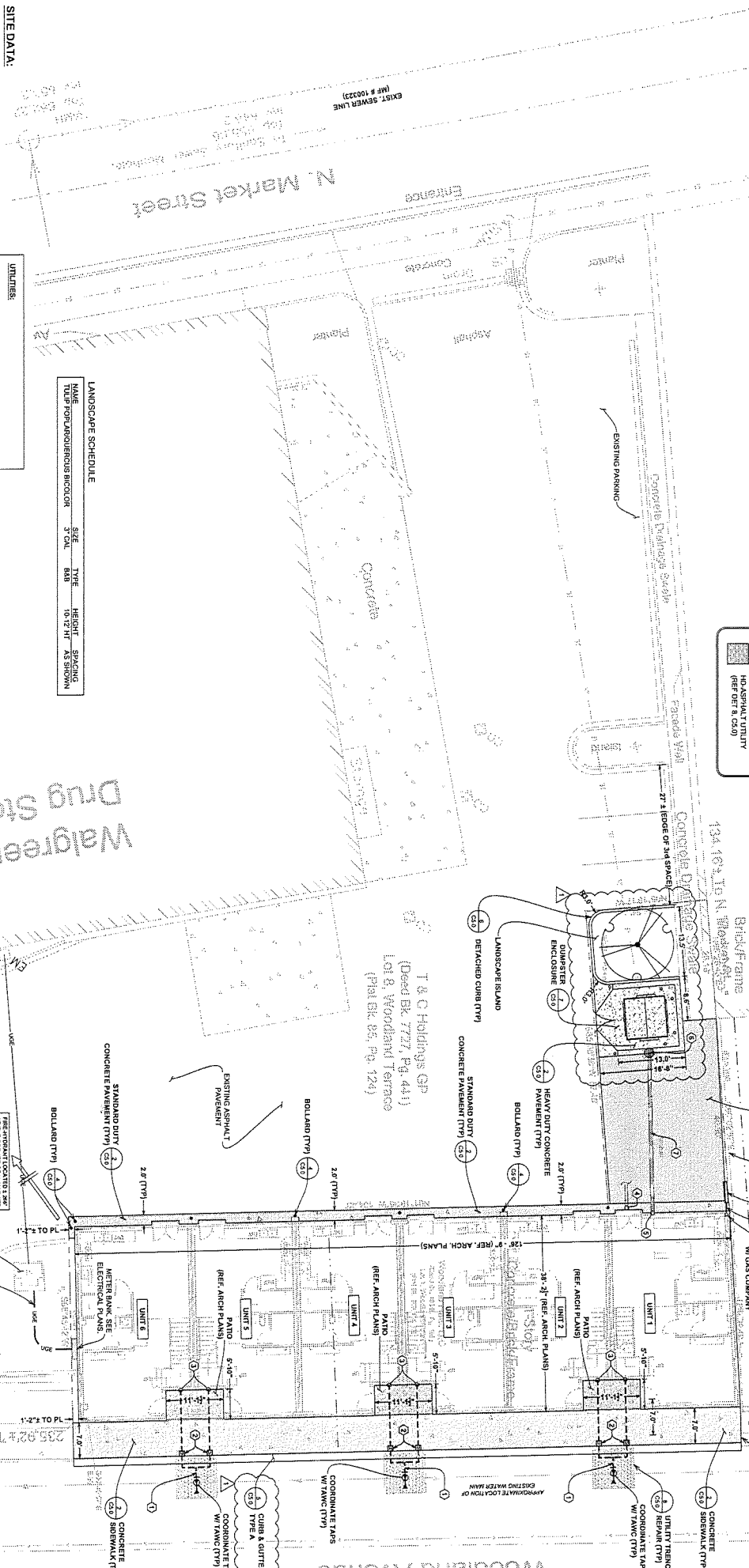
CHECKED BY: AND

2/14/2019 5:28:05 PM | J:\01_Projects\201818-0144 Woodland Townhomes\3_Engineering\Civil\HEETS\C2.0 SITE PLAN.dwg |

- GENERAL NOTES:**
- CONTRACTOR TO CONTACT ROCK OWENS OF THE TRANSPORTATION DEPARTMENT PRIOR TO ANY WORK IN THE ROADWAY TO ALLOW SUFFICIENT TIME FOR THE ROADWAY TO BE RECONSTRUCTED TO MEET ALL REQUIREMENTS.
 - NEAREST IMPACT SITUATION APPROXIMATELY 1,250 FEET IN THE CORNER OF N. MARKET STREET AND CHERRY BLVD. EASTWARD THERE IS A SCHOOL OF PROFESSIONAL ENGINEERS AND WEST STREET APPROXIMATELY 1,250 FEET WEST OF CHERRY BLVD.

- SITE PLAN KEY TERMS**
- | NO. | HEAVY-DUTY PAVEMENT TYPE | UTILILITY PLAN KEY TERMS |
|-----|--------------------------|--------------------------|
| 1 | HEAVY-DUTY PAVEMENT TYPE | DUCTILE IRON PIPE |
| 2 | LIGHT-DUTY PAVEMENT TYPE | TELEPHONE |
| 3 | PAVEMENT | EXISTING |
| 4 | APPROXIMATE | LINEAR FEET |
| 5 | RADIUS | |

- PAVEMENT LEGEND**
- HO ASPHALT PAVEMENT (REF DET 1, C6.0)
 - HEAVY DUTY CONCRETE (REF DET 2, C6.0)
 - CONCRETE SIDEWALK (REF DET 2, C6.0)
 - HO ASPHALT UTILITY (REF DET 1, C6.0)



LANDSCAPE SCHEDULE

| NAME | SIZE | TYPE | HEIGHT | SPACING | AS SHOWN |
|------------------------------|--------|------|-----------|---------|----------|
| TOLUP POPULARQUERUS BRIDCLOK | 3" GAL | R48 | 10-12" HT | | |

SITE DATA:

PROPERTY INFORMATION:
 136.6 ACRES
 126 WOODLAND AVE.
 CHATTANOOGA, TN 37405
 LOT SIZE: 0.15 AC (6,617 SQ FT)

OWNER/DEVELOPER:
 MATT MCCANNLEY
 728 CHERRY ST
 CHATTANOOGA, TN 37405

PROJECT ENGINEER:
 ASA ENGINEERING & CONSULTING, INC.
 714 CHERRY ST
 CHATTANOOGA, TN 37402

ZONING INFORMATION:
 ZONING CLASS: E-3R4
 BASED ON GRAPHIC SCALING AND DETERMINATION THIS AREA PER FURNISHED COMMUNITY PANEL IS ZONED E-3R4 FEB. 3, 2016

SURVEY INFORMATION:
 BOUNDARY AND TOPOGRAPHIC INFO TAKEN FROM A SURVEY BY ASA ENGINEERING & CONSULTING, INC.

UTILITIES:

WATER: TENNESSEE AMERICAN WATER COMPANY
 1800 RIVERSIDE DRIVE
 CHATTANOOGA, TN 37405
 CONTRACT: TERN, SPS&I, EIT: (771-479-9000)

ELECTRIC: EP&S, 1829B
 CHATTANOOGA, TN 37422
 CONTRACT: MIKE JONES (865-343-9139)

GAS: CHATTANOOGA GAS COMPANY
 2207 OLNEY HILLS DRIVE
 CHATTANOOGA, TN 37405
 CONTRACT: JANA HILL (423-3283-1000)

PHONE: AT&T
 250 EAST 1ST AND BOND
 CHATTANOOGA, TN 37403
 CONTRACT: STEVE MCCOMACK (423-3283)

CABLE: COMCAST CABLE COMMUNICATIONS, INC.
 2009 EAST POLYMER DR. (PO BOX 18229)
 CHATTANOOGA, TN 37405
 CONTRACT: MIKE SCHOLTE (665-3900-2329)

SEWERS: CITY OF CHATTANOOGA - WASTEWATER
 455 MCCORMACK BEND RD
 CHATTANOOGA, TN 37405
 CONTRACT: MIKE HATHCOX (723-5285)

- RELEASING:**
- NEW DOMESTIC WATER SERVICE TO METERS.
 - COORDINATE WATER METERS AND T/MVC STANDARDS. COORD. WATER PLANS.
 - DISPERSE WATER SENSING LINE SEE AWP PLANS FOR CONTINUATION. SIZE & MATERIAL.
 - PVC STUB FOR DOMESTIC WASTE, IE - 8" PVC.
 - SEE AWP PLANS FOR CONTINUATION. CONTRACTOR TO VERIFY SENSING & SENSING LINE FOR CONNECTION.
 - PVC ROOF LEADER COLLECTION LINE IE - 8" PVC (SEE AWP PLANS FOR CONTINUATION).
 - TOP = 48" B7.
 - ROOF LEADER COLLECTION LINE 72" LF - 6" PVC @ 3" DIA. (SEE TO EXIST STRUCTURE).

GENERAL UTILITY NOTE: UNDERGROUND UTILITIES ARE SHOWN WHERE SURFACE LOCATIONS ARE AS POINTED OUT OR DESCRIBED BY CONTRACTOR. CONTRACTOR SHALL VERIFY ALL UTILITIES ARE TO BE CONSTRUCTED IN ACCORDANCE WITH THE CHATTANOOGA STANDARD SPECIFICATIONS AND SPECIFICATIONS FOR THE CONSTRUCTION OF SANITARY WATER, UTILITY NOTES, ALL MATERIAL UTILITIES ARE TO BE CONSTRUCTED IN ACCORDANCE WITH THE CHATTANOOGA STANDARD SPECIFICATIONS AND SPECIFICATIONS FOR THE CONSTRUCTION OF WATER MAINS AND SPECIAL NOTES. SIZE AND LOCATION OF WATER MAINS SHALL BE DETERMINED BY THE CHATTANOOGA STANDARD SPECIFICATIONS.

PARKING REQUIREMENTS:

SPACES PER UNIT = 6 SPACES REQ.
 TOTAL PROVIDED = 42 SPACES (SQUARE SPACES)

TRANSFORMER: TRANSFORMER TO BE PROVIDED BY THE CONTRACTOR AT THE CORNER OF MARKET ST. AND TRANSDRIVE AVE.

EXISTING TRANSFORMER

UNDERGROUND POWER FROM TRANSFORMER TO ELECTRICAL METERS BANK. SEE ELECTRICAL PLANS.

Know what you dig. Call before you dig.

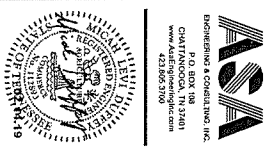
811

ANY LOCATION OF UNDERGROUND UTILITIES AS SHOWN HEREON ARE BASED ON AVAILABLE RECORDS AND RECORD DRAWINGS PROVIDED BY THE CONTRACTOR. CONTRACTOR SHALL VERIFY ALL UTILITIES ARE TO BE CONSTRUCTED IN ACCORDANCE WITH THE CHATTANOOGA STANDARD SPECIFICATIONS AND SPECIFICATIONS FOR THE CONSTRUCTION OF SANITARY WATER, UTILITY NOTES, ALL MATERIAL UTILITIES ARE TO BE CONSTRUCTED IN ACCORDANCE WITH THE CHATTANOOGA STANDARD SPECIFICATIONS AND SPECIFICATIONS FOR THE CONSTRUCTION OF WATER MAINS AND SPECIAL NOTES. SIZE AND LOCATION OF WATER MAINS SHALL BE DETERMINED BY THE CHATTANOOGA STANDARD SPECIFICATIONS.

BRIDGETENDER TOWNHOMES

FOR
WOODLAND FLATS, LLC

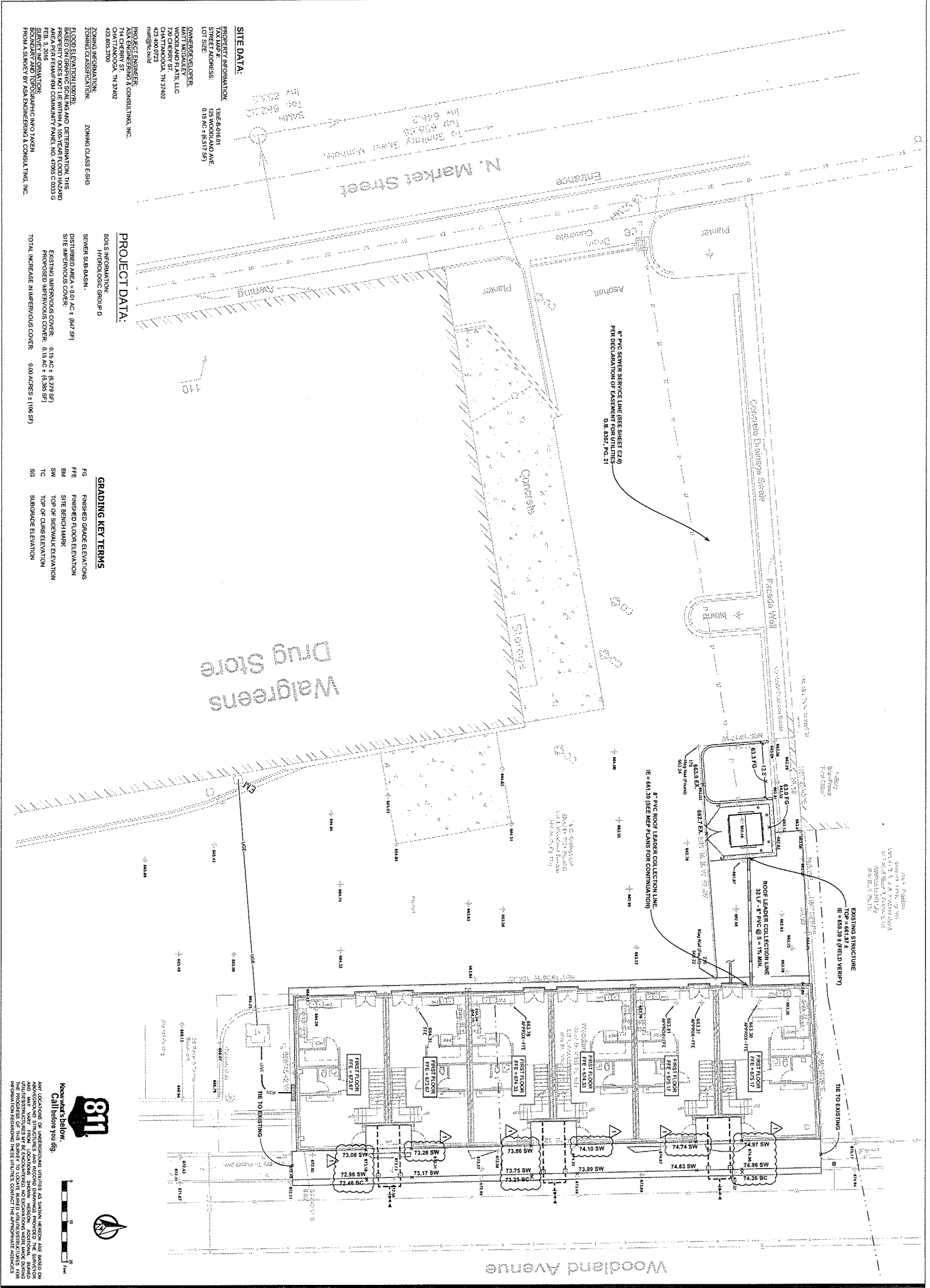
125 WOODLAND AVE., CHATTANOOGA, TN 37405



| NO. | REVISION/ISSUE | DATE |
|-----------------------------------------------|------------------------------------|------------|
| 1 <td>CITY COMMENTS <td>02/14/2019 </td></td> | CITY COMMENTS <td>02/14/2019 </td> | 02/14/2019 |

DATE: 02/06/2019
 PROJECT NO.: 18.0114
 SCALE: AS SHOWN
 DESIGNED BY: MLD
 DRAWN BY: CFF
 CHECKED BY: AMI
 TITLE: SITE PLAN & UTILITY PLAN

2/14/2019 5:29:13 PM | J:\01 - Project\2019\1810-0144 Woodland Townhomes\3 - Engineering\Civil\3 - SHEETS\C3.0 GRADING PLAN.dwg



SITE DATA:

PROPERTY INFORMATION:
 TAX MAP # 18E-8-01601
 STREET ADDRESS 125 WOODLAND AVE
 LOT SIZE 0.19 AC ± (6,317 SF)
 OWNER/DEVELOPER:
 WOODLAND FLATS, LLC
 726 CHERY ST
 CHATTANOOGA, TN 37402
 mail@wflats.com

PROJECT ENGINEER:
 ASA ENGINEERING & CONSULTING, INC.
 714 CHERY ST
 CHATTANOOGA, TN 37402
 423.85.3700
 mail@ase.com

ZONING INFORMATION:
 ZONING CLASS E-19B

PLANS OF RECORD, PERMITS, BASED ON THE EXISTING GRADING AND DETERMINATION THIS PROPERTY DOES NOT LE WITHIN A 100-YEAR FLOOD HAZARD AREA PER FEMA/FBI COMMUNITY PANEL NO. 4708-C-032-G SURVEY INFORMATION:
 BOUNDARY AND TOPOGRAPHIC INFO TAKEN FROM A SURVEY BY ASA ENGINEERING & CONSULTING, INC.

PROJECT DATA:

SOILS INFORMATION:
 HYDROLOGIC GROUP D
 SERVER SUB-BASIN:
 DISTURBED AREA ± 0.01 AC ± (647 SF)
 SITE IMPERVIOUS COVER:
 EXISTING IMPERVIOUS COVER 0.15 AC ± (6,379 SF)
 PROPOSED IMPERVIOUS COVER 0.19 AC ± (8,283 SF)
 TOTAL INCREASE IN IMPERVIOUS COVER 0.04 AC ± (1,904 SF)

GRADING KEY TERMS

FG FINISHED GRADE ELEVATIONS
 PFE FINISHED FLOOR ELEVATION
 BM SITE BENCH MARK
 TW TOP OF CURB ELEVATION
 SG SURFACE ELEVATION



SHEET NO.
C3.0

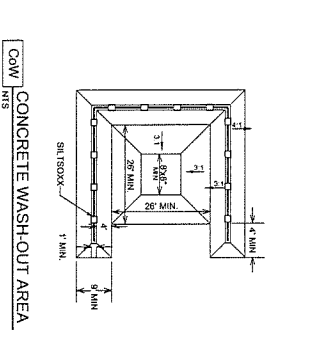
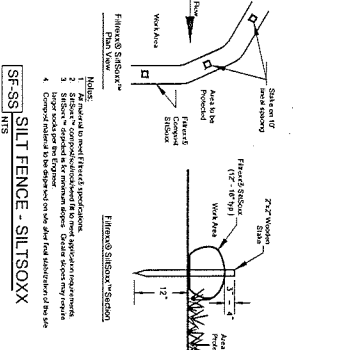
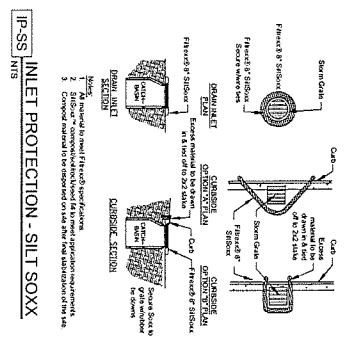
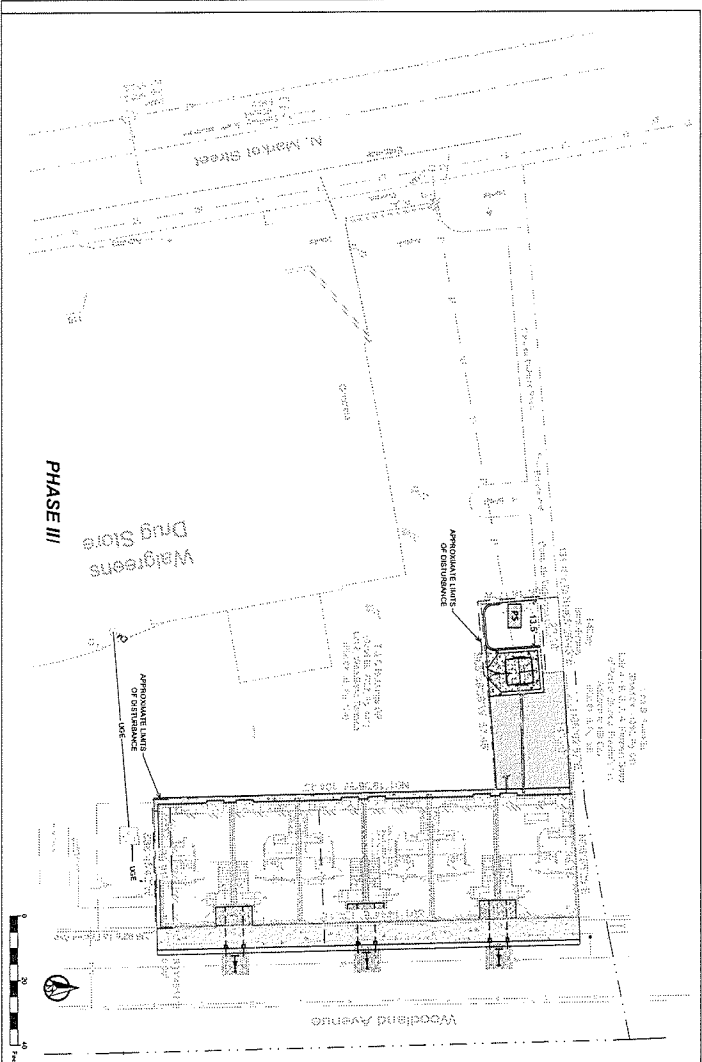
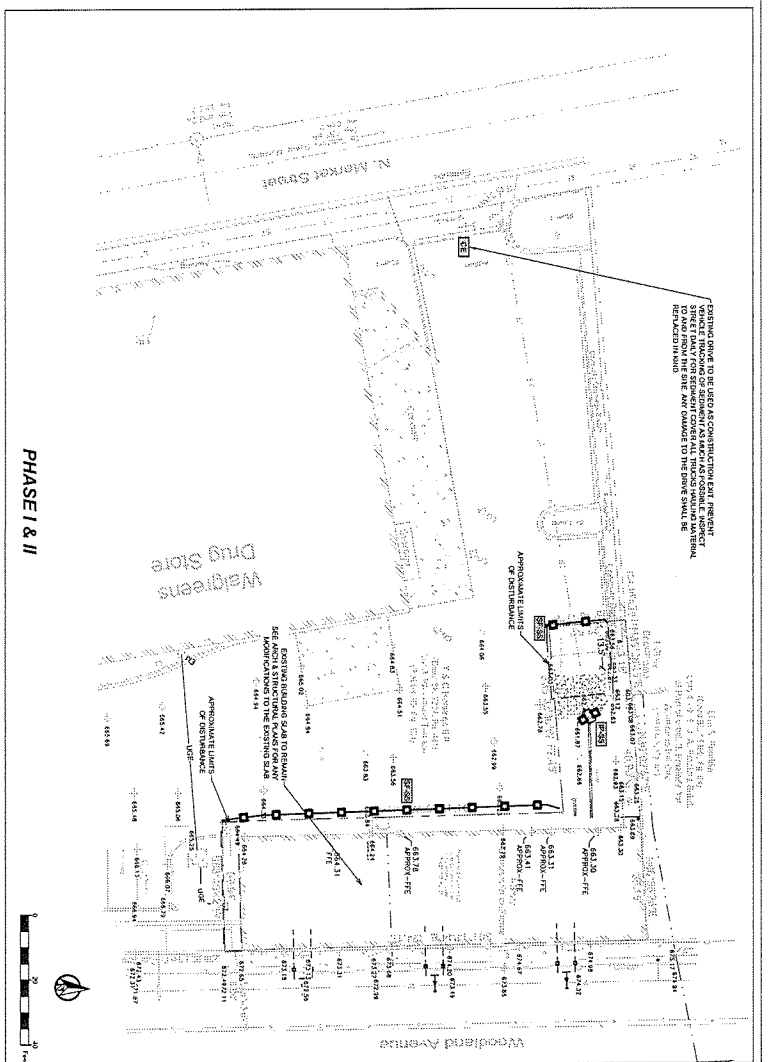
GRADING PLAN

| No. | Revision/Issue | Date |
|-----|----------------|------------|
| 1 | CITY COMMENTS | 02/01/2019 |

PROJECT NO. 181014
 DATE 02/06/2019
 SCALE AS SHOWN
 DESIGNED BY MLD
 DRAWN BY CFF
 CHECKED BY AMJ
 TITLE GRADING PLAN

BRIDGETENDER TOWNHOMES
 FOR
WOODLAND FLATS, LLC
 125 WOODLAND AVE., CHATTANOOGA, TN 37405

ASA
 ENGINEERING & CONSULTING, INC.
 CHATTANOOGA, TN 37405
 www.ASAEngineering.com
 423.85.3700



SITE DATA:
PROPERTY INFORMATION: 1.563 ACRES IN
 120' WIDE LOT
 120' WIDE LOT
 0.15 AC 1 (8,517 SF)
 0.15 AC 2 (8,517 SF)
OWNER/ENGINEER:
 WOODLAND FLATS, LLC
 CHATTANOOGA, TN 37402
PROJECT ENGINEER:
 ASA ENGINEERING & CONSULTING, INC.
 714 CHERRY ST., TN 37402
 423.883.3700
 me@mc-build.com

ZONING INFORMATION: ZONING CLASS E-310
FLOOD ELEVATION (FEET):
 BASED ON GAMING SCALING AND DETERMINATION, THIS
 PROPERTY DOES NOT LIE WITHIN A 100-YEAR FLOOD HAZARD
 ZONE (FIRM PANEL NO. 7900 C0393 D
 FEB. 3, 2016)

SURVEY INFORMATION:
 BOUNDARY AND TOPOGRAPHIC INFO TAKEN
 FROM A SURVEY BY ASA ENGINEERING & CONSULTING, INC.
 AND CLEMENS SURVEYING.

PROJECT DATA:
SOIL INFORMATION:
 1. 100% DISTURBED SOILS GROUP D
 DISTURBED AREA: 0.09 AC ± (847 SF)
 EXISTING IMPERVIOUS COVER: 0.15 AC ± (8,276 SF)
 PROPOSED IMPERVIOUS COVER: 0.15 AC ± (8,285 SF)
 TOTAL INCREASE IN IMPERVIOUS COVER: 0.00 ACRES ± (108 SF)

NOTE:
 CONTRACTOR SHALL BE RESPONSIBLE DURING CONSTRUCTION FOR THE
 CONTINUOUS MAINTENANCE OF SEDIMENT AND EROSION CONTROL
 MEASURES THROUGHOUT THE CONSTRUCTION PERIOD. CONTRACTOR SHALL COMPLY WITH ALL
 LOCAL EROSION CONTROL ORDINANCES AND STATE REQUIREMENTS. THE
 CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS
 AND APPROVALS FOR THE CONSTRUCTION OF THE PROJECT. CONTRACTOR SHALL
 MAINTAIN ACCESS TO ALL ADJACENT PROPERTIES AND UTILITIES AT ALL TIMES.
 SEE SHEET C4.1 FOR ADDITIONAL SEDIMENT AND EROSION CONTROL NOTES.

EROSION CONTROL LEGEND

| Symbol | Description |
|----------|------------------------|
| [Symbol] | Limit of Disturbance |
| [Symbol] | Construction Erosion |
| [Symbol] | Preparation Sediment |
| [Symbol] | Temporary Seeding |
| [Symbol] | Top Soil |
| [Symbol] | Silt Fence - Silt Soxx |

PROJECT SCHEDULE

| Task | Start | End |
|-----------------------------|-------|-----|
| EROSION CONTROL (PERMANENT) | 1 | 2 |
| CONCRETE WASH-OUT AREA | 3 | 4 |
| SILT SOXX | 5 | 6 |
| CONSTRUCTION | 7 | 8 |
| SEEDING | 9 | 10 |
| TOP SOIL | 11 | 12 |
| FINAL INSPECTION | 13 | 14 |

811
 Know what's below,
 Call before you dig.

ANY LOCATIONS OF UNDERGROUND UTILITIES OR SERVICES SHOULD BE MARKED ON
 THIS PLAN. CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY
 PERMITS AND APPROVALS FOR THE CONSTRUCTION OF THE PROJECT. CONTRACTOR
 SHALL MAINTAIN ACCESS TO ALL ADJACENT PROPERTIES AND UTILITIES AT ALL TIMES.
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 ACCESS TO ALL ADJACENT PROPERTIES AND UTILITIES AT ALL TIMES.

BRIDGETENDER TOWNHOMES

FOR
WOODLAND FLATS, LLC

125 WOODLAND AVE., CHATTANOOGA, TN 37405

ASA ENGINEERING & CONSULTING, INC.
 604 FIVE OAKS DR NW
 CHATTANOOGA, TN 37401
 www.asaengineers.com
 423.883.3700

| No. | Revision/Issue | Date |
|-----|----------------|------|
| | | |
| | | |

SHEET NO. **C4.0**

PROJECT NO. **EPSC**

DATE: 02-06-2019
 SCALE: AS SHOWN
 DESIGNED BY: MLD
 DRAWN BY: CFF
 CHECKED BY: AMV

EXHIBIT D

| <u>Unit</u> | <u>Percentage Interest</u> | <u># of Votes</u> |
|--------------|----------------------------|-------------------|
| 1 | 19.2% | 1.25 |
| 2 | 15.4% | 1 |
| 3 | 15.4% | 1 |
| 4 | 15.4% | 1 |
| 5 | 15.4% | 1 |
| 6 | 19.2% | 1.25 |
| Total | 100% | 6.5 |

CERTIFICATE OF AUTHENTICITY

I, Kirby W. Yost, do hereby make an oath that I am a licensed attorney and/or the custodian of the electronic version of the attached document tendered for registration herewith and that this is a true and correct copy of the original document executed and authenticated according to law.

Kirby W. Yost
Kirby W. Yost, Authorized Agent

STATE OF TENNESSEE
COUNTY OF HAMILTON

Personally appeared before me, Aleyce M. Fontenot, a notary public for this county and state, Kirby W. Yost who acknowledges that this certification of an electronic document is true and correct and whose signature I have witnessed.

Aleyce M. Fontenot
Aleyce M. Fontenot
My Commission Expires: 04/13/2021

