

This instrument prepared by:
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SHERRARD & ROE, PLC
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Nashville, Tennessee 37201

Instrument: 2014051900184
Book and Page: GI 10217 398
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Time: 12:24:01 PM
Contact: Pam Hurst, Register
Hamilton County, Tennessee

DECLARATION

OF

CAMERON HARBOR SINGLE-FAMILY HOMES, A CONDOMINIUM

ARTICLE I. SUBMISSION; DEFINED TERMS

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Section 1.1. Submission of Real Estate. Cameron Harbor Land Group, a Tennessee general partnership (the "Declarant"), owner in fee simple of the real estate described in Section 2.02 located in Hamilton County, Tennessee, hereby submits the real estate, together with all easements, rights and appurtenances thereto and the buildings and improvements erected or to be erected thereon (collectively, the "Property") to the provisions of T.C.A. § 66-27-201 through 507, known as the Tennessee Condominium Act of 2008 (the "Act"). The Property is described in Exhibit A.

Section 1.2. Defined Terms. Each capitalized term not otherwise defined in this Declaration or in the Plats and Plans shall have the meanings specified or used in the Act.

ARTICLE II. NAMES; DESCRIPTION OF REAL ESTATE; PLAT

Section 2.1. Names.

(a) Condominium. The name of the Condominium is Cameron Harbor Single-Family Homes, a Condominium.

(b) Association. The name of the Association is Cameron Harbor Single-Family Owners' Association, Inc.

(c) Master Condominium. The name of the Master Condominium in which the Condominium is Unit 1 is Cameron Harbor Master Condominium established pursuant to the Master Declaration.

(d) Master Association. The name of the Association formed to administer the affairs of the Master Condominium is Cameron Harbor Master Association, Inc.

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(e) Master Declaration. The Declaration establishing the Master Condominium is of record in Instrument No. _____ in the Register's Office for Hamilton County, Tennessee.

Section 2.2. Real Estate. The Condominium is located in Hamilton County, Tennessee. The real estate of the Condominium is described in Exhibit A.

Section 2.3. Plat. The Plat attached hereto as Exhibit B is made a part of this Declaration for the purpose of describing the Condominium and the Units.

ARTICLE III. THE ASSOCIATION

Section 3.1. Authority. The business affairs of the Condominium shall be managed by the Association. The Association shall be governed in accordance with its Charter and Bylaws, as amended from time to time.

Section 3.2. Powers.

(a) The Association shall have all of the powers, authority and duties permitted pursuant to the Act necessary and proper to manage the business and affairs of the Condominium.

(b) The Association may assign its future income, including its rights to receive Common Expense assessments, to finance Common Expenses.

Section 3.3. Declarant Control Period. The Declarant shall have all the powers reserved in Section 66-27-403(c) of the Act to appoint and remove officers and members of the Board of Directors until the earlier of (i) 120 days after the date by which 75% of the Units have been conveyed to unit owners other than the Declarant, or (ii) five (5) years after the first conveyance of a Unit to a purchaser (the "Declarant Control Period").

ARTICLE IV. UNITS

Section 4.1. Identification of Units. The identifying number of each Unit is shown on the Plat.

Section 4.2. Unit Boundaries. The boundaries of each Unit are located as shown on the Plat and are more particularly described as follows:

(a) Each Unit shall include the underlying land;

(b) The boundary of each Unit shall include the exterior walls of the residence constructed on such Unit;

(c) Each Unit shall include the stairways, porches, and balconies attached to the residence constructed on such Unit; and

(d) Each Unit shall include the heating and air conditioning apparatus and any utility meter serving a residence Unit constructed on such Unit.

Section 4.3. Alterations of Units. Subject to the approval of the Board of Directors, a Unit may be improved or altered as provided in Section 66-27-311 of the Act if the Owner of the Unit and any affected mortgagee shall submit to the Board of Directors such application as shall be reasonably required.

Section 4.4. Relocation of Boundaries Between Adjoining Units. Subject to the approval of the Board of Directors, the boundaries between adjoining Units may be relocated by an amendment to the Declaration as provided in Section 66-27-312 of the Act if the Owners of those Units and their respective mortgagees submit to the Board of Directors such application as shall reasonably be required. If approved, the Association shall prepare, execute and record an amendment to the Declaration at the expense of the Owners of the affected Units.

Section 4.5. Subdivision of Units. Upon approval of the Board of Directors, a Unit may be subdivided as provided in Section 66-27-313 of the Act if the Owner of the Unit to be subdivided and any affected mortgagee shall submit to the Board of Directors such application as shall be reasonably required, but such subdivision shall only be permitted for the purpose of enlarging an adjacent Unit pursuant to Section 4.4 hereof. If approved, the Association shall prepare, execute and record an amendment to the Declaration at the expense of the Owner of the subdivided Unit.

Section 4.6. Requirements for Approval. The Board of Directors may condition its approval of any application submitted pursuant to Sections 4.3, 4.4, and 4.5 hereof upon additional requirements related to preservation of the structural integrity, aesthetics, operating efficiency, and protection of the Condominium and other Unit Owners including, without limitation, minimum Unit size requirements, acceptable architectural and engineering plans, maintenance of liability, builder's risk, and workman's compensation insurance during construction, performance and payment bonds, or otherwise, the expense of which shall be borne by the affected Owners of the affected Units.

ARTICLE V. LIMITED COMMON ELEMENTS

Section 5.1. Limited Common Elements. A "Limited Common Element" means a portion of the Common Elements, designated in this Declaration, or on the Plat, or by the Act, for the exclusive use of one or more but fewer than all of the Units.

Section 5.2. Expense Allocation. Any Common Expense associated with the maintenance, repair or replacement of a Limited Common Element shall be assessed equally against the Units to which the Limited Common Element is assigned.

ARTICLE VI.

MAINTENANCE, REPAIR AND REPLACEMENT; INSURANCE

Section 6.1. Maintenance and Services Provided by the Association. The Association is responsible for maintenance, repair, and replacement of the Common Elements. In addition, the Association shall obtain property insurance on all improved Units following the completion of construction, and the Association provide water and sewerage service to all Units through a common meter.

Section 6.2. Expense Allocation. Common Expenses shall be assessed to the Units in accordance with their allocated interests as provided in Article VIII hereof.

Section 6.3. Unit Owner Maintenance. Each Unit Owner is responsible for maintenance, repair, and replacement of his or her Unit. In addition, the owner of each Unit shall maintain any part of such Unit that is visible from other Units in accordance with standards established by the Board of Directors.

Section 6.4. Reserves. The Association shall establish and maintain an adequate reserve for the replacement of improvements to the Common Elements and Limited Common Elements that shall be funded from the regular assessments on the Units.

Section 6.5. Reserve Fund Contribution. Upon the first conveyance of each Unit to a person or entity other than the Declarant, the Association shall specifically assess and collect with respect to each such Unit an amount equal to two (2) month's assessments for such Unit to be used by the Association as working capital during the initial months of operation of the Condominium that shall be deposited into a separate working capital fund maintained by the Association (the "Working Capital Fund"). The full amount of such Working Capital Fund must be available to the Association upon the expiration of the Period of Declarant Control.

Section 6.6. Insurance. The Association and each Unit Owner or the owner of a unit created within a Unit by the filing of an additional declaration shall maintain insurance as follows:

(a) The Association shall procure and maintain insurance as follows:

(A) The Association shall maintain the liability insurance required by T.C.A. § 66-27-413 that shall have limits of liability that shall be at least Two Million Dollars (\$2,000,000.00) for personal injury or death and One Million Dollars (\$1,000,000) for property damage arising out of a single occurrence.

(B) The Association shall maintain fidelity bonds or insurance coverage against dishonest acts on the part of such persons (including by way of illustration and not limitation, Association members, officers, directors, trustees, managers, agents, employees and volunteers) handling or responsible for funds belonging to or administered by the Association. In the event the Association has delegated some or all of the responsibility for the handling of funds to a management agent, such bonds or insurance coverage shall include officers,

employees and agents of such management agent. Such fidelity bond or insurance shall name the Association as the named insured and shall be written in an amount sufficient to cover the maximum funds that will be in the custody of the Association or its managing agent at any time while the bond is in force which is in no event less than one and one-half (1-1/2) times the Association's estimated annual operating expenses, including reserves. In connection with such coverage, an appropriate endorsement to such policy or bond in order to cover any persons who serve without compensation shall be added if the policy would not otherwise cover volunteers. Such fidelity bond or insurance shall also: (i) name the Association as an obligee; (ii) contain waivers by the issuers of the bonds of all defenses based upon the exclusion of persons serving without compensation from the definition of "employees", or similar terms or expressions; and (iii) provide that same may not be cancelled or substantially modified (including cancellation for non-payment of premium) without at least thirty (30) days prior written notice to the Association and all Eligible Mortgagees and the Federal National Mortgage Association, its successors or assigns. A management agent that handles funds for the Association should also obtain its own fidelity bond, which must provide the same coverage required of the Association. The Association should be named as an additional obligee in the management agent's bond.

(C) The Association shall maintain worker's compensation and other mandatory insurance, when applicable, to meet the requirements of the State of Tennessee.

(D) The named insured on all insurance policies purchased by the Association shall be the Association, individually, and as agent for the owners of the Units covered by the policy, without naming them, and as agent for their mortgagees without naming them. The Unit owners and their mortgagees shall be named as additional insureds. All policies of insurance must be consistent with state and local insurance laws and equal such coverage as is commonly required by prudent institutional mortgage investors.

(E) All policies of insurance shall provide that such policies may not be canceled or substantially modified without at least thirty (30) days prior written notice to all of the named insureds and all mortgagees of Units.

(b) Each owner of a Unit shall maintain the property and liability insurance required to be maintained by an association under T.C.A. § 67-27-413, subject to the following additional requirements and qualifications:

(A) If the Unit includes building improvements, such property insurance shall be equal to the full insurable replacement value of the insured property, without deduction for depreciation (i.e., one hundred percent (100%) of current "replacement cost" exclusive of land, foundations, excavation and other items normally excluded from coverages, but including all building service equipment), with a standard extended coverage endorsement, standard all-risk endorsement, an "agreed amount endorsement" or its equivalent, if available, or an "inflation guard endorsement", if available, a construction code endorsement, if applicable and to the extent required by the Federal National Mortgage Association, and steam boiler coverage, if applicable. Notwithstanding the foregoing, in no event shall the aggregate amount of the insurance obtained be less than the amount of the initial principal sum of all Eligible Mortgages in effect from time to time. The insured property shall include all Common and Limited Common Elements, including fixtures and building service equipment and common personal property and supplies belonging to the Association, and the Units. Such insurance shall, if so required by the Federal National Mortgage Association and if and to the extent reasonably available, also cover fixtures, equipment and other personal property inside a Unit if such fixtures, equipment or personal property are financed by a mortgage purchased by the Federal National Mortgage Association.

(B) Such comprehensive liability insurance shall have limits of liability that shall be at least Three Hundred Thousand Dollars (\$300,000) for personal injury or death and One Hundred Thousand Dollars (\$100,000) for property damage arising out of a single occurrence.

(C) All policies of insurance shall provide that such policies may not be canceled or substantially modified without at least thirty (30) days prior written notice to all of the named insured and all mortgagees.

Section 6.7. Repair or Replacement after Casualty or Condemnation. Any portion of the Condominium which is damaged or destroyed or condemned, shall be repaired or replaced promptly by the Association except for an occurrence of an event set forth in § 66-27-413 (h)(1) of the Act. Any reconstruction or repair of the Condominium or any Unit located therein shall be substantially in accordance with the Declaration and the original plans and specifications for the Condominium or the Unit unless modified by the vote of Unit Owner's possessing at least sixty-seven percent (67%) of the total percentage of ownership in the Condominium and mortgagees that represent at least fifty-one percent (51%) of the votes of Units that are subject to mortgages held by Eligible Mortgagees.

ARTICLE VII. DEVELOPMENT RIGHTS AND OTHER SPECIAL DECLARANT RIGHTS

Section 7.1. Development Rights. The Declarant reserves the following Development Rights:

(a) The right to amend this Declaration and the Plat, for the purpose of altering the boundaries between adjoining Units, and changing the allocated percentage of ownership allocated to such Units owned by the Declarant prior to the first conveyance of any such Units to a person other than the Declarant.

(b) The right to establish one or more exterior audio, television, microwave or other antennae or antennae dish or signal capture and distribution device as a Common Element for the Condominium as set forth in Section 9.1(d) of this Declaration.

(c) The right to add the Expansion Area depicted on the Plat to the Condominium and to create additional Units, Common Areas, and Limited Common Areas in such added real estate. The Expansion Area includes Units 2 and 3 in the Master Condominium. The addition must include one or both of the Units in the Expansion Area, may be exercised in one or two phases, and must include a complete Unit in the Master Condominium.

Section 7.2. Special Declarant Rights. The Declarant reserves the following Special Declarant Rights:

(a) The right to complete or make improvements indicated on the Plat;

(b) The right to exercise any Development Right;

(c) The right to maintain sales offices, management offices, signs advertising the condominium, and models in Units or on the Common Elements during the Declarant Control Period;

(d) The right to use, and to permit others to use, easements through the Common Elements as may be reasonably necessary for the purpose of discharging the Declarant's obligations under the Act and this Declaration or to exercise any Development Right;

(e) The right to appoint or remove any officer of the Association or any Director during the Declarant Control Period.

(f) The right to exercise any other rights reserved to the Declarant in this Declaration; and

(g) The right during the Declarant Control Period to amend this Declaration to comply with the requirements of the Federal National Mortgage Association ("FNMA"), the Federal Housing Authority ("FHA"), The Federal Home Loan Mortgage Corporation ("FHLMC"), the Veteran's Administration ("VA"), or other mortgage lending programs that can afford financing for the purchase of Units.

Section 7.3. Limitations on Special Declarant Rights. Unless sooner terminated by a recorded instrument signed by the Declarant, any Special Declarant Right may be exercised by the Declarant for the lesser of the period of time specified in the Act or this Declaration, as the case may be. If neither the Act nor the Declaration specifies a time within which such right may be exercised, it may be exercised at any time.

**ARTICLE VIII.
ALLOCATED INTERESTS**

Section 8.1. Common Elements. The Common Elements allocated to each Unit are set forth on Exhibit C. Such allocation is based on fraction, the numerator of which is one and the denominator of which is the total number of Units in the Condominium.

Section 8.2. Common Expenses. The Common Expenses are allocated equally among the Units.

Section 8.3. Votes. Votes are allocated equally to the Units.

Section 8.4. Allocations for Additional or Withdrawn Units. If Units are added to or withdrawn from the Condominium, the Common Elements, Common Expenses, and votes shall be reallocated equally among all resulting Units in the manner described in Sections 8.1, 8.2, and 8.3 herein.

**ARTICLE IX.
RESTRICTIONS ON USE, ALIENATION AND OCCUPANCY**

Section 9.1. Use and Occupancy Restrictions. Subject to the Special Declarant Rights reserved by the Declarant, the following use restrictions apply to all Units and to the Common Elements:

(a) Residential Use. No part of the Units or the Common Elements may be used for purposes other than housing and the related common purposes for which the Condominium was designed and as allowed by municipal zoning laws. Each Unit, or any two or more adjoining Units used together, shall be used only as a single-family residence, and for no other purpose, except that professional and quasi-professional people may use their residence (not in violation of municipal zoning laws) as an ancillary or secondary facility to an office established elsewhere. The foregoing restrictions as to residence shall not, however, be constructed in such manner as to prohibit the Owner of a Unit from: (i) maintaining a personal professional library; (ii) keeping his personal business or professional records or accounts; (iii) handling his personal business or professional telephone calls or correspondence. Such uses are expressly declared customarily incident to the principal residential use and not in violation of the foregoing restriction.

(b) Improper Activities. No immoral, improper, unlawful or offensive activity shall be carried on in any Unit or upon the Common Elements, nor shall anything be done which may be or become an annoyance or a nuisance to the Owners of Units. A Unit Owner shall not do or permit anything to be done or keep or permit to be kept in his Unit or on the Common Elements that will increase the rate of insurance on the Condominium.

(c) Signs. No signs or other advertising devices shall be displayed which are visible from the exterior of any Unit or on the Common Elements, including "For Sale" signs, except in conformity with Rules and Regulations promulgated by the Board of Directors.

(d) Antennae. No exterior radio, television, microwave, or other antennae or antennae dish or signal capture of distribution device shall be permitted outside any Unit except as expressly permitted by applicable law. The Declarant or the Association may establish one or more exterior audio, television, microwave or other antennae or antennae dish or signal capture and distribution device as a Common Element for the Condominium.

(e) Rules and Regulations. In addition to the restrictions set forth in subparagraphs (a)-(d) of this Section 9.1, the use of Units, the Common Elements, and the Limited Common Elements shall be subject to such Rules and Regulations as may be adopted by the Association.

Section 9.2. Restrictions on Alienation. A Unit shall be subject to the following restrictions on alienation:

(a) A Unit may not be conveyed pursuant to a time-sharing arrangement.

(b) A Unit may be leased or rented subject to the reasonable requirements of the Board of Directors in regard to leases and rental agreements. All leases must be in writing and shall incorporate the provisions of this Declaration and the bylaws. All leases must have a term of at least thirty (30) days.

ARTICLE X. EASEMENTS AND LICENSES

Section 10.1. Recording Data. All easements and licenses to which the Condominium is presently subject are shown on the Plat. In addition, the Condominium may be subject to other easements or licenses granted by the Declarant pursuant to Section 7.1 or 7.2 in this Declaration.

ARTICLE XI. ASSESSMENT LIENS

Section 11.1. Interest on Assessments. Any past due common expense assessment shall bear interest at the maximum effective annual rate of interest as determined by the Department of Financial Institutions.

Section 11.2. Power of Sale. The Association's lien for assessments may be enforced in like manner as a deed of trust with power of sale in accordance with T.C.A. §35-5-101, et. seq., provided that the Association shall give notice to the Unit Owner and to all lienholders of record prior to the first publication of notice as required under such section and T.C.A. §66-27-415. Subject to compliance with such requirements, the Association may sell the Unit at public auction for cash, and in bar of the statutory right and any equity of redemption, homestead, dower and all other rights and exemptions of every kind, all of which are hereby waived; and the Association shall apply the proceeds from such sale – First, to the payment of all costs and expenses of such sale, including attorneys' and trustees' fees and expenses incurred in connection with the sale and Grantor's default; Second, to the payment of the assessment and interest thereon; Third, the surplus, if any, to the parties legally entitled thereto.

Section 11.3. Personal Liability. Each Owner of a Unit (whether one or more persons and including all of the shareholders of any corporation) shall be and remain personally liable for the payment of all assessments which may be levied against such Unit by the Association in accordance with this Declaration and any applicable late charge and accrued interest thereon owed.

ARTICLE XII. RIGHTS OF MORTGAGEES

Section 12.1. Definitions

(a) "Mortgage" shall refer to any mortgage, deed to secure debt, deed of trust, or other transfer or conveyance of a Unit for the purpose of securing the performance of an obligation including, but not limited to, a transfer or conveyance of fee title for such purpose that has been duly recorded in the Register of Deeds Office for Davidson County, Tennessee.

(b) "Mortgagee" or "Mortgage Holder" shall mean the holder of any Mortgage.

Section 12.2. Additional Rights of Mortgage Holders and Other Parties. The following provisions are intended for the benefit of each Mortgage Holder, and to the extent that any other provisions of this Declaration conflict with the following provisions, the following provisions shall control:

(a) Consent of Mortgagees Required for Certain Material Changes. In addition to any other provisions of this Declaration that set forth particular requirements for amendment of this Master Deed, the consent of Mortgagees that represent at least fifty-one percent (51%) of the votes of Units that are subject to mortgages held by Mortgagees shall be required (i) for any amendment to this Master Deed which is of a material adverse nature to the rights of Mortgagees or (ii) to otherwise add or amend any provisions of this Declaration which establish, provide for, govern or regulate any of the following changes that do not involve the exercise of Development Rights or Special Declarant Rights expressly reserved under Article VII hereof:

(i) Reallocation of interests in the Common Elements or Limited Common Elements, or rights to their use;

(ii) Redefinition of any Unit boundaries;

(iii) Convertibility of Units into Common Elements or vice versa;

(iv) Any provisions that expressly benefit mortgage holders, insurers or guarantors;

(v) Voting rights;

(vi) Increases in assessments that raise the previously assessed amount by more than 25%, assessment liens, or the priority of assessments;

- Common Elements;
- (vii) Reduction in reserves for maintenance, repair and replacement of
 - (viii) Insurance or fidelity bonds;
 - (ix) Responsibility for maintenance and repair of the Condominium.
 - (x) Leasing of Units (including, without limitation, modifying or imposing restrictions on leasing of Units); and
 - (xi) Imposition of any restriction on the transfer of a Unit.
 - (xii) Restoration or repair of the Condominium (after damage or partial condemnation) in a manner other than that specified in the Declaration;
 - (xiii) Any provisions that expressly benefit mortgage holders, insurers or guarantors; and
 - (xiv) Termination of the legal status of the Condominium after substantial destruction or condemnation.

Notwithstanding the foregoing, the Condominium Project may not be terminated except with the written approval of Mortgagees that represent at least sixty-seven percent (67%) of the votes of Units that are subject to mortgages.

(b) Notice to Mortgagees and Guarantors. Each Mortgagee, insurer or guarantor of a mortgage on a Unit, shall be furnished written notice by the Association in the event of the occurrence of:

- (i) any material damage to or destruction of the Units or Common Elements (for such purposes, any damage or destruction affecting any portion of the Common Element to the extent of Ten Thousand Dollars (\$10,000.00) or more of their value, or, if damage, destruction or taking shall occur to a Unit, to the extent of One Thousand Dollars (\$1,000.00) of its value or more, shall be deemed material);
- (ii) any condemnation proceeding affecting the Unit or any material portion of the Condominium;
- (iii) any delinquency of sixty (60) days or more in the payment of Assessments or other charges owed by the Owner of any Unit on which such Mortgage Holder holds a mortgage;
- (iv) any lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Association; or
- (v) any proposed action which would require the consent of a specified number of Mortgagees pursuant to the terms of this Declaration.

(c) First Mortgagee's Rights Confirmed. Notwithstanding any provision of this Declaration or the Bylaws to the contrary, first Mortgagees shall have the following additional rights:

(i) The distribution to a Unit Owner of insurance proceeds of any condemnation award for losses to or a taking of a Unit or Common Elements shall at all times be subject to the terms of the first Mortgage Holder's mortgage, and no provision hereof shall be deemed to give a Unit Owner or any other party priority over any rights of the first Mortgagees of Units pursuant to their mortgages in respect to the distribution of such awards or proceeds.

(ii) Any first Mortgagee who obtains title to a Unit through foreclosure or pursuant to the remedies under its first on such Unit shall not be liable for any Assessments other than six (6) months (or less) of the Unit's unpaid general Assessments, together with the costs of collecting such unpaid general Assessments as is permitted hereunder.

(iii) The right to examine current copies of this Declaration, the By-Laws, the Charter, rules and regulations and the books, records and financial statements of the Association during normal business hours.

(iv) The right to receive, without any charge and within a reasonable time after such request, the annual financial statement which is prepared and distributed by the Association to the Unit Owners at the end of its fiscal year, and if expressly requested by any of the agencies or corporations which has an interest or prospective interest in the Condominium (HUD, FNMA, FHLMC, or VA) an audited financial statement for the immediately preceding fiscal year.

(d) Deemed Approval by Mortgagees. Any Mortgagee who receives a written proposal to approve amendments or other actions requiring the consent of Mortgagees and fails to deliver or mail to the requesting party a negative response within sixty (60) days following receipt of notice of such proposal shall be deemed to have approved such request, provided that the notice was delivered by certified or registered mail, "return receipt requested."

(e) No Impairment of Mortgagees' Rights. Notwithstanding anything to the contrary herein contained, the provisions of Section 9.2(b) governing leases of Units shall not apply to impair the right of any Mortgagee to:

(i) foreclose or take title to a Unit pursuant to remedies contained in its Mortgage; or

(ii) take a deed or assignment in lieu of foreclosure in the event of default by a mortgagor; or

(iii) sell, lease, or otherwise dispose of a Unit acquired by the Mortgagee.

Section 12.3. Notice to Association. Upon request, each Unit Owner shall be obligated to furnish to the Association the name and address of any Mortgagee encumbering such Owner's Unit.

ARTICLE XIII Book and Page: GI 10217 410
LIABILITY AND ENFORCEMENT ACTIONS

The Association or any Unit Owner shall have the right to prosecute any proceedings at law or in equity against any person or persons violating any of the provisions of this Declaration, the bylaws, or any rules and regulations of the Association, and to obtain relief by way of injunction, money damages, or both. No delay or omission on the part of the Association or a Unit Owner in exercising any right, power or remedy herein provided in the event of any breach of the foregoing covenants shall be construed as a waiver thereof or acquiescence therein. In the event any provision of the foregoing covenants shall be held invalid by judgment or court order, it shall not be deemed to affect any of the other covenants contained herein, which shall continue and remain in full force and effect. In the event that any of the foregoing covenants shall be declared void by a court of competent jurisdiction by reason of the period of time herein stated for which the same shall be effective, then the term of such covenant shall be reduced to the maximum period of time allowed by the laws of the State of Tennessee. Should the Association or an aggrieved Co-owner employ counsel to enforce any of the foregoing covenants, the Association or such Co-owner, as the case may be, shall be entitled to recover from the breaching Co-owner the attorney's fees and expenses incurred in such action, provided the Association or such Co-owner ultimately prevails in such action.

**ARTICLE XIV.
MASTER ASSOCIATION**

Section 14.1. Common Elements Appurtenant to Property. The powers of the Association in regard to the Common Elements appurtenant to the Property shall be exercised by the Master Association.

Section 14.2. Assessments Due Master Association. The Association shall pay all assessments due with respect to the Condominium under the Master Declaration, and such assessment shall be part of the Common Expenses of the Condominium assessable to the Unit Owners.

Section 14.3. Rights of Unit Owner in Master Condominium. The Association shall exercise the rights of the owner of a unit in the Master Condominium applicable to the Property, including the right to vote for members of the Board of Directors of the Master Association.

Section 14.4. Restrictions on Units. The Units shall be subject to the restrictions and other terms and conditions of the Master Declaration as supplemented by this Declaration.

IN WITNESS WHEREOF, the Declarant has caused this Declaration to be executed by its duly authorized officer this 16th day of May, 2014.

CAMERON HARBOR LAND GROUP, a
Tennessee general partnership

By: *Aaron White*
Aaron White, Managing Partner

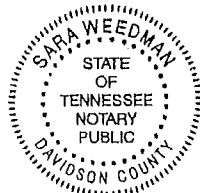
STATE OF TENNESSEE)
)
COUNTY OF DAVIDSON)

Before me, the undersigned, a Notary Public in and for the County and State aforesaid, personally appeared Aaron White with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself to be Managing Partner of Cameron Harbor Land Group, a Tennessee general partnership, the within named bargainor, and that he as such Managing Partner, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the partnership by himself as Managing Partner.

Witness my hand and seal at office in Nashville, Tennessee, this 16 day of May, 2014.

Sara Weedman
Notary Public

My Commission Expires:



My Commission Expires SEPT. 11, 2017

EXHIBIT A

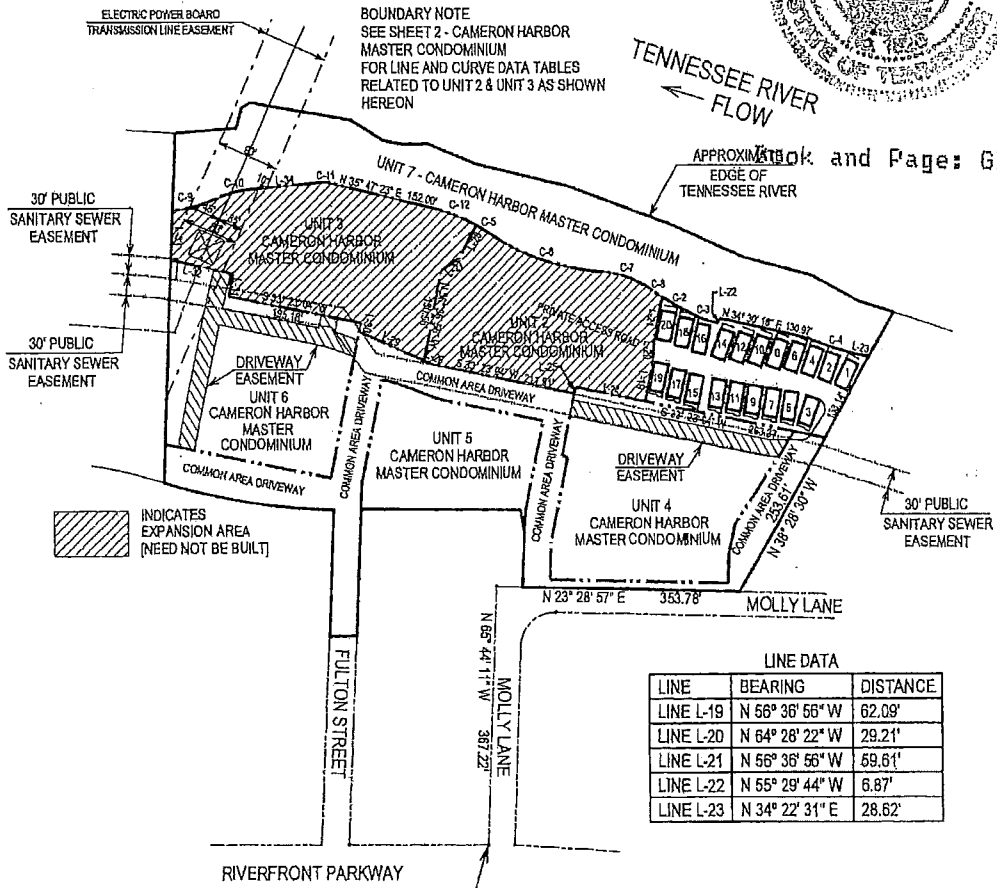
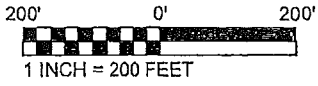
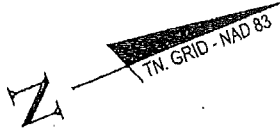
Description of Land

Unit 1 in Cameron Harbor Master Condominium created by the Declaration of record in Instrument No. 2014051900183 in the Register's Office for Hamilton County, Tennessee

BK-10217 -Pg 377

EXHIBIT B Book and Page: GI 10217 413

Plat of Cameron Harbor Single-Family Homes, a Condominium



LINE DATA

| LINE | BEARING | DISTANCE |
|-----------|-----------------|----------|
| LINE L-19 | N 56° 36' 56" W | 62.09' |
| LINE L-20 | N 64° 28' 22" W | 29.21' |
| LINE L-21 | N 56° 36' 56" W | 59.61' |
| LINE L-22 | N 55° 29' 44" W | 6.87' |
| LINE L-23 | N 34° 22' 31" E | 28.62' |

CURVE DATA

| CURVE | ARC | RADIUS | DELTA | BEARING | DISTANCE |
|-----------|--------|---------|-------------|-----------------|----------|
| CURVE C-2 | 45.61' | 677.43' | 03° 51' 28" | N 52° 38' 39" E | 45.60' |
| CURVE C-3 | 42.66' | 120.00' | 20° 22' 11" | N 40° 31' 49" E | 42.44' |
| CURVE C-4 | 64.52' | 320.00' | 11° 33' 05" | N 40° 09' 03" E | 64.41' |

P.O.C.
 N=261,930.4546
 E=2,171,781.9276
 N.A.D. 83
 NO DATUM
 ADJUSTED
 APPLIED

1. The Property includes Unit 1, in the Cameron Harbor Master Condominium filed for record in instrument number _____ in the Register's Office for Hamilton County, Tennessee.
2. This survey meets the requirements of an urban land survey (category 1), with a ratio of precision in the unadjusted survey greater than 1:10,000 as per standards of practice adopted by the Board of Examiners for Land Surveyors, State of Tennessee.
3. The property is currently zoned C-3.
4. The numbered parcels are Units and all areas outside the numbered Units are Common Elements.
5. Areas depicted as Expansion Areas are Units 2 and 3 of the Cameron Harbor Master Condominium.
6. Areas designated as Common Area Driveways and Driveway Easements by the Cameron Harbor Master Condominium, which are appurtenant to the property but not governed by this plat.
7. Buildings to be erected within Units 1-20 are positioned on the zero foot front setback along the Private Access Road. All buildings on this Property are designed to be within this setback and 6.5 feet apart.

This Plat contains all information required by T.C.A. 66-27-309.

EXHIBIT "B"

| | | | |
|--|---|----------------------------|---------------------------|
| BARGE WASSON SUMNER & CANNON, INC. ENGINEERS PLANNERS LANDSCAPE ARCHITECTS AND SURVEYORS <small>170 Market Street, Suite 200 Chattanooga, Tennessee 37402 PHONE (423) 756-3025 FAX (423) 756-4471</small> | PLAT OF CAMERON HARBOR SINGLE-FAMILY HOMES, A CONDOMINIUM | DRAWN BY: WNH | CHECKED BY: JWW |
| | 556 MOLLY LANE CHATTANOOGA, HAMILTON COUNTY, TENNESSEE | SHEET 1 of 1 | |
| | PROJECT NO.: 35658-01 | DATE: 05-16-2014 | |

EXHIBIT C

ALLOCATED INTERESTS

| UNIT NO. | Percentage Interest in Common Elements | Votes |
|----------|---|-------|
| 1 | 5% | 1 |
| 2 | 5% | 1 |
| 3 | 5% | 1 |
| 4 | 5% | 1 |
| 5 | 5% | 1 |
| 6 | 5% | 1 |
| 7 | 5% | 1 |
| 8 | 5% | 1 |
| 9 | 5% | 1 |
| 10 | 5% | 1 |
| 11 | 5% | 1 |
| 12 | 5% | 1 |
| 13 | 5% | 1 |
| 14 | 5% | 1 |
| 15 | 5% | 1 |
| 16 | 5% | 1 |
| 17 | 5% | 1 |
| 18 | 5% | 1 |
| 19 | 5% | 1 |
| 20 | 5% | 1 |
| TOTAL | 100.0% | 20 |

EN This instrument prepared by:
SHERRARD & ROE, PLC (JHR)
150 Third Avenue South, Suite 1100
Nashville, Tennessee 37201

Instrument: 2014060200309
Book and Page: GI 10227 4
MISC RECORDING FEE \$15.00
DATA PROCESSING FEE \$2.00
Total Fees: \$17.00
User: KDS
Date: 6/2/2014
Time: 4:36:38 PM
Contact: Pam Hurst, Register
Hamilton County, Tennessee

DEED OF CORRECTION

To

Declaration of Cameron Harbor Single-Family Homes, A Condominium

WHEREAS, by Declaration of Cameron Harbor Single-Family Homes, a Condominium dated May 16, 2014, of record in Book 10217, page 398, Register's Office for Hamilton County, Tennessee, (the "Declaration"), Cameron Harbor Land Group, a Tennessee general partnership (the "Declarant") submitted certain real property located in the County of Hamilton, State of Tennessee (the "Property") to a condominium regime;

WHEREAS, the form of the Declarant's signature was as follows:

2/2
CAMERON HARBOR LAND GROUP, a Tennessee general partnership

By: _____
Aaron White, Managing Partner

WHEREAS, the Declarant desires by this instrument to correct the name of the authorized Managing Partner by changing the form of authorized signature to read as follows:

CAMERON HARBOR LAND GROUP, a
Tennessee general partnership,

By: 139 PARTNERS, a Tennessee general partnership
d/b/a Evergreen Real Estate, its Managing Partner

By: _____
Aaron White, Partner

THIS DEED IS MADE TO CORRECT the name of the authorized Managing Partner signing the Declaration and to confirm that the Declaration has been duly executed by the authorized Managing Partner.

Except as expressly modified hereby, the Declaration is ratified and confirmed in all respects on behalf of the Declarant.

IN WITNESS WHEREOF this Deed of Correction has been executed and delivered by the duly authorized Managing Partner of Declarant this 19th day of May, 2014.

CAMERON HARBOR LAND GROUP, a
Tennessee general partnership,

By: 139 PARTNERS, a Tennessee general partnership
d/b/a Evergreen Real Estate, its Managing Partner

By: *Aaron White*
Aaron White, Partner

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Book and Page: GI 10227 6

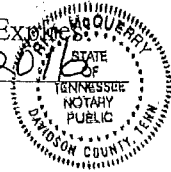
Personally appeared before me, the undersigned, a Notary Public for the state and county aforesaid, Aaron White, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), who upon oath acknowledged that he is a partner of 139 Partners, a Tennessee general partnership, d/b/a Evergreen Real Estate, the Managing Partner of CAMERON HARBOR LAND GROUP, a Tennessee general partnership (the "Partnership"), and is authorized by the Partnership to execute this instrument on behalf of the Partnership.

WITNESS my hand and seal at office in Nashville, Tennessee, this 19th day of May, 2014.

Rita McQuerry
Notary Public

My Commission Expires

3-8-2016



NOTARY PUBLIC
Rita McQuerry
My Commission Expires
March 8, 2016
STATE OF TENNESSEE

STATE OF TENNESSEE)
DAVIDSON COUNTY)

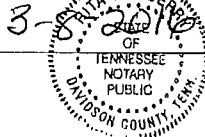
No transfer tax is due pursuant to T.C.A. § 67-4-409(a)(3)(A).

[Signature]
Affiant

Subscribed and sworn to before me this 19th day of May, 2014.

Rita McQuerry
Notary Public

My commission expires:



NOTARY PUBLIC
Rita McQuerry
My Commission Expires
March 8, 2016
STATE OF TENNESSEE

FedEx

THIS INSTRUMENT PREPARED BY:
SHERRARD & ROE, PLC
Suite 1100, 150 Third Avenue South
Nashville, TN 37201

Instrument: 2015040900192
Book and Page: GI 10440 880
MISC RECORDING FEE \$35.00
DATA PROCESSING FEE \$2.00
Total Fees: \$37.00
User: DLS
Date: 4/9/2015
Time: 3:42:34 PM
Contact: Pam Hurst, Register
Hamilton County, Tennessee

AMENDMENT NO. 1

TO

DECLARATION OF CONDOMINIUM

FOR

CAMERON HARBOR SINGLE-FAMILY HOMES, A CONDOMINIUM

389

Cameron Harbor Homes, LLC, a Tennessee limited liability company (hereinafter referred to as the "Declarant"), pursuant to the provisions of Tennessee Code Annotated, § § 66-27-201 through 507, known as the Tennessee Condominium Act of 2008 (the "Act"), for the purpose of amending the previously filed Declaration of Condominium, does hereby declare as follows:

WITNESSETH:

WHEREAS, Cameron Harbor Land Group, a Tennessee general partnership (the "Original Declarant") has heretofore submitted a certain tract or parcel of land (the "Property") in Hamilton County, Tennessee, to condominium ownership pursuant to the Declaration of Cameron Harbor Single-Family Homes, A Condominium of record at Instrument No. *2014051900184, in the Register's Office for Hamilton County, Tennessee (the "Declaration");

WHEREAS, defined terms used in the Declaration and not otherwise defined herein shall have the same meanings ascribed to them in this Amendment No. 1;

WHEREAS, pursuant to a Transfer of Certain Declarant Rights of record at Instrument No. 2014052100090 in said Register's Office, Declarant hereunder succeeded to the Development Rights of the Original Declarant under Section 7.1 of the Declaration in respect of the Units in the Master Condominium as they are acquired from Original Declarant;

WHEREAS, Declarant has acquired title to Unit 2 of the Master Condominium by Special Warranty Deed of record at Instrument No. 2014052100089 in said Register's office;

WHEREAS, the Plat attached as **Exhibit B** to the Declaration describes an Expansion Area that includes Units 2 and 3 of the Master Condominium;

WHEREAS, pursuant to Section 7.1(c) of the Declaration, Declarant has the Development Right to add Unit 2 of the Master Condominium to the Condominium and to create additional Units, Common Areas, and Limited Common Areas within such portion of the Expansion Area;

*Book 10217 Page 398

WHEREAS, the Section, paragraph and Exhibit designations in the Declaration shall be used to reference the amendments thereto hereinafter described;

NOW, THEREFORE, pursuant to the authority granted in Section 7.1(c) of the Declaration and, for the purpose of making Unit 2 of the Master Condominium a part of the Condominium, and to create additional Units, Common Areas, and Limited Common Areas with the expanded Condominium, Declarant hereby amends and supplements the Declaration as follows:

Section 2.1 Names.

(c) **Master Condominium.** This section is amended and restated to read as follows:

The name of the Master Condominium in which the Condominium is Units 1 and 2 is Cameron Harbor Master Condominium established pursuant to the Master Declaration.

Section 2.3. Plat.

The Plat attached to the Declaration as **Exhibit B** is hereby amended by substituting therefor the attached **Revised Exhibit B**, which makes Unit 2 of the Master Condominium a part of the Condominium and creates additional Units, Common Areas and Limited Common Areas in such portion of the Expansion Area.

Section 8.1 Common Elements.

Section 8.1 is amended to reallocate the Common Elements, as required by Section 8.4, by amending **Exhibit C** to the Declaration by substituting therefor the attached **Revised Exhibit C** as follows:

Except as expressly modified hereby, all terms and provisions of the Declaration shall continue and remain in full force and effect.

IN WITNESS WHEREOF, the Declarant has caused the foregoing Amendment No. 1 to the Declaration of Cameron Harbor Single-Family Homes, A Condominium to be duly executed and delivered by its duly authorized officer on this 7th day of April, 2015.

Cameron Harbor Homes, LLC, a Tennessee
Limited liability company

By: 139 Partners, a Tennessee general
Partnership d/b/a Evergreen Real Estate

Title: Sole Member

By: 
Aaron White, Partner

STATE OF TENNESSEE)
)
COUNTY OF DAVIDSON)

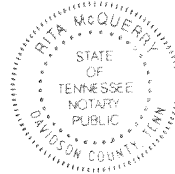
Before me, the undersigned, a Notary Public in and for the County and State aforesaid, personally appeared Aaron White with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself to be a Partner of 139 Partners, a Tennessee general partnership and Sole Member of Cameron Harbor Homes, LLC, the within named bargainor, a Tennessee limited liability company, and that he as such Partner, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the company by himself as Partner.

Witness my hand and seal at office in Nashville, Tennessee, this 7th day of April, 2015.

Rita McQuery

Notary Public

*My commission expires:
3-8-2016*

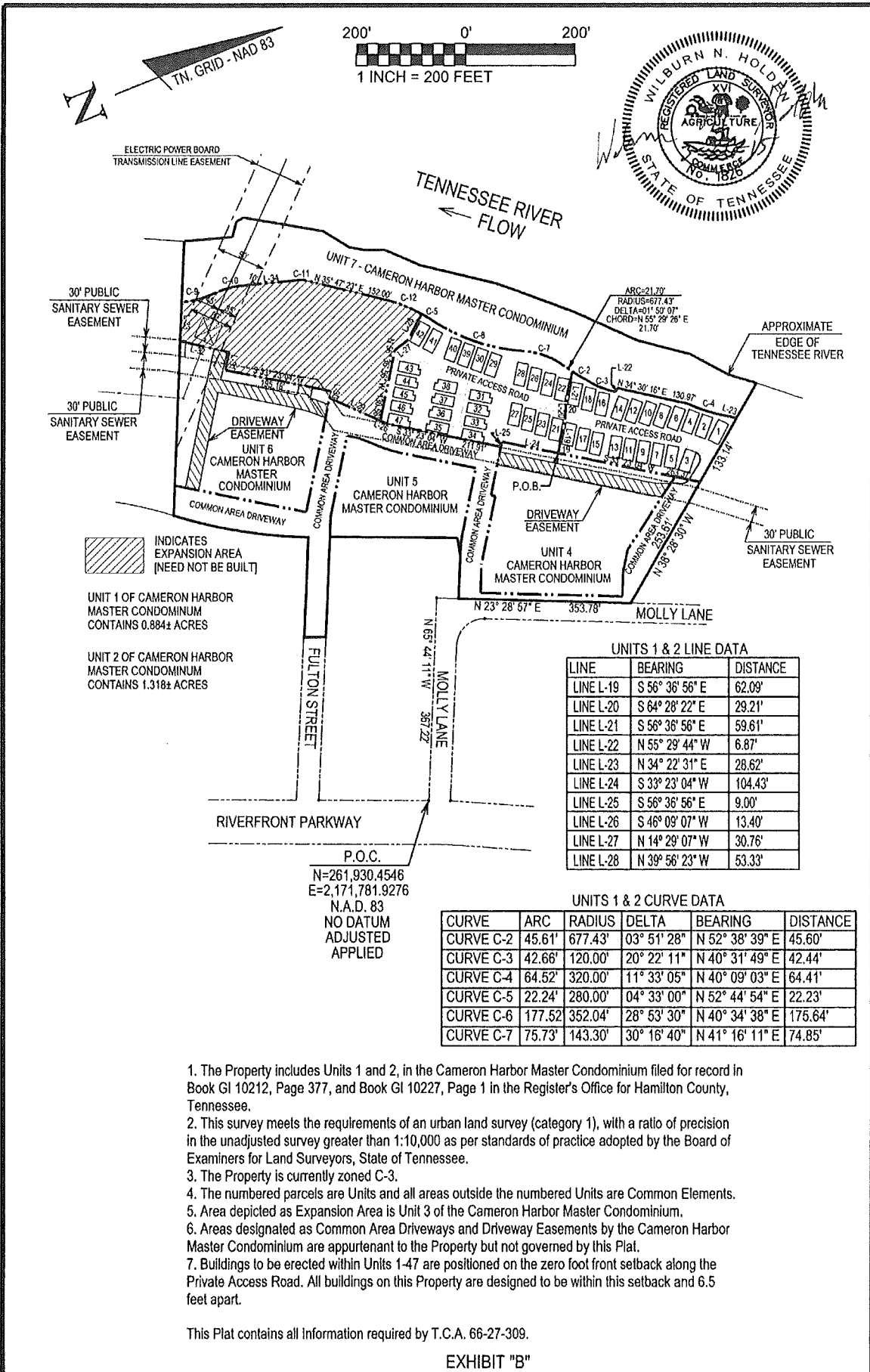


NOTARY PUBLIC
Rita McQuery
My Commission Expires
March 8, 2016
STATE OF TENNESSEE

REVISED EXHIBIT B

**The Plat of Cameron Harbor Single-Family
Homes, a Condominium**

(See Attached)



- The Property includes Units 1 and 2, in the Cameron Harbor Master Condominium filed for record in Book GI 10212, Page 377, and Book GI 10227, Page 1 in the Register's Office for Hamilton County, Tennessee.
- This survey meets the requirements of an urban land survey (category 1), with a ratio of precision in the unadjusted survey greater than 1:10,000 as per standards of practice adopted by the Board of Examiners for Land Surveyors, State of Tennessee.
- The Property is currently zoned C-3.
- The numbered parcels are Units and all areas outside the numbered Units are Common Elements.
- Area depicted as Expansion Area is Unit 3 of the Cameron Harbor Master Condominium.
- Areas designated as Common Area Driveways and Driveway Easements by the Cameron Harbor Master Condominium are appurtenant to the Property but not governed by this Plat.
- Buildings to be erected within Units 1-47 are positioned on the zero foot front setback along the Private Access Road. All buildings on this Property are designed to be within this setback and 6.5 feet apart.

This Plat contains all information required by T.C.A. 66-27-309.

EXHIBIT "B"

BWSC
 BARGE WAGGONER SUMNER & CANNON, IN
 ENGINEERS PLANNERS
 LANDSCAPE ARCHITECTS AND SURVEYORS
 110 Market Street, Suite 200 Chattanooga, Tennessee 37402
 PHONE: (423) 256-3025 FAX: (423) 256-8417

REVISED PLAT OF CAMERON HARBOR
 SINGLE-FAMILY HOMES, A CONDOMINIUM
 556 MOLLY LANE
 CHATTANOOGA, HAMILTON COUNTY, TENNESSEE

| | |
|-----------------------------|---------------------|
| DRAWN BY: ABW | CHECKED BY: WNH |
| DRAWING NO: SHEET 1 of 1 | |
| PROJECT NO.: 35858-02 | DATE: 03-26-2015 |

REVISED EXHIBIT C**ALLOCATED INTERESTS**

| UNIT NO. | Percentage Interest in Common Elements | Votes |
|----------|---|-------|
| 1 | 2.127659574468085 | 1 |
| 2 | 2.127659574468085 | 1 |
| 3 | 2.127659574468085 | 1 |
| 4 | 2.127659574468085 | 1 |
| 5 | 2.127659574468085 | 1 |
| 6 | 2.127659574468085 | 1 |
| 7 | 2.127659574468085 | 1 |
| 8 | 2.127659574468085 | 1 |
| 9 | 2.127659574468085 | 1 |
| 10 | 2.127659574468085 | 1 |
| 11 | 2.127659574468085 | 1 |
| 12 | 2.127659574468085 | 1 |
| 13 | 2.127659574468085 | 1 |
| 14 | 2.127659574468085 | 1 |
| 15 | 2.127659574468085 | 1 |
| 16 | 2.127659574468085 | 1 |
| 17 | 2.127659574468085 | 1 |
| 18 | 2.127659574468085 | 1 |
| 19 | 2.127659574468085 | 1 |
| 20 | 2.127659574468085 | 1 |
| 21 | 2.127659574468085 | 1 |
| 22 | 2.127659574468085 | 1 |
| 23 | 2.127659574468085 | 1 |
| 24 | 2.127659574468085 | 1 |
| 25 | 2.127659574468085 | 1 |
| 26 | 2.127659574468085 | 1 |
| 27 | 2.127659574468085 | 1 |
| 28 | 2.127659574468085 | 1 |
| 29 | 2.127659574468085 | 1 |
| 30 | 2.127659574468085 | 1 |
| 31 | 2.127659574468085 | 1 |
| 32 | 2.127659574468085 | 1 |
| 33 | 2.127659574468085 | 1 |
| 34 | 2.127659574468085 | 1 |
| 35 | 2.127659574468085 | 1 |
| 36 | 2.127659574468085 | 1 |
| 37 | 2.127659574468085 | 1 |
| 38 | 2.127659574468085 | 1 |
| 39 | 2.127659574468085 | 1 |

| | | |
|-------|-------------------|----|
| 40 | 2.127659574468085 | 1 |
| 41 | 2.127659574468085 | 1 |
| 42 | 2.127659574468085 | 1 |
| 43 | 2.127659574468085 | 1 |
| 44 | 2.127659574468085 | 1 |
| 45 | 2.127659574468085 | 1 |
| 46 | 2.127659574468085 | 1 |
| 47 | 2.127659574468085 | 1 |
| TOTAL | 100% | 47 |



ADDDOC2631386

THIS IS NOT A BILL

Pam Hurst
Hamilton County Register of Deeds

Hamilton County, Tennessee

Return To: FEDEX SHERRARD & ROE PLC
150 THIRD AVE S
STE 1100
NASHVILLE, TN 37201

| | | | |
|----------------|---------------|-------|-----|
| Index: | GENERAL INDEX | | |
| Book: | 10440 | Page: | 880 |
| No Pages: | 7 | | |
| Instrument: | DECLARATION | | |
| Instrument No: | 2015040900192 | | |
| Reference No: | | | |

- 1 CAMERON HARBOR LAND GROUP
- 2 DECLARATION

Exempt

| | | |
|---------------------|-------|---|
| MISC RECORDING FEE | 35.00 | N |
| DATA PROCESSING FEE | 2.00 | N |
| <hr/> | | |
| Total: | 37.00 | |

State of Tennessee

Recorded on: Apr 09, 2015 03:42:34 PM

DO NOT PAY \$83-\$89, or more, for a Certified Copy of a Deed - Scam Letter is being mailed to Hamilton County, TN citizens.

The Hamilton County Register's Office charges \$1.00, per page, for a Certified Copy of any recorded DEED. Generally, a Deed has 2-5 pages. If you receive a letter from a business that looks official and prompts you to obtain a property profile and certified copy for \$89.00, or any exorbitant charge, please "THROW IT AWAY" because "IT IS A SCAM!"

Thank you for recording the enclosed document with our office!

Pam Hurst, Register
P. O. Box 1639, Chattanooga, TN 37401
Phone: (423) 209-6560

CHARTER

OF

CAMERON HARBOR SINGLE-FAMILY OWNERS' ASSOCIATION, INC.

Pursuant to the provisions of Section 48-52-101 of the Tennessee Non-Profit Corporation Act, as amended, and T.C.A. Section 66-27-401 of the Tennessee Condominium Act of 2008, the undersigned Incorporator delivers the following Charter for filing with the Secretary of State:

ARTICLE I.

The name of the corporation is Cameron Harbor Single-Family Owners' Association, Inc.

ARTICLE II.

The corporation is a mutual benefit corporation and is not organized for profit.

ARTICLE III.

The address of the principal office of the corporation in the State of Tennessee is 310 Jefferson Street, Suite 111, Nashville, Tennessee 37208.

ARTICLE IV.

The address of the registered office of the corporation shall be 310 Jefferson Street, Suite 111, Nashville, Tennessee 37208. The registered agent at that office shall be Aaron White.

ARTICLE V.

The purposes for which the corporation is organized are:

(a) To operate, manage, maintain and administer the affairs of Cameron Harbor Single-Family Homes, a Condominium (the "Condominium"), to be established pursuant to a Declaration to be filed for record in the Register's Office for Hamilton County, Tennessee (the "Declaration").

(b) To enter into and perform any contract and to exercise all powers which may be necessary or convenient to the operation, management, maintenance and administration of the affairs of the Condominium in accordance with the Declaration and the Tennessee Condominium Act of 2008, T.C.A. § 66-27-201, et seq. (the "Act").

ARTICLE VI.

The corporation is to have members, and each Unit Owner in the Condominium, as that term is defined in the Act, shall be a member of the corporation and no other person or entity shall be entitled to membership. No Unit Owner shall be required to pay any consideration whatsoever solely for his membership in the corporation.

FILED

7344.1354, 05/20/2014, 15:28:25, Received by Tennessee Secretary of State Tre Hargett

7344-1355, 05/28/2014, 15:28:25, Received by Tennessee Secretary of State Tre Hargett

ARTICLE VII.

(a) The share of a Unit Owner in the funds and assets of the corporation cannot be assigned, pledged or transferred in any manner except as an appurtenance to his Unit.

(b) Each Unit Owner shall be entitled to a vote as set forth in the Declaration.

(c) No Unit Owner shall be entitled to vote at any meeting of the corporation until he has presented evidence of ownership of a Unit in the Condominium to the corporation. The vote of each Unit Owner may only be cast by such Unit Owner or by a proxy given by such Unit Owner to his duly authorized representative. If title to a Unit shall be in the name of two or more persons as Unit Owners, any one of such Unit Owners may vote as the Unit Owner of the Unit at any meeting of the corporation and such vote shall be binding on such other Unit Owners who are not present at such meeting until written notice to the contrary has been received by the corporation, in which case the unanimous action of all such Unit Owners (in person or by proxy) shall be required to cast their vote as Unit Owners. If two or more of such Unit Owners are present at any meeting of the corporation, then unanimous action shall also be required to cast their vote as Unit Owners.

(d) A Unit Owner in default with respect to any provision of the Declaration shall not be entitled to vote at any meeting of the corporation so long as such default is in existence.

(e) Defined terms used in the Declaration shall have the same meanings ascribed to them herein.

ARTICLE VIII.

(a) The number of Directors of the corporation shall be fixed by the Bylaws of the corporation but shall not be less than three (3). The Directors of the Corporation shall be appointed by the Declarant during the period of Declarant Control as described in the Declaration, but not later than one hundred twenty (120) days after the conveyance of twenty-five percent (25%) of the Units in the Condominium to Unit Owners other than the Declarant, at least one (1) director must be elected by Unit Owners other than the Declarant. After the termination of the period of Declarant Control, the Directors shall be elected by the members at the annual meeting of members as provided in the Bylaws of the corporation to serve in accordance with the term of office established in such Bylaws.

(b) Directors may take any action which they are required or permitted to take without a meeting on written consent, setting forth the action so taken, signed by all of the Directors entitled to vote thereon.

(c) The initial Board of Directors shall be composed of the following individuals:

Aaron White
Hunter Connelly
Jonathan Gish

ARTICLE IX.

Upon the dissolution of the corporation, all assets of the corporation shall be distributed to the members in the same manner as provided in the Tennessee Condominium Act of 2008 to the extent that such dissolution is not inconsistent with the provisions of the Tennessee Non-profit Corporation Act.

ARTICLE X.

No provision of this Charter shall be amended or modified unless sixty-seven percent (67%) of the Unit Owners consent to such change.


ARTICLE XI.

The complete name and address of the Incorporator is as follows:

Aaron White
310 Jefferson Street, Suite 111
Nashville, Tennessee 37208

IN WITNESS WHEREOF, the undersigned, having capacity to contract and acting as the Incorporator under the Tennessee Non-Profit Corporation Act, submits the foregoing Charter for Cameron Harbor Single-Family Owners' Association, Inc.

Dated this 20th day of May, 2014.



Aaron White, Incorporator



BILL GARRETT, Davidson County

Trans: T20140035866 CHARTER

Recvd: 05/22/14 10:39 4 pgs
Fees: 7.00 Taxes: 0.00



20140522-0044165

S+R
JHR

STATE OF TENNESSEE
Tre Hargett, Secretary of State
Division of Business Services

William R. Snodgrass Tower
312 Rosa L. Parks AVE, 6th FL
Nashville, TN 37243-1102

Cameron Harbor Single-Family Owners' Association, Inc.
APT 111
310 JEFFERSON ST
NASHVILLE, TN 37208-2771

May 20, 2014

Filing Acknowledgment

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

| | | | |
|------------------------|-----------------------------------|--------------------|------------|
| SOS Control # : | 758545 | Formation Locale: | TENNESSEE |
| Filing Type: | Corporation Non-Profit - Domestic | Date Formed: | 05/20/2014 |
| Filing Date: | 05/20/2014 3:28 PM | Fiscal Year Close: | 12 |
| Status: | Active | Annual Report Due: | 04/01/2015 |
| Duration Term: | Perpetual | Image # : | 7344-1354 |
| Public/Mutual Benefit: | Mutual | | |
| Business County: | DAVIDSON COUNTY | | |

Document Receipt

| | | |
|---|-------------|----------|
| Receipt # : 1512196 | Filing Fee: | \$100.00 |
| Payment-Check/MO - SHERRARD & ROE, PLC, Nashville, TN | | \$100.00 |

Registered Agent Address:
AARON WHITE
APT 111
310 JEFFERSON ST
NASHVILLE, TN 37208-2771

Principal Address:
APT 111
310 JEFFERSON ST
NASHVILLE, TN 37208-2771

Congratulations on the successful filing of your **Charter for Cameron Harbor Single-Family Owners' Association, Inc.** in the State of Tennessee which is effective on the date shown above. You must also file this document in the office of the Register of Deeds in the county where the entity has its principal office if such principal office is in Tennessee. Visit the TN Department of Revenue website (apps.tn.gov/bizreg) to determine your online tax registration requirements.

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

Tre Hargett
Secretary of State

Processed By: Cynthia Dunn

BYLAWS
OF
CAMERON HARBOR SINGLE-FAMILY OWNERS' ASSOCIATION, INC.

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ARTICLE 1.: DEFINITIONS

The words defined in the Declaration for Cameron Harbor Master Condominium, recorded in Instrument No. _____, Register's Office for Hamilton County, Tennessee (hereinafter referred to as the "Declaration"), shall have the same meaning in these Corporate Bylaws.

ARTICLE 2.: OFFICES

2.1 Registered Office. The registered office of the corporation shall be at 310 Jefferson Street, Suite 111, Nashville, Tennessee 37208, and the name of the registered agent of the corporation is Aaron White.

2.2 Other Offices. The corporation may also have offices at such other places both within and without the State of Tennessee as the Board of Directors may from time to time determine or the business of the corporation may require.

ARTICLE 3.: MEMBERS AND MEMBERSHIP PRIVILEGES

3.1 Membership. Each Unit Owner shall be a Member of the corporation and no other person or entity shall automatically be entitled to membership. No Member shall be required to pay any consideration whatsoever solely for his membership in the corporation.

ARTICLE 4.: MEETINGS OF MEMBERS

4.1 Place of Meetings. Meetings of the Members of the corporation may be held at a place to be determined by the Board of Directors within Hamilton County, Tennessee.

4.2 Annual Meeting. After the termination of the period of Declarant Control and unless otherwise specified in a written notice from the Board of Directors, an annual meeting of the Members of the corporation shall be held each year on the second Thursday of the third month following the close of the fiscal year if not a legal holiday, and if a legal holiday, then on the next secular day following, at 7:00 p.m. at which time the Members shall elect a Board of Directors, and shall transact such other business as may properly be brought before the meeting.

4.3 Special Meeting. After the period of Declarant Control, special meetings of the Members, for any purpose or purposes, may be called by the president, the Board of Directors, or by Members having not less than thirty-three and one third (33.333%) percent of the total percentage values of those votes entitled to be cast at such meeting. Business transacted at all special meetings shall be confined to the objects stated in the notice of such meeting.

4.4 Notice. Written or printed notice stating the place, day and hour of the meeting and, in the case of a special meeting, the purpose or purposes for which the meeting is called, shall be delivered not less than ten (10) nor more than sixty (60) days before the date of the meeting, either personally or by mail, by or at the direction of the president, the secretary, or the officer or person calling the meeting, to each Member of the corporation entitled to vote at such meeting.

4.5 Quorum. The presence in person or by proxy of more than fifty (50%) percent of the percentage values of those votes entitled to be cast at a meeting of the Members shall constitute a quorum at all meetings of the Members for the transaction of business. If, however, the Members entitled to vote thereat, present in person or represented by proxy, shall have the power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present or represented. At such adjourned meeting at which a quorum shall be present or represented any business may be transacted at which might have been transacted at the meeting as originally notified.

4.6 Majority Vote; Withdrawal of Quorum. When a quorum is present at any meeting, the vote of the holders of more than fifty percent (50%) of the percentage values of those votes entitled to be cast of Members qualified to vote and present in person or by proxy, shall decide any question brought before such meeting, unless the question is one upon which by express provision of the Tennessee Condominium Act of 2008 (T.C.A. Sections 66-27-201 – 507) (the “Act”), the Charter of the corporation, these Bylaws, or the Declaration, a different vote is required, in which case such express provision shall govern and control the decision of such question. The Members present at a duly organized meeting may continue to transact business until adjournment, notwithstanding the withdrawal of enough Members to leave less than a quorum.

4.7 Method of Voting; Proxies. Each Member shall be entitled to a vote, the value of which shall equal the total of the percentages allocated to the Unit or Units owned by such Member as set forth in the Declaration. No Member, other than the Declarant, shall be entitled to vote at any meeting of the corporation until such Member has presented evidence of ownership of a Unit in the Condominium to the Board of Directors. 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 bearing a date not more than eleven months prior to such meeting. Such proxy shall be filed with the secretary of the corporation prior to or at the time of the meeting. If title to a Unit shall be in the name of two or more persons as Co-owners, all of such persons shall be Members of the corporation and are referred to herein as “Joint Owners”. Any one of such Joint owners may vote at any meeting of the Members of the corporation and such vote shall be binding upon such other Joint Owners who are not present at such meeting until written notice to the contrary has been received by the Board of Directors in which case the unanimous vote of all such Joint Owners (in person or by proxy) shall be required to cast their vote as Members. If two or more of such Joint Owners are present at any meeting, their unanimous action shall also be present at any meeting, their unanimous action shall also be required to cast their vote as Members of the corporation.

4.8 Cumulative Voting Denied. Cumulative voting for Directors shall not be permitted.

ARTICLE 5.: DIRECTORS

5.1 Management. The business and affairs of the corporation shall be managed by its Board of Directors who may exercise all such powers of the corporation and do all such lawful acts and things as are not by statute, the Charter, these Bylaws, or the Declaration directed or required to be exercised or done by the Members.

5.2 Number; Qualifications; Election; Term. The Board of Directors shall consist of three (3) Directors, each of whom shall be a Member of the Association or a member of an association for a condominium created in a Unit by a subsequent declaration. The Members of the Board of Directors shall be appointed by the Declarant during the period of Declarant Control specified in the Declaration and the Act, but not later than one hundred twenty (120) days after the conveyance of twenty-five percent (25%) of the Units in the Condominium to Unit Owners other than the Declarant, at least one

(1) Director must be elected by Unit Owners other than the Declarant. Upon the earlier of (a) one hundred twenty (120) days after the conveyance of seventy-five percent (75%) of the Units to Unit Owners other than the Declarant or (b) one (1) year after completion of the Project as evidenced by the first conveyance of a Unit to a purchaser after the conveyance of the first Unit to a purchaser other than the Declarant, the Board of Directors shall be elected by the Unit Owners. The Directors so elected shall serve for a term of office ending with the annual meeting of Members following their election or until their successors shall be elected and shall qualify.

5.3 Removal; Change in Number; Vacancies. Any Director may be removed either for or without cause, at any special meeting of the Members of the corporation by the affirmative vote of a majority of the Members present in person or by proxy at such meeting and entitled to vote, if notice of the intention to act upon such matter shall have been given in the notice calling such meeting. If any vacancy occurs in the Board of Directors, caused by death, resignation, retirement, disqualification or removal from office of any Director or otherwise, a successor or successors may be chosen at a special meeting of Members called for that purpose, and each successor Director so chosen shall be elected for the unexpired term of his predecessor in office. Any Directorship to be filled by reason of an increase in the number of Directors shall be filled by election at an annual meeting of Members or at a special meeting of Members called for that purpose.

5.4 Place of Meetings. The Directors of the corporation shall hold their meetings, both regular and special within Davidson or Hamilton County, Tennessee.

5.5 Annual Meetings. The annual meeting of each newly elected Board shall be held without further notice immediately following the annual meeting of Members of the corporation, and at the same place, unless by unanimous consent of the Directors then elected and serving such time or place shall be changed.

5.6 Regular Meetings. Regular meetings of the Board of Directors may be held without notice at such time and place as shall from time to time be determined by the Board.

5.7 Special Meetings. Special meetings of the Board of Directors may be called by the president on a three (3) days' notice to each Director, either personally or by mail or by telegram; special meetings shall be called by the president or secretary in like manner and on like notice on the written request of two (2) Directors. Except as may be otherwise expressly provided by statute, the Charter, these Bylaws, the Declaration or the Condominium Bylaws neither the business to be transacted at, nor the purpose of, any special meeting need be specified in a notice or waiver of notice.

5.8 Quorum. At all meetings of the Board of Directors the presence of a majority of the Directors shall be necessary and sufficient to constitute a quorum for the transaction of business and the act of a majority of the Directors, when present at any meeting at which there is a quorum, shall be the act of the Board of Directors. If a quorum shall not be present at any meeting of Directors, the Directors present thereat may adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present.

5.9 Committees Having Board Authority. The Board of Directors may, by resolution approved by vote or written consent by a majority of the whole Board, designate an a Nominating Committee for members of the Board of Directors and such other committees as deemed necessary to consist of two (2) or more of the Directors of the corporation. Any such committee, to the extent provided in said resolution, shall and may exercise all of the authority of the Board of Directors in the management of the business and affairs of the corporation, except where action of the full Board of Directors is required by statute, the Charter, the Declaration or the Condominium Bylaws.

5.10 Other Committees. Other committees not having and exercising the authority of the Board of Directors in the management of the affairs of the corporation may be designated and appointed by a resolution adopted by a majority of the Directors at a meeting at which a quorum is present, or by the president thereunto authorized by a like resolution of the Board of Directors. Membership on such committees may, but need not be, limited to Directors or Members of the corporation.

5.11 Procedure. All committees shall keep regular minutes of their proceedings and shall report the same to the Board when required.

5.12 Managing Agents. The Board of Directors may employ for the corporation a management agent at a compensation established by the Board of Directors and such management agent shall perform such duties and services with respect to the Condominium as the Board of Directors shall authorize, and the Board of Directors may delegate to such management agent such duties with respect to management, repair and maintenance of the Condominium which are not by statute, the Declaration, the Charter, or these Corporate Bylaws, required to be performed by or have the approval of the Board of Directors or the Members of the corporation. Any such agreement entered into by the Board of Directors during the period of Declarant Control shall be terminable by the corporation without cause or penalty related to such cancellation, upon not more than ninety (90) days' notice.

ARTICLE 6.: NOTICES

6.1 Method. Whenever notice is required to be given to any Director or Member, and no provision is made as to how such notice shall be given, it shall not be construed to mean personal notice, but any such notice may be given in writing, by mail, postage prepaid, addressed to such Director or Member at such address as appears on the records of the corporation. Any notice required or permitted to be given by mail shall be deemed to be given at the time when the same shall be thus deposited in the United States mails as aforesaid.

6.2 Waiver. Whenever any notice is required to be given to any Member or Director of the corporation a waiver thereof in writing signed by the person or persons entitled to such notice, whether before or after the time stated in such notice, shall be deemed equivalent to the giving of such notice.

ARTICLE 7.: OFFICERS

7.1 Number; Titles. The officers of the corporation shall be elected by the Directors from among the members of the Board of Directors and shall be a president, a secretary and a treasurer. Any two (2) or more offices may be held by the same person except the offices of president and secretary shall not be held by the same person.

7.2 Election. The Board of Directors at its first meeting after each annual meeting of Members shall choose a president, a secretary, and a treasurer, all of whom shall be members of the Board.

7.3 Other Officers. The Board of Directors may appoint such other officers and agents as it shall deem necessary, who shall be appointed for such terms and shall exercise such powers and perform such duties as shall be determined from time to time by the Board.

7.4 Salaries. The salaries of all officers of the corporation, if any, shall be fixed by the Board of Directors; provided, however, that no compensation shall be paid to any officer during the period of Declarant Control of the Association.

7.5 Term of Office; Removal. Each officer of the corporation shall hold office until the annual meeting of the Board of Directors next following his election and thereafter until his successor is chosen and qualified in his stead or until his death or until his resignation or removal from office. Any officer or agent elected or appointed by the Board of Directors may be removed at any time by the affirmative vote of a majority of the whole Board of Directors, but such removal shall be without prejudice to the contract rights, if any, of the person so removed. If the office of any officer become vacant for any reason, the vacancy may be filled by the Board of Directors.

7.6 President. The president shall be the chief executive officer of the corporation; he shall preside at all meetings of the Members and the Board of Directors, shall have general and active management of the affairs of the corporation, shall see that all orders and resolutions of the Board are carried into effect, and shall perform such other duties as the Board of Directors shall prescribe.

7.7 Secretary. The secretary shall attend all sessions of the Board of Directors and all meetings of the Members and record all votes and the minutes of all proceedings in a book to be kept for that purpose and shall perform like duties for any committees when required. He shall give, or cause to be given, notice of all meetings of the Members and special meetings of the Board of Directors, and shall perform such other duties as may be prescribed by the Board of Directors or president, under whose supervision he shall be.

7.8 Treasurer. The treasurer shall have the custody of the corporate funds and securities and shall keep full and accurate accounts of receipts and disbursements of the corporation and shall deposit all moneys and other valuable effects in the name and to the credit of the corporation in such depositories as may be designated by the Board of Directors. He shall disburse the funds of the corporation as may be ordered by the Board of Directors, taking proper vouchers for such disbursements, and shall render to the president and Directors, at the regular meetings of the Board, or whenever they may require it, an account of all his transactions as treasurer and of the financial condition of the corporation, and shall perform such other duties as the Board of Directors may prescribe. If required by the Board of Directors, he shall give the corporation a bond in such form, in such sum, and with such surety or sureties as shall be satisfactory to the Board for the faithful performance of the duties of his office and for the restoration to the corporation, in case of his death, resignation, retirement, or removal from office, of all books, papers, vouchers, money and other property of whatever kind in his possession or under his control belonging to the corporation.

7.9 Amendments to Declaration. All amendments to the Declaration may be prepared by either the President or the Secretary, shall be executed by the President and certified by the Secretary, and may be recorded by either of such officers.

ARTICLE 8.: MISCELLANEOUS PROVISIONS

8.1 Reserves. In addition to reserves required by the Declaration, there may be created by resolution of the Board of Directors such reserve or reserves as the Directors from time to time, in their discretion, think proper to provide for contingencies, or to repair or maintain any portion of Condominium, or for such other purposes as the Directors shall think beneficial to the corporation, and the Directors may modify or abolish any such reserve in the manner in which it was created.

8.2 Checks. All checks or demands for money and notes of the corporation shall be signed by such officer or officers or such other person or persons as the Board of Directors may from time to time designate.

8.3 Fiscal Year. The fiscal year of the corporation shall be fixed by resolution of the Board of Directors.

8.4 Seal. The corporate seal, if any, shall be in such form as may be determined by the Board of Directors. Said seal may be used by causing it or a facsimile thereof to be impressed or affixed or reproduced or otherwise.

8.5 Indemnification. The corporation shall indemnify any Director, officer, or employee, or former Director, officer, or employee of the corporation, against expenses actually and necessarily incurred by him, and any amount paid in satisfaction of judgments, in connection with any action, suit or proceeding, whether civil or criminal in nature, in which he is made a party by reason of being or having been such a Director, officer, or employee (whether or not a Director, officer or employee at the time such costs or expenses are incurred by or imposed upon him) except in relation to matters as to which he shall be adjudged in such action, suit, or proceeding to be liable for gross negligence or willful misconduct in the performance of duty. The corporation may also reimburse to any Directors, officer or employee the reasonable costs of settlement of any such action, suit or proceedings, if it shall be found by a majority of a committee of the Directors not involved in the matter of controversy, whether or not a quorum, that it was to the interests of the corporation that such settlement be made and that such Director, officer or employee was not guilty of gross negligence or willful misconduct. Such rights of indemnification and reimbursement shall not be deemed exclusive of any other rights to which such Director, officer, or employee may be entitled by law or under bylaw, agreement, vote of Members or otherwise.

8.6 Inconsistencies. In the event these Bylaws shall be inconsistent with the Declaration or Condominium Bylaws, then the Declaration or Condominium Bylaws shall be controlling.

8.7 Amendment of Bylaws. These bylaws may not be altered, amended or repealed except by the affirmative vote of more than fifty (50) percent of the percentage values of those votes entitled to be cast by Members qualified to vote.

8.8 Table of Contents; Headings. The table of contents and headings used in these bylaws have been inserted for administrative convenience only and do not constitute matter to be construed in interpretation.

CERTIFICATION

I hereby certify that the foregoing Bylaws were adopted by the Members of Cameron Harbor Single-Family Owners' Association, Inc. on the 20 day of May, 2014.



Aaron White, Incorporator



STATE OF TENNESSEE
Tre Hargett, Secretary of State
Division of Business Services
William R. Snodgrass Tower
312 Rosa L. Parks AVE, 6th FL
Nashville, TN 37243-1102

JOHN H ROE, JR.
150 3RD AVENUE SOUTH, SUITE 1100
NASHVILLE, TN 37201

March 30, 2015

Request Type: Certificate of Existence/Authorization

Issuance Date: 03/30/2015

Request #: 0157760

Copies Requested: 1

Document Receipt

Receipt #: 001954716

Filing Fee: \$22.25

Payment-Credit Card - State Payment Center - CC #: 161538059

\$22.25

Regarding: Cameron Harbor Single-Family Owners' Association, Inc.

Filing Type: Nonprofit Corporation - Domestic

Control #: 758545

Formation/Qualification Date: 05/20/2014

Date Formed: 05/20/2014

Status: Active

Formation Locale: TENNESSEE

Duration Term: Perpetual

Inactive Date:

Business County: DAVIDSON COUNTY

CERTIFICATE OF EXISTENCE

I, Tre Hargett, Secretary of State of the State of Tennessee, do hereby certify that effective as of the issuance date noted above

Cameron Harbor Single-Family Owners' Association, Inc.

* is a Corporation duly incorporated under the law of this State with a date of incorporation and duration as given above;

* has paid all fees, taxes and penalties owed to this State (as reflected in the records of the Secretary of State and the Department of Revenue) which affect the existence/authorization of the business;

* has appointed a registered agent and registered office in this State;

* has not filed Articles of Dissolution or Articles of Termination. A decree of judicial dissolution has not been filed.

Tre Hargett
Secretary of State

Processed By: Cert Web User

Verification #: 011272624