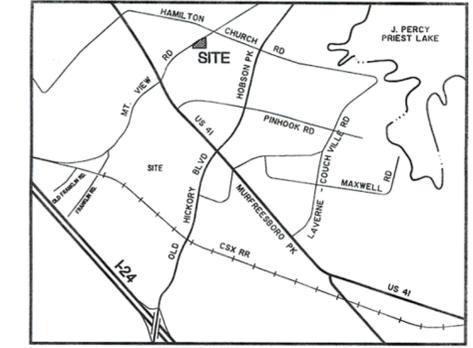


**NOTES:**

1. THE PURPOSE OF THIS PLAN IS TO CREATE A 62 UNIT MULTIFAMILY RESIDENTIAL COMMUNITY.
2. SITE CONTAINS 9.95± ACRES.
3. SITE IS LOCATED ON PROPERTY MAP 164, PARCEL 65.
4. EXISTING ZONING: AR2A
5. PROPOSED ZONING: SP
6. PROPERTY OWNER: CAROL DRIVER  
2334 HOBSON PIKE  
ANTIOCH, TN 37213
7. DEVELOPER: CAROL DRIVER & JIM FISCHER  
2334 HOBSON PIKE  
ANTIOCH, TN 37213
8. NO GRADING, STRIPPING, FILLING, OR OTHER DISTURBANCE OF THE NATURAL GROUND COVER SHALL TAKE PLACE PRIOR TO THE APPROVAL OF AN EROSION CONTROL PLAN.
9. EXISTING CONTOURS TAKEN FROM AERIAL TOPO SURVEY BY OTHERS.
10. BOUNDARY INFORMATION TAKEN FROM EXISTING FINAL PLATS, PROPERTY MAPS AND DEEDS, AND IS SUBJECT TO FINAL SURVEY.
11. PROPERTY IS LOCATED IN ZONE "X" ON F.E.M.A. MAP No. 47037C0386F, EFFECTIVE DATE APRIL 20, 2001
12. ANY EXCAVATION, FILL, OR DISTURBANCE OF THE EXISTING GROUND ELEVATION MUST BE DONE IN ACCORDANCE WITH STORM WATER MANAGEMENT ORDINANCE NO. 78-840 AND APPROVED BY THE METRO DEPARTMENT OF WATER SERVICES.
13. ALL ALLEYS TO BE PRIVATE.
14. PRIVATE SOLID WASTE COLLECTION AND DISPOSAL WILL BE PROVIDED BY THE HOMEOWNERS ASSOCIATION. (CART PICKUP)
15. METRO WATER SERVICES SHALL BE PROVIDED SUFFICIENT AND UNENCUMBERED INGRESS AND EGRESS AT ALL TIMES IN ORDER TO MAINTAIN, REPAIR, REPLACE, AND INSPECT ANY STORMWATER FACILITIES WITHIN THE PROPERTY.
16. SIZE DRIVEWAY CULVERTS PER THE DESIGN CRITERIA SET FORTH BY THE METRO STORMWATER MANAGEMENT MANUAL. (MINIMUM DRIVEWAY CULVERT SIZE IN METRO ROW IS 15")
17. THIS DRAWING IS FOR ILLUSTRATION PURPOSES TO INDICATE THE BASIC PREMISE OF THE DEVELOPMENT. THE FINAL LOT COUNT AND DETAILS OF THE PLAN SHALL BE GOVERNED BY THE APPROPRIATE REGULATIONS AT THE TIME OF ITS APPROVAL.
18. PHASE LINES ARE SUBJECT TO CHANGE.
19. THE BUFFER ALONG WATERWAYS WILL BE AN AREA WHERE THE SURFACE IS LEFT IN A NATURAL STATE, AND IS NOT DISTURBED BY CONSTRUCTION ACTIVITY. THIS IS IN ACCORDANCE WITH THE STORMWATER MANAGEMENT MANUAL VOLUME 1 - REGULATIONS.

**SP Development Summary**

● COUNCIL DISTRICT:	33rd
● COUNCIL MEMBER:	Robert Davitt
● PROPERTY OWNER:	Carol Driver 2344 Hobson Pike Antioch, TN 37013
● OVERLAY DISTRICT:	N/A
● SP NAME:	Campbell Crossing
● SP NUMBER:	2007S-0794-13
● PLAT PREPARATION DATE:	3-14-07
REVISIONS:	4-13-07
● SCALE:	1" = 50'
● SHEET NUMBER:	SHEET 1 OF 1
● SURVEYOR:	ANDERSON, DELK, EPPS, & ASSOCIATES, INC. 618 GRASSMERE PARK DRIVE, SUITE 4 NASHVILLE, TENNESSEE 37211 PHONE: (615) 331-0809 FAX: (615) 331-0100
● FEMA MAP NO.	47037C0386, ZONE "X"



VICINITY MAP  
NTS

# Site Plan Campbell Crossing

Proposed SP Development  
33rd Councilmanic District  
Nashville, Davidson County, Tennessee  
developer

**Carol Driver & Jim Fischer**  
2344 Hobson Pike  
Antioch, TN 37211

Date: 3-22-07 Scale: 1" = 50'

APR 17 2007  
NASHVILLE & DAVIDSON COUNTY  
METROPOLITAN PLANNING DEPARTMENT  
**Anderson, Delk, Epps & Associates Inc.**  
618 Grassmere Park Drive, Suite 4  
Nashville, Tennessee 37211  
(615) 331-0809



**BULK PROVISIONS**

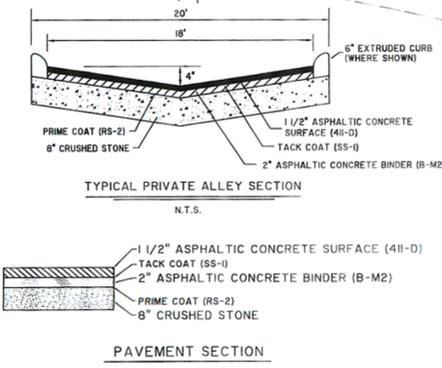
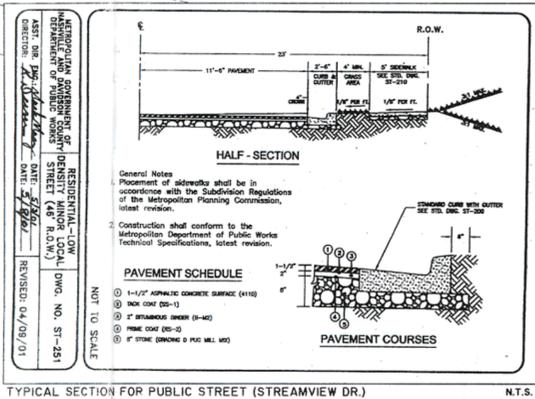
- MAXIMUM DENSITY PERMITTED: 7 UNITS / ACRE
- PROPOSED DENSITY: 6.23 UNITS / ACRE
- SETBACKS:
  - FRONT ALONG PUBLIC STREETS: MAXIMUM - 15' MINIMUM - 10'
  - SIDE: MINIMUM 10' BETWEEN BUILDINGS 5' TO BOUNDARY LINE
  - REAR: MINIMUM 20' BETWEEN BUILDINGS 20' TO BOUNDARY LINE
- MAXIMUM HEIGHT: 3 STORIES AT FRONT SETBACK
- REQUIRED PARKING: 2 SPACES PER UNIT
- PARKING ACCESS: ALLEYS
- PARKING LOCATION: EACH UNIT SHALL HAVE A 2-CAR GARAGE. ADDITIONAL PARKING WILL BE PROVIDED FROM THE ALLEYS FOR VISITOR PARKING.

**PLAN DATA:**

ATTACHED RESIDENTIAL UNITS:	62 3-BR UNITS PROPOSED
	ALL UNITS HAVE ATTACHED 2-CAR GARAGE
SITE ACREAGE:	9.95± AC. OR 433,422 SQ. FT.
PROPOSED DENSITY:	6.23 UNITS / ACRE
GROSS FLOOR AREA PROPOSED:	109,20± SQ. FT. OR 25.2%
IMPERVIOUS SURFACE AREA PROPOSED:	135,800± SQ. FT. OR 31.3%
PARKING DATA:	124 SPACES REQUIRED
GARAGES:	124
SURFACE PARKING:	43
TOTAL PARKING PROVIDED:	167

**SPECIFIC PLAN APPROVAL**

PRELIMINARY [ ] FINAL [ ]  
 FULL [ ] CONDITIONAL [ ]  
 SP provisions of the Metropolitan Zoning Ordinance.  
 Conditions: Continue 3 lane med cross section on Mt. View Rd with continuous center left turn lane. Seal Mt. View Rd report.  
 By: Brian Settle, MPC Date: MAY 10th  
 Metropolitan Planning Commission



AR2A  
MAP 164, PARCEL 66  
CHARLES E. CRANK, SR.  
DEED BOOK 9253, PAGE 783  
R.O.D.C. TENN.

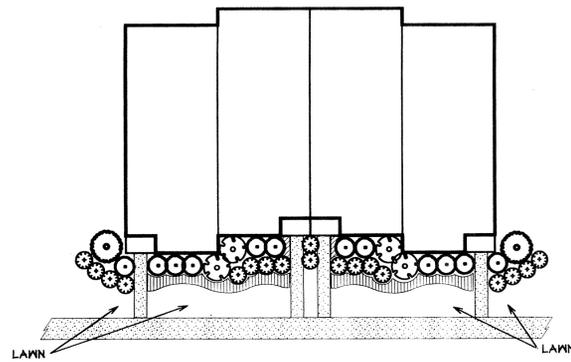
RS-10  
MAP 150, PARCEL 12  
FISCHER & FISCHER GROUP, LLC  
INSTR. #20050406-003820 R.O.D.C. TENN.  
KEENE AND DOWNS  
SUBD. NO. 70046-354U-13

RS-10  
MAP 164, PARCEL 196  
GLOBAL CONSTRUCTION, INC.  
INSTR. #20070105-0002519  
R.O.D.C. TENN.  
Proposed Moss Property  
Subd. #20045-203U-13

LEGEND

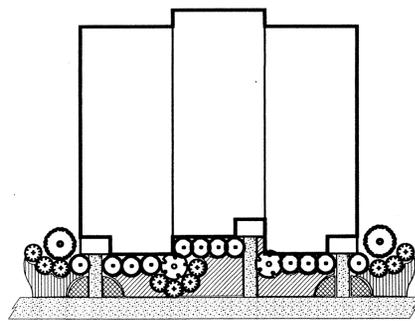
FOR TYPICAL FOUNDATION PLANTING PLANS

-  Large Shrub, such as Alleghany Viburnum, Leatherleaf Viburnum, Emerald Green Arborvitae, Hollywood Juniper, Fragense Holly, and Foster Holly
-  Upright Medium Shrub, such as Green Mountain Boxwood, Hicks Yew, and Nandina
-  Medium Shrub, such as Wintergreen Boxwood, Dwarf Horned Holly, Schipk Laurel, Nick's Compact Juniper, Shamrock Holly, and Green Luster Holly
-  Small Shrub, such as Firepower Nandina, Harbor Dwarf Nandina, Andorra Juniper, Crimson Puygmy Barberry, and Gold Mound Spirea
-  Perennials and Ground Covers, such as Stella D'Oro Daylily, Variegated Liriope, Lilyturf Liriope, White Edged Hosta, and Wintercreeper Euonymus
-  Annuals, such as Gin Wax Begonia, Pansies, and Petunias



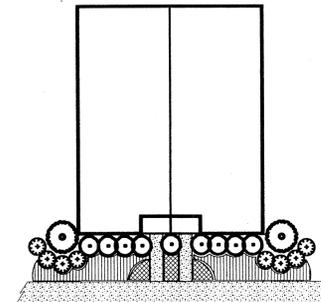
TYPICAL PLANTING -- 4 UNIT BUILDING

SCALE: 1"=20'



TYPICAL PLANTING -- 3 UNIT BUILDING

SCALE: 1"=20'



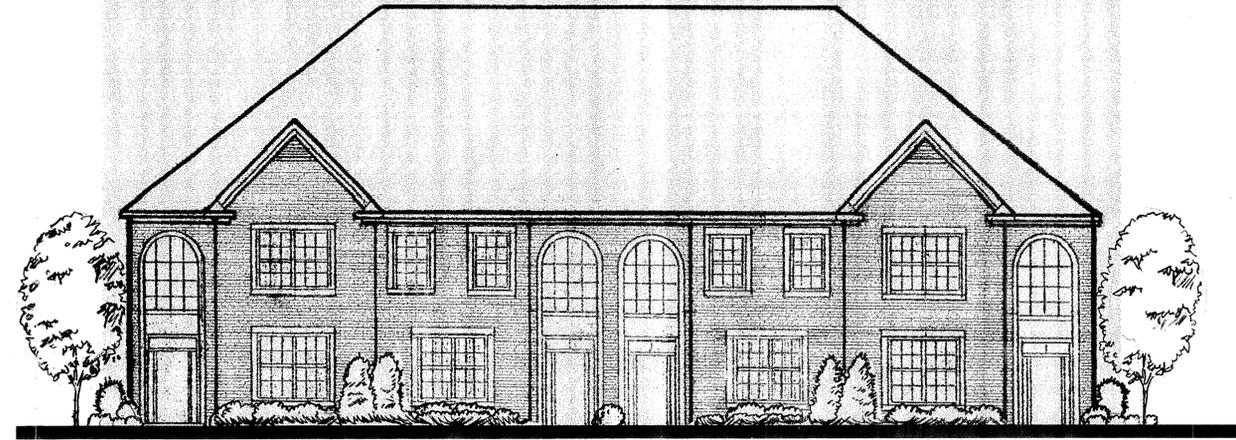
TYPICAL PLANTING -- 2 UNIT BUILDING

SCALE: 1"=20'



FRONT ELEVATION -- 3 UNIT BUILDING

N.T.S.



FRONT ELEVATION -- 4 UNIT BUILDING

N.T.S.

PLANTING REGULATIONS:

1. Total minimum tree density shall be 14 Tree Density Units (TDUs) per gross acre, less building coverage. Tree Density Units shall be calculated using Metro Ordinance system for calculating points for existing and proposed trees. Existing trees used for TDU credit shall be shown on the final Landscape Planting Plans with locations, size (DBH), and species.
2. Proposed trees used for calculating tree density shall have a minimum caliper of 2 inches and shall be a minimum of 6 feet tall.
3. Trees counted for TDUs shall be protected by a chain link fence and shall be installed per the detail on Sheet L-1.
4. Proposed tree species are shown on sheet L-2. Additional species may be added to the list during the preparation of the final Landscape Planting Plans.
5. Proposed shrub species are shown on Sheet L-2. Additional species may be added to the list during preparation of the final Landscape Planting Plans.
6. Proposed shrubs within Landscape Treatment areas shall be a minimum of 18" tall at the time of installation.
7. Proposed trees within Landscape Treatment areas may be used for TDU credit.
8. The final Landscape Planting Plans shall be prepared and sealed by a Landscape Architect registered by the State of Tennessee.
9. At completion, the installation of plant materials shall be inspected by a Landscape Architect registered by the State of Tennessee. The Landscape Architect shall verify whether the plan was installed per the plan approved by the Metro Urban Forester.
10. A Tree Removal Permit shall be obtained prior to removal of any existing trees.
11. An underground irrigation system shall be installed for all proposed trees, shrubs, and ground covers.

LIST OF POTENTIAL SHRUB SPECIES

- Abelia grandiflora -- Glossy Abelia
- Buxus koreana 'Wintergreen' -- Wintergreen Boxwood
- Buxus sempervirens -- Common Boxwood
- Cotoneaster salicifolius 'Repens' -- Willowleaf Cotoneaster
- Euonymus alata 'Compacta' -- Dwarf Winged Euonymus
- Euonymus kiautschovicus 'Manhattan' -- Manhattan Euonymus
- Forsythia intermedia 'Spectabilis' -- Showy Border Forsythia
- Hydrangea arborescens 'Anna Belle' -- Anna Belle Hydrangea
- Hydrangea quercifolia -- Oakleaf Hydrangea
- Itea virginica -- Virginia Sweetgum
- Ilex crenata 'Green Lustre' -- Green Lustre Japanese Holly
- Ilex cornuta 'Burfordi' -- Burford Holly
- Ilex cornuta 'Carissa' -- Carissa Holly
- Ilex glabra 'Shamrock' -- Shamrock Holly
- Itea virginica -- Virginia Sweetgum
- Juniperus chinensis 'Pfitzeriana' -- Pfitzer Juniper
- Juniperus chinensis 'Gold Coast' -- Gold Coast Juniper
- Juniperus squamata 'Parsoni' -- Parsons Juniper
- Juniperus horizontalis 'Youngstown' -- Youngstown Andorra Juniper
- Juniperus chinensis 'Torulosa' -- Hollywood Juniper
- Mahonia bealei -- Leatherleaf Mahonia
- Myrica pennsylvanica -- Northern Bayberry
- Nandina domestica -- Nandina
- Nandina domestica 'Fire Power' -- Fire Power Nandina
- Prunus laurocerasus -- English Laurel
- Prunus laurocerasus 'Schipkaensis' -- Schipk Laurel
- Prunus laurocerasus 'Otto Luyken' -- Otto Luyken Laurel
- Rosa 'Knock Out' -- Knock Out Rose
- Spirea bumalda 'Anthony Matherer' -- Anthony Matherer Spirea
- Taxus media densiformis -- Dense Yew
- Taxus media 'Hicks' -- Hicks Upright Yew
- Viburnum x 'Alleghany' -- Alleghany Viburnum
- Viburnum x 'Fragense' -- Fragense Viburnum

LIST OF POTENTIAL TREE SPECIES

- CANOPY TREES:
- Acer rubrum 'Red Sunset' -- Red Sunset Red Maple
  - Acer saccharum -- Sugar Maple
  - Liriodendron tulipifera -- Tuliptree
  - Magnolia grandiflora -- Southern Magnolia
  - Magnolia grandiflora 'Alta' -- Alta Magnolia
  - Pinus strobus -- White Pine
  - Pinus taeda -- Loblolly Pine
  - Platanus acerifolia -- London Planetree
  - Quercus nuttallii -- Nuttall Oak
  - Quercus phellos -- Willow Oak
  - Quercus palustris -- Pin Oak
  - Quercus rubra -- Red Oak
  - Salix babylonica -- Weeping Willow
  - Taxodium distichum -- Common Bald Cypress
  - Ulmus parvifolia 'Alee' -- Alee Chinese Elm
- UNDERSTORY TREES:
- Acer campestre -- Hedge Maple
  - Cercis canadensis -- Eastern Redbud
  - Cornus florida -- Flowering Dogwood
  - Cornus kousa chinensis -- Chinese Kousa Dogwood
  - Ilex attenuata 'Fosteri' -- Foster Holly
  - Lagerstroemia indica -- Crape Myrtle
  - Magnolia grandiflora 'Little Gem' -- Little Gem Magnolia
  - Magnolia virginiana -- Sweetbay Magnolia
  - Prunus cerasifera 'Thundercloud' -- Thundercloud Purpleleaf Plum
- EVERGREEN SCREENING:
- Cupressocyparis leylandii -- Leyland Cypress
  - Juniperus virginiana -- Eastern Red Cedar
  - Magnolia grandiflora -- Southern Magnolia
  - Pinus strobus -- White Pine
  - Pinus taeda -- Loblolly Pine



FRONT ELEVATION -- 2 UNIT BUILDING

N.T.S.

L-2 -- Sheet 2 of 2  
Case Number: 2007SP-0794-13  
Preliminary Landscaping Plan  
Campbell Crossing

Proposed SP Development  
33rd Councilmanic District  
Nashville, Davidson County, Tennessee  
developer

Carol Driver & Jim Fischer

2344 Hobson Pike  
Antioch, TN 37211

Date: 3-14-07

Anderson, Delk, Epps & Associates Inc.

618 Grassmere Park Drive, Suite 4  
Nashville, Tennessee 37211  
(615) 331-0809

**Campbell Crossing**  
**TREE DENSITY CALCULATIONS**

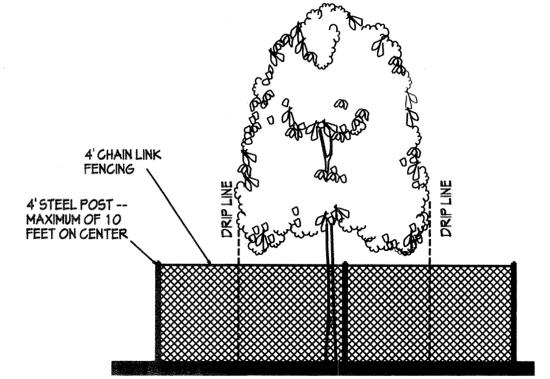
Gross Site Acreage = 9.95  
 Minus area (acres) of building coverage = 2.51  
 Area of required compliance = 7.44  
 Area of required compliance (x 14 Equals Required Tree Density Units for the Site = 104.23

EXISTING TREES THAT REMAIN							
NO.	SIZE	Tree Density Units	TOTAL	NO.	SIZE	Tree Density Units	TOTAL
50	6" DBH	0.2	10	0	28" DBH	6.5	0
50	8" DBH	0.4	20	0	30" DBH	7.4	0
0	10" DBH	0.6	0	0	32" DBH	9.4	0
0	12" DBH	0.8	0	0	34" DBH	9.5	0
0	14" DBH	1.1	0	0	36" DBH	10.7	0
0	16" DBH	1.4	0	0	38" DBH	11.9	0
0	18" DBH	1.8	0	0	40" DBH	17.4	0
0	20" DBH	3.3	0	0	42" DBH	19.2	0
0	22" DBH	3.9	0	0	48" DBH	25.1	0
0	24" DBH	4.7	0	0	58" DBH	36.7	0
0	26" DBH	5.6	0	0	60" DBH	39.3	0
POINTS PROVIDED BY EXISTING TREES						30	

PROPOSED TREES (Optional)							
NO.	SIZE/CALIPER	Tree Density Units	TOTAL	NO.	SIZE/CALIPER	Tree Density Units	TOTAL
148	2"	0.5	74.5	0	8"	1.3	0
0	3"	0.6	0	0	9"	1.5	0
0	4"	0.7	0	0	10"	1.7	0
0	5"	0.8	0	0	11"	1.9	0
0	6"	0.9	0	0	12"	2.1	0
0	7"	1.2	0	0	14"	2.3	0
POINTS PROVIDED BY PROPOSED TREES						74.5	
TREE DENSITY UNITS PROVIDED ABOVE MINIMUM REQUIRED						0.27	

Note: Information in the chart above is preliminary. Quantities of existing and proposed trees shown in the chart above are approximate. The final tree density calculations will be included with the Landscape Planting Plans, required to be developed by the regulations set forth in this SP zoning plan. Actual existing trees to remain will have surveyed locations, sizes, and species shown on the Landscape Planting Plans. The Landscape Planting Plans will be submitted to the Metro Urban Forestry Office for review and approval.

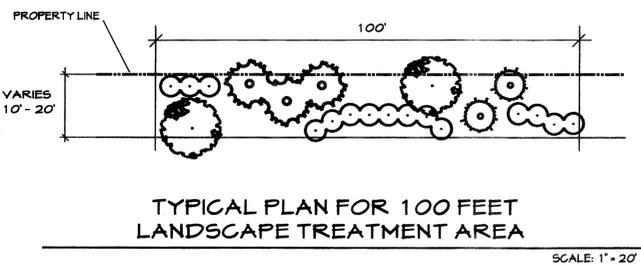
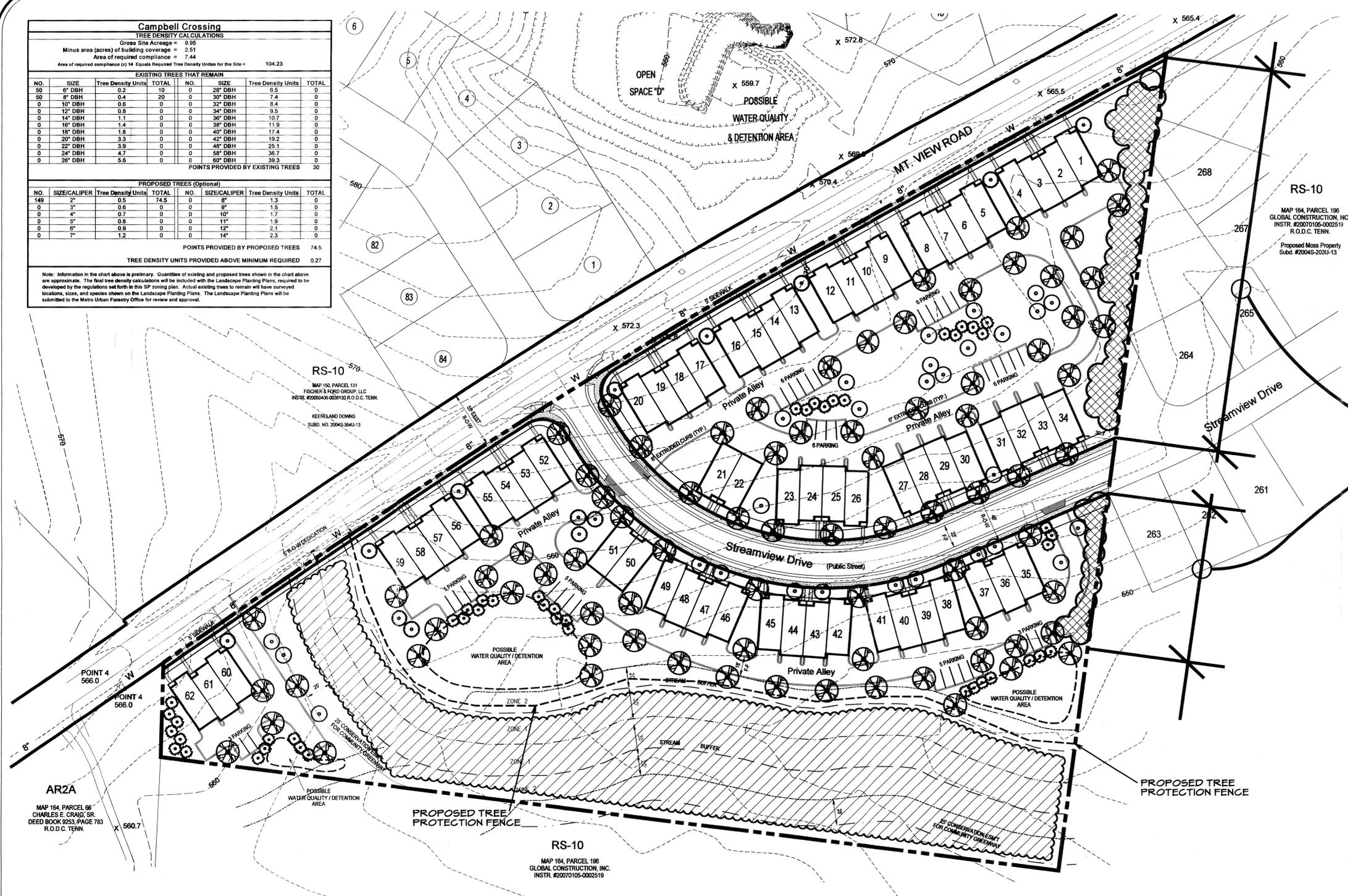
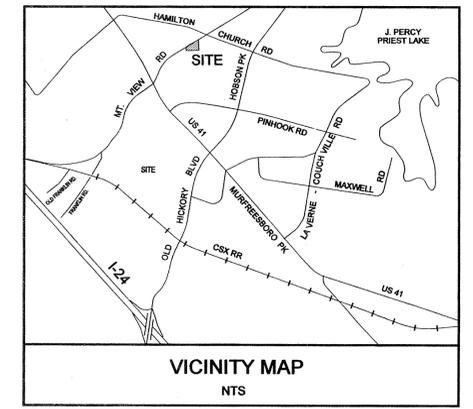


PLACE POSTS AND FENCING 5 FEET BEYOND DRIP LINE OF TREES, NOT MORE THAN 10 FEET ON CENTER

**TREE PROTECTION DETAIL**

N.T.S.

**LANDSCAPE TREATMENT AREA**  
 See Sheet L-1 for Typical Planting in This Area

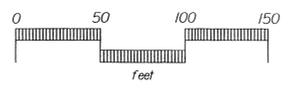
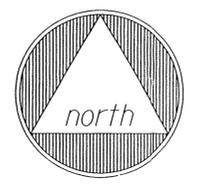


**LANDSCAPE TREATMENT AREA REQUIREMENTS PER 100 FEET**

- 5 Canopy Trees -- 50% or more must be Evergreen
- 2 Understory Trees -- 50% or more must be Evergreen
- 15 Shrubs -- 50% or more must be Evergreen

No existing trees are presumed to remain  
 See Sheet L2 for list of potential trees and shrubs

If existing trees remain that are in a healthy condition, as determined by the Landscape Architect, that are 4 inches in caliper DBH or greater, each tree that remains may count as a substitute for a proposed Canopy or Understory Trees. For existing trees to count as substitute trees they must be relatively evenly spaced. Any space greater than 25 feet between existing trees measured perpendicularly from the property line must have a new tree planted in that space, regardless of how many existing trees are remain.



**LEGEND**

- PROPOSED LANDSCAPE TREATMENT AREA
- PROPOSED CANOPY TREES
- PROPOSED UNDERSTORY TREES
- PROPOSED SHRUBS
- PROPOSED TREE PROTECTION FENCE
- EXISTING TREES TO REMAIN

**L-1 -- Sheet 1 of 2**  
 Case Number: 20075P-079U-13  
**Preliminary Landscaping Plan**

**Campbell Crossing**

Proposed SP Development  
 33rd Councilmanic District  
 Nashville, Davidson County, Tennessee  
 developer

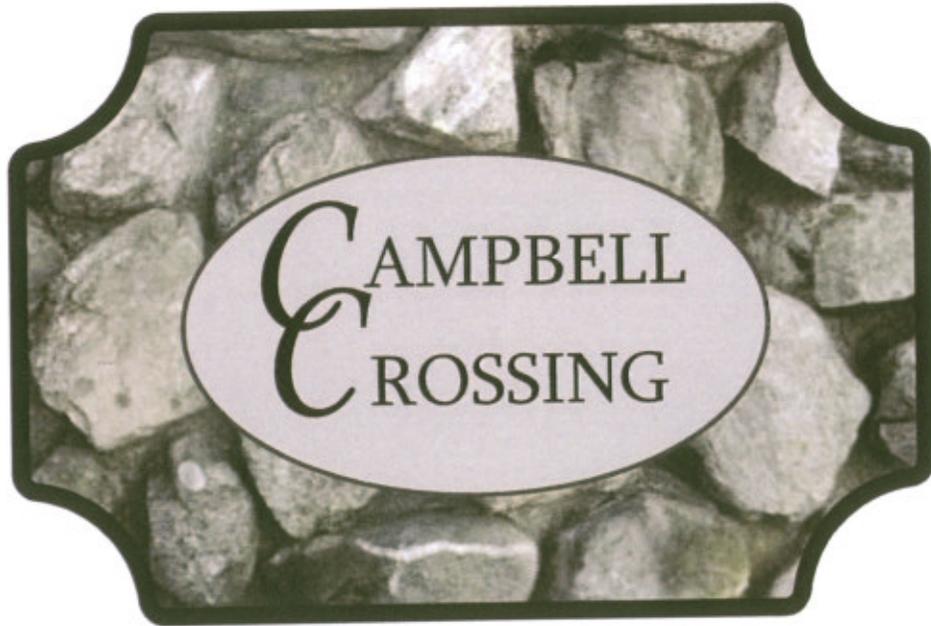
**Carol Driver & Jim Fischer**

2344 Hobson Pike  
 Antioch, TN 37211

Date: 3-14-07 Scale: 1" = 50'

**Anderson, Delk, Epps & Associates Inc.**

618 Grassmere Park Drive, Suite 4  
 Nashville, Tennessee 37211  
 (615) 331-0809



# A QUALITY TOWNHOME DEVELOPMENT SPECIFIC PLAN (SP) DISTRICT

For

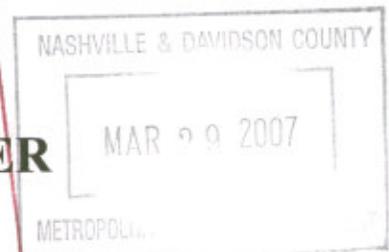
Developer:

2007SP-0790-13

**CAROL DRIVER & JIM FISCHER**

**SPECIFIC PLAN APPROVAL**

PRELIMINARY,  FINAL,  as AMENDED, in  
 FULL,  CONDITIONAL, compliance with the  
SP provisions of the Metropolitan Zoning Ordinance.  
Conditions Construct a continuous 3 Owner:  
Lane Road Cross section  
on Mt. View Rd. with Contiguous Center left hand.  
By Brian Sexton MPC Date MAY 10  
Metropolitan Planning Commission



By  
**Anderson, Delk, Epps & Associates Inc.**  
ENGINEERING/PLANNING/SURVEYING  
618 GRASSMERE PARK DRIVE / SUITE 4  
NASHVILLE, TENNESSEE 37211

Bill Purcell  
Mayor



Nashville Fire Department  
Fire Prevention Bureau  
416 Russell Street  
Nashville, Tennessee 37206  
(615) 862-5230  
Fax No. (615) 8625236

## Nashville Fire Department Fire Marshal's Office

### MEMORANDUM

TO: Kathryn Winthers-----Planning Commission

PUD # 2007SP-079U-13

FROM: Bob Webb-----Plans Reviewer  
Fire Marshal's Office

RE: Site Plans Review       APPROVED       NOT APPROVED

DATE: 5-10-17

The following site plan is scheduled for the      **Planning Commission Agenda 5-24-07**

N.F.P.A. 1

MAP

METRO ORDINACE

PARCEL

SITE PLAN Campbell Crossing

LOCATION Hamilton Church Road

#### Comments:

Reviewed

No part of any building shall be more than 500 ft from a fire hydrant via an approved hard surface road. Metro Ordinance 095-1541 Sec: 1568.020 B (Not Shown nor any fire mains).

Multi family buildings (Condo's, Apartments, Townhomes, etc.) Require 1250 GPM's @ 40 psi. at the most remote fire hydrant.(Provide water flow calculations).

Fire Hydrants shall be in-service before any combustible material is brought on site.



# ANDERSON, DELK, EPPS & ASSOCIATES, INC.

Engineering • Land Planning • Surveying

618 GRASSMERE PARK DRIVE • SUITE 4  
NASHVILLE, TENNESSEE 37211  
Telephone 331-0809  
Fax 331-0110

**TO:** Planning Staff

**RE:** Staff Comments on Campbell Crossing SP Preliminary Plan

**Name:** SP Campbell Crossing

**Type:** Specific Plan

**Purpose:** A request to change from AR2a to SP zoning property (9.95 acres), to permit the development of 62 townhomes

**Location:** 6018 Mt. View Road; approximately 830 feet south of Hamilton Church Road

**Comments / Recommendations:**

Fire Marshal

- No comments

Public Works

- The developer's construction drawings shall comply with the design regulations established by the department of Public Works. Final design may vary based on field conditions.

**Standard Comment**

- Show professional seal

**Standard Comment**

- Construct a continuous three (3) lane road cross section on Mt. View Rd., with a continuous center left turn lane.

***The Developer would like to meet with Public Works about this comment. A continuous three lane road cross section on Mt. View Road would be cost prohibitive for a project with only 62 units. Public Works has indicated they would work with the Developer concerning the requirement.***

- Units appear to be located too close to alleys. Provide templates to document adequate turning movements. Provide a 6' minimum setback from edge of alley pavement.

***The units are 6 feet from the edge of alley pavement as recommended by Public Works.***

- Relocate the first driveway onto Streamview Drive a minimum of 100 ft. from Mt. View Road.

***Done***

#### Stormwater

- Another stream is identified on Metro GIS. This stream connects into the shown stream from the southern portion of the site.
- Total stream buffer appears to be only 60'. This allows for no stream width.
- Stream appears to drain over 100 acres (2 zoned buffer).

(The buffer along waterways will be an area where the surface is left in a natural state, and is not disturbed by construction activity. This is in accordance with the Stormwater Management Manual Volume 1 – Regulations.)

***Revised per Stormwater***

#### Water Services

- No comments.

#### Design Studio

- Provide a mixture of housing types, cottages and townhomes – no more than 70% of each housing type

***The Developer feels this request is unreasonable due to the size and location of the project. The project only consists of 10+ acres. It is located across the street from a 160 lot+ subdivision and is surrounded by a 300 lot+ subdivision. Both of these subdivisions are single family lot subdivisions. This development would provide medium density housing close to the street with alley loaded units. The proposed development would be a part of the total area as shown on the Subarea Plan as Neighborhood General. It would provide a mix of housing types as called for under the Subarea Plan.***

***The proposed project of 62 units consisting of two, three, and four unit buildings only represents 12% of the total units approved in the Mt. View Road area. Why should 30% of a 10+ tract need to be "cottages?"***

#### Urban Forster

- Provide TDU.

***Done***

**AN EXPLANATION OF THE PURPOSE AND INTENT OF THE PROPOSED SP DISTRICT:**

The purpose of the proposed Specific Plan (SP) District is to allow the development of 62 Multifamily and Two Family Units. At the Pre-Application Conference with Metro Planning, the staff suggested the Developer use the SP District due to the site constraints and location. These constraints consist of the size, shape and location of the property, minimum building setbacks, roadway right-of-ways, etc. Due to all the existing restrictions on the property, the SP District gives the required flexibility to develop the tract of land. The Councilman and Developer believe the SP District will allow the property to be developed in a way that will meet the neighborhood concerns and market demand and be suitable to the site and its surroundings.

**AN EXPLANATION OF THE PROPOSED PLANS CONSISTENT WITH THE GOALS/OBJECTIVES OF THE GENERAL PLAN:**

When the Developer met with the Planning Staff at the Pre-Application Conference, they indicated the proposed SP District would conform to the General Plan and Land Use Policy and would not require a policy change. The policy in place now is Neighborhood General. The land uses in this category include Medium Density Residential. The proposal follows the same basic design standards put in place along Mt. View Road by the Hamilton Hills UDO.

**A LIST OF ALLOWABLE USES:**

The only use in the proposed SP District would be Multifamily Units and Two Family Dwellings.

## EXISTING CONDITIONS ON THE SITE:

The site is vacant at the present time. It is bounded on the north by Mt. View Road, the south by a proposed RS10 Cluster Lot Subdivision, the west by agricultural land and the east by a proposed RS10 Cluster Lot Subdivision. The site vegetation consists of grass, weeds, brush, small to medium trees and shrubs.

The site is presently zoned AR2A.

The existing Land Use Policy for the area is NG – Neighborhood General which accommodates residential development within a range of four to nine dwelling units per acre.

The proposed SP District (Campbell Crossing) would permit only Multifamily Units, Townhomes, and Two Family Dwellings.





730 2nd Ave S  
 Nashville, TN 37210  
[www.nashville.gov/mpc](http://www.nashville.gov/mpc)

**Parcel ID:** 16400006500

**Property Address:** 6018 MT VIEW RD  
 ANTIOCH, TN 37013

**Owner Information:** DRIVER, CAROL  
 813 FITZPATRICK RD  
 NASHVILLE, TN 37214  
 Date Acquired: 8/9/2002  
 Document: TR-20020822  
 0101738

**General Information:** Census Tract: 15621001  
 Council District: 33  
 Land Use: 081, SFD(S) - RURAL



**Property Information:** Description: S SIDE HAMILTON CHURCH RD E OF MURFREESBORO PK  
 Acreage: 9.95  
 Dimensions: 0X0  
 Document: DB-00004518 0000943

**Zoning:** Zoning: AR2A, AGRICULTURAL  
 Date Effective: 12/24/1974  
 Case Number:  
 Bill Number: 073-650

**Overlays:**

**Assessment Information:** Sale Price: \$87,000.00  
 Date Assessed: 1/1/2005  
 Classes: R  
 Land Appraised Value: \$94,800.00  
 Improvment Appraised Value: \$57,300.00  
 Total Appraised Value: \$152,100.00  
 USD/GSD: URBAN SERVICES DISTRICT  
 Service Area/Field Book: 02DX 06227



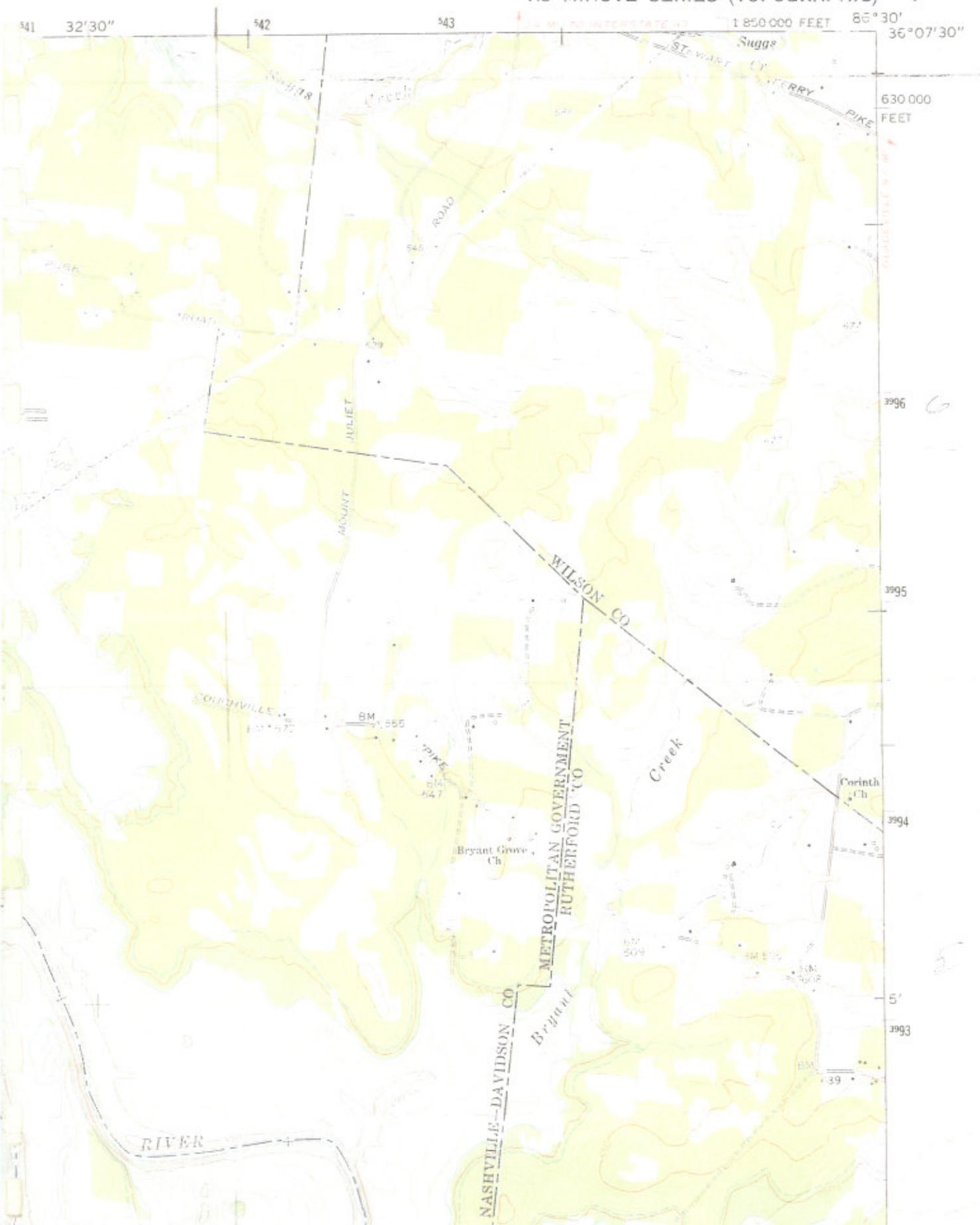


LA VERGNE QUADRANGLE  
TENNESSEE  
7.5 MINUTE SERIES (TOPOGRAPHIC)

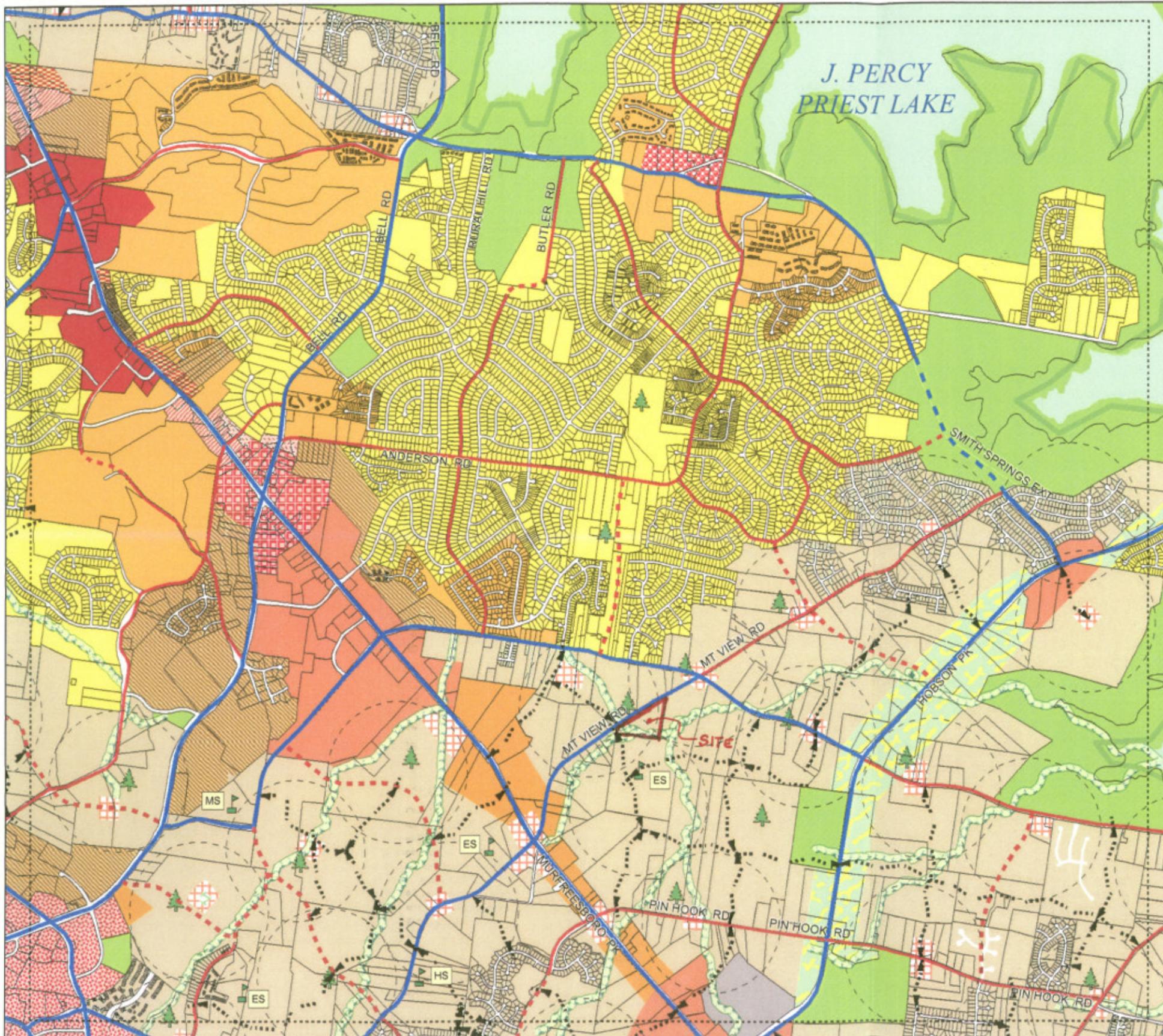
3750 IN. NW  
(MARTHAN)

341 32'30" 342 343 14 M. TO INTERSTATE 40 1 850 000 FEET 86° 30' 36° 07' 30"

630 000  
FEET







**FIGURE 3 (Sheet 5 of 8)  
ANTIOCH-PRIEST LAKE COMMUNITY  
STRUCTURE PLAN**

Adopted July 10, 2003

1,900 950 0 1,900 Feet



Sheet Index

1	2	3
4	5	6
7	8	

**LAND USE POLICY CATEGORIES**

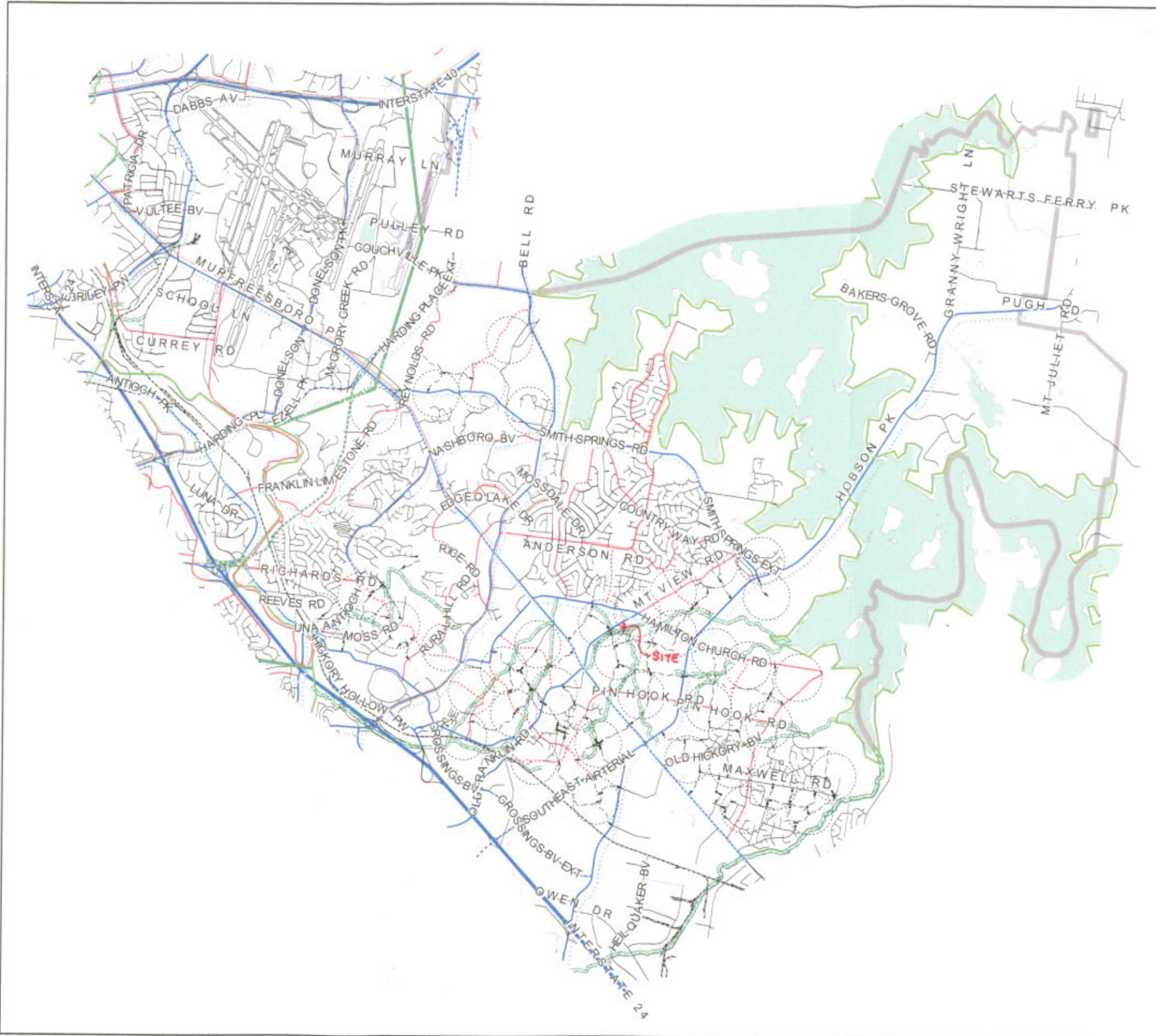
- NCO Natural Conservation
- RN Retail Neighborhood
- CE Corridor Edge
- RLM Residential Medium Density
- RM Residential Medium Density
- RMH Residential Medium High Density
- RH Residential High Density
- OT Office Transition
- OC Office Concentration
- MU Mixed Use
- CAE Commercial Arterial Existing
- RCC Retail Concentration Community
- RCS Retail Concentration Super-Community
- RAC Regional Activity Center
- CMC Commercial Mixed Concentration
- Water
- R Rural
- OS Open Space
- OS\* or POS Potential Open Space
- NG Neighborhood General
- N C Neighborhood Center
- CG Corridor General
- C C Community Center
- I Impact Area
- I N Industrial District
- PP Potential Park
- PS Potential School

**OTHER FEATURES**

- Boundary of Community
- Greenways Plan Features**
  - Existing Greenway Trail
  - Planned Greenway Trail
  - Planned Rails with Trails
  - Greenway
  - Greenway Corridor
- Community Plan Greenway**
  - Additional Greenway
- Railroad**
  - Existing
  - Future
- Airport**
  - Existing
  - Future
- Potential Neighborhood [0.25 mile "walkable" radius]

**STREET LEGEND**

- Major Street - Existing
- Major Street - Planned
- Major Planned Optional
- Collector - Existing
- Collector - Planned
- Local - Proposed Relocation
- Required Street Connection
- Ramp
- Ramp Optional



**FIGURE 4  
ANTIOCH-PRIEST LAKE COMMUNITY  
TRANSPORTATION PLAN**

Adopted July 10, 2003

6,100 3,050 0 6,100 Feet



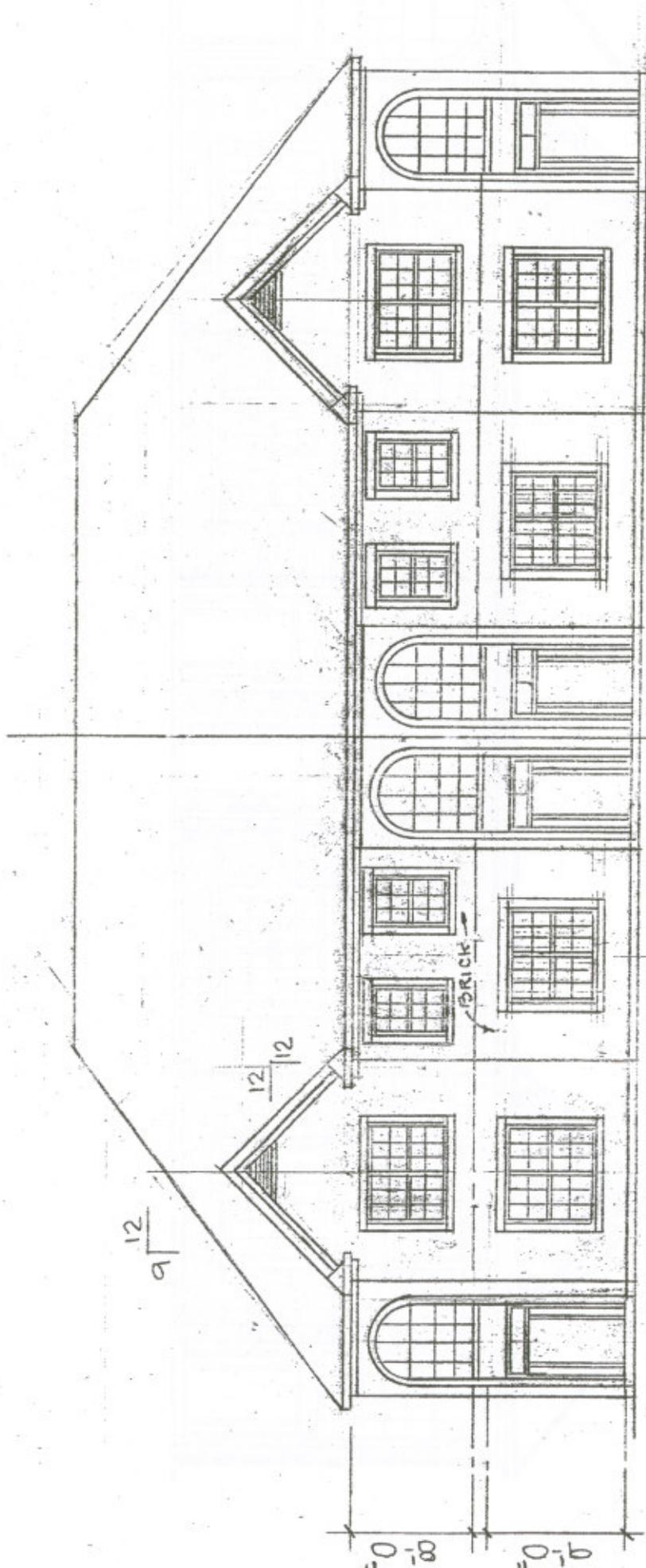
**STREET LEGEND**

- Major Street - Existing
- - - Major Street - Planned
- - - Major Planned Optional
- Collector - Existing
- - - Collector - Planned
- - - Street Realignment
- - - Required Street Connection
- Ramp
- - - Ramp Optional

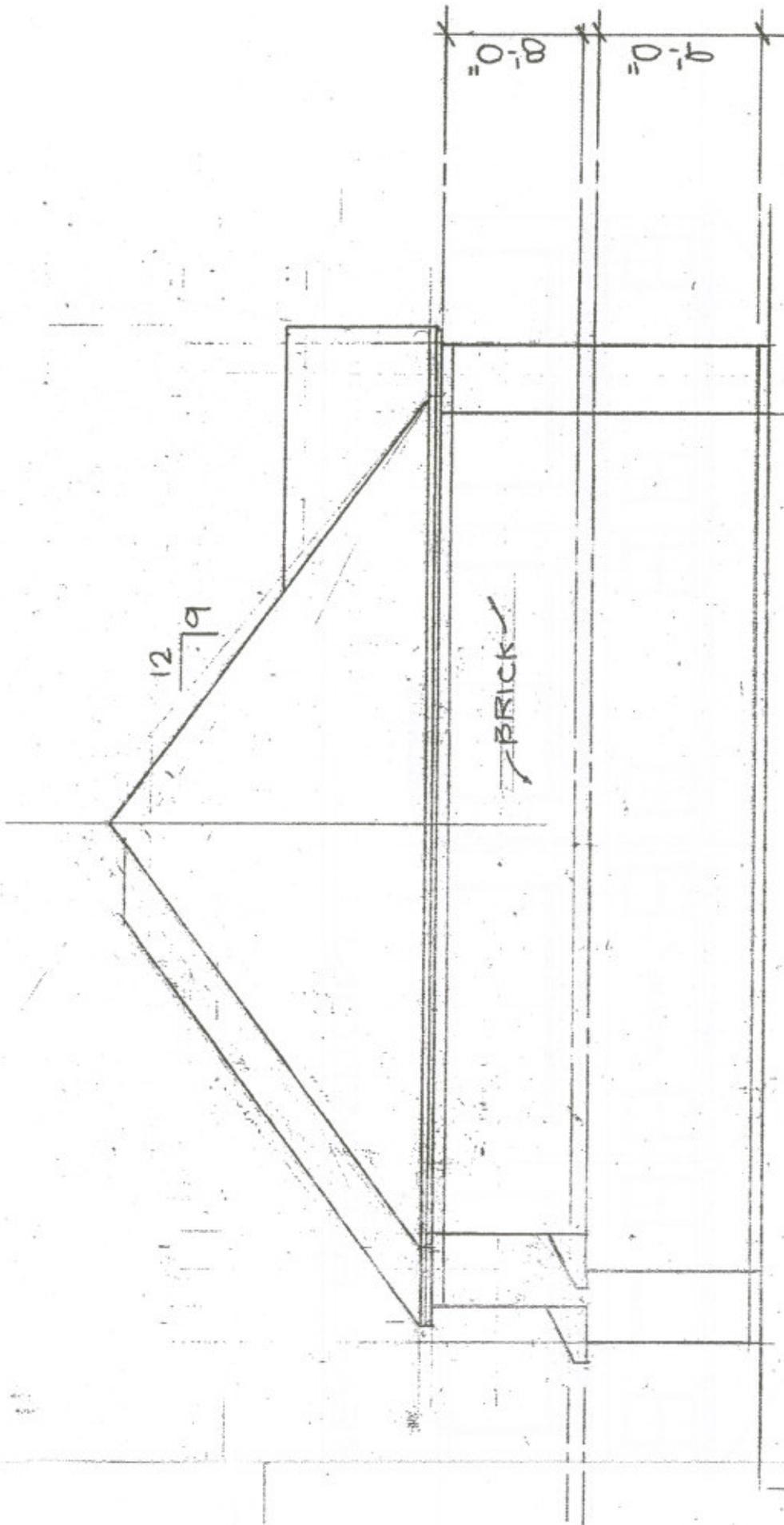
**OTHER FEATURES**

- Boundary of Community
- Greenways Plan Features**
- Existing Greenway Trail
- - - Planned Greenway Trail
- - - Planned Rails with Trails
- Greenway
- - - Greenway Corridor
- Community Plan Greenway**
- - - Additional Greenway
- - - Existing Bus Route
- - - Planned Bikeway
- Railroad
- AIRPORT**
- Existing
- Future
- Potential Neighborhood [0.25 mile "walkable" radius]



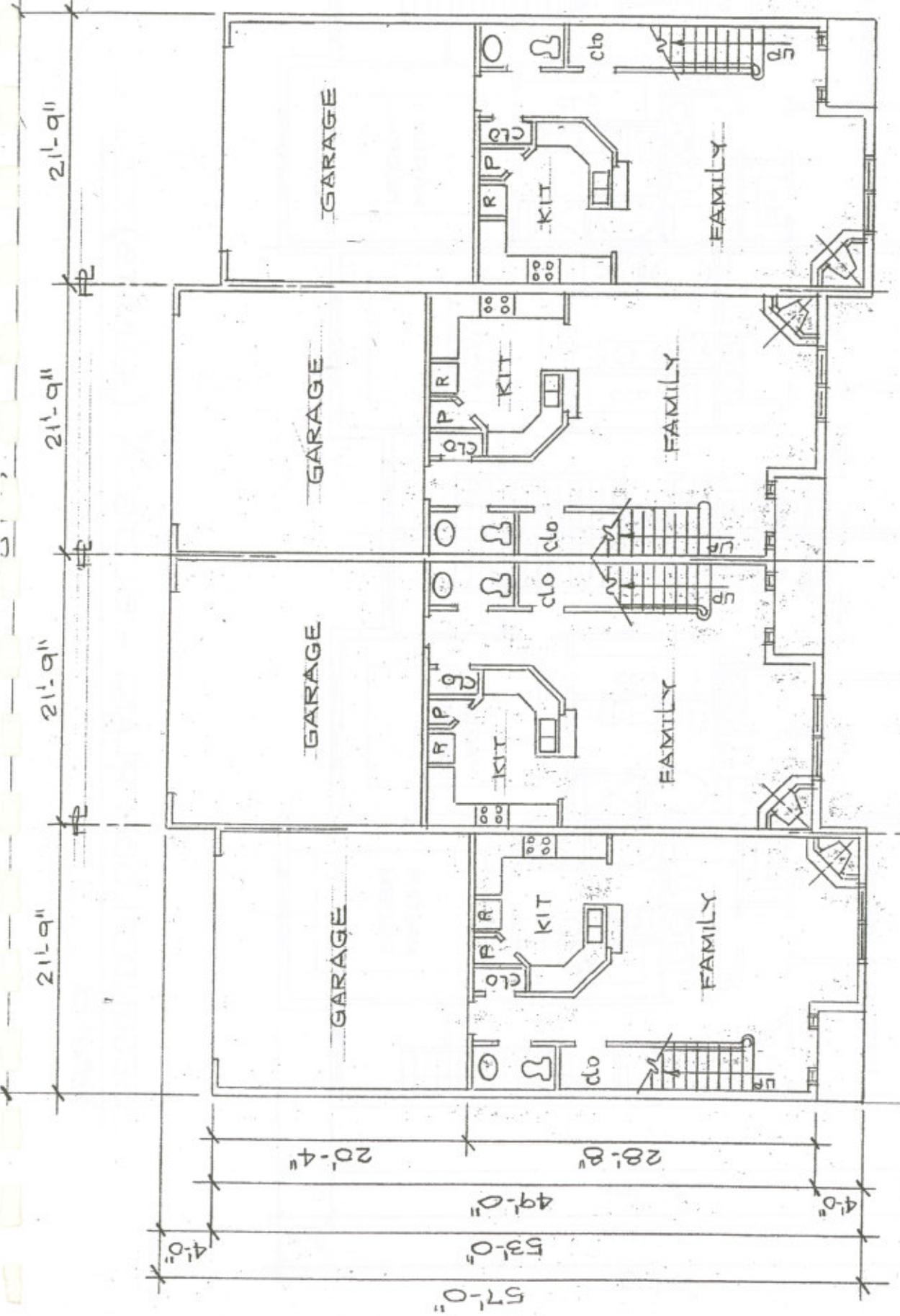


FRONT ELEVATION - BLD'G. "A" (4 UNITS)



LEFT SIDE ELEVATION

RIGHT SIDE OPPOSITE

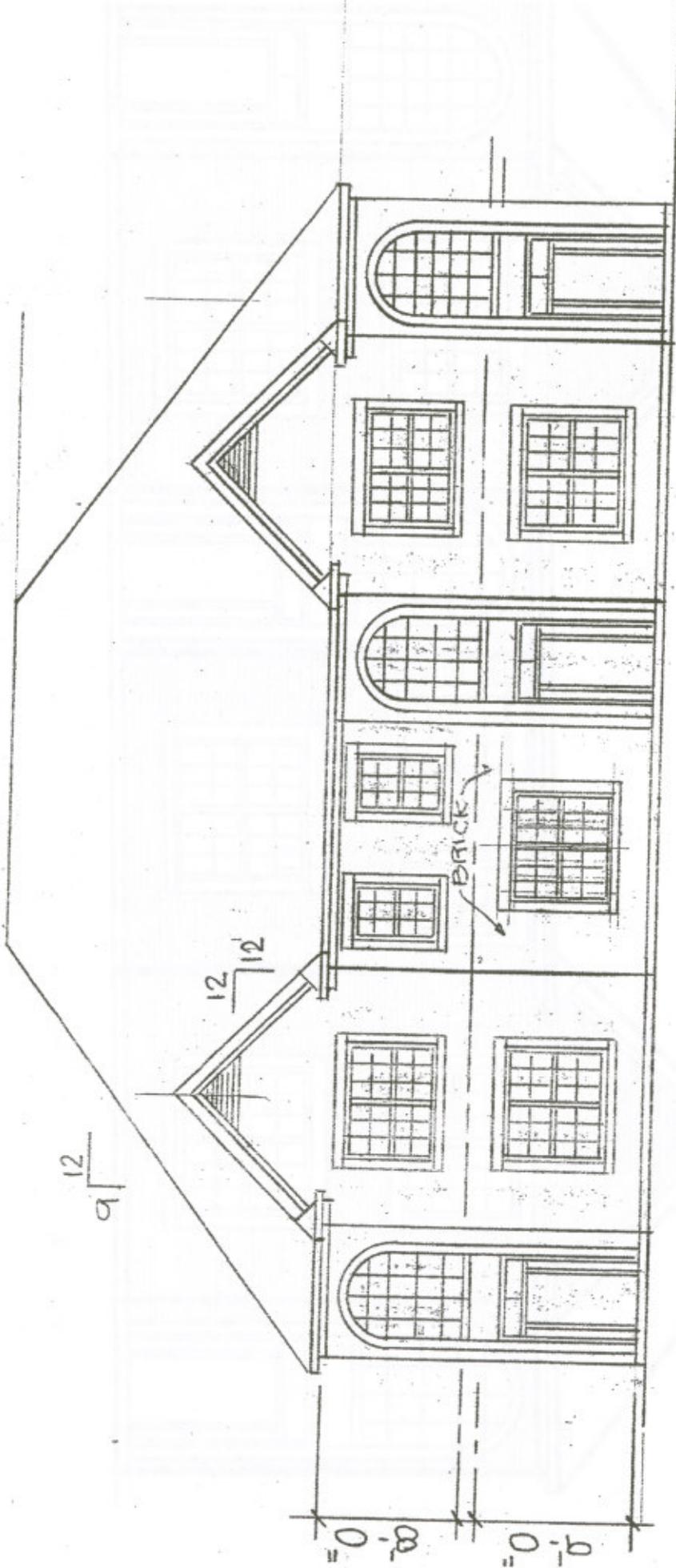


SQUARE
(4) UNIT:
TOTAL B1

FIRST FLOOR PLAN - BLDG. "A" (4 UNITS)

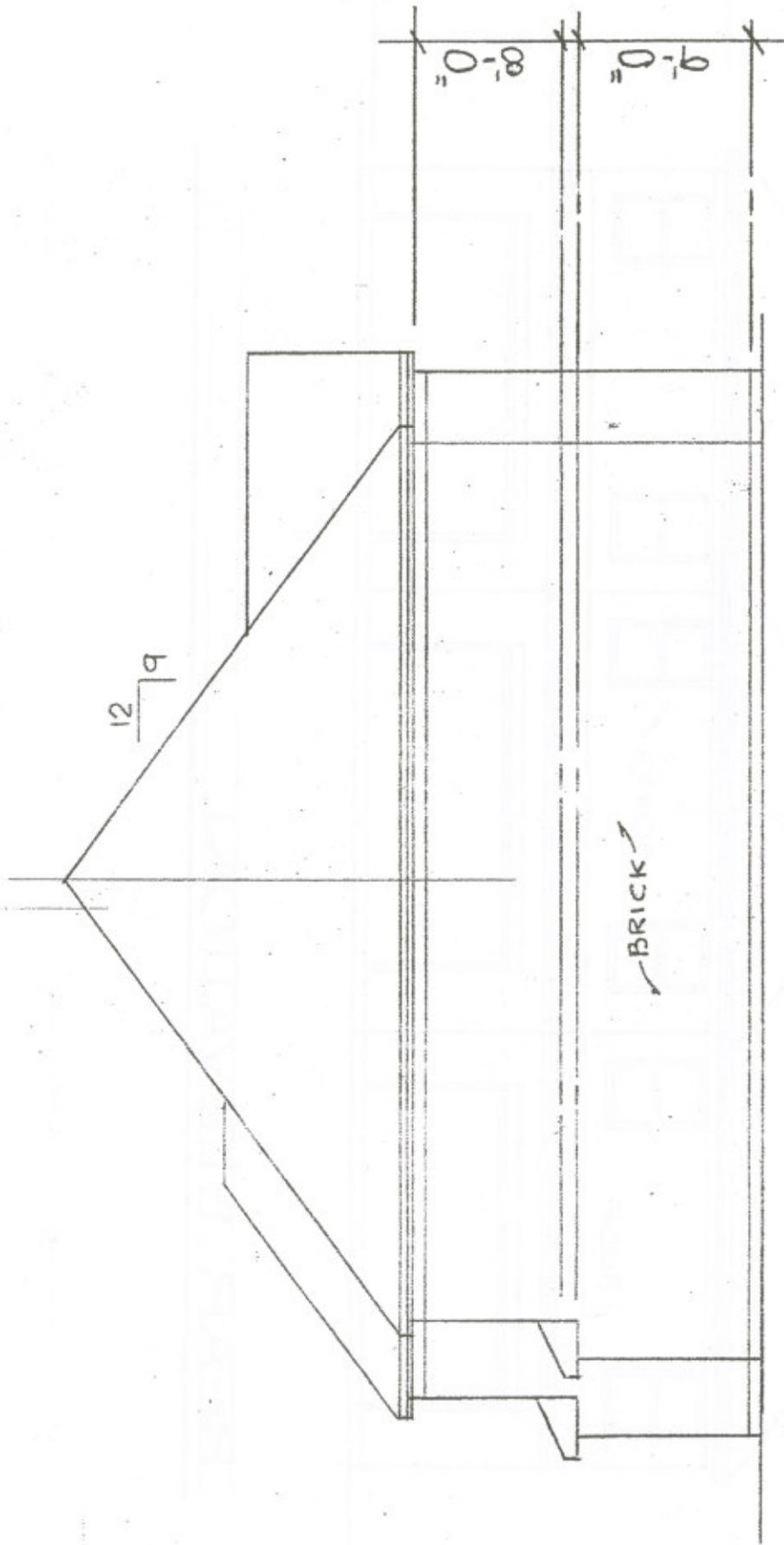
1/8" = 1'-0"

7,040 SQ. FT.



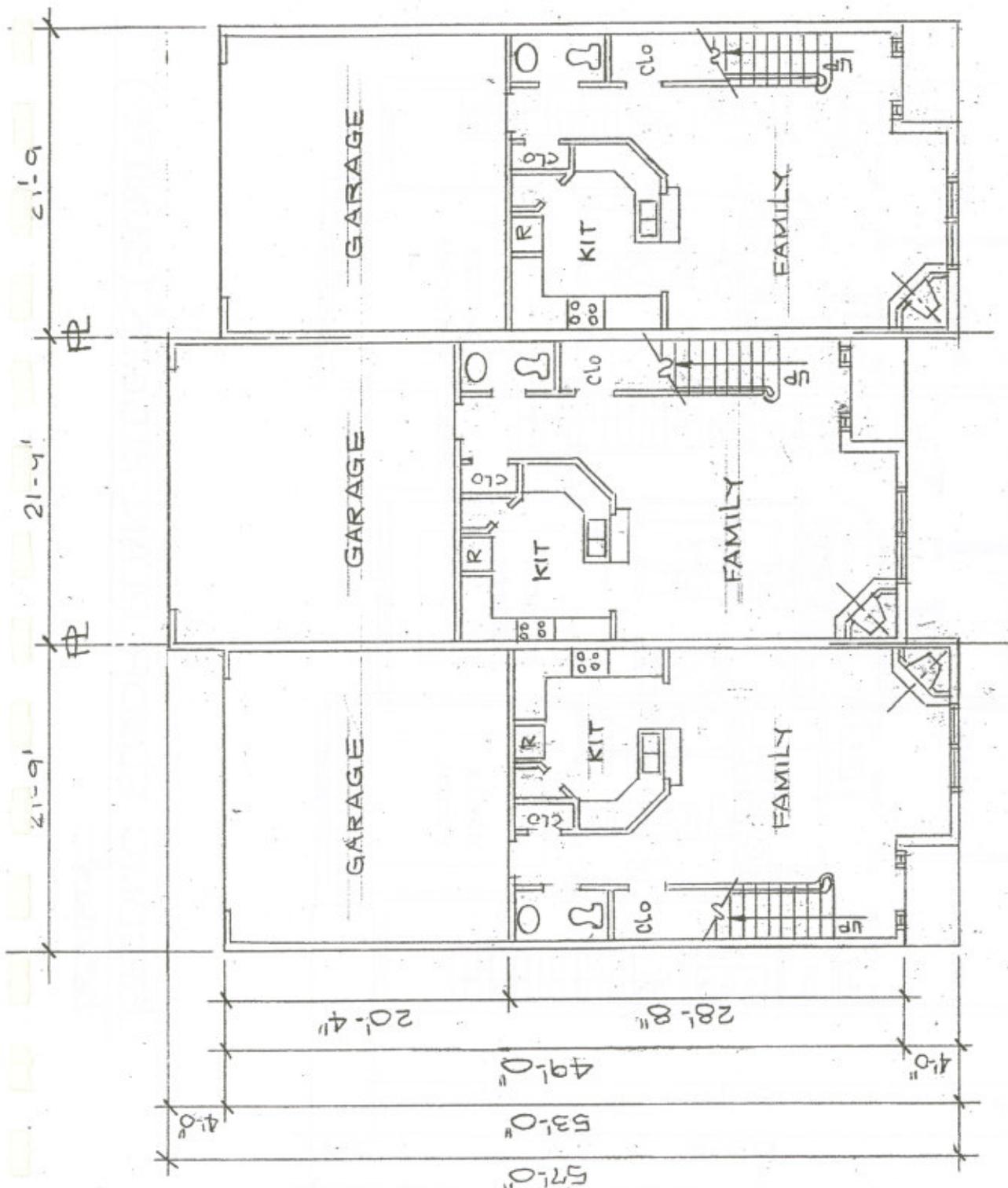
FRONT ELEVATION - BLDG. "B" (3-UNITS)

1/8" = 1'-0"



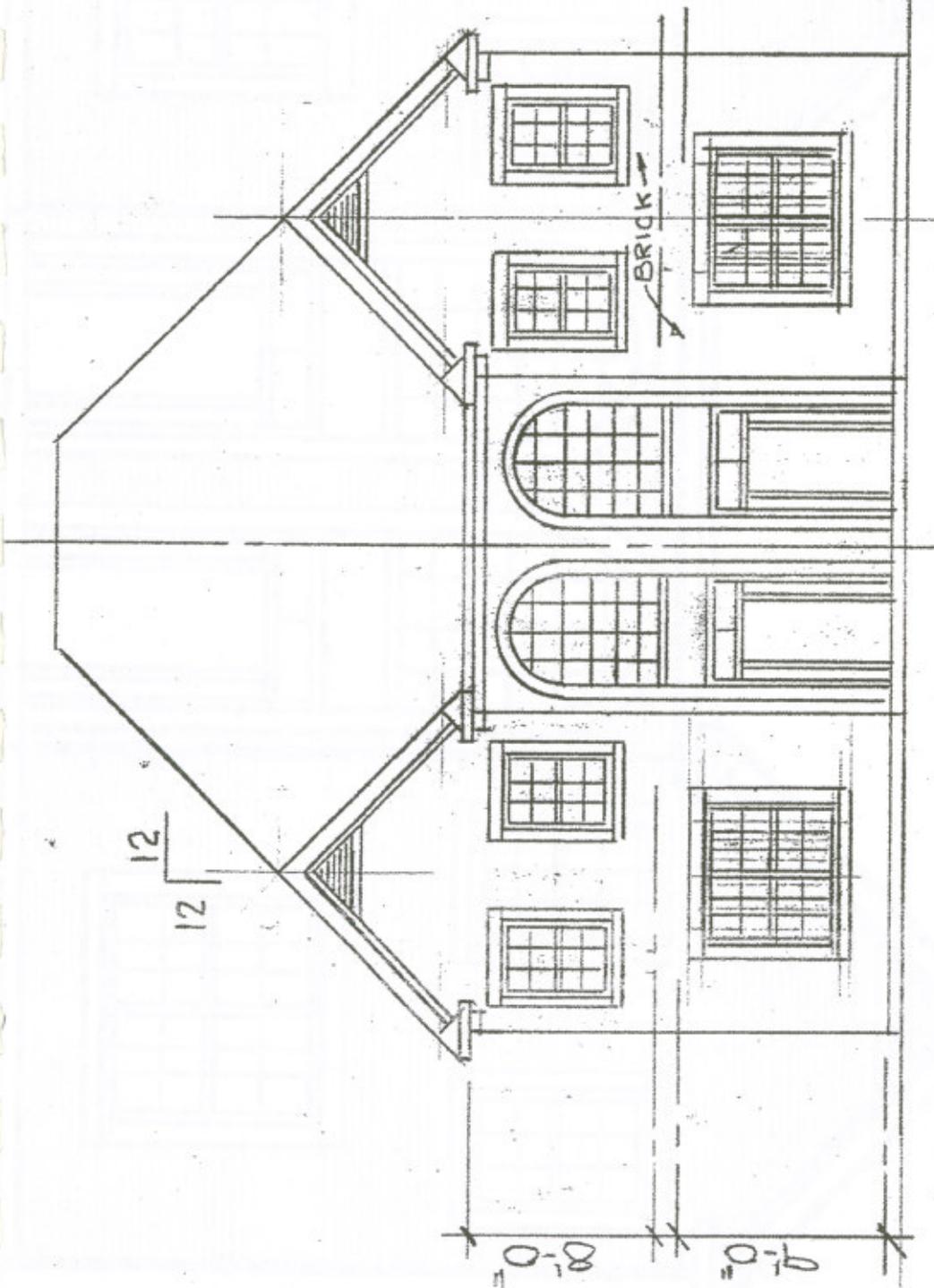
LEFT SIDE ELEVATION

RIGHT SIDE ELEVATION



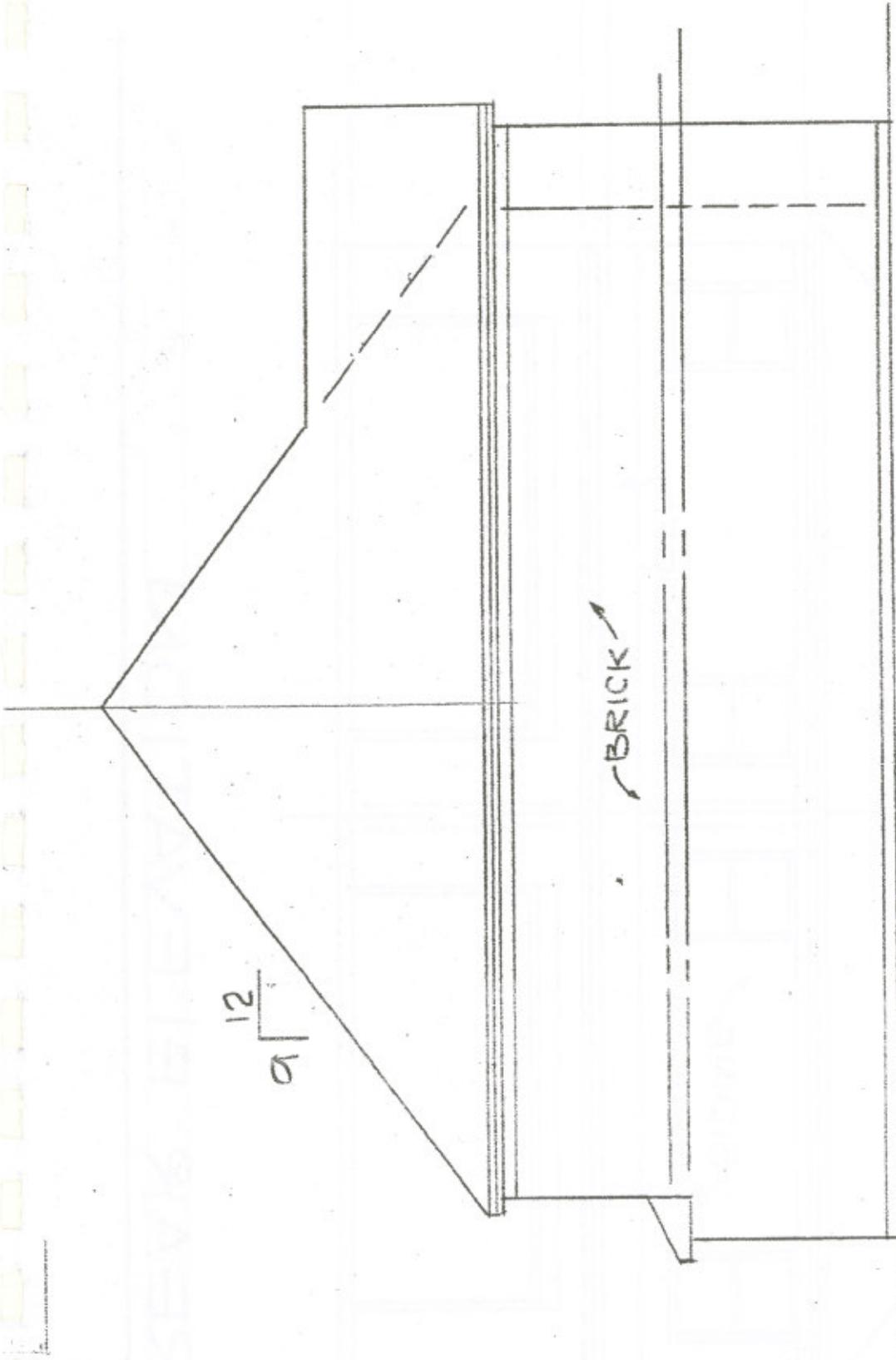
FIRST FLOOR PLAN - BLD'G. "B" (3 UNITS)

1/8" = 1'-0"  
5,280 SQ. FT.



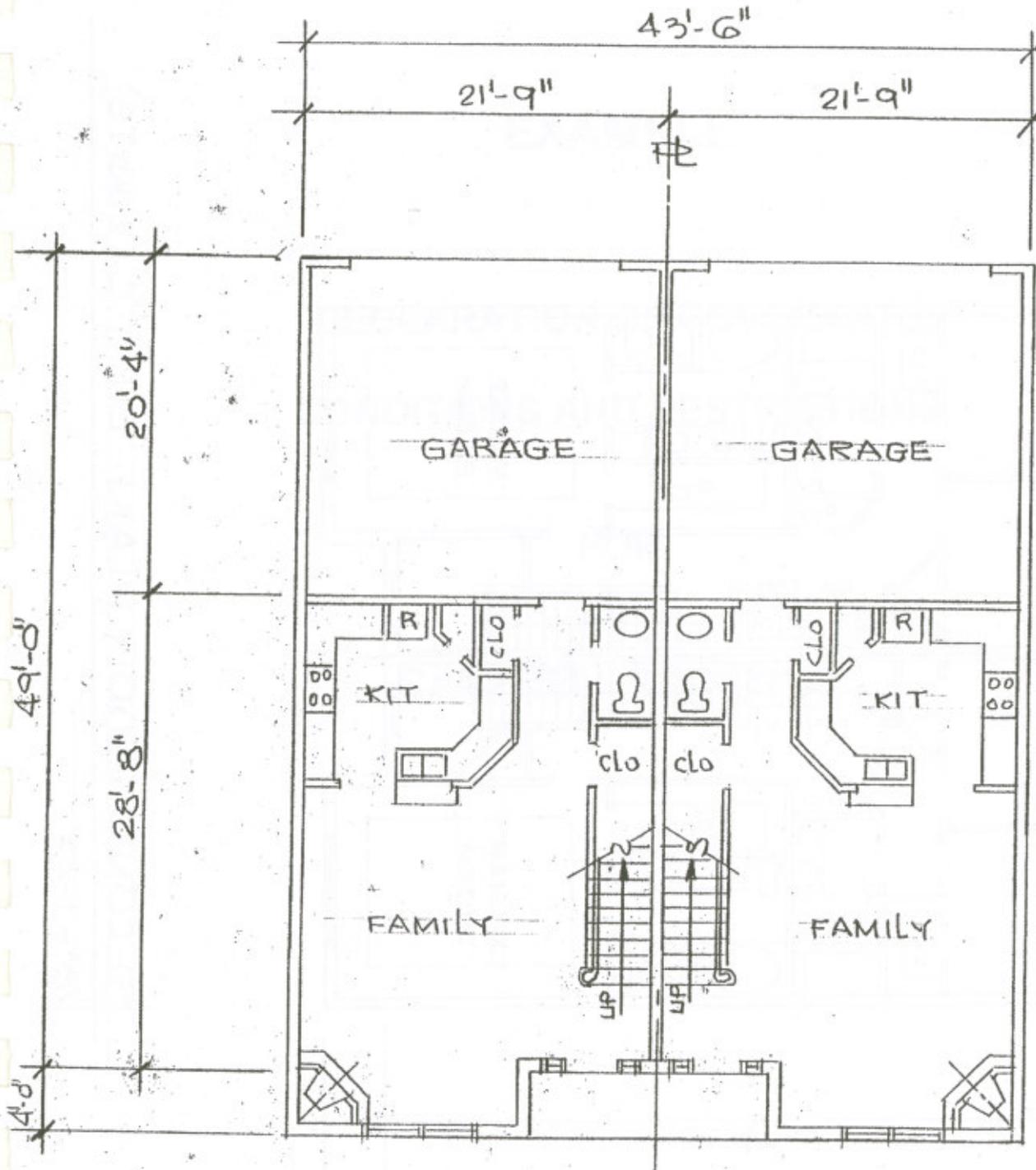
FRONT ELEVATION - BLD'G "C" (2 UNITS)

1/2" = 1'-0"



LEFT SIDE ELEVATION

RIGHT SIDE OPPOSITE



FIRST FLOOR PLAN - BLD'G. "C" (2 UNITS)

1/8" = 1'-0"

3520 SQ. FT.

**PICK-UP**

DOCUMENT PREPARED BY AND  
WHEN RECORDED RETURN TO:

Davidson County REST  
Recvd: 03/03/04 14:35 37pgs  
Fees:187.00 Taxes:0.00

BAKER, DONELSON, BEARMAN, CALDWELL & BERKOWITZ, P.C.  
A Professional Corporation  
211 Commerce Street, Suite 1000  
Nashville, Tennessee 37201

  
20040303-0024241

**AMENDED & RESTATED DECLARATION OF COVENANTS,  
CONDITIONS AND RESTRICTIONS  
FOR  
FAIRWAY VILLAS TOWNHOMES**

THIS AMENDED & RESTATED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS (the "Declaration") is hereby made and entered into by **James M. Fischer**, an individual residing in the State of Tennessee (the "Declarant").

**WITNESSETH:**

**WHEREAS**, the Declarant is the legal title holder of certain real estate (the "Parcel") located in Davidson County, Tennessee, and more particularly described on the attached Exhibit A, which is incorporated herein by this reference; and

**WHEREAS**, the Declarant intends to and does hereby submit the Parcel together with all buildings, structures, improvements and other permanent fixtures of whatsoever kind now located or later constructed thereon, and all rights and privileges belonging or in any way pertaining thereto (collectively the "Property") to the provisions of the Horizontal Property Act of the State of Tennessee for the express purpose of establishing thereon a horizontal property regime to be known as "Fairway Villas Townhomes"; and

**WHEREAS**, the Declarant further desires to establish said horizontal property regime for his own benefit and for the mutual benefit of all future owners or occupants of the Property or any part thereof, and intends that all future owners, occupants, deed of trust beneficiaries, and any other persons hereinafter acquiring any interest in the Property, shall hold such interest subject to certain rights, easements and privileges in, over and upon the Property and certain mutually beneficial restrictions and obligations with respect to the proper use, conduct and maintenance thereof, as hereinafter set forth, all of which are declared to be in furtherance of a plan to promote and protect the cooperative aspects of residence on the Property, and are established for the purpose of enhancing the value, desirability and attractiveness of the Property.

**NOW, THEREFORE**, the Declarant declares as follows:

1. Definitions. As used in this Declaration, the following terms shall have the meanings ascribed to them in this Section 1, such definitions being cumulative of those set forth elsewhere in this Declaration. In addition, all terms used in this Declaration which are defined in the Act shall have the meanings ascribed to them in the Act, unless other definitions are ascribed to them in this Declaration.

(i) "Majority" means the owners of more than fifty percent (50%) of the voting rights of the "Members", as defined in the By-Laws described in Section 5 below.

(j) "Declaration" means this instrument, as amended from time to time.

(k) "Occupant" means a person or persons in possession of a Unit, regardless of whether said person is a Unit Owner.

(l) "Parcel" means the parcel or tract of real estate, described on Exhibit A attached to this Declaration.

(m) "Person" means a natural individual, corporation, association, partnership, limited liability company, trustee or other legal entity capable of holding title to real property.

(n) "Private Element" means and includes the real property within a numbered, bounded area as shown on the Site Plan, upon which an individual, numbered Building is located. Fee simple ownership and exclusive use of a Unit's Private Element is reserved to that Unit only.

(o) "Property" means all the land and space comprising the Parcel, and all improvements and structures thereon, or to be constructed thereon, including the Buildings and all easements, rights and appurtenances belonging thereto, and all furniture, furnishings, fixtures and equipment intended for the mutual use, benefit or enjoyment of the Unit Owners, submitted to the provisions of the Act.

(p) "Record" or "recording" refers to the record or recording in the office of the Register of Deeds for Davidson County, Tennessee.

(q) "Site Plan" means the site plan of the Parcel submitted to the provisions of the Act showing the number of each Unit, expressing each Unit's Private Element, location and other data necessary for identification. The Site Plan for Fairway Villas Townhomes is attached hereto as Exhibit C.

(r) "Unit" means an individual numbered Building and the Private Element on which it sits, which Building is not owned in common with other Unit Owners. The boundaries of each Unit shall be and are the bounded perimeter of such Unit's Private Element as depicted on the Site Plan, provided that if any Building forming a part of a Unit shall share a common wall with another Building forming a part of another Unit, the shared boundary of such Units shall be the center of such common wall. Any Unit may be jointly or commonly owned by more than one Person. It is intended that the term "Unit" as used in this Declaration shall have the same meaning as the term "apartment" as used in the Act.

(s) "Unit Owner" or "Owner" means the Person or Persons whose estates or interests, individually or collectively, aggregate fee simple ownership of a Unit, and of the undivided interest in the Common Elements appurtenant thereto, and shall be deemed the same as a "co-owner" under the Act. Unless specifically provided otherwise herein, the Declarant shall be deemed a Unit Owner so long as he is the legal title holder of any Unit.

(c) Non-Liability of the Directors, Board, and Officers. Neither the directors, Board, nor officers of the Association, shall be personally liable to the Unit Owners for any mistake of judgment or for any other acts or omissions of any nature whatsoever as such directors, Board, officers, or Declarant, except for any acts or omissions found by a court to constitute gross negligence or fraud. The Unit Owners shall indemnify and hold harmless each of the directors, Board, and the officers, and their respective heirs, personal and legal representatives, successors and assigns, or any of them, in accordance with, and as provided in, the By-Laws and Charter of the Association.

(d) Interest of Association in Common Elements. Ownership of the Common Elements is allocated as described in Section 7 hereof. The Association shall have no ownership interest in the Common Elements.

6. Board's Determination Binding. In the event of any dispute or disagreement between any Unit Owners relating to the Property, or any questions of interpretation or application of the provisions of this Declaration or By-Laws, the determination thereof by the Board shall be final and binding on each and all such Unit Owners.

7. Ownership of the Common Elements. Each Unit Owner shall be entitled to the pro rata percentage of ownership in the Common Elements allocated to the respective Unit owned by such Unit Owner, with each Unit being allocated a one-twenty-fourth (1/24) interest in the Common Elements. The percentages of ownership interest shall remain constant. Said ownership interest in the Common Elements shall be an undivided interest, and the Common Elements shall be owned by the Unit Owners as tenants in common in accordance with their respective percentages of Ownership. The ownership of each Unit shall not be conveyed separate from the percentage of ownership in the Common Elements corresponding to said Unit. The undivided percentage of ownership in the Common Elements corresponding to any Unit shall be deemed conveyed or encumbered with that Unit, even though the legal description in the instrument conveying or encumbering said Unit may refer only to the fee title to that Unit.

8. Use of the Common Elements. Except as hereinafter set forth (particularly in Section 9), each Unit Owner shall have the right to use the Common Elements in common with all other Unit Owners, as may be required for permitted recreational uses and for the purposes of access, ingress to, egress from, use, occupancy and enjoyment of the respective Unit owned by such Unit Owner. Such right to use the Common Elements shall extend to each Unit Owner, and such Owner's agents, servants, tenants, family members, customers, invitees and licensees. Each Unit Owner shall have an unrestricted right of ingress and egress to his or her Unit. Such rights to use the Common Elements shall be subject to and governed by the provisions of the Act, this Declaration, the By-Laws and any rules and regulations established by the Association. In addition, the Association shall have the authority to lease, grant concessions or grant easements with respect to parts of the Common Elements, subject to the other provisions of this Declaration and the By-Laws. Any income derived by the Association from leases, concessions or other sources shall be held and used for the benefit of the Association, pursuant to such rules, resolutions or regulations as the Board may adopt or prescribe and as allowed by this Declaration and the By-Laws and Charter of the Association.

the Unit encumbered thereby, accepts a conveyance of any interest therein (other than as security) or forecloses on its deed of trust, and except for pro rata assessments resulting from a pro rata reallocation to all Units of Common Expenses and/or assessments. This Subsection (c) shall not be amended, changed, modified or rescinded without the prior written consent of all deed of trust beneficiaries of record.

(d) Special Assessments. In addition to the annual assessments for Common Expenses authorized above, the Association may levy a special assessment for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of capital improvements upon or as part of the Common Elements, including fixtures and personal property related thereto; provided that such assessment shall have the assent of two-thirds (2/3) of the votes for Unit Owners.

11. Deeds of Trust. Each Unit Owner shall have the right, subject to the provisions herein, to make separate deeds of trust for such Owner's respective Unit, together with such Owner's respective ownership interest in the Common Elements. No Unit Owner shall have the right or authority to make or create, or cause to be made or created, from the date hereof, any deed of trust or other lien on or affecting the Property or any part thereof, except only to the extent of such Owner's Unit, and the respective percentage interest in the Common Elements corresponding thereto.

12. Separate Real Estate Taxes. Real estate taxes shall be separately taxed to each Unit Owner for such Owner's Unit and his corresponding percentage of ownership in the Common Elements, as provided in the Act. In the event that such taxes for any year are not separately taxed to each Unit Owner, but rather are taxed on the Property as a whole, then each Unit Owner shall pay such Owner's proportionate share thereof in accordance with such Owner's respective percentage of ownership interest in the Common Elements, and, in said event, such taxes shall be a Common Expense.

13. Insurance and Damage. The Board shall have the authority to and shall obtain insurance for the Buildings, Common Elements, and Units exclusive of the additions within, improvements to and decorating of the Units by the Unit Owners, against loss or damage by fire, vandalism, malicious mischief and such other hazards as are covered under standard extended coverage provisions for the full insurable replacement cost of the Common Elements and the Buildings, and against such other hazards and for such amounts as the Board may deem advisable. Insurable replacement cost shall be deemed to be the cost of restoring the Buildings, Common Elements, and the Units or any part thereof to substantially the same condition in which they existed prior to damage or destruction. Such insurance coverage shall be written in the name of, and the proceeds thereof shall be payable to, the Board, as the trustee for each of the Unit Owners in direct ratio to said Unit Owner's respective percentage of ownership in the Common Elements, as set forth in this Declaration, and for the holders of deeds of trust on an Owner's Unit, if any. The policy of insurance should also contain, if possible, a waiver of subrogation rights by the insurer against individual Unit Owners. The premiums for such insurance shall be a Common Expense. However, at the option of the Board, and upon written notice to all Unit Owners, premiums for such insurance shall be separately billed to each Unit Owner for such Owner's Unit and such Owner's corresponding percentage of ownership in the Common Elements.

(i) Utilize the Easement Area, as the same may exist from time to time, for purposes of beautification of the surrounding areas, and other properties owned by Declarant, the Association or their successors and assigns; and

(ii) Utilize the Easement Area, as the same may exist from time to time, for installation thereof of directional signs, and for promenades, landscaped and grassed areas, street lighting, and other like improvements, as the same may be constructed or placed thereupon, from time to time, in the sole discretion of Declarant, the Association or their successors and assigns.

Provided, however, that the exercise of the rights reserved by Declarant and the Association shall not unreasonably interfere with the use of the Easement Area, by the parties entitled to the use thereof.

(e) Enforcement. Declarant, the Association, their successors and assigns, and the beneficiaries of this Declaration of Easement, as the case may be, may enforce the obligations of the parties under this Declaration of Easement by a suit or judicial proceeding for injunctive relief, specific performance or damages, as may be appropriate and shall recover all costs, expenses, including attorneys' fees, other fees and expenses together with interest thereon at the highest legal rate but not to exceed ten percent (10%).

(f) Miscellaneous.

(i) This Declaration of Easement shall be governed by and construed and enforced in accordance with the laws of the State of Tennessee.

(ii) The covenants, easements, rights, privileges, agreements, promises and duties of all parties set forth herein shall run with the land and shall inure to the benefit of and be binding on the successors and assigns of said parties.

(iii) This Declaration of Easement and the rights of the beneficiaries of said easement referenced in Subsection (a) above, to the use of the Easement Area shall at all times be subordinate to the rights and interests of any deed of trust beneficiary of record against the Parcel or Property.

30. Conflicts. In the event of any conflict with the provisions of this Declaration, the Act, the By-Laws or any rules or regulations adopted by the Association, the provisions of the Act or of this Declaration, as the case may be, shall control.

31. Miscellaneous. The captions used herein are for reference purposes only and shall not limit or broaden the meaning of any section. When used herein, the singular shall include the plural, the plural the singular, and the use of one gender shall apply to any gender.

32. Effect of this Declaration. This Declaration amends, restates, and supercedes that certain Declaration of Covenants, Conditions, and Restrictions for Fairway Villas Homeowner's Association, Inc., made by the Declarant, dated June 3, 2003, recorded as Instrument No. 20030623-0086235, Register's Office for Davidson County, Tennessee, and re-recorded as Instrument No. 20040105-0001208, said Register's Office (the "Prior Declaration").

## EXHIBIT "A"

### Property Description

Prepared By: C. Michael Moran, RLS  
12168 Patterson Road  
Rockvale, TN. 37153

#### LAND DESCRIPTION

Being a certain parcel of land located in the 28<sup>th</sup> Councilmanic District of Davidson County, Tennessee; and being further described as follows:

Beginning at an old iron rod situated in the southerly margin of Nashboro Blvd (25' from centerline); said iron rod being the northeast corner of the Vastland Development, LLC property as recorded by Inst #20020507-56328 Register's Office Davidson County, Tennessee (RODC,Tn);

Thence, leaving the said margin of Nashboro Blvd and along the westerly boundary line of the Vastland Development, LLC property S 04°12'51" W 119.44' to an old iron rod; said iron rod being a corner of the Linkscorp Tennessee Six, LLC property (Nashboro Village Golf Course) as recorded in Book 11599 Page 472 RODC,Tn;

Thence, leaving the boundary line of Vastland Development, LLC and along the northerly boundary line of the Linkscorp Tennessee Six, LLC property N 89°59'54" W - 592.32' to an old iron rod;

Thence, N 35°00'16" W - 101.50' to an old iron rod; said iron rod being situated in the easterly boundary line of an un-named service road (road to the Golf Course Pro Shop);

Thence, leaving the Linkscorp Tennessee Six, LLC property and along the said margin of the service road N 71°34'44" E - 180.22' to an old iron rod;

Thence, in a northeasterly direction and with a curve to the left having a radius of 121.24' an arc distance of 112.54' (chord = N 44°59'19" E - 108.54') to a PK nail;

Thence; in continuing in a northeasterly direction and with a curve to the right having a radius of 25.00' an arc length of 10.23' to a PK nail; said PK nail situated in the aforesaid margin of Nashboro Blvd;

Thence, leaving the said margin of the service road and with the said margin of Nashboro Blvd. S 81°30'29" E - 131.10' to a point;

Thence, continuing in a southeasterly direction and with a curve to the right having a radius of 929.30' an arc length of 291.27' (chord = S 72°31'44" E - 290.08') to the Point of Beginning.

Containing 2.40 Acres (104,544 square feet).

The herein description taken from a Boundary Survey by Wamble & Associates dated 4/17/02 and verified by C. Michael Moran, RLS.

Being the same property conveyed to James M. Fischer by Deed of record in Instrument No. 20020510-0058082, Register's Office for Davidson County, Tennessee.

Section 4.12. Records at Principal Office. The Association shall keep at all times a copy of the following records at its principal office:

- (a) Its Charter or Restated Charter and all amendments thereto;
- (b) These By-Laws and all amendments thereto;
- (c) Resolutions adopted by the Board of Directors relating to the characteristics, qualifications, rights, limitations and obligations of Unit Owners or any class or category of Unit Owners;
- (d) The minutes of all meetings of Unit Owners and the records of all actions taken by Unit Owners without a meeting for the past three (3) years;
- (e) All written communications to Unit Owners generally within the past three (3) years, including the past three (3) years' annual financial statements;
- (f) A list of the names and business or home addresses of its current Directors and officers;
- (g) The most recent annual report delivered to the Tennessee Secretary of State; and
- (h) Its Declaration and all amendments thereto.

Section 4.13. Annual Financial Statements. The Association shall prepare annual financial statements that include a balance sheet as of the end of the fiscal year, an income statement for that year, and such other information necessary to comply with the requirements of the applicable provisions of the Tennessee Nonprofit Corporation Act.

## ARTICLE V

### Use and Occupancy Restrictions

Section 5.1. General. No unlawful, noxious or offensive activities shall be carried on in any Unit or elsewhere on the Property, nor shall anything be done therein or thereon that shall constitute a nuisance or that shall in the judgment of the Board cause unreasonable noise or disturbance to others.

Each Unit Owner shall maintain such Owner's Unit in good condition and in good order and repair, at such Owner's expense, and shall not do or allow anything to be done in such Owners Unit that may increase the cost or cause the cancellation of insurance on other Units or on the Common Elements. No Unit Owner shall display, hang, store or use any clothing, sheets, blankets, laundry, or other articles outside such Owner's Unit, or which may be visible from the outside of such Owner's Unit (other than draperies, curtains, or shades of a customary nature and appearance, subject to the rules and regulations of the Board ) or paint or decorate or adorn the outside of such Owner's Unit, or install outside such Owner's Unit any canopy or awning, or outside radio or television antenna, or Citizens Band radio transmitters, or other equipment,

stored or kept in common areas. Storage of boats, trailers, campers, and motor homes on the Property shall not be permitted.

Section 5.6. Wiring. No Unit Owner shall overload the electrical wiring in a Building, or operate any machines, appliances, accessories or equipment in such manner as to cause, in the judgment of the Board, an unreasonable disturbance to others, or connect any machines, appliances, accessories or equipment to the heating or plumbing system, without the prior written consent of the Board or the prior written consent of the Managing Agent, given in accord with the Board's direction.

## **ARTICLE VI**

### **Contractual Powers**

No contract or other transaction between the Association and one or more of its Directors or between the Association and any corporation, firm or association in which one or more of the Directors of the Association are directors, or are financially interested, is void or voidable because such Director or Directors are present at the meeting of the Board or a committee thereof which authorizes or approves the contract or transaction or because his or their votes are counted, if the circumstances specified in either of the following subparagraphs exists:

(a) The fact of the common directorship or financial interest is disclosed or known to the Board or committee and noted in the minutes and the Board or committee authorizes, approves or ratifies the contract or transaction in good faith by a vote sufficient for the purpose without counting the vote or votes of such Director or Directors; or

(b) The contract or transaction is just and reasonable as to the corporation at the time it is authorized or approved.

Common or interested Directors may be counted in determining the presence of a quorum at a meeting of the Board or a committee thereof which authorizes, approves or ratifies a contract or transaction.

## **ARTICLE VII**

### **Amendments**

These By-Laws may be amended or modified from time to time by action or approval of two-thirds (2/3) of the Unit Owners casting one (1) vote for each Unit owned, as provided in Article I, Section 7 of these By-Laws. Such amendment(s) shall not be operative until they are recorded in the office of the Register of Deeds for Davidson County, Tennessee. These By-Laws may not be amended by the Board of Directors.

## ARTICLE X

### Miscellaneous Provisions

Section 10.1. No Seal. The Association shall have no seal.

Section 10.2. Notices. Whenever notice is required to be given to Unit Owners, Directors or officers, unless otherwise provided by law, the Declaration, the Charter or these By-Laws, such notice may be given in person or by telephone, telegraph, mail or private carrier. If such notice is given by mail, it shall be sent postage prepaid by first class United States mail or by registered or certified United States mail, return receipt requested, and addressed to the respective address which appears for each such person on the books of the Association. Written notice sent by mail to Unit Owners shall be deemed to have been given when it is mailed. Any other written notice shall be deemed to have been given at the earliest of the following:

- (a) When received;
- (b) Five (5) days after its deposit in the United States mail if sent first class, postage prepaid; or
- (c) On the date on the return receipt, if sent by registered or certified United States mail, return receipt requested, and the receipt is signed by or on behalf of the addressee.

Section 10.3. Waiver of Notice. Whenever any notice is required to be given under the provisions of any statute, or of the Declaration, the Charter or these By-Laws, a waiver thereof in writing signed by the person entitled to such notice, whether before or after the date stated thereon, and delivered to the Secretary of the Association and included in the minutes or corporate records, shall be deemed equivalent thereto.

Section 10.4. Negotiable Instruments. All checks, drafts, notes or other obligations of the Association shall be signed by such of the officers of the Association or by such other person(s), as may be authorized by the Board of Directors.

Section 10.5. Deposits. The monies of the Association may be deposited in the name of the Association in such bank(s) or financial institution(s) as the Board of Directors shall designate from time to time and shall be drawn out by check signed by the officer(s) or person(s) designated by resolution adopted by the Board of Directors.

Section 10.6. Committee Members. With respect to claims or liabilities arising out of service as a member of a committee duly appointed by the Board of Directors of the Association, the Association shall indemnify and advance expenses to each such present and future committee member (and his or her estate, heirs and personal representatives) to the fullest extent allowed by the laws of the State of Tennessee, both as now in effect and as hereafter adopted or amended.

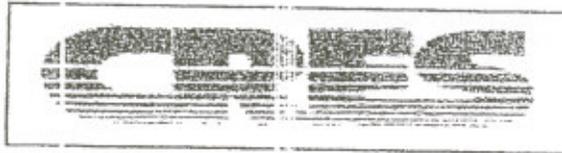
Section 10.7. Declarant. With respect to claims or liabilities arising out of service as an agent of the Association, the Association shall indemnify and advance expenses to the Declarant (its officers, employees and successors) to the fullest extent allowed by the laws of the State of Tennessee, both as now in effect or as hereafter adopted or amended.

**EXHIBIT "C"**

**Site Plan for Fairway Villas Townhomes**

# COMMERCIAL REAL ESTATE SERVICES, INC.

1451 Elm Hill Pike  
Suite 114  
Nashville, TN 37210  
Phone: 615-399-1390  
Fax: 615-366-0261



## Fax

<b>To:</b> Jim Fischer	
<b>Fax:</b> 360-3341	<b>Date:</b> 6/16/05
<b>Phone:</b> 351-7979	<b>Pages:</b> 4
<b>Re:</b> Fairway Villas HOA	<b>CC:</b>
<input type="checkbox"/> Urgent	<input type="checkbox"/> For Review
<input type="checkbox"/> Please Comment	<input type="checkbox"/> Please Reply
<input type="checkbox"/> Please Recycle	

Jim-

Following is the proposed Fairway Villas E.y-law Amendment. Please review.

Thanks,

*Orville*

This instrument prepared by:  
T. Chad White  
Tune, Entrekin & White, PC  
315 Deaderick Street, Suite 1700  
Nashville, TN 37238

## FIRST AMENDMENT TO BY-LAWS OF FAIRWAY VILLAS HOMEOWNERS ASSOCIATION, INC.

THIS AMENDMENT (the "Amendment") is made effective upon the date of recording of this instrument in the Register's office for Davidson County, Tennessee by the Fairway Villas Homeowners Association, Inc. (the "Association").

WHEREAS, the By-Laws for the Association are of record in Instrument 20040303-0024241 in the Register's office for Davidson County, Tennessee (the "By-Laws") and the definitions provided therein are adopted and incorporated as if fully stated herein; and

WHEREAS, as of the effective date of this Amendment, the first Unit has not been sold to a Unit Owner other than Declarant and Declarant, as owner of the Property and all Units therein with one hundred percent of the voting rights of the Association, desires to amend the By-Laws in accordance with Article VII of the By-Laws;

NOW, THEREFORE, for and in consideration of these premises and other good and valuable consideration, the undersigned hereby amends the By-Laws as follows:

1. Section 4.2 of Article IV of the By-Laws is deleted in its entirety and substituted in lieu thereof is the following:

Section 4.2. Assessments. The estimated annual budget for each fiscal year shall be approved by the Board, and copies thereof shall be furnished by the Board to each Unit Owner, not later than thirty (30) days prior to the beginning of such year. On or before the first day of the first month and of each succeeding month of the year covered by the annual budget, each Unit Owner shall pay, as such Owner's respective monthly assessment for the common expenses, one-twelfth (1/12) of such Owner's proportionate share of the common expenses for such year as shown by the annual budget. Such proportionate share for each Unit Owner shall be in accordance with such Owner's respective ownership interest in the Common Elements as set forth in the Declaration. In addition, each Unit Owner at the time of purchase of a Unit shall pay a one time working capital assessment in the amount of one hundred and fifty dollars (\$150.00). In the event that the Board shall not approve an estimated annual budget or shall fail to determine new monthly assessments for any year, or shall be delayed in doing so, each Unit Owner shall continue to pay each month the amount of such Owner's respective monthly assessment as last determined. Each Unit Owner shall pay such Owner's monthly assessment on or before the first day of each month to the Managing Agent or as may be otherwise directed by the Board. No Unit Owner shall be relieved of the obligation to pay such Owner's assessment by abandoning or not using such