

THIS INSTRUMENT PREPARED BY:
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(Prepared from information
provided by and at the direction
of the Cloister Board of Directors)

Karen Y Johnson Davidson County
Batch# 137954 REST
09/07/2018 12:47:30 PM 4 pgs
Fees: \$22.00 Taxes: \$0.00
20180907-0088838

**BOARD RESOLUTION FOR
ADDITIONAL MAINTENANCE AND
VARIANCE**

Be it resolved that this Board Resolution for Additional Maintenance and Variance (“Resolution”) is adopted and shall become effective this 3rd day of August, 2018, in accordance with the Paragraph 3, part (c) of the Declaration of Restrictions, Covenants and Easements for The Cloister at St. Henry, A Condominium December 27, 2010, of record in Instrument No. 20101228-0102374, Register’s Office for Davidson County, Tennessee (“Declaration”); and Paragraph 14 of the Master Deed for The Cloister at St. Henry Phase 1A, of record in Book 6042, Page 602, et seq., said Register’s Office; and Paragraph 13 of the Master Deed for The Cloister at St. Henry Phase 1D, of record in Book 6933, Page 927, et seq.

WHEREAS, the Declaration expressly requires each Unit Owner to clean, maintain, repair and replace, at his or her expense, all portions of the Limited Common Elements which are allocated and appurtenant to each Unit; and,

WHEREAS, the Board of Directors recognizes that such Limited Common Elements which are allocated to the Units require uniformity in their maintenance, repair and replacement to ensure consistent appearance and continuity within the Cloister subdivision; and,

WHEREAS, the Board recognizes that the potential expense of maintenance, repairs or replacement to these Limited Common Elements can be cost prohibitive to Unit Owners; and,

WHEREAS, in an attempt to ensure uniformity and consistency of the maintenance, repair and replacement of such Limited Common Elements, the Board has elected to adopt this Resolution and the procedures recited herein, as a means by which Unit Owners may apply to the Association or its agents to make such repairs at the Association’s expense.

NOW THEREFORE, any Unit Owner who wishes to request maintenance, repairs or replacement of any of the Limited Common Elements allocated to his or her Unit, to be undertaken by the Association or its agents, and for the Association to pay for such maintenance, repairs or replacements, shall strictly adhere to the following requirements:

1. All requests shall be in writing, submitted to the onsite or offsite property manager for The Cloister; and,
2. All written requests shall specifically identify one or more of the Limited Common Elements listed below; and,
3. All written requests shall clearly describe the specific scope of maintenance, repair or replacement needed; and,
4. All written requests shall clearly identify the location of the Limited Common Elements (if more than one) on the Unit Owner's property.

NOW THEREFORE, only those Limited Common Elements specifically listed below shall be eligible for maintenance, repair and replacement by the Association and at the Association's expense:

Aggregate driveway and stoop

Aggregate sidewalk

Aggregate patio – up to 120 square feet only

Deck – up to 120 square feet only (cleaning/staining not included)

Fence – 20 linear feet only (cleaning/staining not included)

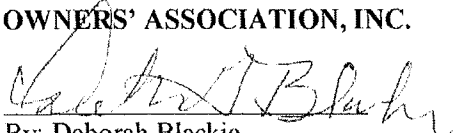
NOW FURTHER THEREFORE, the authorized representatives of the Association, Board, or of the Managing Agent with approval of the Board, shall be entitled to reasonable access to the individual Units and its Limited Common Elements as may be required for the purpose of providing maintenance, repairs or replacements to the aforementioned Limited Common Elements. Neither the Association nor the Board or such authorized representative, shall be liable to any Unit Owner for trespass or damages while performing any maintenance, repair or replacement of such Limited Common Elements and any component related thereto.

NOW FURTHER THEREFORE, the Board, in its discretion, reserves the right and authority to terminate any agreement for the maintenance, repair and/or replacement of any or all Limited Common Elements without cause, after mailing written notice to the Unit Owner whose Unit such Limited Common Elements are appurtenant, no less than thirty (30) calendar days prior to such termination. Written notice required herein shall be mailed to the address of record provided to the Association by the Unit Owner if such address of record is different than that within The Cloister.

This Resolution shall in no way be interpreted as creating or conferring upon the Association, the Board of Directors or Community Management Associates, any contractual obligation to accept any request for maintenance, repair or replacement of any Limited Common Element or the payment therefor. The ultimate contractual obligation for such maintenance, repairs or replacement of Limited Common Elements, being that of each Unit Owner whose Unit such Limited Common Elements are appurtenant.

Executed by the parties this 21 day of August, 2018.

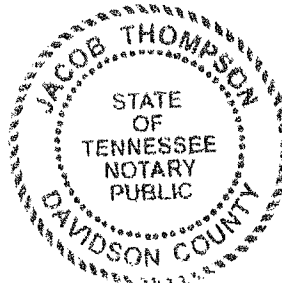
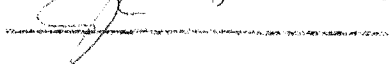
**THE 2010 CLOISTER
OWNERS' ASSOCIATION, INC.**



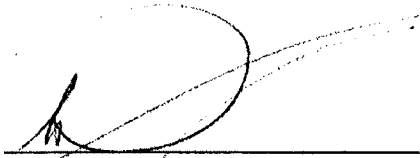
By: Deborah Blackie
Its: President

State of Tennessee
County of Davidson

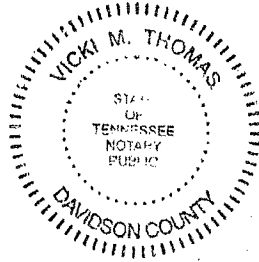
Sworn and subscribed before me
this 21 day of August, 2018, by:



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



SCOTT D. WEISS



State of Tennessee

County of Davidson

Personally appeared before me, the undersigned, a Notary Public for this county and state, SCOTT D. WEISS, who acknowledges that this certification of an electronic document is true and correct and whose signature I have witnessed.

My Commission expires: 11/08/2021



Notary Public