This instrument prepared by:
Robert J. Notestine III
Attorney at Law
4515 Harding Pike, Ste. 315
Nashville, TN 37205

Davidson County DEEDMAST
Recvd: 02/10/06 14:10 28 p
Fees:142.00 Taxes:0.00
20060210-0016694

2/3

{ New Owners Address:	{Send Tax Bills To:	{Map & Parcel Number}
{Victory Investment Properties, LLC	{ Same	{ Map 083-02-0 }
{1203 Ashwood Avenue	{	{ Parcels 68.00 and }
{Nashville, TN 37212	{	{Map 083-02-0 }
{	{	{ p/o Parcel 67.0 }
{	{	{ }

DECLARATION AND MASTER DEED ESTABLISHING A PLANNED UNIT DEVELOPMENT FOR THE CHAPEL AVENUE TOWNHOMES

THIS DECLARATION is made this 15th day of November, 2005, by Victory Investment Properties, LLC, hereinafter called "Developer" or "Declarant"), for itself, its successors or assigns wherein the Developer makes the following declarations and submissions.

1. Purpose: The purpose of this Declaration (hereinafter also referred to as the Master Deed) is to submit the land described in Paragraph 3 and the improvements thereon to a Planned Unit Development established pursuant to Chapter 27 of Title 66 of Tennessee Code Annotated; and expressly 66-27-103, et seq.

2. Name and Address: The name by which this Planned Unit Development is to be identified the Chapel Avenue Townhomes, and are located at 1114 Chapel Avenue and 1116 Chapel Avenue, Nashville, Tennessee 37206.

3. Submission of the Property: The Developer hereby submits the following described property together with the buildings and improvements thereto, owned by the Developer in fee simple absolute, to the provisions of Chapter 27 of Title 66, Tennessee Code Annotated, hereby establishing a Planned Unit Development pursuant to said Chapter. The Property and the location of the units is described as follows:

SEE EXHIBIT A WHICH IS INCORPORATED HEREIN

BY THIS REFERENCE

4. Land Included in Property: The land included in the property is also described in the Plan of The Chapel Avenue Townhomes, attached as Exhibit B, which is made a part hereof by this reference (Exhibit B). Said land will sometimes be referred to as the "Property". The fee simple absolute title to the lot area shown on said plan as 1114 Chapel Avenue and 1116 Chapel Avenue and the improvements located thereon shall be conveyed to the owner of each such lot for the exclusive use of such owner. Fee simple absolute title in any common elements (hereinafter referred to as Common Elements or Common Areas), shall be vested in the Planned Unit Development/Condominium Association hereby established and which shall operate as a Townhouse Corporation under the name of The Chapel Avenue Townhome Owners Association (hereinafter called the "Association"). Certain areas shall be referred to as Limited Common Areas or Limited Common Elements on the plan recorded as Exhibit B to this document. The are Limited Common Elements benefit solely the Owner or Owners of a particular unit lot or dwelling. These Limited Common Areas benefitting only Unit A are designated on Exhibit B as LCE-A. Those Limited Common Areas benefitting only Unit B are designated on Exhibit B as LCE-B. Limited Common Areas marked as LCE-A shall be maintained by the Owner of Unit A and Limited Common Areas marked as LCE-B shall be maintained solely by the Owner of Unit B."

5. Membership and Voting Rights in the Association. Every person who is a record owner of a fee or undivided fee interest in any lot and dwelling unit situated within The Chapel Avenue Townhomes shall automatically be a member of the Association, provided, however that any such person who holds such interest merely as a security for the performance of an

obligation shall not be a member, except as hereinafter set forth and as set forth in the By-laws of the Association, which are incorporated herein by reference (Exhibit C).

6. The Building and Ground Area. The Development consists of two dwelling units, with a dwelling at 1114 Chapel Avenue, and a dwelling at 1116 Chapel Avenue. The site plan and/or foundation for the aforesaid units is reflected on the Plan, attached as Exhibit B. The Common Areas and Limited Common Areas are all shown on the Plan. Anything not labeled as a Unit or as a Limited Common Element shall be a Common Area or a Common Element

7. Units. Unit A shall have a street address of 1114 Chapel Avenue and shall have a street address of 1116 Chapel Avenue. (The words unit, dwelling, dwelling unit and apartment have the same meaning throughout this Declaration and By-Laws appended hereto, and are used interchangeably).

8. Use of Units. Each of the Units shall be used as single-family residence only.

9. Encroachments. If any portion of the Common Elements now encroaches upon any dwelling or if any dwelling now encroaches upon any other dwelling or upon any portion of the Common Elements, as a result of the construction of a building or any building, or if any such encroachment shall occur hereafter as a result of settling or shifting, a valid easement for the encroachment and for the maintenance of the same so as long as such building stands, shall exist. In the event such building, a dwelling, and adjoining dwelling or any adjoining Common Element, shall be partially or totally destroyed as a result of fire or other casualty or as a result of condemnation or eminent domain proceedings and then rebuilt, encroachments of parts of the Common Elements upon any dwelling or of any dwelling upon any other dwelling or upon any portion of the Common Elements, due to such rebuilding,

shall be permitted, and valid easements for such encroachments and the maintenance thereof shall exist so long as any such building shall stand.

10. Dwelling Units Subject to Master Deed. All present and future co-owners and tenants of dwelling units shall be subject to and shall comply with the provisions of this Declaration which is also referred to as the Master Deed and the By-Laws appended hereto. The acceptance of a deed of conveyance, devise, inheritance, or the entering into a lease of a dwelling or entering into occupancy of a dwelling shall constitute an agreement that the provisions of this Declaration and such By-law provisions, covenants, and restrictions are accepted and ratified by each co-owner and tenants, and all of such provisions shall be deemed and taken to be covenants running with the land and shall bind any persons having at any time any interest or estate in such dwelling, as though such provisions were recited and stipulated in full in each and every deed or lease thereof.

11. Dwelling Units Subject to By-laws and Rules and Regulations. All present and future co-owners, tenants and occupants of a dwelling unit shall be subject to, and shall comply with, the provisions of the By-Laws and the Rules and Regulations appended hereto and recorded herewith, pursuant to T.C.A. 66-27-101, et seq., as they may be amended from time to time. The acceptance of a deed of conveyance, devise or of a lease to a dwelling unit, or the entering into occupancy of any dwelling unit shall constitute an agreement that the provisions of the said By-laws and the Restrictions, as they may be amended from time to time, are accepted and ratified by such co-owner, tenant and occupant, and all of such provisions shall be deemed and taken to be covenants running with the land and shall bind any person having at any time any interest or estate in such apartment and lot, as though such provisions were received and stipulated at length in each and every deed, conveyance, or

lease, thereof. Insurance covering the Units and the Unit Owners shall be obtained by the Unit Owner(s) as provided in the By-laws.

12. Amendment. This Declaration may be amended by a deed of amendment joined in by the co-owners representing all of the total then existing dwelling units in the Planned Unit Development which deed shall be recorded in the Register's Office of Davidson County, Tennessee.

13. Waiver. No provisions contained in this Declaration shall be deemed to have been abrogated or waived by reason of any failure to enforce it, regardless of the number of violations or breaches which may occur.

14. Captions. The captions herein are inserted only as a matter of convenience and for reference and neither define, limit, or described the scope of this Declaration nor the intent of any provision hereof.

15. Gender. This use of the masculine gender in this Declaration shall be deemed to refer to the feminine gender and the singular shall be deemed to refer to the plural and visa versa, wherever the context so requires.

IN WITNESS WHEREOF, the Developer has executed this Declaration at Nashville, Davidson County, Tennessee on this 15th day of November, 2005.

Developer:

VICTORY INVESTMENT PROPERTIES, LLC

By: Susan Wright, COO and Member

STATE OF TENNESSEE}
COUNTY OF DAVIDSON}

Before me, the undersigned, a Notary Public in and for the State and County aforesaid, personally appeared Susan Mirzak, with whom I am personally acquainted (or proved to me in the basis of satisfactory evidence), and who, upon oath, acknowledged himself to be the within named bargainor, and that She as such, being authorized as to do, executed the foregoing instrument for the purposes therein contained.

Witness my hand and seal this 15th day of November, 2005.

Notary Public

MY COMMISSION EXPIRES: September 19, 2009

My Commission Expires:_____

ROBERT JOHN NOTESTINE
STATE OF TENNESSEE NOTARY PUBLIC
DAVIDSON COUNTY

EXHIBIT A

PARCEL I

Land in Davidson County, State of Tennessee, described as follows to wit:

Being part of Lots Nos. 16, 17 and 18 on the Map of Sharpe and Horn's Subdivision of Elwood Place, as of record in Book 332, page 18, Register's Office, Davidson County, Tennessee, described as follows:

Beginning on the westerly margin of Chapel Avenue, formerly Hunter Lane, at the southeast corner, the property conveyed to W. C. Brooks and wife, by deed from Ruth Wheeler Hogue and husband, of record in Book 2093, Page 297, said Register's Office, also being 16 feet north of the corner of Lot No. 17 & 18; thence westerly 125 feet to the northeast corner of the property conveyed to James Arthur Jones and wife, by deed from Elsie V. Brown of record in Book 2270, Page 259, said Register's Office, thence with said Jones eastern boundary lines, southerly 20 feet to the southeast corner of said Jones' property; thence with said Jones' southern boundary lines westerly 50 feet to the easterly margin of an alley; thence with the same southerly 71 feet to a point being 25 feet south of the corner of Lots Nos 16 & 17; thence easterly and parallel with the line between Lots 16 & 17; 175 feet to the westerly margin of Chapel Avenue; thence with the said northerly 91 feet to the beginning.

Being the same property conveyed to Victory Investment Properties, LLC by Warranty Deed from Thad Hartman of record in Instrument 20050520-0056933, Register's Office for Davidson County, Tennessee.

PARCEL II

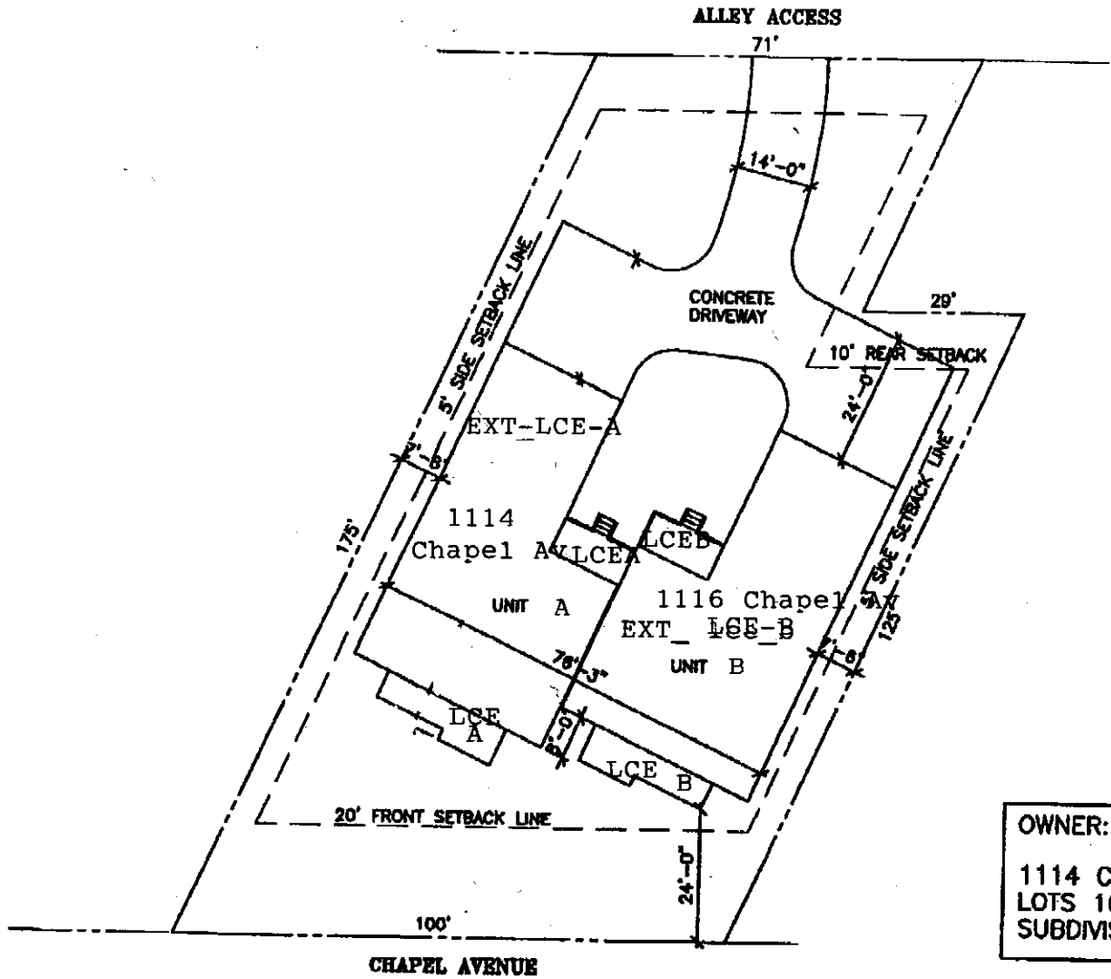
Land in Davidson County, Tennessee, being the southerly 9 feet of the northerly 34 feet of the easterly 125 feet of Lot No. 18, on the Map of Sharpe and Horn's Subdivision of Elwood Place of record in Book 332, Page 18, Register's Office for said County.

Being the same property conveyed to Victory Investment Properties, LLC by Warranty Deed from Caravel Properties, LLC of record in Instrument 20050920-0112664, Register's Office for Davidson County, Tennessee.

EXHIBIT B

Plan of The Chapel Avenue Townhomes

Ex B



OWNER: VICTORY INVESTMENT PROPERTIES, LLC
1114 CHAPEL AVENUE
LOTS 16,17,18 ELWOOD PLACE SUBDIVISION

SITE LAYOUT PLAN SCALE: 1" = 30'-0"

DATE: 9-14-05

EXHIBIT C

BY-LAWS FOR THE CHAPEL AVENUE TOWNHOME OWNER'S ASSOCIATION, INC.

1. Identity.

(a) These are the By-Laws of The Chapel Avenue Townhomes, herein called the "Planned Unit Development", and The Chapel Avenue Townhome Owner's Association, Inc. herein called the "Association", a corporation not for profit, incorporated under the laws of the State of Tennessee, the Charter of which was filed in the Office of the Register of Davidson County, Tennessee.

(b) The Association has been organized for the purpose of administering the Planned Unit Development established by a Declaration and Master Deed recorded simultaneously with these Bylaws, Register's Office of Davidson County, Tennessee, herein called the "Declaration," pursuant to Title 66, Chapter 27 Section 101 et seq., as amended, Tennessee Code Annotated, herein called the "Horizontal Property Act", which Planned Unit Development is identified by the name of The Chapel Avenue Townhomes and is located at 1114 and 1116 Chapel Avenue, Nashville, TN 37206.

2. Members.

The Unit Owners, including the Declarant shall be the initial members of the Association. After all two (2) units are sold, the Developer/Declarant shall resign as member and the members of this Association shall become only the remaining Unit Owners in The Chapel Avenue Townhomes.

3. Meetings Of Members.

(a) The Members of the Association shall have an annual meeting. The annual meeting of Members shall be held on a date as scheduled by the Board of Directors.

(b) Special meetings of members shall be held called by the President, Secretary-Treasurer, or by a majority of the Board of Directors, and must be called by such officers upon receipt of a written request from Members entitled to cast not less than all of the votes of the entire membership.

(c) Notice of all Members' meetings, stating the time and place, and the objects for which the meeting is called, shall be given by the President, Vice-President or Secretary, unless waived in writing.

(d) The aggregate number of votes for all Unit owners shall be two (2) and one (1) vote shall be allocated to each Unit. The Declarant will have one (1) vote for each unit it owns including one (1) vote for each of the two planned units until such time as they are constructed and sold by the Declarant.

(e) If a Unit is owned by one (1) person, his right to vote shall be established by the record title to his Unit. If a Unit is owned by more than one (1) person, or is under lease, the person entitled to cast the vote for the Unit shall be designated by a certificate signed by all of the record owners of the Unit and filed with the Secretary of the Association. If a Unit is owned by a corporation, the person entitled to cast the vote for the Unit shall be designated by a certificate of appointment signed by the President or Vice-President, of the corporation and filed with the

Secretary of the Association. Such certificates shall be valid until revoked, or until superseded by a subsequent certificate, or until a change in the ownership of the Unit concerned. A certificate designating the person entitled to cast the vote of a Unit may be revoked by any Unit Owner at any time.

If no certificate is presented to the Secretary and a Unit is owned by two (2) or more individuals, any record owner present at, a meeting of the Association may cast the vote of the Unit. If more than one (1) record owner of a Unit is present at a meeting, only one such owner may cast the vote of the Unit. If the record owners of a Unit cannot unanimously agree as to who may cast the vote of the Unit, the vote of the Unit shall not be counted.

(f) Votes may be cast in person or by proxy. Proxies may be made by any person entitled to vote. They shall be valid only for the particular meeting designated and must be filed with the Secretary before the appointed time of the meeting.

(g) Any Unit Owner who is delinquent for more than sixty (60) days in the payment of any assessment owing for his Unit as determined by the books of the Association as of the date of a meeting, shall not be entitled to vote at such meeting.

(h) The presence of individual Unit Owners entitled to cast a majority of the votes of the Association is required at members' meetings to adopt decisions, except where approval by a greater number of members is required by the Master Deed, Charter, or these By-Laws.

(I) The order of business at annual members' meetings, and as far as practical at all other members' meetings, shall be:

(1) election of a chairman of the meeting, if the President is unavailable to preside;
(2) calling of the roll and certifying the proxies;
(3) proof of notice of meeting or waiver of notice;
(4) reading and disposal of any unapproved minutes;
(5) reports of officers;
(6) reports of committees;
(7) election of the Board member;
(8) unfinished business;
(9) new business, and
(10) adjournment.

4. Directors.

(a) The affairs of the Association shall be managed by a Board of Directors. The Board of Directors shall consist of two (2) persons, all of whom shall be persons appointed by the Declarant until such time as all two (2) units have been sold or conveyed to third parties. After the sale or conveyance, of all two (2) units, the Board of Directors shall be comprised of persons, all of whom shall be Unit Owners current in their assessment fees. In the event any Unit is owned by a partnership, corporation, or fiduciary, such person shall be a partner, officer of the corporation, or the Fiduciary or officer of the Fiduciary, as the case may be. The Board of Directors shall serve without compensation. Thereafter, the compensation, if any, of the Directors shall be as fixed by the vote of a majority of the Unit Owners.

(b) Two persons shall be elected to serve as the Board of Directors, and the term of office of those elected shall be as follows: the term of office of each Director shall be on an annual basis. The election shall be by a plurality of the votes cast, each member voting must cast his vote (or votes) for as many nominees as there are vacancies to be filled, but there shall be no

cumulative voting.

(c) Vacancies in the Board of Directors occurring between annual meetings of members shall be filled by the remaining Directors until the next annual meeting at which time a Director shall be elected to fill the remaining term of any such vacancy, except as provided in paragraph a hereinabove.

(d) Any Director may be removed by concurrence of all of the votes of the Board at a Board meeting called for that purpose, except that in the event the Declarant, or its designees serves as Directors, neither Declarant nor such designees may be removed or voted from the Board until such time as the Declarant has sold both Units in the Planned Unit Development.

(e) In the event of vacancies during the existence of the term of the Board of Directors, the remaining Directors shall fill the vacancies.

5. Directors' meetings.

(a) The organizational meeting of a newly elected Board of Directors shall be held within ten (10) days of its election at such place and time as shall be Fixed by the Directors at the meeting of which they were elected, and no further notice of the organizational meeting shall be necessary providing a quorum shall be present.

(b) Regular meetings of the Board of Directors may be held at such time and place as shall be determined, from time to time, by a majority of the Directors. Notice of regular meetings shall be given to each Director, personally or by mail, telephone, or telegraph, at least three (3) days prior to the day named for such meeting.

(c) Special meetings of the Directors may be called by the President. Notice of the meeting shall be given at least three (3) days prior to the day named. Notice shall state the time, place, and purpose of the meeting.

(d) Any Director may waive notice of a meeting before or after the meeting and such waiver shall be deemed equivalent to the giving of notice.

(e) A quorum at Directors' meetings shall consist of the entire Board of Directors. The acts approved by a majority of those present at a meeting at which a quorum is present shall constitute the acts of the Board of Directors, except where approval by a greater number of Directors is required by the Master Deed, Charter, or these By-Laws. If, at any meeting of the Board of Directors, less than a quorum is present, the majority of those present may adjourn the meeting from time to time until a quorum is present. At any adjourned meeting-any business which might have been transacted at the meeting originally called may be transacted without further notice. The joinder of a Director in the action of a meeting by signing and concurring in the minutes thereof shall constitute the presence of such Director for the purpose of determining a quorum.

(f) The presiding officer of Directors' meetings shall be the President. In the absence of the President, the Directors present shall designate one of their number to preside.

(g) The order of business at a Directors' meeting shall be:

(1) calling of roll;
(2) proof of due notice of meeting;
(3) reading and disposal of any unapproved minutes;
(4) reports of officers and committees;
(5) election of officers (if necessary)
(6) unfinished business;
(7) new business; and
(8) adjournment.

(h) The Directors may adopt any resolution by an instrument in writing, signed by all of the then qualified and acting Directors, provided there then be at least two (2) in number, and any such resolution, when so executed, shall have the force and validity of a resolution adopted at any regular or special meeting.

(I) All minutes and records of actions of the Directors, and all records pertaining to operations of the Association, shall be kept at the management office or at such place as may be designated by the Board of Directors, and shall be available to members for inspection at all times during normal business hours.

6. Powers and Duties of the Board of Directors.

(a) All of the powers and duties of the Association existing under the Planned Unit Development Act, the Master Deed, the Charter, and these By-Laws shall be exercised exclusively by the Board of Directors, its agents, contractors, or employees, subject only to approval by Unit Owners when such is specifically required. Compensation of employees of the Association shall be fixed by the Directors. A Director may be an employee of the Association, and a contract for management of the Planned Unit Development may be entered into with a Director. The Board of Directors is specifically charged with the responsibility of providing for the care and upkeep of all Common Elements and certain Limited Common Elements of the Planned Unit Development pursuant to the provisions of the Master Deed. Specifically included in the foregoing general powers of the Board of Directors are the following powers and duties, which are listed by way of enumeration and not by limitation:

(1) To elect and remove the officers of the Association;

(2) To administer the affairs of the Association and the Planned Unit Development property;

(3) To designate and/or remove, subject to the terms and conditions of paragraph 17 of the Master Deed relating to the professional management of the Planned Unit Development, the services of an agent, hereinafter sometimes called the "Managing Agent", to maintain, repair, replace, administer and operate the Planned Unit Development or any part thereof for all the Unit Owners upon such terms and for such compensation and authority as the Board of Directors may approve;

(4) To formulate policies for the administration, management and operation of the Planned Unit Development and the Common Elements;

(5) To adopt rules and regulations, with written notice thereof to all Unit Owners, governing the administration, management, operation and use of the Planned Unit Development property and the Common Elements, and to amend such rules and regulations from time to time;

(6) To provide for the maintenance, repair, and replacement of the Common Elements and Limited Common Elements as required by the Master Deed, to make payments therefor, and to approve payment vouchers or to delegate such approval to the officers or Managing Agent. Notwithstanding this provision, the Unit Owner or Unit Owners benefitting from specific Limited Common Elements shall pay for the maintenance, upkeep, and repair of these Limited Common Elements and shall be responsible for maintaining and paying for fire, hazard, liability and other types of insurance such Unit Owner or Owners deems necessary to insure their interest in the Limited Common Elements benefitting their Unit and their Unit. The Owner or Owners of Unit A shown on the Plan recorded herein as Exhibit B shall be responsible for maintaining the Limited Common Elements designated on said Plan of "LCE-A". The Owner or

Owners of Unit B on the Plan recorded herewith as Exhibit B shall be responsible for maintaining the Limited Common Elements designated on said plan as "LCE-B". In the event any Owner or Owners fails to properly maintain their portion of the Limited Common Elements, the Association may, at it discretion, assume such responsibility and, in such instance, the affected Unit Owner or Owners shall reimburse the Association for any expense incurred by the Association within ten (10) days of receipt of an invoice from the Association for such expense.

(7) To provide for the designation, hiring and removal of employees and other personnel, including accountants and attorneys, and to engage or contract for the services of others, and to make purchases for the maintenance, repair, replacement, administration, management and operation of the Planned Unit Development property and the Common Elements, and to delegate any such powers to the Managing Agent or any employees of the Managing Agent);

(8) To appoint committees of the Board and to delegate to such committees the Board's authority to carry out certain duties of the Board of Directors;

(9) To determine the Fiscal year of the Association and to change said fiscal year from time to time as the Board of Directors deems advisable;

(10) To fix the estimated annual budgets, and to provide the manner of assessing and collecting From Unit Owners the respective shares of such estimated expenses, as hereinafter provided;

(11) To enter into any lease agreement for lease for lease of premises suitable for use as guest or custodian apartments, upon such terms as the Board of Directors may approve;

(12) To borrow money for the purpose of repair or restoration of Common Elements without the approval of the members of the Association

(13) To secure insurance policies as required by the Master Deed and in this regard, annually to review the amounts of coverage afforded by such policy or policies. Notwithstanding this provision, the Association shall not be required to obtain any form or policy of insurance to provide coverage for any hazard related to any Limited Common Elements.

(14) To maintain or defend any action in any court or other proceeding on behalf of the Unit Owners which arises in connection with the Common Elements, including but not limited to condemnation or eminent domain actions;

(15) Unless otherwise provided herein or in the Master Deed, to comply with the instructions of a majority of Unit Owners as expressed in resolutions duly adopted at any annual or special meeting of Unit Owners;

(16) To exercise all other powers and duties of Unit Owners as a group referred to in the Planned Unit Development Act, in the Master Deed or these By-Laws.

(17) To grant permits, licenses and easements over the Common Elements for utilities, roads, and other purposes reasonably necessary or useful for the proper maintenance or operation of the Planned Unit Development.

(b) Specifically, whenever in these By-Laws or in the Master Deed the Association is given the power to take any action, it is the intention of such instruments that the Board of Directors shall act for the Association in all cases, except to the extent that it is expressly provided that action may be taken upon vote of the Unit Owners.

(c) Nothing in these By-Laws shall be considered to grant to the Board of Directors, the Association, or to the officers of the Association, any powers or duties which, by law, have been delegated to the Unit Owners.

7. Officers.

(a) The executive officers of the Association shall be a President, who shall be a Director and a Secretary-Treasurer who shall also be a board member, all of whom shall be elected annually by the Board of Directors and who may be removed by vote of the Directors at any meeting. The President shall not also be the Secretary-Treasurer. The Board of Directors may from time to time elect other officers to exercise such powers and duties as the Board shall find to be required to manage the affairs of the Association. Compensation, if any, of officers shall be fixed by the Board of Directors.

(b) The President shall be the Chief Executive Officer of the Association. He shall have all of the powers and duties which are usually vested in the office of president of an association, including, but not limited to, the power to appoint committees from among the members from time to time, as he may, in his discretion, determined appropriate, to assist in the conduct of affairs of the Association.

(c) The Secretary-Treasurer shall keep the minutes of all proceedings of the Directors and the members. He/She shall attend to the giving and serving of all notices to the members and Directors and other notices required by law. He/She shall keep the records of the Association and shall perform all other duties incident to the office of secretary of an association and as may be required by the Directors or the President.

(d) In the event the Declarant or its designee serves as any Officer of the Association, neither the Declarant nor its designee may be removed from office until Declarant has sold the two (2) Units in the Planned Unit Development.

8. Indemnification.

(a) To the extent not covered by insurance, the Association shall indemnify and hold harmless each of its directors and officers, each member of any committee appointed pursuant to the By-Laws of the Association, the Board of Directors and the Declarant, against all contractual and other liabilities to others arising out of contracts made by or other acts of such directors, Board, officers, committee members or Declarant, on behalf of the Unit Owners, or arising out of their status as directors, Board, officers, committee members or Declarant, unless any such contract or act shall have been made fraudulently or with gross negligence or criminal intent. It is intended that the foregoing indemnification shall include indemnification against all costs and expenses (including, but not limited to, counsel fees, amounts of judgments paid and amounts paid in settlement: reasonably incurred in connection with the defense of any claim, action, suit or proceeding, whether civil, criminal, administrative other, in which any such director, officer, Board, committee member or Declarant may be involved by virtue of such persons being or having been such director, officer, Board, committee member, or Declarant provided, however, that such indemnity shall not be operative with respect to:

(1) any matter as to which such person shall have been finally adjudged in such action, suit or proceeding to be liable for gross negligence or fraud in the performance of his duties as such director, officer, Board, committee member, or Declarant, or

(2) any matter settled or compromised, unless the Board determines there is not reasonable ground for such persons being adjudged liable for gross negligence or fraud in the performance of his duties as such director, officer, Board, committee member, or Declarant.

(b) To the extent that the Declarant or a member of the Board of Directors or an officer of the Association or a member of any committee appointed pursuant to the By-Laws of the Association has been successful on the merits or otherwise in defense of any action, suit or

proceeding referred to in subparagraph (a) or in defense of any claim, issue or matter therein, he shall be indemnified against expenses (including attorney's fees) actually and reasonably incurred by him in connection therewith

(c) Expenses incurred in defending a civil or criminal action, suit or proceeding may be paid by the Association in advance of the final disposition of such action, suit or proceeding as authorized by the Board of Directors in the specific case upon receipt of an undertaking by or on behalf of the person or entity seeking such indemnification or payment in advance to repay such amount unless it shall ultimately be determined that he is entitled to be indemnified by the Association as authorized in this Paragraph 8.

(d) The Association and the Board shall have the power to raise and the responsibility for raising, by special assessment or otherwise, any sums required to discharge its obligations under this Paragraph, provided, however, that the liability of any Unit Owner arising out of any contract made by or other acts of the directors, Board, officers, members of such committees, or Declarant, or out of the aforesaid indemnity in Favor of the directors, Board, officers, members of such committees, or Declarant shall be limited to such proportion of the total liability hereunder as said Unit owner's percentage of interest in the Common Elements, bears to the total percentage interest of all the Unit Owners in the Common Elements. Every agreement made by the directors, Board, officers, members of such committee Declarant or by the Managing Agent on behalf of the Unit owners shall provide that the directors, Board, officers, members of such committees, Declarant or the Managing Agent, as the case may be, are acting only as agents for the Unit owner and shall have no personal liability thereunder (except as Unit Owners), and that each Unit Owner's liability thereunder shall be limited to such proportion of the total liability thereunder as his percentage of interest in the Common Elements bears to the total percentage interest of all Unit Owners in the Common Elements. The indemnification provided by this Paragraph 8 shall not be deemed exclusive of any other rights to which those seeking indemnification may be entitled under any statute, agreement, vote of members of the Association or disinterested members of the Board of Directors or otherwise, both as to action in his official capacity and as to action in another capacity while holding such office. Such right to indemnification shall continue as to a person or entity who has ceased to be Declarant or a member of the Board of Directors, officer of the Association or a member of such committee, and shall inure to the benefit of the heirs, executors, administrators, successors and assigns of such person or entity.

9. Assessments.

(a) An annual assessment may be made every twelfth (12th) month or as otherwise determined by the Board, and, if made shall be payable in twelve (12) equal payments due on the first day of each month of the year for which the assessment is made. The Board shall provide the Unit Owners with a copy of the proposed Association budget at least twenty (20) days prior to the adoption of such budget. If an annual assessment is not made as required, an assessment shall be presumed to have been made in the same amount as the immediately preceding annual assessment.

(b) If a Unit Owner shall be in default in the payment of an installment upon an assessment, the Board of Directors may accelerate the remaining installments of the assessment upon notice thereof to the Unit Owner, and thereupon the unpaid balance of the assessment shall come due upon the date stated in the notice, but not less than ten (10) days after delivery thereof to the Unit Owner, or not less than twenty (20) days after the mailing of such notice to him by registered or certified mail, whichever shall first occur.

(c) In the event that during the course of any year it shall appear to the Board of Directors that the annual assessment, payable monthly, determined as aforesaid, is insufficient or inadequate to cover the estimated Common Expenses for the remainder of such year, then the Board of Directors shall prepare and approve a supplemental budget covering the estimated deficiency for the remainder of such year, copies of which supplemental budget shall be Furnished to each Unit Owner, and thereupon a supplemental assessment shall be made to each Unit Owner for his proportionate share of such supplemental budget, and such supplemental assessment shall be paid in a time and manner directed by the Board of Directors.

(d) The depository of the Association shall be such bank or banks as shall be designated from time to time by the Directors and in which the moneys of the Association shall be deposited. Withdrawal of moneys from such accounts shall be only by checks signed by such persons as are authorized by the Directors. The Directors may contract with a Managing Agent to provide that the Managing Agent shall collect assessments From Unit Owners and other moneys of the Association and disburse Association Funds pursuant to the terms of such contract: provided, however, all employees of the Managing Agent handling or responsible for Association funds must be covered by fidelity bonds as set forth below in subparagraph (f). The signatures of two officers of the Association or in the event a Managing Agent is employed, the Signatures of at least one Board member and one management employee specified in the contract, shall be required to sign any check in excess of $1,000.00. All reserve funds of the Association shall be kept in a separate bank account and all checks written on such account shall be signed by at least two officers of the Board or the Managing Agent. If there is no Managing Agent, the signatures of two officers shall be sufficient.

(e) An audit of the accounts of the Association shall be made annually by a certified public accountant, and a copy of the report shall be furnished to each member not later than one hundred twenty (120) days following the year for which the report is made.

(f) Fidelity bonds may be required by the Board of Directors from all persons handling or responsible for Association funds in the event the Association accumulates more than $10,000.00 in funds in its accounts. The amount of such bonds shall be determined by the Directors, but shall be at least one-fourth (1/4) of the amount of the total annual assessments against members for Common Expenses plus the amount of the reserve account. The premiums on such bonds shall be paid by the Association. The Managing Agent shall be required to provide satisfactory evidence that all employees handling Association funds are protected by a bond naming the Association as the insured.

(g) The Board of Directors shall cause to be kept detailed and accurate records in chronological order of its receipts and expenditures affecting the Common Elements, specifying and itemizing the Common Expenses incurred. Payment vouchers may be approved in such manner as the Board of Directors may determine.

(h) The Board shall, upon receipt of ten (10) days written notice to the Association and upon payment of a reasonable fee, furnish any Unit Owner a statement of his accounts setting forth the amount of any unpaid assessment or other charges due and owing from such Unit Owner.

(I) No assessments whatsoever shall be paid by the Declarant.

10. Rules and Regulations.

The Directors are expressly empowered to adopt and promulgate, from time to time, reasonable rules and regulations governing the use of the Units and the common areas, including the

imposition of penalties for violation thereof. All such rules and regulations shall be binding rules and regulations of the Association unless rejected by a resolution adopted at a meeting of the members or by a writing signed by members representing all of the votes of the Association. The Directors shall give written notice to all members of the adoption of any new rules and regulations or of the amendment of any existing rule or regulation.

11. Amendments.

These By-Laws may be amended in the following manner:

(a) Notice of the subject matter of a proposed amendment shall be included in the notice of any meeting at which a proposed amendment is considered.

(b) A resolution adopting a proposed amendment may be proposed by either the Board of Directors or by the members of the Association. Directors and members not present in person or by proxy at the meetings to consider the amendment may express their approval in writing, providing such approval is delivered to a Board member or management agent prior to the meeting. Such approvals must be by all

of the votes of the eligible voting membership of the Association.

(c) No amendment shall discriminate against any Unit Owner or against any Unit or class or group of Units unless the Unit Owners so affected shall consent. No amendment shall change any Unit, nor the share in the Common Elements appurtenant to it, nor increase the Unit Owner's share of the Common Expenses, nor the method of assessment for Common Expenses, nor change the voting rights of members. unless the record owner of the Unit concerned and all record owners of liens thereon shall join in the execution of the amendment giving their written approval.

(d) A copy of each amendment shall be certified by the President and Secretary of the Association as having been duly adopted and shall be effective upon recording in the Register's Office for Davidson County, Tennessee.

(e) The Bylaws may not be amended until the Declarant has sold or otherwise conveyed all two (2) Units.

12. Parliamentary Rules.

Roberts' Rules of Order (latest edition) shall govern the conduct of the Association meeting when not in conflict with the Master Deed, the Charter or these By-Laws.

13. Definition of Terms.

The terms used in these By-Laws, to the extent they are defined therein, shall have the same definition as set forth in the Master Deed. The term "member as used in these By-Laws, means "Unit Owner, as defined in the Master Deed.

14. The Declarant may waive in writing any power, duty, or position it may have pursuant to these By-Laws.

15. Compliance with Statute.

These By-Laws are set forth to comply with the requirements of the Planned Unit Development Act of Tennessee, Chapter 27 of Title 66, Tennessee Code Annotated, as it may be amended from time to time. In case any of these By-Laws conflict with the provisions of said statute, it is hereby agreed and accepted that the provisions of the statute will apply.

The foregoing By-Laws are hereby adopted as the By-Laws of The Chapel Avenue Townhome Owner's Association, Inc. by the undersigned as of November 15, 2005.

Susan Minjak
PRESIDENT

Deborah Mann
SECRETARY-TREASURER

STATE OF TENNESSEE
COUNTY OF Davidson

Before me, the undersigned a Notary Public of the State and County aforesaid, personally appeared, Susan Minjak, with whom I am personally acquainted or proved to me on the basis of satisfactory evidence, and who, upon oath acknowledged herself to be President of The Chapel Avenue Townhome Owner's Association, Inc., the within named bargainor, a corporation, and who executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by herself as President of the Corporation.

Witness my hand and official seal at Nashville, Davidson County, Tennessee, this 15th day of November, 2005.

Notary Public

ROBERT JOHN NOTE
STATE OF TENNESSEE NOTARY PUBLIC
DAVIDSON COUNTY

My Commission Expires: MY COMMISSION EXPIRES: September 19, 2009

STATE OF TENNESSEE
COUNTY OF Davidson

Before me, the undersigned a Notary Public of the State and County aforesaid, personally appeared, Deborah Mann, with whom I am personally acquainted or proved to me on the basis of satisfactory evidence, and who, upon oath acknowledged he - self to be Secretary-Treasurer of The Chapel Avenue Townhome Owner's Association, Inc., the within named bargainor, a corporation, and who executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by her self as Secretary-Treasurer of the Corporation.

Witness my hand and official seal at Nashville, Davidson County, Tennessee, this 15th day of November, 2005.

Notary Public

My Commission Expires: MY COMMISSION EXPIRES: September 19, 2009

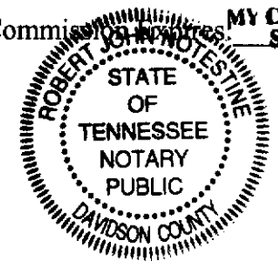


EXHIBIT D
MAINTENANCE RESPONSIBILITY - SUMMARY

	UNIT OWNER	ASSOCIATION
Air conditioner \ furnace \ water heater	X	
Kitchen appliances	X	
Water leaks (roof, windows)	X	
Structural integrity of building	X	
Common Ground	X	
Concrete Driveway		X
Front and Rear Steps	X	
Exterior doors (repairs \ replacements)	X	
Interior maintenance	X	
Electrical connections and wiring	X	
Mailboxes	X	
Plumbing (outside wall to meter)	X	
Plumbing (interior lines)	X	
Painting (exterior - all surfaces)	X	
Patio\Balcony	X	
Roof \ gutter (repair \ replace)	X	
Sidewalks		X
Siding \ exterior trim (repair \ replacement)		X
Trees (Common Area)		X
Lawn mowing \ tree and scrub trimming		X
Garbage pick-up	X	
Exterior lighting	X	
Windows \ sliding doors \ screens\doors	X	
Anything not shown on this chart		X

EXHIBIT E

Secretary of State
Division of Business Services
312 Eighth Avenue North
6th Floor, William R. Snodgrass Tower
Nashville, Tennessee 37243

DATE: 12/19/05
REQUEST NUMBER: 5630-2067
TELEPHONE CONTACT: (615) 741-2286
FILE DATE/TIME: 12/19/05 0843
EFFECTIVE DATE/TIME: 12/19/05 0843
CONTROL NUMBER: 0508921

TO:
THE CHAPEL TOWNHOUSE OWNER'S ASSO
1203 ASHLAND AVENUE

NASHVILLE, TN 37206

RTN FROM

RE:
THE CHAPEL TOWNHOME OWNER'S ASSOCIATION INC.
CHARTER - NONPROFIT

CONGRATULATIONS UPON THE INCORPORATION OF THE ABOVE ENTITY IN THE STATE OF TENNESSEE, WHICH IS EFFECTIVE AS INDICATED.

A CORPORATION ANNUAL REPORT MUST BE FILED WITH THE SECRETARY OF STATE ON OR BEFORE THE FIRST DAY OF THE FOURTH MONTH FOLLOWING THE CLOSE OF THE CORPORATION'S FISCAL YEAR. ONCE THE FISCAL YEAR HAS BEEN ESTABLISHED, PLEASE PROVIDE THIS OFFICE WITH THE WRITTEN NOTIFICATION. THIS OFFICE WILL MAIL THE REPORT DURING THE LAST MONTH OF SAID FISCAL YEAR TO THE CORPORATION AT THE ADDRESS OF ITS PRINCIPAL OFFICE OR TO A MAILING ADDRESS PROVIDED TO THIS OFFICE IN WRITING. FAILURE TO FILE THIS REPORT OR TO MAINTAIN A REGISTERED AGENT AND OFFICE WILL SUBJECT THE CORPORATION TO ADMINISTRATIVE DISSOLUTION.

WHEN CORRESPONDING WITH THIS OFFICE OR SUBMITTING DOCUMENTS FOR FILING, PLEASE REFER TO THE CORPORATION CONTROL NUMBER GIVEN ABOVE. PLEASE BE ADVISED THAT THIS DOCUMENT MUST ALSO BE FILED IN THE OFFICE OF THE REGISTER OF DEEDS IN THE COUNTY WHEREIN A CORPORATION HAS ITS PRINCIPAL OFFICE IF SUCH PRINCIPAL OFFICE IS IN TENNESSEE.

FOR: CHARTER - NONPROFIT ON DATE: 11/17/05

FROM:
ROBERT J NOTESTINE III, ATTORNEY AT LAW
4515 HARDING PIKE
SUITE 315
NASHVILLE, TN 37205-0000

	FEES	
RECEIVED:	$100.00	$0.00
TOTAL PAYMENT RECEIVED:		$100.00

RECEIPT NUMBER: 00003822872
ACCOUNT NUMBER: 00500173

RTN TO

Riley C Darnell

RILEY C. DARNELL
SECRETARY OF STATE

SS-4458

FILED
STATE OF TENNESSEE
2005 DEC 19 AM 8:43
RILEY DARNELL
SECRETARY OF STATE

3610 0456

2005 NOV 17 AM 9:4
RILEY DARNELL
SECRETARY OF STATE

RECEIVED
STATE OF TENNESSEE

5630.2067

CHARTER
OF
THE CHAPEL AVENUE TOWNHOME OWNER'S ASSOCIATION, INC.

The undersigned natural person, having capacity to contract, and acting as the incorporator of a corporation under the Tennessee General Corporation Act, adopts the following Charter for such Corporation:

1. The name of the Corporation is THE CHAPEL TOWNHOME OWNER'S ASSOCIATION, INC. hereinafter referred to as the "Association."

2. The duration of the Association is perpetual.

3. The address of the initial principal office of the Association in the State of Tennessee shall be 1203 Ashland avenue, Nashville, Tennessee, Davidson County, Tennessee 37206. The mailing address of the initial principal office of the Corporation shall be: 1203 Ashwood Avenue, Nashville, Tennessee 37212. The name and address of the Registered Agent for the Corporation is: Robert J. Notestine III, 4515 Harding Pike., Suite 315, Nashville, TN 37205 (Davidson County)

4. The Association is not for profit.

5. The purpose for which the Association is organized is to provide an entity, pursuant to Title 66, Chapter 27, Section 101 et seq. as amended, of Tennessee Code Annotated, which may hereinafter be referred to as the "Horizontal Property Act", for the operation of The Chapel Avenue Townhomes, hereinafter referred to as the "Planned Unit Development", located upon the tract of land located at 1114 Chapel Avenue and 1116 Chapel Avenue, Nashville, TN 37206.

6. This Association is to have members.

7. The Association shall make no distributions of income to its members, directors, or officers: provided. however. this provision shall not preclude the payment of reasonable sums for services rendered or supplies furnished to the Association by the aforesaid persons.

8. The Association shall have all of the common law and statutory powers of a corporation not for profit, which are not in conflict with the terms of this Charter.

9. The Association shall have all of the powers and duties of a Planned Unit Development homeowners association as set forth in the Planned Unit Development Act, and all of the powers and duties reasonably necessary to operate the Planned Unit Development as set-forth in The Master Deed establishing the Planned Unit Development to be recorded in the Register's Office for Davidson County, Tennessee, hereinafter referred to as the "Master Deed," and as it may be amended from time to time, including, but not limited to, the following:

(a) To make and collect assessments against members to defray the costs, expenses, and losses of the Planned Unit Development;

(b) To use the proceeds of assessments in the exercise of its powers and duties,

in accord with the Master Deed and the By-Laws of this Association, hereinafter referred to as "By-Laws:"

(c) To maintain, repair, replace, and operate the common elements property;

(d) To purchase insurance upon the common elements and insurance For the protection of the Association and its members:

(e) To reconstruct improvements after casualty and to further improve the property:

(f) To make and amend reasonable regulations respecting the use of the property in the Planned Unit Development;

(g) To enforce, by legal means, the provisions of the Planned Unit Development Act, Master Deed, this Charter, the By-Laws and the regulations for the use of the Planned Unit Development property;

(h) To contract for the professional management of the Planned Unit Development; and

(I) To employ personnel to perform the services required for proper operation of the Planned Unit Development.

10. All funds, and the titles of all properties acquired by the Association, and the proceeds thereof, shall be held in trust for the members, or used to pay Common Expenses in accordance with The provisions of the Master Deed, this Charter, and the By-Laws.

11. The powers of the Association shall be subject to, and shall be exercised in accordance with, the provisions of the Master Deed and the By-Laws.

12. The Members of the Association shall consist of all of the Unit Owners in the Planned Unit Development, in accordance with the By-Laws.

13. Change of membership in the Association shall be consummated by the transfer of title to a Unit.

14. The share of a member in the funds and assets of the Association cannot be assigned, hypothecated, or transferred in any manner, except as an appurtenance to a Member's Unit.

15. The aggregate number of votes for all members of the Association shall be two (2), and one (1) vote shall be allocated to each Unit. The procedures to be followed by multiple or corporate owners of a Unit and the manner of exercising voting rights shall be determined by the By-Laws.

16. The affairs of the Association shall be managed by a board consisting of the number of directors as shall be determined by the By-Laws, but not less than three directors, and, in the absence such determination shall consist of three directors

17. Directors of the Association shall be elected at the annual meeting of the members in the manner determined by the By-Laws. Directors may be removed, and vacancies on the Board of Directors shall be filled, in the manner provided by the By-Laws.

18. The affairs of the Association shall be administered by officers elected by the Board of Directors in accordance with the By-Laws. The officers shall serve at the pleasure of the Board Directors.

19. Every director and every officer of the Association shall be indemnified by the Association against all expenses and liabilities, including counsel fees, reasonably incurred by, or imposed upon him, in connection with any proceeding to which he may be a party or in which he may become involved, by reason of his being, or having been, a director or officer of the Association, or any settlement thereof, whether or not he is a director or officer at the time expenses are incurred, except in such cases wherein the director officer is adjudged guilty of willful misfeasance or malfeasance the indemnification herein shall apply only when the Board of Directors approves such settlement and reimbursement as being for the best interests of the Association. The foregoing right of indemnification be in addition to, and not exclusive of, all other rights to which such director or officer may be entitled.

5630.2065

20. The By-Laws have been adopted by the "Declarant" of the Planned Unit Development.

21. Amendments to the Charter shall be proposed and adopted in the following manner:

(a) Notice of the subject matter of a proposed amendment shall be included in the notice of any meeting at which a proposed amendment is considered.

(b) A resolution approving a proposed amendment may be proposed by either the Board of Directors or by the members of the Association. Directors and members not present in person or by proxy at the meetings considering the amendment may express their approve writing, providing such approval is delivered to the Secretary at or prior to the meeting.

(c) Approval of an amendment must be by, and not less than the entire membership of the Board of Directors, and by the unanimous vote of the eligible membership of the Association..

(d) No amendment shall make any changes in the qualifications for membership, nor the voting rights of members, without approval in writing by all members.

(e) A copy of each amendment shall be filled with the Secretary of State of Tennessee and shall be recorded in the Office of the Register of Davidson County, Tennessee.

22. Upon the dissolution of the Corporation, assets shall be distributed for one or more exempt purposes within the meaning of section 501 ^{c} (3) of the Internal Revenue Code, or corresponding or similar section of any future tax code, or shall be distributed to the federal government, or to any state or local government, or to any state or local government, for a public purpose. Any such assets not disposed of shall be disposed of by the Circuit Court of Davidson County, Tennessee, exclusively for such purposes or to such organization or organizations, as said Court shall determine, which are organized and operated exclusively for such purposes.

23. This is a mutual benefit corporation.

5610 0459

WITNESS MY HAND effective this 15th day of November, 2005.

Susan Minzak
INCORPORATOR

Susan Minzak
NAME

5630.2070

EXHIBIT F

THIS INSTRUMENT WAS PREPARED BY:
Robert J. Notestine III
Attorney at Law
4515 Harding Pike, Suite 315
Nashville, TN 37205

ATTORNEY'S CERTIFICATE

This document is intended to serve as the attorney's opinion which is required under the terms of Tennessee Code Annotated, Section 66-27-103. The undersigned, Robert J. Notestine III, an attorney licensed to practice law in the State of Tennessee, hereby declares that upon the proper recording of this certificate and the following additional documents, all legal requirements for the creation of a Horizontal Property Regime Development under the terms of the Tennessee Horizontal Property Act, Tennessee Code Annotated, Section 66-27-101 et seq. will have been met.

1. The Master Deed establishing The Chapel Avenue Townhomes, a Horizontal Property Regime.
2. By-laws of The Chapel Avenue Townhome Owner's Association, Inc. an owner's corporation.
3. The Plat for The Chapel Avenue Townhomes, a Horizontal Property Regime, attached as Exhibit B hereto.
4. The Charter of the Chapel Townhome Owner's Association, Inc., a townhouse owner's corporation.

Witness my hand this the 15th day of November, 2005.

Robert J. Notestine III

STATE OF TENNESSEE
COUNTY OF DAVIDSON

Personally appeared before me the undersigned, a Notary Public in and for said county and state, the within named Robert J. Notestine III, the bargainor, with whom I am personally acquainted or proved to me on the basis of satisfactory evidence, and who acknowledged that she executed the within instrument for the purposes therein contained.

Witness my hand and official seal at Nashville, Tennessee, this 15th day of November, 2005.

Notary Public

My Commission Expires: 3-31-07