Davidson County DEEDMAST
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This instrument prepared by:
Thomas N. Jones, Atty.
339 Main St., Suite 100
Franklin, TN 37064

MASTER DEED AND DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR ANTON PLACE 10

This MASTER DEED AND Declaration of Covenants, Conditions and Restrictions, hereinafter sometimes referred to as the "Declaration", is entered into as of the 13th day of August, 2006, by Richard N. Dooley and Jamie K. Dooley (the "Declarant").

W I T N E S S E T H:

WHEREAS, the Declarant owns certain real property in Nashville, Davidson County, Tennessee, a legal description of which is attached hereto as Exhibit A; and

WHEREAS, the Declarant desires to subject the Property to the provisions of Section 66-27-103(b) of the Act and thereby to cause a planned unit development to be organized and developed under Tennessee law pursuant to the Act.

NOW, THEREFORE, Declarant declares that all of the Property shall be held, sold and conveyed subject to the following easements, restrictions, covenants and conditions which are for the purpose of protecting the value and desirability of, and which shall run with the land and be binding on all parties having any right, title or interest in the Property or any part thereof, its successors and assigns, and shall inure to the benefit of each owner thereof.

ARTICLE I

DEFINITIONS

Section 1. Definitions. As used herein, unless the context otherwise requires:

(a) "Act" shall mean the Tennessee Horizontal Property Act, as amended, (T.C.A. § 66-27-101 et seq.). All capitalized terms not otherwise defined herein but defined in the Act, shall be deemed to have the meaning ascribed to them in the Act.

(b) "Association" shall mean and refer to Anton Place 10 Homeowner's Association, Inc., a Tennessee not-for-profit corporation, its successors and assigns, which shall serve as the Townhouse corporation required to be formed pursuant to Section 66-27-103(b) of the Act.

(c) "Attorney's Opinion" shall mean that Attorney's Opinion attached hereto as Exhibit B, which opinion is obtained for purposes of T.C.A. § 66-27-103(b), which Attorney's Opinion references the attached certificate of a professional engineer or architect required by T.C.A. § 66-27-104, for the purposes contained therein.

(d) "Building" means the building located on the Property and containing the Units, which is delineated on the Plat.

(e) "Common Elements" shall mean all real property and improvements, owned by the Association for the common use and enjoyment of the Owners, including without limitation: (i) the roofing structure and roof coverings; (ii) the foundation of the Building, (iii) the party wall shown on the Plat; and (iv) all devices and installations existing for the common use of all of the Units;(v) any common yard or landscape; (vi) driveway, sidewalks and parking area and any open space.

(g) "Declarant" means Richard N. Dooley and Jamie K. Dooley, and their heirs and assigns provided such successors and/or assigns are designated in writing by Declarant as a successor or assign of the rights of Declaration as set forth herein.

(h) "Limited Common Elements" means all Common Elements continuous to and serving exclusively a single Unit as depicted on the Plat, the enjoyment, benefit or use of which is reserved to the lawful Occupants of such Unit either in this Declaration, or as shown on the Plat,.

(i) "Member" shall mean and refer to every person or entity that holds ownership in property as defined herewithin, with each unit having one vote.

(j) "Owner" shall mean and refer to the record Owner of each unit, whether one or more persons or entities, of a fee simple title to any Unit which is a part of the Property, but excluding those having such interest merely as security for the performance of an obligation.

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

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

(n) "Plat" means the representation of the Property prepared by the Declarant and attached hereto as Exhibit C, identifying each Unit, and expressing its area, location and other data necessary for identification.

(o) "Private Elements" means and includes the land upon which a Unit is located as shown on the Plat as being the Private Elements designated for each Unit depicted thereon for which fee simple ownership and exclusive use is reserved to that Unit only, as attached hereto as Exhibit C-1. All Limited Common Elements shall also be deemed to be Private Elements. Notwithstanding the limits of the Private Elements depicted on the Plat, Private Elements do not include the Common Elements; provided that each Owner shall be entitled to the exclusive use of all areas of the building that are contained within each Unit.

(p) "Property" means all the land, property and space which is the subject of this Declaration as more particularly described on Exhibit A hereto, and all improvements and structures erected, constructed or contained herein or thereon, including the Building and all easements, rights and appurtenances belonging thereto, and all furnishings, fixtures and equipment intended for the mutual use, benefit or enjoyment of the Owners.

(q) "Townhouse Corporation" means a not-for-profit corporation to be organized under the Tennessee Nonprofit Corporation Act, compiled in title 48, chapters 58-68.

(r) "Unit" means the residences shown on the Plat, which are not owned in common with the Owners of other Units. Each Unit is numbered as shown on the Plat, and the boundaries of each Unit are shown thereon.

ARTICLE II

UNIT

Section 1. Description. The legal description of each Unit shall consist of the identifying number or symbol of such Unit as shown on the Plat. Every deed, lease, mortgage, deed of trust or other instrument shall legally describe a Unit by its identifying number or symbol as shown on the Plat and every such description shall be deemed good and sufficient for all purposes. No Owner shall, by deed, plat, court decree or otherwise, subdivide or in any other manner cause a Unit to be separated into any tracts or parcels different from the whole Unit as shown on the Plat.

Section 2. Mortgages and Deeds of Trust. Each Owner shall have the right, subject to the provisions herein, to make separate mortgages and deeds of trust for his respective Unit, together with his respective ownership interest in the Association. No Owner shall have the right or authority to make or create, or cause to be made or created from the date hereof, any mortgage, deed of trust or other lien on or affecting the Property or any part thereof, except only to the extent of his own Unit and the respective percentage interest in the Association corresponding thereto.

ARTICLE III

ASSOCIATION OF OWNERS AND ADMINISTRATION AND OPERATION OF THE PROPERTY

Section 1. (a) Formation. There has been or will be formed an Association having the name "ANTON PLACE 10 HOMEOWNERS' ASSOCIATION, INC.", a Tennessee nonprofit corporation, which Association shall be the governing body for all of the Owners, for the replacement, administration and operation of the Property, this Declaration and the By-Laws. The By-Laws for the Association shall be the By-Laws attached to the Declaration as Exhibit D and made a part hereof. The fiscal year of the Association shall be determined by the shareholder, and may be changed from time to time as the Shareholder deems advisable. The Association shall not be deemed to be conducting a business of any kind except for the benefit of the property. All activities undertaken by the Association shall be for the sole benefit of the Owners, and all funds received by the Association shall beheld and applied by it for the use and benefit of Owners in accordance with the provisions of the Declaration and By-Laws. Each Owner shall be a member of the Association so long as he is an Owner. An Owner's membership shall automatically terminate when he ceases to be an Owner. Upon the conveyance or transfer of an Owner's ownership interest to a new Owner, the new Owner shall simultaneously succeed to the former Owner's membership in the Association. The aggregate number of votes for all members of the Association shall be two (2). Each Unit Owner's respective percentage of ownership interests in the Association shall be fifty percent (50%).

Section 2. Court Determination Binding. In the event of any dispute or disagreement between any Owners relating to the Property, or any questions or interpretation or application of the provisions of the Declaration or By-Laws, the determination thereof by the Court in the County where the said property is located shall be final and binding on each and all such Owners. Any Court cost and litigation expense incurred to in

Section 3. Ownership of the Association. Each Owner shall be entitled to fifty percent (50%) of the ownership in the Association, as set out in Section 1(a) hereof. The percentages of ownership interests shall remain constant unless amended pursuant to the reservation set forth herein, or unless hereafter changed by recorded amendment to this Declaration as provided for herein or consented to in writing by the necessary Owners and first mortgagees. The ownership of each Unit shall not be conveyed separate from the percentage of ownership in the Association corresponding to said Unit. The ownership in the Association corresponding to any Unit shall be appurtenant to the ownership of the Unit and 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.

Section 4. Use of Common Elements. Each Owner shall have the right to use the Common Elements (except the Limited Common Elements) in common with all other Owners, as may be required for the purposes of use, occupancy and enjoyment of the respective Unit owned by such Owner. Such right to use the Common Elements shall extend to not only each Owner, but also to his agents, servants, tenants, family members, customers, invitees and licensees. However, each Owner shall have the right to exclusive use and possession of the Limited Common Elements contiguous to and serving such Unit alone. Such rights to use the Common Elements, including the Limited Common Elements, shall be subject to and governed by the provisions of the Declaration, By-Laws and rules and regulations of 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 provisions of the Declaration and By-Laws. All income derived by the Association from leases, concessions or other sources shall be held and used for the benefit of the members of the Association, pursuant to the rules, resolutions or regulations as the Association may adopt or prescribe.

Section 5. Common Expenses. Each Owner shall pay his proportionate share of the expenses of the administration and operation of the Common Elements and of any other expenses incurred in conformance with the Declaration and By-Laws (which expenses are herein sometimes referred to as "common expenses"), including, but not limited to, the maintenance and repair thereof and any and all replacements and additions thereto. Such proportionate share of the common expenses for each Owner shall be in accordance with his percentage of ownership in the Association. Payment of common expenses shall be in such amounts and at such times as determined in the manner provided in the By-Laws. No Owner shall be exempt from payment of his proportionate share of the common expenses by waiver or non-use or enjoyment of the Common Elements or by abandonment of his Unit.

ARTICLE IV

PROPERTY RIGHTS

Section 1. Owner's Easements of Enjoyment. Every Owner shall have a right and easement of enjoyment in and to the Common Elements which shall be appurtenant to and shall pass with the title to every Unit. Subject to the following provisions:

(a) The right of the Association to suspend the voting rights of an Owner for any period during which any assessment against his Unit remains unpaid; and for a period not to exceed sixty (60) days for any infraction of its published rules and regulations;

(b) The right of the Association to dedicate or transfer all or any part of the Common Elements which are not components of the building, if any, to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the Members. No such dedication or transfer

shall be effective unless an instrument signed by a Majority of its Members, agreeing to such dedication or transfer, has been recorded; providing, however, that such consent shall not be required for the dedication of utility or service easements;

(c) The right of the Association to grant private access and/or private utility or drainage easements to private individuals or entities, to serve neighboring properties.

Section 2. Delegation of Use. Any Owner may delegate, in accordance with the By-Laws, his rights of enjoyment of the Common Elements and facilities to the members of his family, and his tenants who reside on the property. Membership in the Association may not be conveyed separate from ownership in a Unit.

Section 3. Association's Right of Entry. The authorized representatives of the Association shall be entitled to reasonable access to the individual Units as may be required to correct any existing violation of the provisions of this Declaration, or in connection with the preservation of any individual Unit or in the event of an emergency, or in connection with maintenance of, repairs or replacements within the Units or Common Elements, or any equipment, facilities or fixtures affecting or serving the other Unit or Common Elements, or to make any alteration required by any governmental authority.

ARTICLE V

COVENANTS FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligations of Assessments. The Declarant, for each Unit owned within the Property, hereby covenants, and each Owner of any Unit, by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association:

(a) Annual assessments or charges, and

(b) Special assessments for capital improvements, if any, established and collected as hereinafter provided.

The annual and special assessments, together with interest, costs and reasonable attorney's fees, shall be a charge on the land, and shall be a continuing lien upon the Unit against which each such assessment is made. Each such assessment, together with interest, costs and reasonable attorney's fees shall also be the personal obligation of the person who was the Owner of such Unit at the time when the assessment fell due. The personal obligation for the delinquent assessments shall not pass to his successors in title unless expressly assumed by them.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety and welfare of the residents of the Property, and in particular for the acquisition, improvement and maintenance of properties, services and facilities devoted to this purpose, or for the use and enjoyment of the Common Elements, if any, including but not limited to, the costs of repairs, replacements and additions, the cost of labor, equipment, materials, management and supervision, the payment of taxes assessed against the Common Elements, if any, the procurement and maintenance of insurance, the employment of attorneys to represent the Association when necessary, payment of common expenses and such other needs as may arise.

Section 3. Initial Annual Assessment. Until January 1, 2007, the maximum monthly assessment shall be $20.00 per Unit. From and after January 1, 2007, the annual assessment shall be fixed by the Association.

Section 4. Special Assessments for Capital Improvements. In addition to the annual assessment authorized above, the Association may levy, in any calendar year, a special assessment applicable to that year only for the purpose of defraying in whole or in part, the costs of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Elements, including fixtures and personal property related thereto, provided that any such assessment shall have the assent of a Majority of the Members who are voting in person or by proxy at a meeting duly called for this purpose.

Section 5. Rate of Assessment. All annual and special assessments shall be fixed at a uniform rate for all Units and may be collected on a monthly basis, without additional fee or cost to Members paying on a monthly basis. The books and records for the Association will be kept in such a manner that it is possible to determine and ascertain (i) such sums as are expended by the Association for the development, improvement, maintenance and upkeep of all Common Elements, and (ii) such sums as are expended for other purposes.

Section 6. Date and Commencement of Annual Assessments; Due Dates. The annual assessments provided for herein shall commence as to all Unit(s) on the first day of the first month following the recording of this Declaration. At least thirty (30) days in advance of each annual assessment period, the Association shall fix the amount of the annual assessment to every Owner subject thereto. Written notice of such assessment shall be sent to every Owner subject thereto at leas thirty (30) days in advance of each annual assessment period. The due dates shall be established by the Association. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the association setting forth whether the assessments on specified Unit(s) have been paid. A properly executed certificate of the Association as to the status of the assessments on a Unit is binding upon the Association as of the date of its issuance.

Section 7. Effect of Nonpayment of Assessments; Remedies of the Association. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the then maximum applicable formula rate of interest legally chargeable under T.C.A. § 47-14-101 et seq., as it may be amended from time to time, on a per annum basis until reinstatement or the completion of foreclosure. The Association may bring an action at law against the Owner personally obligated to pay the same or foreclose the lien against the property, and interest, costs and reasonable attorney's fees of such action or foreclosure shall be added to the amount of such assessments. No Owner may waive or otherwise escape liability for the assessment provided for herein by non-use of the Common Elements or abandonment of his Unit.

Section 8. Subordination of the Lien to Mortgages. The liens provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any Unit shall not affect the assessment lien or liens provided for in the preceding section. However, the sale or transfer of any Unit that is subject to any first mortgage or deed of trust, pursuant to a foreclosure thereof or any proceeding in lieu of foreclosure thereof, shall extinguish the lien of such assessments as the payment thereof which become due prior to such sale or transfer. No such sale or transfer shall relieve such Unit from liability for any assessments thereafter becoming due or from the lien thereof.

ARTICLE VI

MAINTENANCE, REPAIRS AND REPLACEMENTS

Section 1. Owner's Responsibility. Each Owner, at his own expense, shall furnish and be responsible for all maintenance of, repairs to and replacements within and to his Unit and the Limited Common Elements exclusively serving his Unit or the Association may cause the same to be done at the expense of the Owner. Each Owner of a unit shall be responsible for the maintenance, repair and replacement of all Limited Common Elements attached to such Owner's Unit, including, but not limited to, decks, patios, yards and the portions of the Building that are not Common Elements. By way of example and not limitation, it is intended that each Owner will be responsible for the maintenance, repair and replacement of those walls that are a part of his Unit (both interior and exterior, but excluding the party wall), and the Association will be responsible for the maintenance of the roofing structure, the party wall, and installations for the common use of the Units, such as common utility lines. If, due to the act or neglect of an Owner, or of his agent, servant, tenant, family member, invitee, licensee or household pet, damage shall be caused to the Common Elements or to a Unit or Units owned by others, or maintenance, repair or replacement are required which would otherwise be a common expense, then such Owner shall pay for such damage or such maintenance, repair and replacements, as may be determined by the Association, to the extent not covered by the Association's insurance or sufficient proceeds are not collected from the insurance carrier.

Section 2. Association's Responsibility. Maintenance of, repairs to and replacements to the Common Elements, except those referred to in the preceding section and Section 2 of Article VII below, shall be the responsibility of and shall be furnished by the Association. The authorized representative of the Association shall be entitled to reasonable access to the individual Units as may be required in connection with the preservation of any individual Unit in the event of an emergency, or in connection with maintenance of, repairs or replacements within the Common Elements or any equipment, facilities or fixtures affecting or serving other Units and the Common Elements or to make any alteration required by any governmental authority.

Section 3. Roof Surfaces. Notwithstanding any other provision herein to the contrary or the fact that the roof coverings and roofing structure are common elements, each Owner agrees to be responsible for making and paying the costs of Ordinary Roof Repairs to those portions of the roof and roofing structure that cover such Owner's Unit. As the term is used herein, "Ordinary Roof Repairs" means those repairs that: (i) cost less than $7,500, and (ii) will not impair the structural integrity of the roofing structure. Each Owner agrees to promptly make any Ordinary Roof Repairs required to keep the same in good and leak-free condition. Nothing herein shall be deemed to limit such Owner's right to claim reimbursement for Minor Roof Repairs from the Association, but only to the extent the Association recovers proceeds from any insurance maintained hereunder. Periodic replacement of the entire roof covering as warranted by reasonable practice is the responsibility of the Association and does not constitute Ordinary Roof Repair.

ARTICLE VII

SPECIAL PROVISIONS GOVERNING UNITS AND COMMON ELEMENTS

Section 1. Party Wall – General Rules of Law to Apply. The party wall depicted on the Plat shall constitute a party wall, and to the extent to which it is inconsistent with the provisions of this Declaration, the general rules of law regarding party walls and liability for property damage due to negligence, or

willful acts or omissions shall apply thereto. In the event of any dispute arising concerning a party wall, or under the provisions of this Article, each party shall choose one mediator, and such mediators shall choose one additional mediator, and the decision shall be by a majority of all the mediators.

Section 2. Weatherproofing. Notwithstanding any other provisions of this Article, an Owner who by his negligent or willful acts causes the interior portions of the Common Elements to be exposed to the elements shall bear the whole cost of furnishing the necessary protection against such elements to the extent that the costs of the same are not actually covered by the insurance required hereunder.

Section 3. Right to Contribution Runs With Land. The right of any Owner to contribution from any other Owner under this Declaration shall be appurtenant to the land and shall pass to such Owner's successors in title.

ARTICLE VIII

INSURANCE

Section 1. Insurance Required by the Association.

(a) Casualty Insurance. The Association shall obtain insurance for all structural elements, roof and exterior walls and surfaces (including, but not limited to, any structures necessary for the support of such surfaces), exterior doors, and windows of the Building (including, but not limited to, all Common Elements) (collectively, the "Building Shell"), and may obtain insurance against such other hazards and casualties as the Association may deem desirable, for the Building or any property owned by the Association. Such insurance shall be for one hundred (100%) percent of the replacement cost of the Building Shell and shall not contain a deductible in excess of Five Thousand and no/100 ($5,000.00) Dollars. The Association shall obtain such insurance coverage with respect to the Building Shell as the management trustee on behalf of the Owners, as their respective interest may appear, and the proceeds of any such policies shall be payable to the Association. Insurance proceeds shall be used by the Association for the repair or replacement of the property for which the insurance was carried or as otherwise provided for herein. The insurance policy shall also provide, insofar as practicable; for the recognition of any insurance trust agreement; a waiver of subrogation rights by the insurer against individual Owners; that the insurance is not prejudiced by the act or neglect of Unit Owners that are not in control of the Association. Premiums for all insurance carried by the Association are common expenses included in the annual assessments made by the Association.

(b) General Liability and Other Insurance. The Association shall also have authority to obtain comprehensive public liability insurance, in such amounts as it deems desirable, and other liability insurance as it deems desirable insuring each Owner, mortgagee of record, if any, the Association, its officers, from liability in connection with the Units or any Common Elements; provided, at a minimum, the Association shall maintain a liability policy covering bodily injury on the Property with limits of at least $300,000 per occurrence, and $500,000 in the aggregate. The premiums for such insurance shall be a common expense.

Section 2. Owner's Insurance Obligation. Each Owner shall obtain his own insurance covering all portions of his Unit, both interior and exterior, including, but not limited to, all alterations, additions, improvements or betterments to his Unit and any Limited Common Elements serving his Unit, which are made by or on behalf of such Owner. The insurance policy shall afford, as a minimum protection against loss or damage by fire or other perils normally covered by the "causes of Loss-Special Form basis" endorsement, where such is available, and such policy shall be in an amount equal to 100% of

current replacement cost of all such improvements and any Limited Common Elements serving his Unit. Each Owner shall be responsible for insuring the contents of his Unit, including but not limited to decorating, furnishings, fixtures, and personal property therein, and personal property stored elsewhere on the Property. The insurance policy shall also, provide, insofar as practicable, that the policy is primary in the event the Association has other insurance covering the same loss.

Section 3. Annual Review of Policies. All insurance policies obtained by the Association shall be reviewed at least annually.

Section 4. Evidence of Insurance. Each Unit Owner and the Association agree, upon the reasonable request by either Unit Owner or the Association, to provide reasonable evidence to the requesting party that such Unit Owner has obtained any insurance it is required to maintain under this Declaration.

Section 5. Notice to First Mortgagees. In the event of substantial damage to or destruction of any Unit or any part of the Common Elements, the institutional holder of any first deed of trust or mortgage on a Unit will be entitled to timely written notice of any such damage or destruction and no provision of any document establishing the Property will entitle the owners of a Unit or other party to priority over such institutional holder with respect to the distribution to such Unit of any insurance proceeds.

Section 6. Federal National Mortgage Association Requirement. All insurance covered by the Association and the Owners shall comply, to the extent possible, with the requirements of the FNMA Conventional Home Mortgage Seller's and Services Lending Guide, as the same maybe amended from time to time.

Section 7. Mortgage Clauses. All policies of insurance shall contain or have attached thereto a "standard" or "union" mortgage clause (without contribution) in the form customarily used in Tennessee.

Section 8. Notice of Cancellation or Modification. Policies may not be cancelled or substantially modified without at least ten (10) days' prior written notice to the Association and to each holder of a first mortgage which is listed as a scheduled holder of a first mortgage in the insurance policy.

ARTICLE IX.

DESTRUCTION BY FIRE OR CASUALTY.

Section 1. Destruction by Fire or Other Casualty. Except as otherwise provided in the Act, in the event that all or any portion of the Building Shell is destroyed by fire or other casualty, the Association shall restore it, and the cost of restoration thereof shall be paid by the insurance proceeds from each Owner's policy in proportion to the respective value that the award bears to each of the Units or the damage thereto, with any deficiency thereunder being paid for with the insurance proceeds from the insurance policy maintained by the Association. The right of any Owner to call for a larger contribution from the others under any rule of law regarding liability for willful acts or omissions shall not be affected by this provision. Notwithstanding the foregoing, if more than 2/3 of the Building is destroyed and both Owners (or their mortgagees, if applicable) jointly determine not to reconstruct the Building, then the Building shall not be reconstructed, and the remaining portions of the Building and other debris shall be cleared from the Property with any insurance proceeds, and the remaining insurance proceeds shall be distributed between the Owners and their mortgagees in proportion to the respective value that the award bears to each of the Units or the damage thereto, as applicable.

ARTICLE X

EASEMENTS

Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the Plat, if any. Within these easements no structure, plating or other material shall be placed or permitted to remain which may interfere with the installation and maintenance of utilities, or which may change the direction of flow of drainage channels in the easements, or which may obstruct or retard the flow of water through drainage channels in the easements.

ARTICLE XI

FEDERAL NATIONAL MORTGAGE ASSOCIATION AND FEDERAL HOME LOAN MORTGAGE CORPORATION REGULATIONS, ETC.

Notwithstanding anything to the contrary contained in this Declaration, or in the By-Laws which are attached hereto, all terms, conditions and regulations which are now existing, or which may be amended from time to time, by the Federal National Mortgage Association or the Federal Home Loan Mortgage Corporation pertaining to planned unit developments are hereby incorporated as terms and conditions of the Declaration and By-Laws and such shall be governing upon the Property and the Association.

Specifically, without limitation upon the foregoing, the following declarations shall be fully effective and controlling over any terms of the Declaration or By-Laws which are in conflict. Any portions of such Declaration or By-Laws which are in conflict with this Section, or with any portion of Federal Home Loan Mortgage Corporation or the Federal National Mortgage Association regulations pertaining to planned unit developments are hereby deleted, such regulations are substituted herefor and to the extent that it is necessary to amend this instrument so that the Seller's Warranties will be deemed to be true (as defined in the Seller's Guide, issued by the Federal Home Loan Mortgage Corporation, Part III, Subsection 3.207), then this instrument and the accompanying By-Laws shall be deemed to be so amended to conform thereto, and so that the legal guidelines and underwriting standards set forth in Sections 401 through 611 of the "FNMA Lending Guide" shall be incorporated herein by reference, and any conflicting provisions herein shall be deemed to be amended to conform thereto, anything herein to the contrary notwithstanding. The following additional rights or mortgagees are itemized as follows:

(a) A first mortgagee of a Unit at his request is entitled to written notification from the Association of any default by the mortgagor of such Unit in the performance of such mortgagor's obligations under the Declaration, By-Laws, or any of the related documents, which is not cured within thirty (30) days.

(b) Any first mortgagee of a Unit who comes into possession of the Unit pursuant to the remedies provided in the mortgage, deed of trust, foreclosure of the mortgage or deed of trust, or deed in lieu of foreclosure, shall take the Unit free of any claims for any unpaid assessments or charges against the mortgaged Unit, which Unit (except for claims for a prorate share of such assessments or charges resulting from a prorate reallocation of such assessments or charges to all Units including the mortgaged Unit).

(c) Unless at least seventy-five (75%) percent of the first mortgagees (based upon one (1) vote for each mortgage owned) of Units have given their prior written approval, the Association shall not be entitled to:

(1) Change the prorate interest or obligations of any Unit for (a) purposes of levying assessments or charges or allocating distributions of hazard insurance proceeds or condemnation awards and for (b) determining the prorate share of each Unit in the Association.

(2) Use hazard insurance proceeds for losses to any property (whether to individual Units or Common Elements) for other than the repair, replacement, or reconstruction of such improvements, in case of substantial loss to the Units and/or Common Elements.

(3) Amend the Declaration, By-Laws of Plat in such a manner as to adversely affect the rights or security enjoyed by a first mortgage lien holder.

(d) First mortgagees shall have the right to examine the books and records of the Association and/or the Property; and upon request, be permitted or entitled to receive an annual financial statement of the Property within ninety (90) days following the end of any fiscal year of the Property; and written notice of all meetings of the Association and be permitted to designate a representative to attend all such meetings.

(e) An adequate reserve fund for the replacement of Common Elements will be established and funded by regular monthly payments rather than by special assessments.

(f) All taxes, assessments and charges which may become liens prior to the first mortgage under the laws of the State of Tennessee shall relate only to the individual Unit and not to the Property as a whole.

(g) No Owner, or any other party shall have priority over any rights of the first mortgagees of Units pursuant to their mortgages in the case of a distribution to Owners of insurance proceeds or condemnation awards for losses to or a taking of Units and/or Common Elements.

(h) The Association shall give to the Federal Home Loan Mortgage Corporation and the Federal National Mortgage Association by the Federal Home Loan Mortgage Corporation and the Federal National Mortgage Association notice in writing of any loss to or the taking of the Units or the Common Elements if such loss or taking exceeds Ten Thousand Dollars ($10,000.00). The Association may rely upon the information contained in the book entitled "Mortgages of Units' as must be established pursuant to the By-Laws, for a list of mortgagees to be notified hereby. All first mortgagees shall register with the "Book of Mortgages".

(i) The interest of a first mortgagee in a mortgaged Unit shall be superior to the interests of any other person, group, partnership, corporation or entity of any kind, including any interest Owner may have in any portion of the Unit, regardless of the nature of the interest or the manner in which it is acquired.

(j) Notwithstanding the above, any first mortgagee shall have all of the rights granted to a first mortgagee herein, and in addition shall have all of the rights granted to an institutional first mortgagee under its deed of trust, and under the Laws of the State of Tennessee.

(k) To the extend that the Federal National Mortgage Association shall have an interest in, or be the owner of, or participate in, any first mortgages or deeds of trust affecting any of the Units, then:

(1) Any lien of the Association resulting from nonpayment or assessments against a Unit must be subordinate to the first mortgage or deed of trust lien against that Unit.

(2) An adequate reserve fund for replacement of Common Elements must be established, which must be funded by monthly payments rather than extraordinary special assessments. A working capital fund shall be established for the initial months of the operation equal to at least a two (2) months' established common expense charge for each Unit. Each Unit's share of the working capital fund must be collected and transferred to the Association at the time of the initial closing of the sale by Declaration of each Unit and maintained in a segregated account for the use and benefit of the Association. The purpose of the fund is to insure that the Association's will have cash available to meet unforeseen expenditures or to acquire additional equipment or services deemed necessary or desirable by the Association. Amounts paid into the fund are not to be considered as advance payment of regular assessments.

(3) The Association shall give the holders of first deeds of trust and mortgages prompt notice of any default in the unit mortgagor's obligations under the documents not cured within thirty (30) days of default.

(4) The holders of first deeds of trust or mortgages shall have the right to examine the books and records of the Association and to require annual reports and other financial data.

(5) A reasonable method for dealing with any condemnation of the Property shall be provided, specifying written notice to first mortgagees of any such proceedings and not disturbing mortgagee's first lien priority.

(6) The Association shall have the right to maintain existing improvements regardless of any present or future encroachments of the common elements or a Unit upon another Unit.

(7) The Unit shall not be subject to any unreasonable restraints on alienation which would adversely affect the title or marketability of the Unit, or the ability of the mortgage holder to foreclose its first mortgage lien and thereafter to sell or lease the mortgaged Unit.

ARTICLE XII

ALTERATIONS, ADDITIONS OR IMPROVEMENTS

Section 1. Exterior. Any Owner shall have the right to make such alterations, additions, or improvements to the exterior of his Unit or the Limited Common Elements contiguous thereto, including without limitation fencing and landscaping, provided such alterations, additions or improvements do not conflict with the general architectural design or color schemes of the Property and the Building.

Section 2. Decorating. Each Owner, at his own expense, shall furnish and be responsible for all decorating within his Unit (and the private Elements serving the same) as may be required from time to time, including painting, wall papering, washing, cleaning, paneling, floor covering, draperies, window shades' curtains, lighting and other interior furnishings and fixtures. Each Owner shall be entitled to the exclusive use of the interior surfaces of the perimeter walls; floor and ceilings of his Unit, and such Owner shall maintain said interior surfaces in good condition at his sole expense, as may be required from time to time. Said maintenance and use of interior surfaces shall be subject to the rules and regulations of the Association but each such Owner shall have the right to decorate such interior surfaces from time to time as he may see fit and at his sole expense.

ARTICLE XIII

TRANSFER OF A UNIT – NOTICE TO ASSOCIATION

Section 1. Unrestricted Transfers. Subject to the provision of this Article, an Owner may sell, give, devise, lease or otherwise transfer his Unit or any interest therein, to any person.

Section 3. Restrictions on Leases. With the exception of a lender in possession of a Unit following a default in a first deed of trust or mortgage, a foreclosure proceeding or any deed or other arrangement in lieu of foreclosure, no Owner shall be permitted to lease his Unit for transient or hotel purposes. Any lease agreement shall be required to provide that the terms of the lease shall be subject in all respects to the provisions of the Declaration and the By-Laws and that any failure by the lessee to comply with the terms of such documents shall be a default under the lease. All leases shall be required to be in writing.

Section 4. Miscellaneous.

(a) All notices referred to or required under this Paragraph shall be given in the manner provided in this Declaration for the giving of notices.

(b) The Association may adopt rules and regulations, from time to time, not inconsistent with the provisions of this Article, for the purpose of implementing and effectuating said provisions.

(c) If any transfer or lease of a Unit is made or attempted without complying with the provisions of this Declaration, such transfer or lease shall be subject to each and all of the rights of, and remedies and actions available to, the Association hereunder or otherwise.

ARTICLE XIV

REMEDIES

Section 1. In the event of any violation of the provisions of the Declaration, By-Laws or rules and regulations an owner through the Association or its successors or assigns, or its agent, shall have all of the rights and remedies which may be provided for in the Declaration, By-Laws, or said rules and regulations, or action or other proceedings against such defaulting Owner and/or others for enforcement of any lien and the appointment of a receiver for the Unit and ownership interest of such Owner, or for damages or injunction or specific performance, or for judgment for payment of money and collection thereof, or the right to take possession of the Unit and to sell the same as provided hereinabove and as provided hereinafter, or for any combination of remedies, for any other relief. All expenses in connection with any such actions or proceedings, including court costs and attorneys' fees and other fees and expenses and all damages, liquidated or otherwise, together with interest thereon at the then maximum applicable formula rate of interest legally chargeable under T.C.A. § 47-14-101 et seq., as it may be amended from time to time, on a per annum basis until reinstatement or the completion of foreclosure or at the then highest contract rate of interest then legally collectible in Tennessee, shall be charged to and assessed against such defaulting Owner, and shall be added to and deemed part of his respective share of the common expenses, and the Association shall have a lien for all of the same, as well as for nonpayment of his respective share of the common expenses, upon the Unit and ownership interest in the Association of such defaulting Owner and upon all of his additions and improvements thereto and upon all of this personal property in his Unit or located elsewhere on the Property, provided, however, that such lien be subordinate to the lien of a recorded first mortgage deed of trust on the interest of such Owner, except for the amount of the proportionate share of said common expenses

which become due and payable from and after the date on which the said mortgage or deed of trust owner or holder accepts a conveyance of any interest therein (other than as a security) or forecloses the lien of its mortgage or deed of trust. In the event of any such default by any Owner, the Association shall have the authority to correct such default, and to do whatever may be necessary for such purpose and all expenses in connection therewith shall be charged to and assessed against such defaulting Owner. Any and all such rights and remedies may be exercised at any time and from time to time, cumulatively or otherwise, by the Association. This paragraph shall not be amended, changed, modified or rescinded without the prior consent of all holders of record of mortgage and deed of trust liens against Units in the Building.

Section 2. The violation of any restriction or condition or regulation adopted by the Association or the breach of any covenant or provision herein contained, shall give the Association the right, in addition to any other rights provided for in this Declaration; (i) to enter (either peaceably or forcibly without liability to such Owner for such entry) upon the Unit, or any portion of the Property upon which, or as to which such violation or breach exists and to summarily abate and remove, at the expense of the defaulting Owner, any structure, thing or condition that may exist thereon contrary to the intent and meaning of the provisions hereof, and the Association, or its employees or agents, shall not thereby be deemed guilty in any manner of trespass; or (ii) to enjoin, abate or remedy by appropriate legal proceedings; either at law or in equity, the continuance of any breach; or (iii) to take possession (either peaceably or forcibly without liability to such owner for such entry) of such Owner's interest in the Property and to maintain an action for possession of such unit in the manner provided by law.

Section 3. If any Owner (either by his own conduct or by the conduct of any other occupant of his Unit) shall violate any of the covenants or restrictions or provisions of this Declaration or the regulations adopted by the Association, and if such default or violation shall continue for ten (10) days after notice to the Owner in writing from the Association representative, or shall occur repeatedly during any ten (10) day period after such written notice or request to cure such violation from the Association, then the Association shall have the power to issue to said defaulting owner a notice in writing terminating the rights of the said defaulting Owner to continue as an Owner and to continue to occupy, use or control his Unit, and thereupon an action in equity may be filed by the Board against said defaulting Owner for a decree of mandatory injunction against such defaulting Owner of Occupant, or in the alternative, for a decree declaring the termination of said defaulting Owner's right to occupy, use or control the Unit owned by him on account of said violation, and ordering that all the right, title and interest of said defaulting Owner in the Unit and the Association shall be sold (subject to the lien of any existing deed of trust or mortgage) at a judicial sale upon such notice and terms as the court shall determine, except that the court shall enjoin and restrain the said defaulting Owner from reacquiring his interest at such judicial sale. The proceeds of any such judicial sale shall first be paid to discharge court costs, court reporter charges, reasonable attorney's fees and all other expenses of the proceeding and sale, and all such items shall be taxed against said defaulting Owner in said decree. Any balance of proceeds, after satisfaction of such charges and any unpaid assessments hereunder or any liens, shall be paid to said defaulting Owner. Upon the confirmation of such sale, the purchaser shall thereupon be entitled to a deed to the Unit and the Owner's corresponding percentage of ownership in the Association, and to immediate possession of the Unit sold and may apply to the court for a writ of assistance for the purpose of acquiring such possession, and it shall be a condition of any such sale, and the decree shall so provide, that the purchaser shall take the interest in the ownership interest sold subject to this Declaration. An aggrieved Owner or first mortgagee may ring an action in law or equity to require the enforcement of this Declaration and the By-Laws by the Association, or may bring an action to enjoin or specifically require a party to perform which is required of him or it hereunder.

ARTICLE XV

GENERAL PROVISIONS

Section 1. Enforcement. The Association, or any Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of the Declaration. Failure by the Association or any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 2. Severability. Invalidation of any one of the covenants or restrictions by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect. If any provision of the Declaration or By-Laws, or any section, sentence, clause, phrase, word, or the application thereof in any circumstance, is held invalid, the validity of the remainder of this Declaration and the By-Laws and of the application of any such provision, section, sentence, clause, phrase or word in any other circumstances shall not be affected thereby and the remainder of this Declaration or the By-Laws shall be construed as if such invalid part was never included therein.

Section 3. Amendment. The covenants and restrictions of this Declaration shall run with and bind the land for a term of thirty (30) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. This Declaration may be changed, modified or rescinded by an instrument in writing, setting forth such change, modification or rescission, signed by the Owners, and acknowledged, provided that (a) no amendment shall alter any obligation to pay ad valorem taxes or assessments for public improvements as herein provided, or affect any lien for the payment thereof established herein; (b) all lien holders of record have bee notified by certified mail of such change, modification or rescission, and an affidavit by the secretary of the Association certifying to such mailing is made a part of such instrument; and (c) if the Declaration or By-Laws require the consent or agreement of all Owners or of all lien holders for any action specified in this Declaration, then any instrument changing, modifying or rescinding any provision of this Declaration with respect to such action shall be signed by all the Owners or all lien holders or both as required by the Declaration. Any change, modification, or rescission shall be effective upon recording of such instrument in the Office of the Register of Deeds of Davidson County, Tennessee.

Section 4. Encroachment.

(a) It is understood that Units that adjoin each other and have a party wall built as a part of the construction of the Building that is placed upon the Private Element dividing line between adjoining Units may encroach on such adjoining Units due to construction or other reasons. Accordingly, an easement is reserved for such encroachments as are contained in the Buildings, whether the same now exist or may be caused or created by construction, settlement, or movement of the Building, or by permissible repairs, construction or alteration. With regard to any differences which may exist on the Plat and the actual party walls and Private Element lines on the Property, the Private Element lines and party walls that actually exist shall control over discrepancies in the Plat.

(b) If any portions of the Common Elements shall actually encroach upon any Unit or any Private Elements of any Unit, or if any Unit or any Private Elements of any Unit shall actually encroach upon any portions of the Common Elements, or if any Private Elements of any Unit or Units shall actually encroach upon another Unit, as the Common Elements, Private Elements, and Units are shown on the Plat, these encroachments shall be deemed to be mutual easements in favor of the Association and the respective Owners involved, to the extent of such encroachments, so long as the same shall exist.

Section 5. Restriction on Use of Units. In order to provide for congenial occupancy of the Property and for the protection of the values of the Units, the use of the Property shall be restricted to and shall be in accordance with the following provisions:

(a) The Common Elements shall be used only for the furnishing of the services and facilities for which they are reasonably suited and which are incident to the use and occupancy of the Units.

(b) No nuisances shall be allowed on the Property nor shall any use or practice be allowed which is a source of annoyance to its residents or which interferes with the peaceful possession or proper use of the Property by its residents.

(c) No immoral, improper, offensive or unlawful use shall be made of the property or any part thereof, and all valid laws, zoning ordinances and regulations of all governmental bodies having jurisdiction thereof, relating to any portion of the Property, shall be complied with, by and at the sole expense of the respective Owners of the Units, or the Association, whichever shall have the obligation to maintain or repair such portion of the Property.

(d) Each Owner shall maintain his Unit in good condition and in good order and repair, at his own expense, and shall not do or allow anything to be done in his Unit which may increase the cost of cause the cancellation of insurance on other Units or on the Common Element.

Section 6. Notices. Notices provided for in the Declaration or By-Laws shall be in writing, and shall be addressed to the Association, or any Owner, as the case may be, at their respective street addresses, or at such other address as hereinafter provided. The Association may designate a different address or addresses for notices to them, respectively, by giving written notice of such change of address to all Owners. Any Owner may designate a different address for notices to him (other than to his or her Unit) by giving written notice to the Association. Notices addressed as above shall be deemed delivered when mailed by United States registered or certified mail, or when delivered in person with written acknowledgment of the receipt hereof.

Upon written request to the Association, identifying the name and address of the holder, insurer or guarantor and the Unit number or address, any mortgage holder, insurer or guarantor will be entitled to timely written notice of:

(a) Any condemnation or any casualty loss which affects a material portion of the Property or any Unit on which there is a first mortgage held, insured, or guaranteed by such mortgage holder, insurer, or guarantor, as applicable;

(b) Any delinquency in the payment of assessment or charges owed by an Owner of a Unit subject to a first mortgage held, insured or guaranteed by such holder, insurer or guarantor, which remains uncured for a period of sixty (60) days;

(c) Any lapse, cancellation or material modification of any Insurance policy or fidelity bond maintained by the Association;

(d) Any proposed action that would require the consent of a specified percentage of mortgage holders.

Section 7. Preparation and Restraints on Alienation. If any of the options, privileges, covenants or rights created by this Declaration shall be unlawful, void or voidable for violation of the rule against perpetuities, then such provision shall continue only until twenty-one (21) years after the death of the

survivor of the now living descendants of the Governor of Tennessee, Phil Bredesen.

Section 8. Rights and Obligations.

(a) Each grantee of the Declarant, by the acceptance of a deed of conveyance accepts the same subject to all restrictions, conditions, covenants, reservations, liens and charges, and the jurisdiction, rights and powers created or reserved by this Declaration. All future Owners and Occupants shall be subject to and shall comply with the provisions of this Declaration. All rights, benefits and privileges of every character hereby imposed 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 said land, and shall inure to the benefit of such grantee in like manner as though the provisions of this Declaration were recited and stipulated at length in each and every deed of conveyance or contract for conveyance.

(b) All present and future Owners and Occupants of a Unit shall be subject to, and shall comply with, the provisions of the by-Laws appended hereto and recorded herewith. The acceptance of a deed of conveyance devise or of a lease to a Unit, or the entering into occupancy of any Unit shall constitute an agreement that the provisions of the said By-Laws and any rules and regulations promulgated thereunder, as they may be amended from time to time, are assumed, accepted and ratified by such Owner or 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 Unit, as though such provisions were recited and stipulated at length in each and every deed, conveyance or lease thereof.

Section 9. Separate Real Estate Taxes. Real estate taxes shall be separately taxed to each Owner for his Unit and his corresponding percentage of ownership in the Association. In the event that such taxes for any year are not separately taxed to each Owner, but rather are taxed on the Property as a whole, then each Owner shall pay his proportionate share thereof in accordance with his respective percentage of ownership interest in the Association.

Section 10. Condemnation.

(a) In the event of a taking in condemnation or by eminent domain of a part of the Common Elements or Unit, the award made for such taking shall be payable to the Association for and on behalf of the Association and/or the Owners directly affected thereby, as their interest may appear. If association approve the repair and restoration of such Unit(s) or Common Elements the Association shall arrange for the repair and restoration of such Unit(s) or Common Elements, and the Association shall disburse the proceeds of such award to the contractors engaged in such repair and restoration in appropriate progress payments. In the event that the Association does not approve the repair and commence restoration of such Unit(s) or Common Elements within 120 days after taking by the public or private authority, the Association shall disburse the net proceeds of such award on a fair and reasonable basis to the mortgagees directly affected by the condemnation and the balance to the Owners directly affected. The decision of the Association as to fairness and reasonableness shall be binding upon all parties if such decision reasonably relates to the given facts.

(b) If any Unit or portion thereof or the Common Elements or any portion thereof is made the subject matter of any condemnation or eminent domain proceeding or is otherwise sought to be acquired by a condemning authority, then the institutional holder of any first deed of trust or mortgage on a Unit will be entitled to timely written notice of any such proceeding or proposed acquisition and no provision of any document establishing the Property will entitle

the owner of a Unit or other party to priority over such institutional holder with respect to the distribution to such Unit of the proceeds of any award or settlement.

IN WITNESS WHEREOF, the undersigned Declarants have executed this instrument on this the 13 day of August, 2006.

Richard N. Dooley

Jamie K. Dooley

STATE OF TENNESSEE
COUNTY OF WILLIAMSON

Personally appeared before me, the undersigned, a Notary for said State and County, Richard N. Dooley, the within named bargainers with whom I am personally acquainted and who acknowledged that he executed the foregoing instrument for the purposes therein contained.

Witness my hand this 13 day of August, 2006.

Notary Public

My Commission Expires: 1/20/09

MARGARET ANN SMITH
STATE OF TENNESSEE NOTARY PUBLIC
COUNTY OF WILLIAMSON

STATE OF TENNESSEE
COUNTY OF WILLIAMSON

Personally appeared before me, the undersigned, a Notary for said State and County, Jamie K. Dooley, the within named bargainers with whom I am personally acquainted and who acknowledged that he executed the foregoing instrument for the purposes therein contained.

Witness my hand this 13 day of August, 2006.

Notary Public

My Commission Expires: 1/20/09

MARGARET ANN SMITH
STATE OF TENNESSEE NOTARY PUBLIC
COUNTY OF WILLIAMSON

EXHIBIT "A"

Land in Davidson County, Tennessee, being more particularly described as follows:

BEING Lot No. 10 on the Plan of Anton Place, First Revision, of record in Plat Book 9700, page 376, and Surveyor's Certificate of Correction, of record in Book 10589, page 126, Register's Office of Davidson County, Tennessee, to which plan reference is made for a more complete description.

BEING the same property conveyed to Richard N. Dooley and wife, Jamie K. Dooley by deed from The Amador Company, LLC, of record in Instrument No. 20060406-0039614, Register's Office of Davidson County, TN.

EXHIBIT B

ATTORNEY'S CERTIFICATE

This document is intended to serve as the attorney's opinion which is required under the terms of T.C.A. § 66-27-103. The undersigned, Thomas N. Jones, is an attorney licensed to practice law in the State of Tennessee, hereby declares that upon property recording of this certification and the following additional documents, all of which are intended to be recorded simultaneously herewith, all legal requirements for the creation of a planned unit development under the terms of the Tennessee Horizontal Property Act, T.C.A. § 66-27-101, et seq., will have been met:

1. A Temporary Use and Occupancy Permit from the Metropolitan Government of Nashville and Davidson County, Tennessee, evidencing that construction of each of the units shown on the plan for Anton Place 10 is in substantial compliance with local building codes for two-family dwellings.

2. The Declaration of Covenants, Conditions and Restrictions for Anton Place 10, a planned unit development.

3. By-Laws of the Anton Place 10 Homeowners' Association, Inc., a planned unit development (a Townhouse Corporation), which By-Laws are Exhibit D to the Declaration.

4. The plat setting forth the limits of the Limited Common Elements and the Private Elements for Anton Place 10, a planned unit development, which plat is attached to the Declarations as Exhibit C.

5. The Charter of Anton Place 10 Homeowners' Association, Inc., a planned unit development.

This opinion is subject to the terms and conditions of the planned unit development documents and to all applicable municipal ordinances and regulations.

Witness my hand as of this 13 day of August, 2006.

THOMAS N. JONES & ASSOCIATES

By: _____
Thomas N. Jones, Attorney

STATE OF TENNESSEE
COUNTY OF WILLIAMSON

Personally appeared before me, the undersigned, Notary Public of said County and State, Thomas N. Jones, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who acknowledged that he executed the within instrument for the purposes therein contained.

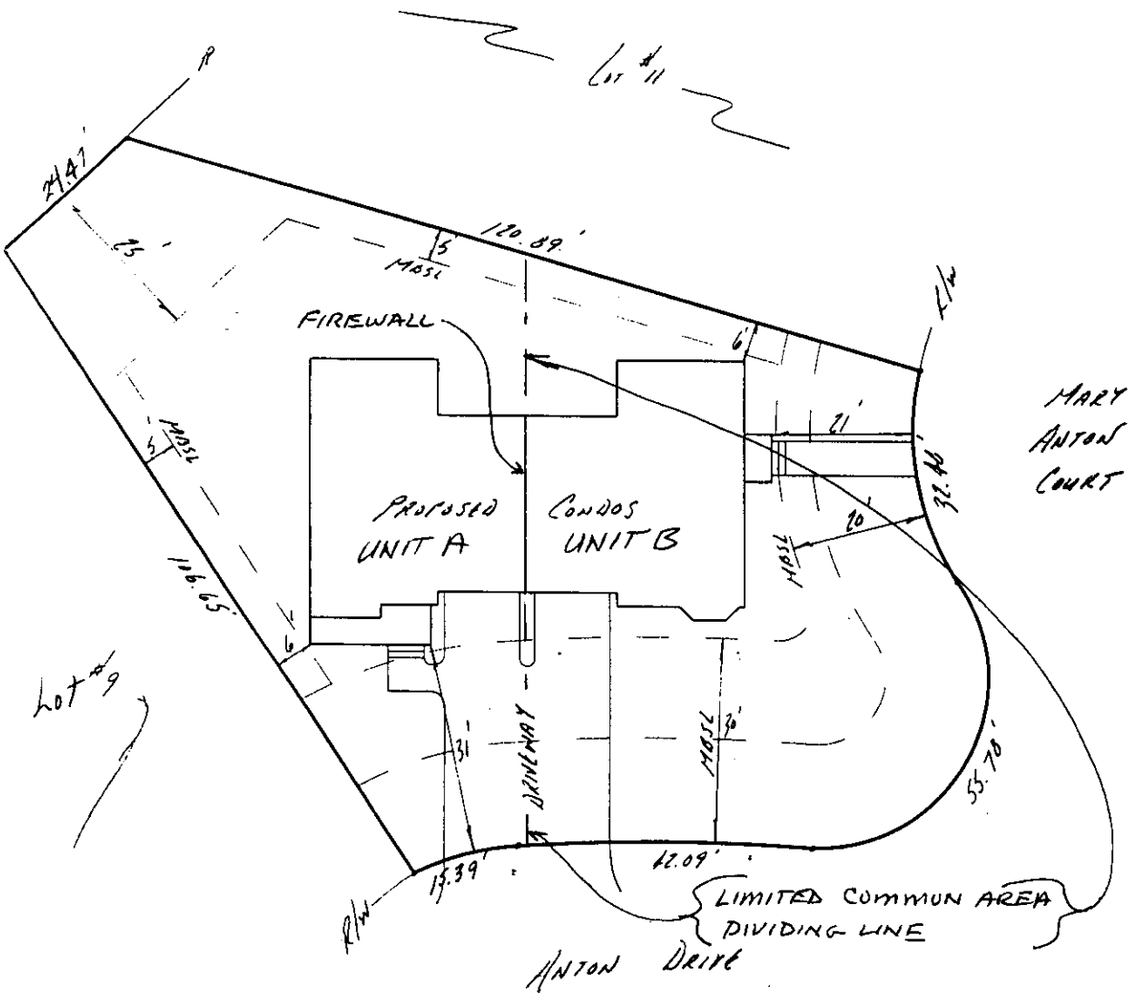
Witness my hand, at Franklin, Tennessee, this 13 day of August, 2006.

_____

My Commission Expires: 1/20/09

MARGARET ANN SMITH
STATE OF TENNESSEE NOTARY PUBLIC
COUNTY OF WILLIAMSON

EXHIBIT "C"



SITE PLAN

ANTON PLACE 10

PREPARED BY:

SOUTHEAN SURVEYING, INC.

SURVEYING AND ENGINEERING SERVICES

109 HOLIDAY COURT, SUITE C-7
FRANKLIN, TN 37067
PH # (615) 591-4465

EXHIBIT C-1

Boundaries of each Private Element. The boundaries of each of the Private Elements are shown and depicted on the Plat. However, notwithstanding the depiction on the Plat of the boundary of any Private Element, the boundaries of each Private Element shall be as follows:

(a) The centerline of any firewall separating any Unit from an adjoining Unit shall constitute a portion of the side boundary lines of the two Private Elements containing such Units.

(b) The outer, exterior surface of the side wall of any Unit that does not separate such Unit from an adjoining Unit shall constitute a portion of the side boundary line of the Private Element containing such Unit.

(c) The outer exterior surface of the front and real walls of any unit shall constitute a portion of the front and rear boundary line of the Private Element containing such unit.

Boundaries of each Limited Common Element. From the centerline of any firewall separating any unit from an adjoining unit in a straight line, through the centerline of the driveway to the curb of the street, and from the firewall in a straight line to the center of the deck to the rear property line of the property, shall constitute the separation of the Limited Common Element for each unit.

EXHIBIT D

BY-LAWS
OF
ANTON PLACE 10 HOMEOWNERS' ASSOCIATION

ARTICLE I

FORM OF UNIT ADMINISTRATION

Section 1. Property Subject Hereto. The property to which these By-Laws shall apply is described as Anton Place 10, a planned unit development, located in, Nashville, Davidson County, Tennessee, said property having been submitted to the provision of the Act, by Declaration to which these By-Laws are exhibited, and with which these By-Laws are being recorded. The definitions contained in the Declaration shall be deemed to be definitions hereof.

Section 2. Administration and Operation of the Property. The administration and operation of the Property shall be conducted by a homeowners' association under the name of "Anton Place 10 Homeowners' Association". The By-Laws contained in this instrument shall be and become the By-Laws for the said homeowners' association, and "Association" as hereinafter used shall mean and refer to Anton Place 10 Homeowners' Association. The Association shall not be deemed to be conducting a business of any kind. All activities undertaken by the Association shall be for the sole benefit of Owners, and all funds received by the Association shall be held and applied by it for the use and benefit of Owners in accordance with the Declaration and By-Laws. Each Owner shall be a member of the Association so long as he is an Owner. An Owner's membership shall automatically terminate when he ceases to be an Owner. Upon the conveyance or transfer of an Owner's ownership interest to a new Owner, the new Owner shall simultaneously succeed to the former Owner's membership in the Association. The term "Owner" when used hereinafter shall be deemed to be the same as a "member" as described in this provision. In the transaction of business of the Association, each member shall have one vote and each Unit shall constitute one unit of membership even if a Unit is owned by multiple Owners.

Section 3. Application. These By-Laws and each change made in accordance herewith are, and shall be, covenants running with each Unit and binding on each successive Owner, lessee or mortgagee of each Unit. All present and future Owners, mortgagees, and Occupants and their employees, and any other persons who may use the Property in any manner are subject to these By-Laws and the Declaration. The acceptance of a deed or conveyance, or mortgage, or the entering into a lease with an Owner, or the act of occupancy of a Unit shall constitute a covenant and an agreement by the grantee, conveyed, mortgagee, lessee or occupant that these By-Laws and the provisions of the Declaration, as they may be amended from time to time, are accepted, ratified, and will be complied with, and further, that he will make the provisions herein known to any subsequent purchaser, lessee or mortgagee.

Section 4. Office. The office of the Association shall be located at the Property, or at such other locations as the members may from time to time designate.

ARTICLE II

MEMBERS

Section 1. GOVERNING OF THE ASSOCIATION. The affairs of the Association shall be governed by the members. If there is more than one Owner of an individual Unit, the Owners of that Unit shall decide among themselves who is to serve as the member for that Unit. .

Section 2. Powers and Duties. The members shall have the powers and duties necessary for the administration of the affairs of the planned unit development and may do all such acts and things authorize by the Declaration of Restriction and Bylaws; shall include, but not be limited to, the following:

(a) Operation, care, upkeep and maintenance of the Common Elements, if any, in accordance with the other provisions of these By-Laws.

(b) Determination of the common expenses required for the affairs of the Association, including, without limitation, the operation and maintenance of the Property.

(c) Collection of the common expenses from the Owners.

(d) Employment and dismissal of the personnel necessary for the maintenance and operation of the Common Elements.

(e) Adoption and amendments of rules and regulations covering the details of the operation and use of the Property.

(f) Opening of bank accounts on behalf of the Association and designating the signatories required therefore.

(g) Purchasing of Units at foreclosure or other judicial sales in the name of the Board of Directors, or its designee, corporate or otherwise, on behalf of all Owners.

(h) Selling, leasing, mortgaging, voting the votes appurtenant to or otherwise dealing with Units, acquired by and subleasing Units leased by the Association or its designee, corporate or otherwise, on behalf of all Owners.

(i) Obtaining of insurance for the Property, including the Units, pursuant to the provisions of Article V, Section 2, hereof.

(j) Making of repairs, additions and improvements to or alterations of the Property and repairs to and restoration of the Property, in accordance with the other provisions of these By-Laws, after damage or destruction by fire or other casualty, or as a result of condemnation or eminent domain proceedings.

(k) Granting permits, licenses and/or easements over appropriate portions of the Common Elements for utilities, roads and other purposes reasonably necessary or useful for the property maintenance and operation of the Property.

Section 3. Regular Meeting. Regular meetings of the Association may be held at such time and place as shall be determined from time to time by the members, but at least one such meeting shall be held each fiscal year.

Section 4 Liability of the Members. The members shall not be liable for any mistake in judgment, negligence, or otherwise, except for their own individual willful misconduct or bad faith. The Association shall indemnify and hold harmless the members from contractual liability to others arising out of contracts made by the Association unless any such contract shall have been made in bad faith or contrary to the provision of the Declaration or these By-Laws. It is intended that the members shall have no personal liability with respect to any contract made by them on behalf of the Association. It is also intended that the liability of any Owner arising out of any contract made by the Association, or out of the aforesaid indemnity, in favor of the members, shall be limited to such proportion of the total liability thereunder as his interest in the Association bears to the interests of all the Owners in the Association. Every agreement made by the association shall be limited to such proportion of the total liability thereunder.

Section 5. Declaration of Default. Should an Owner determine that the other Owner is in default in the performance of any of such Owner's obligations contained in the Declaration, or these By-Laws, then the Owner who is asserting that there is a default or violation shall send written notice of such default to the defaulting Owner and if such default or violation is not cured within a reasonable time (not in excess of two (2) weeks from the date of sending notice), or if the Owners do not agree that a violation or default exists, the deadlock procedure outlined in Section 7 of this article shall be utilized for the purpose of determining whether a violation or default exists. If the existence of a violation or default is established and the defaulting Owner does not cure it as provided herein, the representative appointed by the non-defaulting Owner shall have the authority to, unilaterally, make decisions on behalf of the Association and to enforce the remedies given herein and by law.

ARTICLE III

MEETINGS OF OWNERS

Section 1. Annual Meetings. The annual meetings of the Owners shall be held on the 15th day of January of each succeeding year, unless such date shall occur on a Saturday or Sunday, in which event the meeting shall be held on the succeeding Monday.

Section 2. Place of Meeting. Meetings of the Owners shall be held at the principal office of the Association or at such other suitable place convenient to the Owners may designate.

Section 3. Special Meetings. A member may call a special meeting of the Owners. The notice of any special meeting shall be in writing and state the time and place of such meeting and the purpose thereof.

Section 4. Title to Units. Title to Units may be taken in the name of an individual or in the name of two or more persons, as tenants in common or as joint tenants or as tenants by the entirety, or in the name of a corporation, partnership, limited liability company or in the name of a fiduciary.

Section 5. Voting. The Owner or Owners of each Unit, or some person designated by such Owner or Owners to act as proxy on his or their behalf of whom need not be an Owner, shall be entitled to cast the vote appurtenant to such Unit at all meetings of Owners.

ARTICLE IV

OFFICERS

Section 1. Designation. The principal officers of the Association shall be the President and the Secretary-Treasurer, who may be the same person and may or may not be an owner.

Section 2. Election of Officers. The officers of the Association shall be elected annually by the members.

Section 3. Removal of Officers. Upon the affirmative vote of the members, any officer may be removed, either with or without cause, and his successor may be elected at any regular meeting.

Section 4. President. The President shall be the chief executive officer of the Association.

Section 5. Secretary-Treasurer. The Secretary-Treasurer shall keep the minutes of all meetings of the Association, and he shall have charge of such

books and papers. The Secretary-Treasurer shall have the responsibility for Association funds and securities, and shall be responsible for keeping in chronological order, full and accurate financial records and books of account showing all receipts and disbursements affecting the building and their administration and specifying the maintenance and repair expenses of the common elements, if any, and any other expenses incurred and for the preparation of all required financial date. He shall be responsible for the deposit of all monies and other valuable effects in such depositions as may from time to time be designated, and he shall, in general, perform all the duties incident to the office of Secretary-Treasurer.

Section 6. Agreements, Contracts, Deed, Checks, Etc. All agreements, contracts, deeds, leases, checks and other instruments of the Association shall be executed as directed by the member in resolutions signed by all members.

ARTICLE V

OPERATION OF THE PROPERTY

Section 1. Determination of Common Expenses and Fixing of Common Charges. The Association shall from time to time, and at least annually, prepare a budget for the Property, determine the amount of the common expenses payable by the Owners to meet the expenses of administration and of maintenance and repair of the Common Elements, if any, and in the property case, of the Private Elements and any other expenses lawfully agreed upon. The allocations shall be applied uniformly to all Owners of like situations. The common expenses may also include such amounts as the Association may deem property for the operation and maintenance of the property, including without limitations, an amount for working capital, for a general operating reserve, for a reserve fund for replacements, and to make up any deficit in the common expenses for any prior year. The Association shall advise all Owners, promptly and in writing, of the amount of common charges payable by each of them, respectively, as determined by the Association, as aforesaid, and shall furnish copies of each budget on which such common expenses are based, to all owners and their mortgagees.

Section 2. Insurance. The Association shall obtain all insurance required by the Declaration. At the option of the Owners of both Units and subject to availability, the total insurance requirements under the Declaration may be combined in one policy, provided that the content of such policy satisfies the combined and consolidated insurance needs as set forth in the Declaration.

ARTICLE VI

AMENDMENT TO BY-LAWS

Section 1. Amendment to By-Laws. These By-Laws may be modified or amended by the written consent or unanimous vote of all Owners of the Units. If the Owners cannot reach agreement on a modification or an amendment, the deadlock procedure set forth in Article II, Section 5 hereof shall be utilized with the ex-officio Member's vote being decisive. Such modifications or amendments shall not be effective until filed with the Office of the Register of Deeds for Davidson County, State of Tennessee.