Davidson County DEEDMAST
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20080821-0086071

This instrument prepared by:
Sidwell & Barrett, PC
121 First Avenue South, Suite 200
Franklin, Tennessee 37064

MASTER DEED AND BYLAWS

FOR

ENCLAVE AT TWIN HILLS VILLAS

A HORIZONTAL PROPERTY REGIME
(with Private Elements)

THIS MASTER DEED, made and entered into by **Alliance Development, LLC,** a Tennessee limited liability company (hereinafter referred to as "Developer") and Westview Homes, LLC, a Tennessee limited liability company (hereinafter referred to as "Westview");

WITNESSETH:

WHEREAS, Developer and Westview are the owners of certain real property located in Davidson County, Tennessee, known as The Enclave at Twin Hills, the legal description of which is attached hereto as **Exhibit A**, which property has been approved for development by the Metropolitan Nashville and Davidson County Planning Commission and is subject to the terms and conditions of that approval; and,

WHEREAS, Developer presently plans to establish a horizontal property regime on a portion of said property to be known as **ENCLAVE AT TWIN HILLS VILLAS**; and,

WHEREAS, Owner has consented to the establishment and agrees to be bound this Master Deed along with the Covenants and Restrictions contained herein as well as those this is made subject to; and,

WHEREAS, The property described herein is subject to the Covenants, Conditions and Restrictions of **THE ENCLAVE AT TWIN HILLS** as of record in Instrument No. 200807210074557 Register's Office for Davidson County, Tennessee.

WHEREAS, Developer presently desires to submit the portion of the parcel of land, described on **Exhibit B** attached hereto, together with all buildings, structures, improvements and other permanent fixtures of whatsoever kind thereon, and all rights and privileges belonging or in anywise pertaining thereto (hereinafter called the "Property") to the provisions of the Horizontal Property Act of the State of Tennessee; and,

WHEREAS, Developer further desires to establish for its own benefit, and for the mutual benefit of all future owners or occupants of the Property or any part thereof, certain

rights, easements and privileges in, over and upon the said premises, and certain mutually beneficial restrictions and obligations with respect to the proper use, conduct and maintenance thereof, for the purpose of enhancing and perfecting the value, desirability and attractiveness of the Property; and,

WHEREAS, Developer may desire in the future to expand the horizontal property regime established hereby and submit additional tracts or parcels of land, together with all buildings, structures, improvements and other permanent fixtures of whatever kind thereon, and all rights and privileges belonging or in anyway pertaining thereto, to the provisions, rights, easements, privileges, restrictions and obligations of this Master Deed.

NOW, THEREFORE, Developer declares as follows:

1. Definitions. All terms used herein shall have the same meaning as that contained in the Declaration of Covenants Conditions and Restrictions for The Enclave at Twin Hills as may be found of record as Instrument No. 200807210074557 Register's Office for Davidson County, Tennessee unless specifically stated herein. Conflicts notwithstanding, the terms below shall have the following definitions unless the context otherwise requires:

(a) "Act" means the "Horizontal Property Act" of the State of Tennessee (Tennessee Code Annotated, Section 66-27-101, et seq.), as the same may be from time to time amended.

(b) "Master Deed" means this instrument by which the Property is submitted to the provisions of the Act, as hereinafter provided, and such Master Deed as amended from time to time.

(c) "Limited Common Elements" means all Common Elements contiguous to and serving exclusively a single Unit as an inseparable appurtenance thereto, the enjoyment, benefit or use of which is reserved exclusively to the lawful Occupants of such Unit either in this Master Deed, on the Plan, or by the Board, and, without limiting the generality of the foregoing, shall include all Common Elements located and situated within the boundaries of the Lot on which such Unit is located as shown on the Plan and on the attached **Exhibit "C".**

(d) "Parcel" means the parcel or tract of real estate described on **Exhibit "B"**, which is attached to this Master Deed and made a part hereof, and submitted hereby to the provisions of the Act, together with such other parcels or tracts of real estate as are submitted to this Master Deed and the provisions of the Act pursuant to the Developer's right to expand the horizontal property regime created hereby set forth in paragraph 32, below.

(e) "Plan" means the plan or survey of the Parcel submitted to this Master Deed and the provisions of the Act entitled **THE ENCLAVE AT TWIN HILLS VILLAS**, which shows the number and location of each Unit, as such may be revised and amended, and such other plans or surveys as are submitted to this Master Deed and the provisions of the Act pursuant to the Developer's right to expand the horizontal property regime created hereby as set forth in paragraph 32, below. A copy of the Plan, together with information as to the number, location, area and other data necessary for identification of each Unit, is attached hereto as **Exhibit "C"**

and made a part hereof.

(f) "Property" means all the land, property and space comprising the Parcel, and all improvements and structures erected, constructed or contained therein or thereon, including the Units and all easements, rights and appurtenances belonging to the Units, and also including an improvements, structures, fixtures, furnishings and equipment intended for the mutual use, benefit or enjoyment of Unit Owners, submitted to the provisions of the Act.

(g) "Rules and Regulations" refer to rules and regulations concerning the use of the Units and the Common Elements, as adopted from time to time by the Board in accordance with the Master Deed and By-Laws.

(h) "Unit" means and refers to any part of the Property intended for independent ownership, use and occupancy as a single family residence including (i) one (1) or more cubicles of air at one or morel levels of space; or (ii) one (1) or more rooms or enclosed spaces located on one or more floors (or parts thereof) in a building; or (iii) a separate free standing building of one or more floors; and (iv) any part of open space upon the property clearly delineated for independent use adjacent to and in connection with the use of any of the foregoing. The term units as hereinafter defined and described and, prior to the construction of the as-built boundaries of such Units, the space filled with air located above the physical surface of the land and with the vertical boundaries defined by the boundary lines of each Unit Envelope shown on the plan extends upwards, which space is intended for independent ownership, use and occupancy as a single family residence. Any Unit may be jointly or commonly owned by more than one person. It is intended that the term "Unit" as used in this Master Deed shall have the same meaning as the term "Apartment" as used in the Act.

(i) "Unit Owner" means the person or persons whose estates or interests, individually or collectively, aggregate fee simple ownership of a Unit and of the undivided percentage interest in the Common Elements appurtenant thereto, and shall be deemed the same as "co-owner" under the Act, but "Unit Owner" shall not mean the Mortgagee or Beneficiary of a recorded mortgage or deed of trust who holds a lien solely for security purposes and does not have possession of the Unit. Unless specifically provided otherwise herein, Developer shall be deemed a Unit Owner so long as it is the legal title holder of any Unit.

(j) "Private Elements" (if any) shall mean and include the lot area upon which the unit is located and the contiguous land surrounding the unit. Exclusive ownership in fee simple and use of the Private Elements for each Unit is reserved to such unit. The area of Private Elements is shown on the attached **Exhibit C** which is referred to for a more complete description and incorporated herein. Included within each Private Element is an easement for the installation and maintenance of all utilities servicing the units.

2. Submission of Property to the Act. Developer, as the legal title holder in fee simple of the Parcel, does hereby submit and subject the Parcel and the Property to the provisions of the

Horizontal Property Act of the State of Tennessee, and does hereby establish an expandable horizontal property regime to be known as **THE ENCLAVE AT TWIN HILLS VILLAS.** Said establishment meets the requirements of TCA Section 66-27-101 et. seq. (as shown in the Attorney's Certificate attached hereto as **Exhibit D** allowing the property covered hereby to be a Planned Unit Development.

3. Plan. The Plan sets forth the numbers, areas and location of each Unit and other data as required by the Act.

4. Units. Each Unit is numbered as shown on the Plan and the boundaries of each Unit shall be and are the boundaries of the Building Envelope shown on each Lot and a Unit includes the building located within, and the air space encompassed by, the Building Envelope; provided, however, that in the event of any encroachment outside of the Building Envelope and onto the adjoining Lot by the building as constructed by the Developer, the boundaries of the Unit of which such building is a part shall be extended to include that part of the building located within, and the air space encompassed by, such encroachment. The legal description of each Unit shall consist of the identifying number or symbol of each Unit as shown on the Plan. Every deed, lease, mortgage, deed of trust, or other instrument shall legally describe a Unit by its identifying number as shown on the Plan and every description shall be deemed good and sufficient for all purposes, as provided in the Act. Except as provided by the Act, no Unit Owner shall, by deed, plan, court decree or otherwise, subdivide or in any other manner cause his Unit to be separated into any tracts or parcels different from the whole Unit as shown on the Plan.

5. Association of Unit Owners and Administration and Operation of the Property.

Homeowners' Association: There has been formed an Association having the name "The Enclave at Twin Hills Homeowners' Association" a Tennessee not-for-profit corporation, the Charter and By-Laws of which may be found of record at Instrument No. _____ Register's Office for Davidson County, Tennessee which Association shall be the governing body for the Unit Owners. The provisions contained therein define the rights of the Lot and/or Unit Owners as it pertains to membership and voting rights of the Owners.

6. Unit Owner Insurance. Each Unit Owner shall be responsible for obtaining hazard insurance which includes general liability coverage on his/her unit, the contents thereof and the Private Elements and Limited Common Elements serving his/her unit as well as his/her additions and improvements thereto, and those parts of the Unit for which the responsibility of maintenance and repair is that of the Unit Owner, and for decorations, furnishings and personal property therein and personal property stored elsewhere on the property if any. Each Unit Owner shall be required to list the Association as an additional insured on said Unit's hazard insurance policy.

7. Maintenance, Repairs and Replacements; Use of Assessments. Each Unit Owner, at his own expense, shall furnish and be responsible for all maintenance of, repairs to and replacements of his own Unit and all maintenance of, repairs to and replacements of the interior, the exterior and all the Private Elements and Limited Common Elements attributable to his Unit,

including but not limited to all physical structures, walls, roofs, interior improvements, walkways, driveways, drainage facilities, utility service pipes or lines or other improvements. Each Unit Owner shall maintain his Unit and the Private and Limited Common Elements attributable to that Unit in good order and repair, including but not limited to the seeding, watering and mowing of the lawn, the pruning and cutting of all trees and shrubbery, and the painting (or other appropriate external care) of his Unit, in a manner and with such frequency as is consistent with good property management. The cost of reasonable repair and maintenance of a privacy fence built and placed by the Developer (if any), or by adjoining Unit Owners,(if any) on a dividing line between Limited Common Elements shall be shared by the Unit Owners served by such privacy fence. At the discretion of the Board, the Board may direct Unit Owners who stand to be benefited by such maintenance of, repairs to, and replacements within the Limited Common Elements to arrange for such maintenance, repairs and replacements in the name and for the account of such benefited Unit Owners and pay the cost thereof with their own funds. Upon request by the Board, each Unit Owner shall procure and deliver to the Board such lien waivers and contractor's and subcontractor's sworn statements as may be required to protect the property from all mechanics' or materialmen's lien claims that may arise therefrom. If any Unit Owner fails to maintain, repair or replace any items required herein to be maintained, repaired or replaced by said Unit Owner, then the Association shall have the right, but not the duty, at its option, to carry out such maintenance, repair or replacement, the cost of which shall be added to and become a part of the assessment to which such Unit shall be subject under this Master Deed and the Bylaws.

The authorized representatives of the Association, the Board, or of the Managing Agent with approval of the Board, shall be entitled to reasonable access to the Limited Common Elements as may be required in connection with the preservation of the Limited Common Elements in the event of an emergency, or in connection with maintenance of, repairs to, or replacement of the Common Elements, Limited Common Elements, or any equipment, facilities or fixtures affecting or serving other Units, Common Elements and Limited Common Elements, or to make any alteration required by any governmental authority.

8. Developer's Right to Expand the Horizontal Property Regime. Developer hereby explicitly reserves until the seventh anniversary of the recordation of this Master Deed the right, without the consent of any Unit owner or any mortgagee or beneficiary of any mortgage or deed of trust on any Unit, to from time to time expand the horizontal property regime created by this Master Deed by submitting to this Master Deed additional Property within the area shown and described on **Exhibit "B"** attached hereto and made a part hereof (the "Additional Property"); provided, however, that such expansion is in accord with the Master Development Plan of **THE ENCLAVE AT TWIN HILLS VILLAS.**

This right to expand the horizontal property regime created hereby may be terminated prior to such anniversary only upon the filing by Developer of an amendment to this Master Deed terminating said option and right. Developer expressly reserves the right and option to add any or all portions of the Additional Property at any time, at different times, in any order, without limitation. There are no other limitations on the right of Developer to expand the horizontal property regime except as expressed in the Act, this paragraph or by rules and regulations

imposed by the FHA or VA.

IN WITNESS WHEREOF, Developer executed this Master Deed this 21 day of August, 2008.

ALLIANCE DEVELOPMENT, LLC
A Tennessee limited liability company

By: _____
Its: Designated Representative

WESTVIEW HOMES, LLC
a Tennessee limited liability company

_____
By:
Its: member

STATE OF TENNESSEE
COUNTY OF DAVIDSON

Before me, the undersigned, a Notary Public in and for this county and state, personally appeared William A. Watson, with whom I am personally acquainted, or proved to me on the basis of satisfactory evidence, and who, upon oath, acknowledged himself to be the Designated Representative of Alliance Development, LLC, the within named bargainor, a Tennessee limited liability company, and that he as such, executed the foregoing instrument for the purposes therein contained, by signing the name of the company by himself as Designated Representative.

Witness my hand, this 21 day of August, 2008.

Notary Public

My Commission Expires: 10/10/09

STATE OF TENNESSEE
COUNTY OF DAVIDSON

Before me, the undersigned, a Notary Public in and for this county and state, personally appeared Ann McKnight, with whom I am personally acquainted, or proved to me on the basis of satisfactory evidence, and who, upon oath, acknowledged himself to be the Designated Representative of Westview Homes, LLC, the within named bargainor, a Tennessee limited liability company, and that he as such, executed the foregoing instrument for the purposes therein contained, by signing the name of the company by himself as Designated Representative.

Witness my hand, this 21 day of August, 2008.

Notary Public

My Commission Expires: 10/10/09

EXHIBIT A

Lots 1 – 34 on the Plan of Enclave at Twin Hills as of record in Instrument No. 20071221-0146647 and 20080117-0005451 Register's Office for Davidson County, Tennessee.

EXHIBIT B

Lots 3, 8, 13, 14, 21, 33 and 34 of The Enclave at Twin Hills as of record in Instrument No. 20071221-0146647 and 20080117-0005451 Register's Office for Davidson County, Tennessee.

EXHIBIT D
To

ENCLAVE AT TWIN HILLS VILLAS

a Horizontal Property Regime

With Private Elements

Attorney's Certificate

This document is intended to serve as the attorney's opinion which is required under the terms of the TCA Section 66-27-103. The undersigned, Donald R. Barrett, Jr., an attorney licensed to practice law in the State of Tennessee, hereby declares that the General Contractor for construction of the improvements known as Enclave at Twin Hills Villas is Westview Homes, a licensed contractor in the State of Tennessee. All improvements are in substantial compliance with local building codes and that upon 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, TCA Section 66-27-101 et. Seq. have been met:

1. The Master Deed and By-Laws for Enclave at Twin Hills Villas a Horizontal Property Regime with Private Elements.

2. By-Laws of Enclave at Twin Hills Homeowner's Association, Inc.

3. Plat of Enclave at Twin Hills Villas identifying the Common and Private Elements for each Unit;

4. Charter of Enclave at Twin Hills Homeowner's Association, Inc.

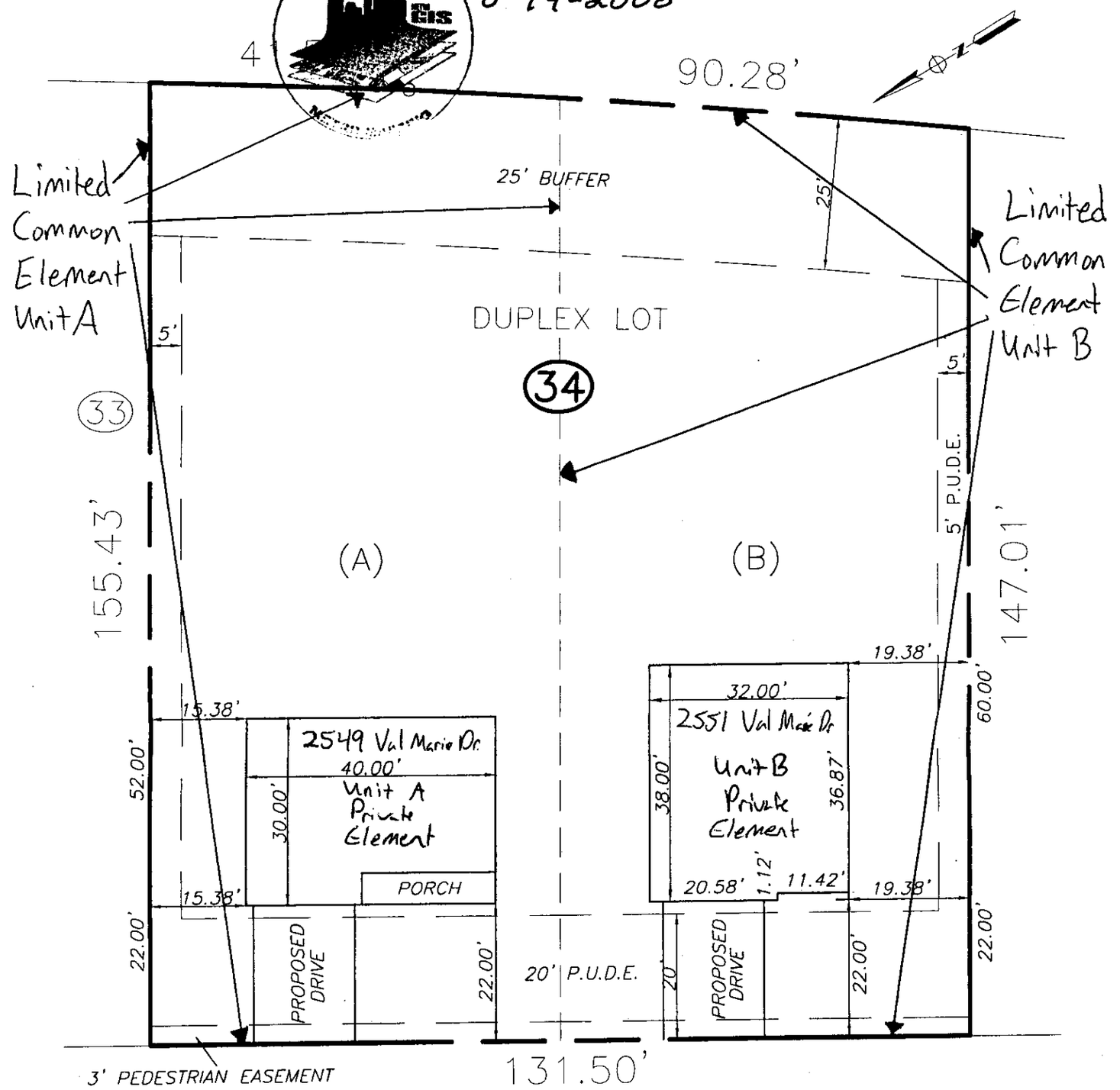
Witness my hand this 21 day of August 2008

Donald R. Barrett, Jr.

Exhibit C

REVIEWED BY GIS

Mauri S. Clarke
8-19-2008



VAL MARIE DRIVE

SETBACKS

FRONT 20

SIDE 5

BACK 25

PLOT PLAN

THIS PLOT PLAN WAS MADE FOR THE CONTRACTOR, PROPERTY OWNERS AND CODES DEPT. AND IS TO BE USED FOR OBTAINING THE BUILDING PERMIT ONLY. THIS PLAN IS NOT TO BE USED FOR A GENERAL PROPERTY SURVEY, MORTGAGE LOAN INSPECTION, OR A FOUNDATION INSPECTION SINCE NO IMPROVEMENTS EXIST AT THIS TIME.

NOTE: THIS ENTIRE PARCEL IS LOCATED IN AN AREA DESIGNATED AS ZONE ____ ON NFIP COMMUNITY NO. ____ PANEL NO. ____ DATED: ____ WHICH IS THE LATEST MAP RECEIVED BY US AS OF THIS DATE.

H & H LAND SURVEYING INC.
MICHAEL V. HOLMES
612 A FITZHUGH BLVD.
SMYRNA, TENNESSEE
37167
PHONE # 615-831-0756

OWNER: WESTVIEW HOMES

ADDRESS: VAL MARIE DRIVE

CITY: NASHVILLE, TENNESSEE

LOT # 34 SUBD. ENCLAVE AT TWIN HILLS

INSTR# 20071221-0146647

SCALE: 1"=20' DATE: AUGUST 14, 2008

MAP: ____ PARCEL: ___ PLAN # 40.0'x30.0' LHFE \ 32.0'x38.0' LHFE

AREA: 20,000 SQ.FT. 0.45 AC. ____

JOB # 08-0334 A