This instrument prepared by:
Robert J. Hill II, JD, MBA
The Hill Firm, PLLC
4515 Harding Pike, Suite 315
Nashville, TN 37205

Davidson County DEEDMAST
Recvd: 10/24/08 11:26 22 p
Fees:112.00 Taxes:0.00
20081024-0106525

New Owners Address	Send Tax Bills to:	Map & Parcel Number
Randall Craft 1719 10th Avenue North Nashville, TN 37208	Randall Craft PO Box 90964 Nashville, TN 37209	081-11-0-498.00

MASTER DEED
ESTABLISHING A HORIZONTAL PROPERTY REGIME FOR THE TOWNHOMES AT 1719 10TH AVENUE NORTH

THIS MASTER DEED is made this 24th day of October, 2008 by Randall Craft ("Declarant") for himself, his heirs, and his assigns.

1. Purpose. The purpose of this Master Deed ("Master Deed") is to submit the land described in Paragraph 3 and the building units ("Units") and improvements thereon to a Horizontal Property Regime established pursuant to the Tennessee Horizontal Property Act, T.C.A. 66-27-101, et seq.

2. Name and Address. This Horizontal Property Regime shall be identified as THE TOWNHOMES AT 1719 10TH AVENUE NORTH and is located at 1719 10th Avenue North, Nashville, Tennessee 37208.

3. Submission of the Property. As its owner in fee simple absolute, the Declarant hereby submits the land described in Exhibit A, which is incorporated herein by reference, and the Units and improvements thereon ("the Property") to the provisions of the Tennessee Horizontal Property Act, T.C.A. 66-27-101, et seq. and hereby establishes a Horizontal Property Regime.

4. Land Included in Property. The Property includes the land, the buildings units ("Units") and improvements described in Exhibit B, which is incorporated herein by reference. Fee simple absolute title to the land area underneath each Unit ("the Lot") and improvements made upon each Unit described shall be conveyed to the owner of each Unit for their exclusive use. Fee simple absolute title in any Common Elements shall be vested in the Horizontal Property Regime Association established in Exhibit C as a Townhouse Corporation operating under the name of THE TENTH AVENUE HOMEOWNERS ASSOCIATION ("the Association"). As summarily described in Exhibit E., Common

Elements shall be maintained solely by the Association while Limited Common Elements that benefit only the Owner(s) of one or the other Unit shall be maintained and repaired by the Owner(s) of that Unit. In Exhibit B, the Limited Common Elements benefitting only Unit A are designated as LCE-Unit A and the Limited Common Elements benefitting only Unit B are designated as LCE-Unit B.

5. Membership and Voting Rights in the Association. Except for those who hold their interest as security for the performance of some obligation and as may otherwise be provided in the By-Laws described in Exhibit D, which is incorporated herein by reference, each person who owns a fee interest or an undivided fee interest in the land or Units within THE TOWNHOMES AT 1719 10TH AVENUE NORTH shall automatically be a member of the Association.

6. The Building and Ground Area. Exhibit B describes the two Units as 1719-A 10th Avenue North ("Unit A") and 1719-B 10th Avenue North ("Unit B"), the site plan and/or foundation for each Unit, and the Limited Common Elements benefitting each Unit. Anything not labeled as a Unit or a Limited Common Element shall by default be a Common Element.

7. Units. The words unit, dwelling, dwelling unit, apartment and Limited Common Element have the same meaning throughout this Master Deed and By-Laws appended hereto, and are used interchangeably.

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

9. Encroachments. If any Common Element now or ever encroaches upon any Unit or if any Unit now encroaches upon any other Unit or Common Elements as the result of construction, settling, or shifting, there shall exist a valid perpetual easement for the encroachment and for maintenance of the encroachment. If a Unit or an adjoining Common Element is ever partially or totally destroyed by fire, other casualty, condemnation, or eminent domain proceedings and then rebuilt, there shall exist a valid perpetual easement for the encroachment and maintenance of the encroachment required by the rebuilding.

10. Units Subject to Master Deed, By-Laws, and Rules and Regulations. By accepting a deed of conveyance, devise, or inheritance or by entering into a lease or otherwise occupying a Unit, each Owner, tenant, and occupant shall comply with, be bound to, and bind others to the provisions, covenants, and restrictions running with their interest in the Property pursuant to this Master Deed as well as the By-Laws and Rules and Regulations, as amended from time to time, as though they are covenants running with the land and as though they were received and stipulated at length in each and every deed, conveyance, or lease, thereof.

11. Insurance. As described in the By-Laws, Owners shall obtain insurance for their Units.

12. Amendment. Until he has sold both Units, the Declarant may unilaterally amend this Master Deed. Once he has sold both Units, the Owners of both Units must agree in writing in order to amend this Master Deed. Any amendments shall be recorded in the Register's Office of Davidson County, Tennessee.

13. Waiver. Regardless of the quantity or quality of violations that occur, failure to enforce shall not be deemed as a waiver or abrogation of the right to enforce.

14. Captions. The captions herein are inserted only as a matter of convenience and for reference and neither define, limit, or describe the scope or intent of provisions herein.

15. Terminology. As necessary, the masculine and feminine terms and the singular and plural terms described herein shall be used interchangeably.

IN WITNESS WHEREOF, Declarant has executed this Master Deed at Nashville, Davidson County, Tennessee on this 24th day of October, 2008.

Randall Craft
RANDALL CRAFT

STATE OF TENNESSEE}
COUNTY OF DAVIDSON}

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

Witness my hand and seal this 24th day of October, 2008.

Notary Public

My Commission Expires:_____

MY COMMISSION EXPIRES 11/14/2009

ROBERT JOSEPH HILL II
STATE OF TENNESSEE NOTARY PUBLIC
DAVIDSON COUNTY

EXHIBIT A.
LEGAL DESCRIPTION OF THE PROPERTY

Land in Davidson County, Tennessee, being Lot No. 3 and the northerly 32 feet of Lot No. 2 on the Map showing subdivision of parts of Lots No. 290 to 294, inclusive, and change of alley therein in McGavock, Wetmore and Others Addition to Nashville, called the Town of McGavock, of record in Book 161, Page 97, Register's Office of Davidson County, Tennessee, to which plat reference is hereby made for a more complete and accurate description of said lot.

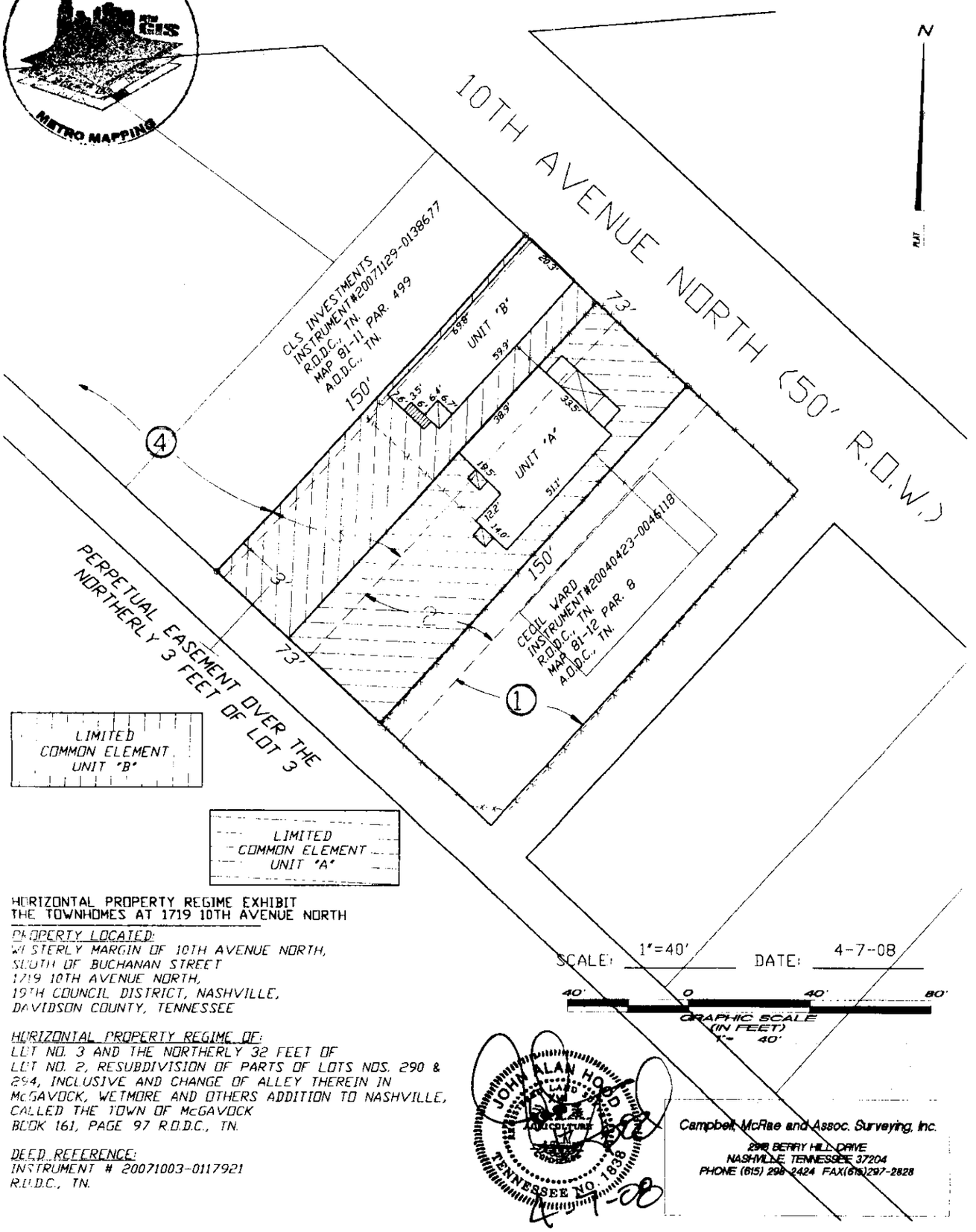
Being the same property conveyed to Randall Craft by Warranty Deed from Tony Carletello of record in Instrument No. 20071003-0117921, Register's Office of Davidson County, Tennessee.

MDicker Oct 23, 2008

REVIEWED BY GIS METRO MAPPING

EXHIBIT B.

PLAN OF THE TOWNHOMES AT 1719 10TH AVENUE NORTH



HORIZONTAL PROPERTY REGIME EXHIBIT
THE TOWNHOMES AT 1719 10TH AVENUE NORTH

PROPERTY LOCATED:
WESTERLY MARGIN OF 10TH AVENUE NORTH,
SOUTH OF BUCHANAN STREET
1719 10TH AVENUE NORTH,
19TH COUNCIL DISTRICT, NASHVILLE,
DAVIDSON COUNTY, TENNESSEE

HORIZONTAL PROPERTY REGIME OF:
LOT NO. 3 AND THE NORTHERLY 32 FEET OF LOT NO. 2, RESUBDIVISION OF PARTS OF LOTS NOS. 290 & 294, INCLUSIVE AND CHANGE OF ALLEY THEREIN IN McGAVOCK, WETMORE AND OTHERS ADDITION TO NASHVILLE, CALLED THE TOWN OF McGAVOCK
BOOK 161, PAGE 97 R.O.D.C., TN.

DEED REFERENCE:
INSTRUMENT # 20071003-0117921
R.O.D.C., TN.

JOHN ALAN HOOD — LICENSED — LAND SURVEYOR — TENNESSEE NO. 1838 — 4-7-08

Campbell, McRae and Assoc. Surveying, Inc.
298 BERRY HILL DRIVE
NASHVILLE, TENNESSEE 37204
PHONE (615) 298-2424 FAX(615)297-2828

FILED

2008 OCT 24 AM 10:56

EXHIBIT C.

CHARTER OF THE TENTH AVENUE HOMEOWNERS ASSOCIATION, INC.

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

1. The name of the Corporation is THE TENTH AVENUE HOMEOWNERS ASSOCIATION, INC. ("the Association").

2. The duration of the Association is perpetual.

3. The address of the principal office of the Association in the State of Tennessee shall be 1719 10th Avenue North, Nashville, Davidson County, Tennessee 37208. The mailing address of the principal office of the Corporation shall be PO Box 90964, Nashville, Davidson County, Tennessee 37209. The name and address of the Registered Agent for the Corporation is: Robert J. Hill II, JD, MBA, The Hill Firm, PLLC, 4515 Harding Pike, Suite 315, Nashville, Davidson County, Tennessee 37205.

4. The Association is not for profit and shall be a mutual benefit corporation. This Association has not been established for any religious purpose.

5. The purpose for which the Association is organized is to provide an entity, pursuant to the Tennessee Horizontal Property Act, T.C.A. 66-27-101, et seq. ("the Horizontal Property Act"), for the operation of THE TOWNHOMES AT 1719 10TH AVENUE NORTH ("the Horizontal Property Regime") located upon the tract of land at 1719 10th Avenue North, Nashville, Tennessee 37212 ("the Property").

6. This Association is to have members.

7. The Association shall make no distributions of income to its members, directors, or officers; provided, however, this provision shall not preclude the payment of reasonable sums for services they render or supplies they furnish to the Association.

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

6364-0127

(a) The registered agent for service of process for the Corporation shall be Robert J. Hill II, JD, MBA, The Hill Firm, PLLC, 4515 Harding Pike, Suite 315, Nashville, Davidson County, Tennessee 27205.

(b) Upon dissolution of the Corporation, its assets shall be distributed for one or more exempt purposes within the meaning of section 501(c)(3) of the Internal Revenue Code, or corresponding or similar section of any future tax code, or shall be distributed to the federal government, or to any state or local government, for a public purpose.

9. The Association shall have all of the powers and duties of a town home homeowners association as set forth in the Horizontal Property Act and all of the powers and duties reasonably necessary to operate the Condominium as set-forth in the Master Deed establishing the Horizontal Property Regime that shall be recorded in the Register's Office for Davidson County, Tennessee ("Master Deed"), including but not limited to:
   (a) make and collect assessments against members;
   (b) use the proceeds of assessments in the exercise of its powers and duties;
   (c) maintain, repair, replace, and operate the Property;
   (d) purchase insurance for the Property, the Association, and its members;
   (e) reconstruct improvements after casualty and further improve the property;
   (f) make and amend reasonable regulations respecting use of the Property;
   (g) legally enforce the Horizontal Property Act, the Master Deed, this Charter, the By-Laws, and the Rules and Regulations for the Property;
   (h) contract for the professional management of the Property; and
   (i) employ personnel to properly operate the Horizontal Property Regime.

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

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

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

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

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

5394, 6120

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

16. The affairs of the Association shall be managed by a board consisting of two directors

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

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

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

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

21. The By-Laws have been adopted by the Declarant of the Horizontal Property Regime.

22. Amendments to the Charter shall be proposed and adopted in the following manner:
(a) Notice of the subject matter of a proposed amendment shall be included in the notice of any meeting at which a proposed amendment is considered
(b) A resolution approving a proposed amendment may be proposed by either the Board of Directors or by the members of the Association. Directors and members not present in person or by proxy at the meetings considering the amendment may express their approve writing, providing such approval is delivered to the Secretary at or prior to the meeting.

(c) Approval of an amendment must be by, and not less than 67% of the entire membership of the Board of Directors, and be not less than 67% of the votes of the eligible membership of the Association, or, (ii) not less than 80% of the votes of the entire membership of the Association (if not proposed by the directors).

(d) No amendment shall make any changes in the qualifications for membership or the voting rights of members without approval in writing by all members.

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

E354-2138

WITNESS MY HAND, this 24th day of October, 2008.

Randall Craft

Randall Craft, Incorporator

EXHIBIT D.

BY-LAWS FOR THE TENTH AVENUE HOMEOWNERS ASSOCIATION, INC.

1. Identity.
   (a) These are the By-Laws of THE TOWNHOMES AT 1719 10TH AVENUE NORTH ("the Horizontal Property Regime") and THE TENTH AVENUE HOMEOWNERS ASSOCIATION, INC. ("the Association"), a corporation not for profit, incorporated under the laws of the State of Tennessee, the Charter of which was filed in the Office of the Register of Davidson County, Tennessee.
   (b) The Association has been organized for the purpose of administering the Horizontal Property Regime established by a Master Deed recorded simultaneously with these By-Laws in the Register's Office of Davidson County, Tennessee, pursuant to the Tennessee Horizontal Property Act, T.C.A. 66-27-101, et seq. ("the Horizontal Property Act") for the Horizontal Property Regime located at 1719-A 10th Avenue North, Nashville, TN 37208 ("Unit A") and 1719-B 10th Avenue North, Nashville, TN 37208 ("Unit B").

2. Members.
   The Association shall have two members. The Declarant shall serve as one member of the Association until—and shall resign once—both units have been sold. The Owner of each Unit shall serve as one member of the Association.

3. Meetings of Members.
   (a) Members shall meet annually on a date scheduled by the Board of Directors. The first annual meeting shall be held within ninety days after the final Unit is sold by the Declarant.
   (b) The President, Secretary-Treasurer, or a majority of the Board of Directors must call a special meeting of Members upon receipt of a written request from Members entitled to cast not less than all of the votes of the entire membership.
   (c) Unless waived in writing, notice of all Members' meetings, stating the time and place, and the objectives of that meeting shall be given by the person(s) calling the meeting.
   (d) The aggregate number of votes for all Unit owners shall be two and one vote shall be allocated to each Unit. The Declarant will have one vote for each unit it owns until they are constructed and sold.
   (e) If a Unit is owned by one person, his right to vote shall be established by the record title to his Unit. If a Unit is owned by more than one person, or is under lease, the person entitled to cast the vote for the Unit shall be designated by a certificate signed by all of the record owners of the Unit and filed with the Secretary of the Association. If a Unit is owned by a corporation, the person entitled to cast the vote for the Unit shall be designated by a certificate of appointment signed by the President or Vice-President, of the corporation and filed with the Secretary of the Association. Such certificates shall be valid until revoked, or until superseded by a subsequent certificate, or until a change in the ownership of the Unit concerned. A certificate designating the person entitled to cast the vote of a Unit may be revoked by any Unit Owner at any time. If no

certificate is presented to the Secretary and a Unit is owned by two or more individuals, any record owner present at a meeting of the Association may cast the vote of the Unit. If more than one record owner of a Unit is present at a meeting, only one such owner may cast the vote of the Unit. If the record owners of a Unit cannot unanimously agree as to who may cast the vote of the Unit, the vote of the Unit shall not be counted.

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

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

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

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

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

4. Directors.

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

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

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

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

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

5. Directors' meetings.

(a) The organizational meeting of a newly elected Board of Directors shall be held within ten days of its election at such place and time as shall be fixed by the Directors at the meeting of which they were elected and, providing a quorum was present, no further notice of the organizational meeting shall be necessary. The organizational meeting shall occur within ninety days after both Units are sold by the Declarant.

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

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

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

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

(f) The presiding officer of Directors' meetings shall be the President or, in the absence of the President, a Director designated by the other Directors to preside.

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

(1) calling of roll;
(2) proof of due notice of meeting;
(3) reading and disposal of any unapproved minutes;
(4) reports of officers and committees;
(5) election of officers (if necessary)

(6) unfinished business;
(7) new business; and
(8) adjournment.

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

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

6. Powers and Duties of the Board of Directors.

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

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

(2) administer the affairs of the Association and the Property;

(3) designate and/or remove, subject to the terms and conditions of the Master Deed relating to the professional management of the Property, the services of an agent ("the Managing Agent") to maintain, repair, replace, administer and operate the Property for all the Unit Owners upon such terms and for such compensation and authority as the Board of Directors may approve;

(4) formulate policies for the administration, management and operation of the Horizontal Property Regime and the Common Elements;

(5) adopt and amend rules and regulations, with written notice thereof to all Unit Owners, governing the administration, management, operation and use of the Property and the Common Elements;

(6) provide for the maintenance, repair, and replacement of the Common Elements and Limited Common Elements as required by the Master Deed, to make payments therefore, and to approve payment vouchers or to delegate such approval to the officers or Managing Agent. Notwithstanding this provision, the Unit Owner or Unit Owners benefitting from specific Limited Common Elements shall pay for the maintenance, upkeep, and repair of these Limited Common Elements and shall be responsible for maintaining and paying for fire, hazard, liability and other types of insurance such Unit Owner or Owners deems

necessary to insure their interest in the Limited Common Elements benefitting their Unit. So, the Owner(s) of Unit A shall be responsible for maintaining the Limited Common Elements designated "LCE-A" and the Owner(s) of Unit B shall be responsible for maintaining the Limited Common Elements designated "LCE-B". In the event any Owner or Owners fails to properly maintain their portion of the Limited Common Elements, the Association may, at it discretion, assume such responsibility and, within ten days of receipt of an invoice from the Association for such expense, the affected Unit Owner or Owners shall reimburse the Association for any expense incurred by the Association;

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

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

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

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

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

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

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

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

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

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

(17) grant permits, licenses and easements over the Common Elements for utilities, roads, and other purposes reasonably necessary or useful for the proper maintenance or operation of the Horizontal Property Regime.

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

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

7. Officers.

(a) The executive officers of the Association shall be a President, who shall be a Director and a Secretary-Treasurer who shall also be a board member, all of whom shall be elected annually by the Board of Directors and who may be removed by vote of the Directors at any meeting. The Board of Directors may from time to time elect other officers to exercise such powers and duties as the Board shall find to be required to manage the affairs of the Association. Compensation, if any, of officers shall be fixed by the Board of Directors.

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

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

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

8. Indemnification.

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

committee member, or Declarant provided, however, that such indemnity shall not be operative with respect to:

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

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

(b) To the extent that the Declarant or a member of the Board of Directors or an officer of the Association or a member of any committee appointed pursuant to the By-Laws of the Association has been successful on the merits or otherwise in defense of any action, suit or proceeding referred to in subparagraph (a) or in defense of any claim, issue or matter therein, he shall be indemnified against expenses (including attorney's fees) actually and reasonably incurred by him in connection therewith

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

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

to indemnification shall continue as to a person who or entity that has ceased to be the Declarant or a member of the Board of Directors, officer of the Association or a member of such committee, and shall inure to the benefit of the heirs, executors, administrators, successors and assigns of such person or entity.

9. Assessments.

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

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

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

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

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

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

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

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

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

10. Rules and Regulations.

The Directors are expressly empowered to adopt and periodically promulgate reasonable rules and regulations governing the use of the Units and the common elements and the imposition of penalties for violation thereof. All such rules and regulations shall be binding rules and regulations of the Association unless rejected by a resolution adopted at a meeting of the members or by a writing signed by members representing all of the votes of the Association. The Directors shall give written notice to all members of the adoption of any new rules and regulations or of the amendment of any existing rule or regulation.

11. Amendments.

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

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

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

(c) No amendment shall discriminate against any Unit Owner or against any Unit or class or group of Units unless the Unit Owners so affected shall consent. Likewise, no amendment shall: change any Unit or the share in the Common

Elements appurtenant to it; increase the Unit Owner's share of the Common Expenses or the method of assessment for Common Expenses; or change the voting rights of members unless the Owner of the subject Unit and all record owners of liens thereon shall join in the execution of the amendment giving their written approval.

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

(e) The By-Laws may be amended by the Declarant until it has sold or otherwise conveyed both Units.

12. Parliamentary Rules.

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

13. Definition of Terms.

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

14. Right to Waive.

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

15. Compliance with Statute.

These By-Laws are set forth to comply with the requirements of the Horizontal Property Act, as it may be amended from time to time. It is hereby agreed and accepted that the statute will apply and control in the event of any conflict.

The foregoing By-Laws are hereby adopted as the By-Laws of THE TENTH AVENUE HOMEOWNERS ASSOCIATION, INC. by the undersigned on this 24th day of October, 2008.

Randall Craft
PRESIDENT

Randall Craft
SECRETARY-TREASURER

STATE OF TENNESSEE
COUNTY OF DAVIDSON

Before me, the undersigned a Notary Public of the State and County aforesaid, personally appeared, Randall Craft, with whom I am personally acquainted or proved to me on the basis of satisfactory evidence, and who, upon oath acknowledged himself to be President of THE TENTH AVENUE HOMEOWNERS ASSOCIATION, INC., the within named bargainor, a corporation, and who executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by himself as President of the Corporation.

Witness my hand and official seal at Nashville, Davidson County, Tennessee, this 24th day of October, 2008.

Notary Public

My Commission Expires:_____

MY COMMISSION EXPIRES 11/14/2009

ROBERT JOSEPH HILL II
STATE OF TENNESSEE NOTARY PUBLIC
DAVIDSON COUNTY

STATE OF TENNESSEE
COUNTY OF DAVIDSON

Before me, the undersigned a Notary Public of the State and County aforesaid, personally appeared, Randall Craft, with whom I am personally acquainted or proved to me on the basis of satisfactory evidence, and who, upon oath acknowledged himself to be Secretary-Treasurer of THE TENTH AVENUE HOMEOWNERS ASSOCIATION, INC., the within named bargainor, a corporation, and who executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by himself as Secretary-Treasurer of the Corporation.

Witness my hand and official seal at Nashville, Davidson County, Tennessee, this 24th day of October, 2008.

Notary Public

My Commission Expires:_____

MY COMMISSION EXPIRES 11/14/2009

ROBERT JOSEPH HILL II
STATE OF TENNESSEE NOTARY PUBLIC
DAVIDSON COUNTY

EXHIBIT E.
SUMMARY OF MAINTENANCE RESPONSIBILITY

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

EXHIBIT F.
ATTORNEY'S CERTIFICATE

This document is intended to serve as the attorney's opinion which is required under the terms of Tennessee Code Annotated, Section 66-27-103. The undersigned, Robert J. Hill II, JD, MBA, an attorney licensed to practice law in the State of Tennessee, hereby declares that upon the proper recording of this certificate and the following additional documents, all legal requirements for the creation of a Horizontal Property Regime Development under the terms of the Tennessee Horizontal Property Act, T.C.A. Section 66-27-101 et seq. will have been met.

1. The Master Deed establishing THE TOWNHOMES AT 1719 10TH AVENUE NORTH as a Horizontal Property Regime.
2. A Legal Description of the Property (Exhibit A).
3. The Plat for THE TOWNHOMES AT 1719 10TH AVENUE NORTH (Exhibit B).
4. The Charter of THE TENTH AVENUE HOMEOWNERS ASSOCIATION, INC., a townhome owner's corporation (Exhibit C).
5. By-Laws of THE TENTH AVENUE HOMEOWNERS ASSOCIATION, INC., an owner's corporation (Exhibit D).

Witness my hand this the 24th day of October, 2008.

ROBERT J. HILL II, JD, MBA

STATE OF TENNESSEE}
COUNTY OF DAVIDSON}

Personally appeared before me, the undersigned, a notary public in and for said County and State, the within named Robert J. Hill, II, JD, MBA, attorney at law, 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 this the 24th day of October, 2008.

RYAN HUNTER ALSUP
STATE OF TENNESSEE NOTARY PUBLIC
DAVIDSON COUNTY

Notary Public

My Commission Expires: My Commission Expires 01/09/2012