Box 9B - GEM

This instrument prepared by:
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& AKINS
2000 Richard Jones Road, Suite 103
Nashville, TN 37215

BILL GARRETT, Davidson County
Trans:T20090019941 REST
Recvd: 03/26/09 10:26 7 pgs
Fees:37.00 Taxes:0.00
20090326-0027202

DECLARATION
OF
BELMONT AND BURTON TOWNHOMES, A CONDOMINIUM

ARTICLE I
SUBMISSION; DEFINED TERMS

Section 1.1. Submission of Real Estate. (a) AUBREY B. HARWELL, JR., Individually and as Trustee with full power to sell, mortgage or otherwise encumber without the joinder of any beneficiary (the "Declarant"), owner in fee simple of the real estate described in Section 2.2 located in Davidson County, Tennessee, hereby submits the real estate, together with all easements, rights and appurtenances thereto and the buildings and improvements erected or to be erected thereon (collectively, the "Property") to the provisions of T.C.A. § 66-27-201 through 507, known as the Tennessee Condominium Act of 2008 (the "Act").

Section 1.2. Defined Terms. Each capitalized term not otherwise defined in this Declaration or in the Plat shall have the meanings specified or used in the Act.

ARTICLE II
NAMES; DESCRIPTION OF REAL ESTATE; PLAT AND PLANS

Section 2.1. Names.

(a) Condominium. The name of the Condominium is BURTON AND BELMONT TOWNHOMES, A CONDOMINIUM.

(b) Association. The name of the Association is Belmont and Burton Townhomes Association, an unincorporated association.

Section 2.2. Real Estate. The Condominium is located in Davidson County, Tennessee. The real estate of the Condominium is described in Exhibit A.

Section 2.3. Plat. The Plat attached hereto as Exhibit B is made a part of this Declaration for the purpose of describing the Condominium and the Units.

ARTICLE III
THE ASSOCIATION

Section 3.1. Authority. The business affairs of the Condominium shall be managed by the Association. The Association shall be governed in accordance with its Bylaws, as amended from time to time.

Section 3.2. Powers. The Association shall have all of the powers, authority and duties permitted pursuant to the Act necessary and proper to manage the business and affairs of the Condominium, including those powers enumerated in Section 66-27-402 of the Act.

ARTICLE IV
UNITS

Section 4.1. Identification of Units. The identifying number of each Unit is shown on the Plat.

Section 4.2. Unit Boundaries. The boundaries of each Unit are located as shown on the Plat. Each Unit is more particularly described as a separate free standing building together with the land located under said free standing building together with the heating, hot water and air conditioning apparatus exclusively serving the Unit whether or not located within the boundaries of the Unit.

Section 4.3. Alterations of Units. Subject to the approval of the owner of the other Unit, a Unit may be improved or altered as provided in Section 66-27-311 of the Act if the Owner of the Unit and any affected mortgagee shall submit to the owner of the other Unit such application as shall be reasonably required.

ARTICLE V
LIMITED COMMON ELEMENTS

Section 5.1. Limited Common Elements. A "Limited Common Element" means a portion of the Common Elements, designated in this Declaration, or on the Plat, or by the Act, for the exclusive use of one of the Units.

ARTICLE VI
MAINTENANCE, REPAIR AND REPLACEMENT

Section 6.1. Limited Common Elements. The Owner of a Unit to which the Limited Common Elements described in Exhibit B are allocated shall maintain, repair and replace those Limited Common Elements.

Section 6.2. Expense Allocation. Any Common Expense associated with the maintenance, repair or replacement of a Limited Common Element shall be assessed to the Unit to which the Limited Common Element is assigned.

ARTICLE VII
DEVELOPMENT RIGHTS

The Declarant reserves the right to amend this Declaration or the Plat, except for amendments altering the boundaries between adjoining Units, subdividing Units, and changing the allocated percentage of ownership allocated to such Units owned by the Declarant prior to the conveyance of both Units to a person other than the Declarant.

ARTICLE VIII
ALLOCATED INTERESTS

The undivided interest in the Common Elements, the Common Expense liability and votes in the Association are allocated equally to each Unit.

ARTICLE IX
RESTRICTIONS ON USE, ALIENATION AND OCCUPANCY

Section 9.1. Use and Occupancy Restrictions. The following use restrictions apply to all Units and to the Common Elements:

(a) Residential Use. No part of the Units or the Common Elements may be used for purposes other than housing and the related common purposes for which the Condominium was designed and as allowed by municipal zoning laws. Each Unit shall be used as a residence or such other use permitted by this Declaration, and for no other purpose, except that professional and quasi-professional people may use their residence (not in violation of municipal zoning laws) as an ancillary or secondary facility to an office established elsewhere. The foregoing restrictions as to residence shall not, however, be constructed in such manner as to prohibit the Owner of a Unit from: (i) maintaining a personal professional library; (ii) keeping his personal business or professional records or accounts; (iii) handling his personal business or professional telephone calls or correspondence. Such uses are expressly declared customarily incident to the principal residential use and not in violation of the foregoing restriction.

(b) Improper Activities. No immoral, improper, unlawful or offensive activity shall be carried on in any Unit or upon the Common Elements, nor shall anything be done which may be or become an annoyance or a nuisance to the Owners of Units. A Unit Owner shall not do or permit anything to be done or keep or permit to be kept in his Unit or on the Common Elements that will increase the rate of insurance on the Condominium.

I Signs. No signs or other advertising devices shall be displayed which are visible from the exterior of any Unit or on the Common Elements, including "For Sale" signs, except in conformity with Rules and Regulations promulgated by the Board of Directors.

(d) Antennae. No exterior radio, television, microwave, or other antennae or antennae dish or signal capture of distribution device shall be permitted outside any Unit except as expressly permitted by applicable law. The Declarant or the Association may establish one or more exterior audio, television, microwave or other antennae or antennae dish or signal capture and distribution device as a Common Element for the Condominium.

(e) Rules and Regulations. In addition to the restrictions set forth in subparagraphs (a)-(d) of this Section 9.1, the use of Units, the Common Elements, and the Limited Common Elements shall be subject to such Rules and Regulations as may be adopted by the Association.

Section 9.2. Restrictions on Alienation. A Unit shall be subject to the following restrictions on alienation:

(a) A Unit may not be conveyed pursuant to a time-sharing arrangement.

(b) A Unit may not be leased or rented for a term of less than six (6) months. All leases and rental agreements shall be in writing and subject to the reasonable requirements of the Association.

ARTICLE X
EASEMENTS AND LICENSES

Section 10.1. Recording Data. All easements and licenses to which the Condominium is presently subject are shown on the Plat.

ARTICLE XI
RIGHTS OF MORTGAGEES

Notwithstanding anything to the contrary contained in this Declaration or in the By-Laws of the Association, all terms, conditions, regulations, and requirements which are now existing, or which may be amended from time to time by the Federal National Mortgage Association, the Federal Home Loan Mortgage Corporation, or the Federal Home Loan Bank Board, pertaining to condominiums or townhomes, are hereby incorporated as terms and conditions of this Declaration and By-Laws and such shall be governing upon the Property, Declarant, and the Association, so long as such terms or conditions are not inconsistent with the Act.

IN WITNESS WHEREOF, the Declarant has executed this Declaration this 25th day of March, 2009.

AUBREY B. HARWELL, JR.,
Individually and as Trustee

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 Aubrey B. Harwell, Jr., Individually and as Trustee, with whom I am personally acquainted, and who acknowledged that he executed the within instrument for the purposes therein contained.

Witness my hand in Nashville, TN, this 25th day of March, 2009.

Janice Jenny Lewis
Notary Public at Large

My commission expires 5-22-10

JANICE JENNY LEWIS
STATE OF TENNESSEE NOTARY PUBLIC
DAVIDSON COUNTY, TENN.
My Commission Expires MAY 22, 2010

EXHIBIT A
DESCRIPTION OF LAND

Land in Davidson County, Tennessee, being Lot No. 10 on the plan of Harpeth Acres, Section 5, of record in Book 2330, page 73, Register's Office for Davidson County, Tennessee.

Being the same property conveyed to Aubrey B. Harwell, Jr., Trustee with full power to sell, mortgage or otherwise encumber without the joinder of any beneficiary, by deed from Patricia G. Hastings, Executrix, with full power, of record in Book 9714, page 297, Register's Office for Davidson County, Tennessee.

EXHIBIT "B"

MINIMUM BLDG. SETBACKS

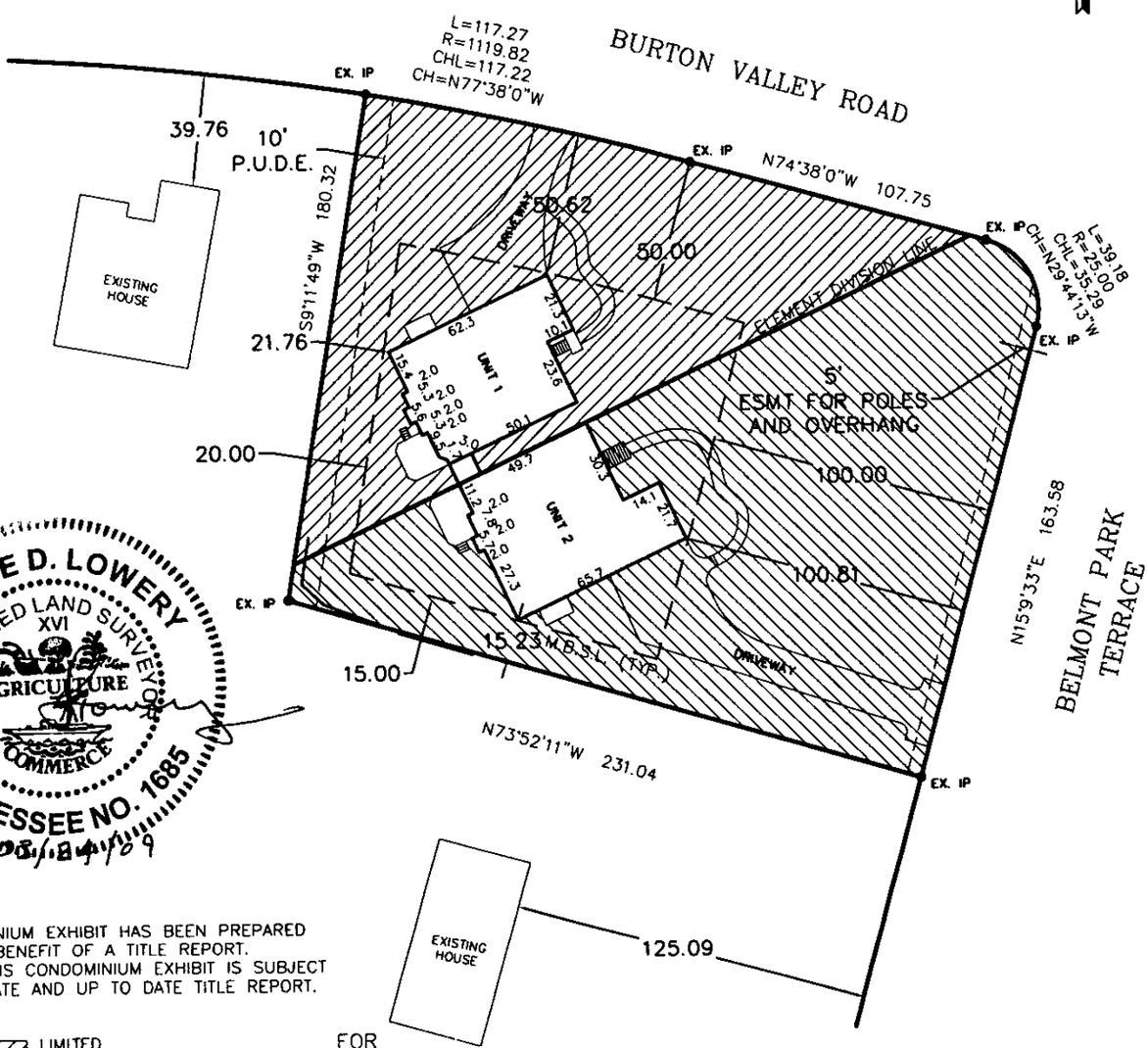
FRONT YARD.....100'/50'
SIDE YARD.....15'
REAR YARD.....20'

GRAPHIC SCALE

60 0 60 120

(IN FEET)
1 inch = 60 ft.

N



RONNIE D. LOWERY
REGISTERED LAND SURVEYOR
XVI
AGRICULTURE
COMMERCE
TENNESSEE NO. 1685
03/24/09

THIS CONDOMINIUM EXHIBIT HAS BEEN PREPARED WITHOUT THE BENEFIT OF A TITLE REPORT. THEREFORE THIS CONDOMINIUM EXHIBIT IS SUBJECT TO AN ACCURATE AND UP TO DATE TITLE REPORT.

1 LIMITED COMMON ELEMENT 1301 BURTON VALLEY ROAD — FOR UNIT 1

2 LIMITED COMMON ELEMENT 4801 BELMONT PARK TERRACE — FOR UNIT 2

UNIT

CONDOMINIUM EXHIBIT

BELMONT AND BURTON TOWNHOMES
A CONDOMINIUM

Owner: AUBREY B. HARWELL JR., TRUSTEE
Property Address: 4801 BELMONT PARK TERRACE
Property Location: LOT 10 HARPETH ACRES SECTION 5
Property: DAVIDSON COUNTY, TENNESSEE
Recorded: PLAT BK: 2330 PG: 73 R.O.D.C.
Scale: 1"=60' **Date:** 03/24/09 **Cadfile:** 4801EXH

E. ROBERTS
Alley & Associates
INCORPORATED
Engineering - Environmental - Health & Safety - Surveying
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