Prepared By:
R. Patrick Parker, Attorney at Law
615 Main Street
Nashville, TN 37206

BILL GARRETT, Davidson County
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MASTER DEED

FOR

LOT NO. 10 ON THE PLAN OF TALLY GREEN

1. NAME.

The name of the condominium is Lot No. 10 on the Plan of Tally Green, a Condominium (hereinafter sometimes called the "Condominium," as further defined herein), which condominium is hereby submitted to the Tennessee Horizontal Property Act, Section 66-27-101, *et seq.*, Tenn. Code. Ann.

All of this Condominium project shall be located in Davidson County, Tennessee.

2. LOCATION. PROPERTY DESCRIPTION. AND PLATS

The Condominium subject to this Master Deed and the Act is a part of the property described in Map/Parcel Number 073-15-0 Parcel 021.00 of the Tax Assessor's Office for Davidson County, Tennessee, being more particularly described in Exhibit "A" attached to this Master Deed, which exhibit is specifically incorporated herein by this reference.

3. UNITS AND BOUNDARIES.

The Condominium will be divided into two (2) separate Units, with Common Elements and Limited Common Elements, appurtenant to the Condominium and/or each Building. Each Unit consists of a dwelling, as applicable, and its appurtenant percentage of undivided interest in the Common Elements. Each Unit shall be conveyed as a separately designated and legally described freehold estate subject to the Act and the Condominium Instruments. The Units are depicted on the Plat.

4. COMMON ELEMENTS.

The Common Elements consist of all portions of the Condominium not located within the boundaries of a Unit. The Common Elements include, without limitation, certain utility infrastructures, paving, retaining walls, the foundation, roof, exterior walls of the Building, balconies, terraces, landscape areas, parking area and lighting for same, driveway areas, and all other lighting in any Common Element of the Building.

Ownership of the Common Elements shall be by the Owners as tenants-in-common. The percentage of undivided interest in and to the Common Elements attributable to each Unit is fifty percent.

The Common Elements shall remain undivided, and no Owner or any other Person shall bring any action for partition or division of the whole or any part thereof except as provided in the Act. Except as provided for Limited Common Elements or as otherwise provided herein, each Owner may use the Common Elements for the purposes for which they are intended, but no such use shall enter or encroach upon the lawful rights of the other Owners.

5. LIMITED COMMON ELEMENTS.

The Limited Common Elements located on the Condominium and the Unit(s) to which they are assigned are more specifically shown on the Plat:

The portion of the Common Elements on which there is located any portion of the air conditioning or heating system exclusively serving a particular Unit or Units is assigned as a Limited Common Element to the Unit or units so served;

Any utility meter which serves only one (1) Unit is assigned as a Limited Common Element to the Unit so served;

6. ALLOCATION OF INTERESTS.

All Owners, by virtue of their ownership of a fee or undivided fee interest in any Unit in the Condominium, excluding Persons holding such interest under a Mortgage, are members of the Association, and, except as otherwise provided herein or in the Bylaws, shall be entitled to vote on all matters upon which members of the Association are entitled to vote pursuant to the Master Deed and in accordance with the Bylaws. Subject to the provisions of the Condominium Instruments, the Owner or collective Owners shall be entitled to one (1) equally weighted vote for such Unit.

7. ALLOCATION OF LIABILITY FOR COMMON EXPENSES.

Except as provided below or elsewhere in the Act or Condominium Instruments, the amount of all Common Expenses shall be assessed against all the Units in accordance with the percentage of undivided interest in the Common Elements appurtenant to the Unit as set forth in Exhibit "B" attached hereto and incorporated herein by this reference, or as amended in accordance with this Master Deed.

8. INSURANCE

The Association shall obtain and maintain at all times, as a Common Expense, insurance as required herein. The Association shall obtain property insurance that shall, at a minimum, afford fire and extended coverage insurance for and in an amount consonant with the full replacement value of the buildings and other structures on the Condominium. Such coverage shall include all of the Units and the fixtures initially installed therein by Developer and replacements thereof up to the value of those initially installed by Developer, but shall not include any improvements or additions (including wall coverings and fixtures) made by or on behalf of any Owner other than those made by Developer and shall exclude furnishings and other personal property within a Unit.

All Insurance purchased by the Association pursuant to this Paragraph shall run to the benefit of the Association, the Board of Directors, officers, all agents and employees of the Association, the Owners and their respective Mortgagees, and all other persons entitled to occupy any Unit as their interests may appear. The Association's insurance policy may contain a reasonable

deductible, and the amount thereof shall not be subtracted from the face amount of the policy in determining whether the insurance equals at least the replacement cost of the insured property.

All insurance coverage for the Association shall be written in the name of the Association as trustee for itself, each of the Owners, and the Mortgagees of Owners, if any. It shall be the duty of the Board of Directors at least every two (2) years to conduct an insurance review to determine if the policy in force is adequate to meet the needs of the Association and to satisfy the requirements of this Paragraph. Such responsibility may be performed, and shall be deemed reasonably performed, by the Board requesting the Association's insurance agent to verify that insurance policies in existence meet the needs of the Association and satisfy the requirements of this Paragraph.

(a) The Board of Directors shall utilize reasonable efforts to secure a blanket hazard insurance policy providing "all risk" coverage in an amount equal to full replacement cost, before application of deductibles, of all improvements located on the Condominium. If "all risk" coverage is not reasonably available at reasonable cost, the Board shall obtain, at a minimum, fire and extended coverage, in like amounts. The Board shall use reasonable efforts to obtain policies that will provide the following:

(i) the insurer waives its rights of subrogation of any claims against directors, officers, the managing agent, the individual Owners, Occupants, and their respective household members;

(ii) any "other insurance" clause contained in the master policy shall expressly exclude individual Owners' policies from its operation;

(iii) until the expiration of thirty (30) days after the insurer give notice in writing to the Mortgagee of any Unit, the Mortgagee's insurance coverage will not be affected or jeopardized by any act or conduct of the Owner of such Unit, the other Owners, the Board of Directors, or any of their agents, employees, or household members, nor be canceled for nonpayment of premiums;

(iv) the master policy may not be canceled, substantially modified, or subjected to nonrenewal without at least thirty (30) days prior notice in writing to the Board of Directors and all Mortgagees of units; and

(v) an agreed value endorsement and an inflation guard endorsement.

(b) All policies of insurance shall be written with a company licensed to do business in the State of Tennessee. The company shall provide insurance certificates to each Owner and each Mortgagee upon request.

IN WITNESS WHEREOF, the undersigned has executed this Master Deed under seal this _____ day of

March, 2009.

Norman Ryan Carney

STATE OF TENNESSEE
COUNTY OF Davidson

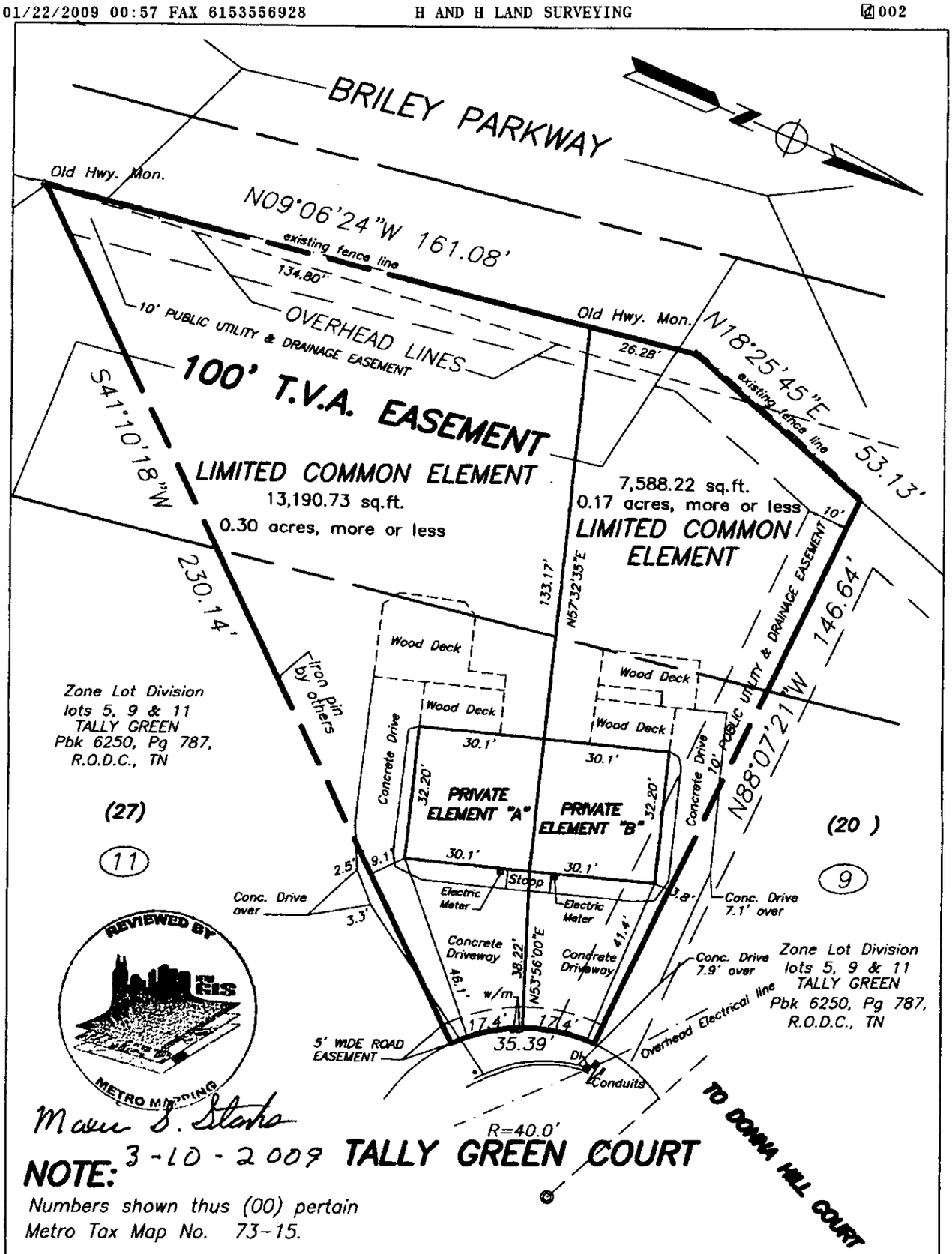
Personally appeared before me, a Notary Public of said County and State, **Norman Ryan Carney**, the within named bargainor, with whom I am personally acquainted (or who proved to me on the basis of satisfactory evidence), and who acknowledged that he/she/they executed the within instrument for the purposes therein contained.

Witness my hand, at office, this **17th** day of **March, 2009.**

Notary Public

My Commission Expires: 3-30-2010

WILLIAM B. GREGORY
STATE OF TENNESSEE NOTARY PUBLIC
ROBERTSON COUNTY



REVIEWED BY GIS METRO MAPPING

Marvin S. Starks 3-10-2009

NOTE:

Numbers shown thus (00) pertain Metro Tax Map No. 73-15.

EXHIBIT MAP

LOT NO. 10 ON THE PLAN OF TALLEY GREEN

AS OF RECORD IN PLAT BOOK 6250, PAGE 73, REGISTER'S OFFICE DAVIDSON COUNTY, TENNESEE

FOR MARVIN WINNETT

2340 TALLY GREEN COURT – NASHVILLE, TN

1ST CIVIL DISTRICT – DAVIDSON COUNTY, TENNESSEE

TOTAL AREA: 20,779 SQ.FT. OR 0.48 ACRES

SCALE: 1" = 30'

0' 15' 30' 60'

GRAPHIC SCALE

H & H LAND SURVEYING, INC.
MICHAEL V. HOLMES, JR.
612A FITZ HUGH BLVD.
SMYRNA, TENNESSEE 37167
PHONE: (615) 631-6733
FAX: (615) 791-4669

ZONED: R15

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