This instrument prepared by:
George E. Mudter, Jr., Esq.
MUDTER, MORGAN, PATTERSON
& AKINS
2000 Richard Jones Road, Suite 103
Nashville, TN 37215

BILL GARRETT, Davidson County
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20090810-0075217

DECLARATION
OF
HAWTHORNE TOWNHOMES, A CONDOMINIUM

(As an Amendment and Restatement of the
Declaration and Master Deed for 1410 Clifton Lane Townhomes)

RECITALS:

WHEREAS, Declarant (as hereinafter defined) is the owner of the real estate described on Exhibit "A" hereto; and

WHEREAS, the Property was heretofore submitted to the provisions of The Tennessee Horizontal Property Act (the "Old Act") by the filing of a Declaration and Master Deed Establishing a Planned Unit Development for the 1410 Clifton Lane Townhomes, a Horizontal Property Regime with Private Elements and Common Elements recorded as Instrument No. 20070508-055386, Register's Office for Davidson County, Tennessee (the "Prior Declaration"); and

WHEREAS, Declarant wishes to amend and restate the Prior Declaration to comply with the terms of the Act;

NOW, THEREFORE, Declarant hereby states the following:

ARTICLE I
SUBMISSION; DEFINED TERMS

Section 1.1. Submission of Real Estate. AUBREY B. HARWELL, JR., 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. The following submission is intended to amend and restate the prior Declaration, change the name of the Condominium and to confirm that the Condominium is subject to the Act.

Section 1.3. 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 HAWTHORNE TOWNHOMES, A CONDOMINIUM.

(b) Association. The name of the Association is Hawthorne 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 7th day of August, 2009.

AUBREY B. HARWELL, JR., 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., 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 7 day of August, 2009.

Lana S. Miller
Notary Public at Large

My commission expires My Commission Expires March 10, 2012

LANA S. MILLER
STATE OF TENNESSEE NOTARY PUBLIC
DAVIDSON COUNTY

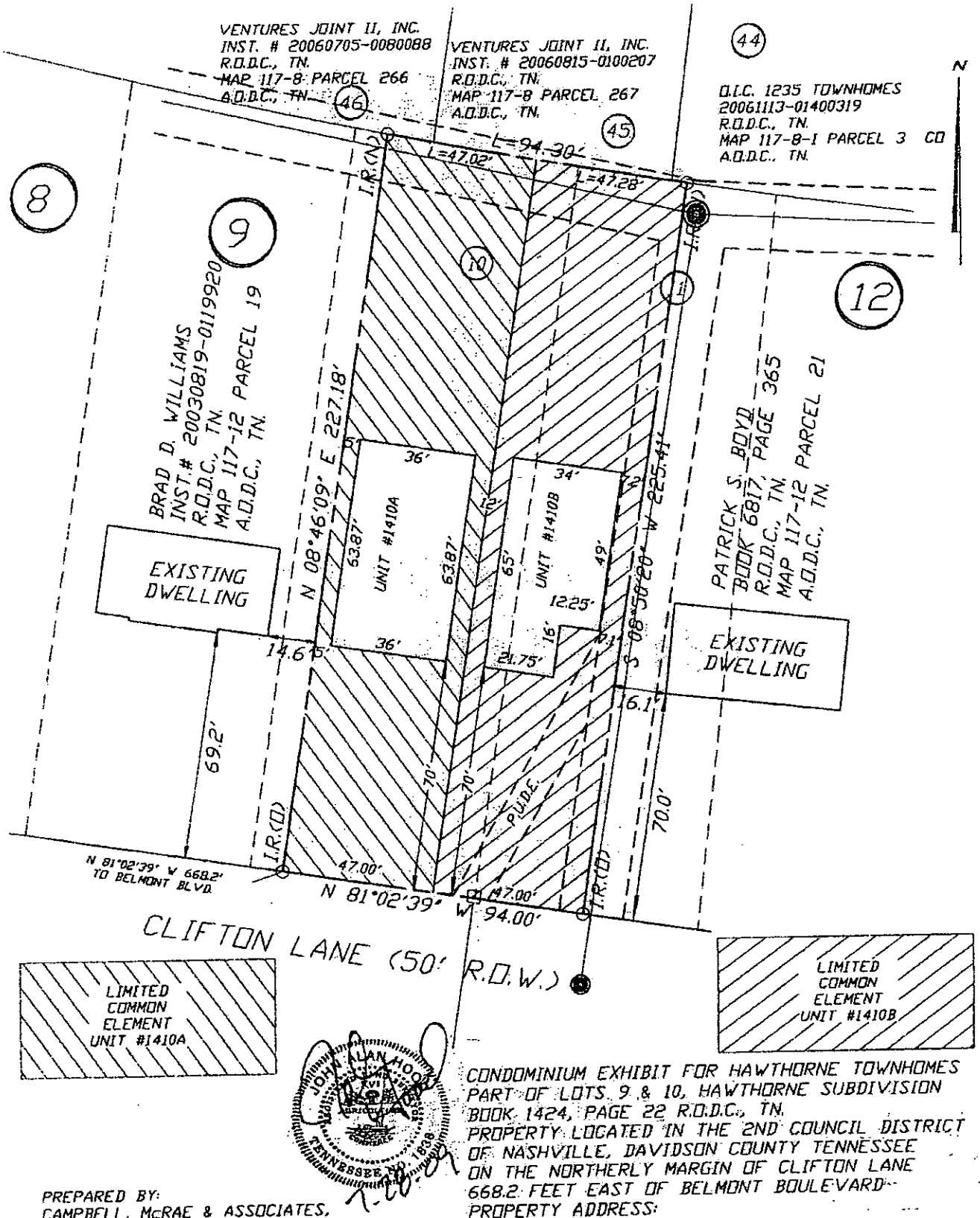
EXHIBIT A

Land in Davidson County, Tennessee, being Units 1 and 2 of The 1410 Clifton Lane Townhomes, a Horizontal Property Regime with Private Elements and Common Elements located at Nashville, Davidson County, Tennessee, and described in a Declaration and Master Deed Establishing a Planned Unit Development for The 1410 Clifton Lane Townhomes, a Horizontal Property Regime with Private Elements and Common Elements, of record as Instrument No. 20070508-0055386, Register's Office for Davidson County, Tennessee, to which reference is hereby made.

Said Units are located on the easterly 60 feet front and 60.3 feet rear of Lot No. 10 and the westerly 34 feet of Lot No. 11, on the Final Plan of Hawthorne Subdivision, as shown on plat of record in Plat Book 1424, page 22, in the Register's Office of Davidson County, Tennessee, to which plat reference is hereby made for a more particular description.

Said part of Lots Nos. 10 and 11 fronts together 94 feet on the northerly side of Clifton Avenue and runs back 224.4 feet more or less on the easterly line and 227 feet, more or less, on the westerly line to the northerly line of said subdivision measuring 94.3 feet, more or less.

Being the same property conveyed to Aubrey B. Harwell, Jr., Trustee, with full power to sell, convey and mortgage without joinder of any beneficiaries, by deed from JB Partners, a Tennessee general partnership, recorded as Instrument No. 20090610-0053933, Register's Office for Davidson County, Tennessee.



CONDOMINIUM EXHIBIT FOR HAWTHORNE TOWNHOMES
PART OF LOTS 9 & 10, HAWTHORNE SUBDIVISION
BOOK 1424, PAGE 22 R.O.D.C., TN.
PROPERTY LOCATED IN THE 2ND COUNCIL DISTRICT
OF NASHVILLE, DAVIDSON COUNTY TENNESSEE
ON THE NORTHERLY MARGIN OF CLIFTON LANE
668.2 FEET EAST OF BELMONT BOULEVARD
PROPERTY ADDRESS:
1410 CLIFTON LANE,
NASHVILLE, TN., 37215
DEED REFERENCE:
INSTRUMENT# 20081223-0122451
PROPERTY MAP 117-12 D A.O.D.C., TN.
DATE 7-28-09
SCALE : 1"=40' ORDER # 299-20-6

PREPARED BY:
CAMPBELL, McRAE & ASSOCIATES,
SURVEYING, INC.
2918 BERRY HILL DRIVE
NASHVILLE, TN., 37204
PH. 615-298-2424 FAX 615-297-2828
EMAIL cmas@att.net

40' 0 40' 80'
GRAPHIC SCALE
(IN FEET)
1" = 40'