INSTRUMENT PREPARED BY:
G. Philip Anderson
155 Franklin Road
Suite 120
Brentwood, TN 37027
615/377-9370

Name & Address of New Owner:
Luehrsen Construction, LLC
119 47TH Avenue North
Nashville, TN 37209

Send Tax Bills To:
Paul Luehrsen
119 47TH Avenue North
Nashville, TN 37209

BILL GARRETT, Davidson County
Trans:T20110063941 DEEDMAST
Recvd: 10/13/11 11:02 20 pgs
Fees:102.00 Taxes:0.00
20111013-0079647

DECLARATION ESTABLISHING 4005 COLORADO AVENUE

THIS DECLARATION is made and entered into by Luehrsen Construction, LLC, a Tennessee Limited Liability Company, (hereinafter called "Declarant"), its heirs and assigns.

WITNESSETH:

WHEREAS, Declarant is the legal title holder of certain real estate located in the County of Davidson and State of Tennessee, which real estate is more fully described in Exhibit "A" attached hereto. Being part of the same property conveyed to Luehrsen Construction, LLC, a Tennessee Limited Liability Company by deed of record in Instrument # 20111012-0079373 of said Register's Office.

WHEREAS, Declarant intends to and does hereby submit the above described parcel of real estate, 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 to the provisions of the Tennessee Condominium Act of 2008 (the "Act"); and

WHEREAS, Declarant 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, and intends that all future owners, occupants, mortgagees, and any other persons hereinafter acquiring any interest in the Property shall hold said interest subject to certain rights, easements, and privileges in, over, and upon said premises and certain

mutually beneficial restrictions and obligations with respect to the proper use, conduct, and maintenance thereof, hereinafter set forth, all of which are declared to be in furtherance of a plan to promote and protect the cooperative aspects of the homes on the Property and are established for the purpose of enhancing and perfecting the value, desirability, and attractiveness of the Property.

NOW THEREFORE, Declarant, as the legal title holder of the real estate hereinbefore described in Exhibit "A", and for the purposes above set forth, makes the following declarations and submissions as part of this Declaration:

PARAGRAPH I
DEFINITIONS

As used herein, unless the context otherwise requires:

"Act" means the "Tennessee Condominium Act of 2008" of the State of Tennessee as set forth in Parts 2-5, Chapter 27 of Title 66 of Tennessee Code Annotated as the same may be amended or supplemented from time to time. The Act is included herein by reference as if copied herein verbatim.

"Assessment" means that portion of the common expenses which is to be paid by a particular Unit Owner.

"Association" means "4005 Colorado Avenue Homeowners' Association, Inc.", a Tennessee nonprofit corporation.

"Board" means the Board of Directors of the Association.

"Buildings" shall mean those structures located on the Property and containing the Units.

"Bylaws" means the Bylaws of the Association to be supplied at a later date in an amendment to this Declaration and described as Exhibit "B". For purposes of the Act, all provisions contained in the body of this Declaration dealing with the administration and maintenance of the Property shall be deemed to be part of the Bylaws.

"Common Elements", means all portions of the Condominium other than the Units.

"Condominium" means the real estate herein of which a portion has been designated for separate ownership into Units and the remainder of which is designated for common ownership. The Condominium shall be known as "4005 Colorado Avenue".

"Limited Common Area" or "Limited Common Elements" means all elements contiguous to and serving exclusively a single Unit as an appurtenance thereto, the enjoyment, benefit, or use of which is reserved to the lawful Occupants of such Unit either in this Declaration, on the Plat or by the Board.

"Majority" or "Majority of the Unit Owners" means the Owners of more than fifty percent (50%) of the voting rights of the Unit Owners.

"Declaration" means this instrument, by which the Property is submitted to the provisions of the Act, as hereinafter provided, as amended from time to time, including all Exhibits hereto.

"Mortgage" means a valid recorded first deed of trust securing an indebtedness owed to on individual, lending institution, or any other entity.

"Mortgagee" means the beneficiary of any deed of trust who has a valid and enforceable security interest in the Property.

"Occupant" means a person or persons in possession of a Unit, regardless of whether said person is a Unit Owner.

"Parcel" or "Plat" means the plat of survey submitted to the provisions of the Act showing the number and/or letter of each Unit, expressing its area, location, and other data necessary for identification. Said plat of the project is attached hereto as Exhibit C and shall be amended from time to time to incorporate additional Buildings and Units.

"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 Buildings and all easements, rights, and appurtenances belonging thereto, and any furniture; furnishings, fixtures, and equipment intended for the mutual use, benefit or enjoyment of the Unit Owners, submitted to the provisions of the Act.

"Record" or "Recording" refers to the record or recording in the office of the Register of Deeds in Davidson County, Tennessee.

"Unit" means and includes the lot area upon which a unit is located and the improvements located thereon, which shall include the slab or foundation upon which the building sits, the interior finished surfaces of its perimeter walls and ceiling, and the air space so encompassed, and for which fee simple ownership and exclusive use is reserved to that Unit only. Each Unit is shown by number, letter, or a combination of letter and number designation on Exhibit C. Any Unit may be jointly or commonly owned by more than one person. Mechanical equipment and appurtenances located within or adjacent to any Unit and designed to serve only that Unit, including but not limited to, heating and air conditioning equipment, appliances, plumbing, electrical wiring, fixtures, and the like shall be considered Private Elements and shall be part of said Unit.

"Unit Owners", means the person or persons whose estates or interests, individually or collectively, aggregate fee simple ownership of a Unit and of the undivided interest in the Common Elements appurtenant thereto.

PARAGRAPH II
SUBMISSION OF PROPERTY TO THE ACT

Declarant, as the legal title holder in fee simple of the Parcel, expressly intends to, and by recording this Declaration does hereby, submit, and subject the Parcel also known as the Property (Exhibit "A") to the provisions of the Tennessee Condominium Act of 2008 and hereby establishes a Condominium to be known as 4005 Colorado Avenue. Provided, however, and in addition to Development Rights and Special Declarant Rights reserved to Declarant as hereinafter stated, easements are hereby reserved in the Property by Declarant for the benefit for the following purposes and uses: (i) an easement is reserved for Declarant to use the land of the Property to relocate, expand, modify, reduce, or extend driveways, relocate sewers, utility lines, or service connections in order to serve the existing buildings of said Property and in order to properly maintain and repair the buildings located therein; (ii) and Declarant shall have the unrestricted right, at its sole expense, to relocate, expand, modify, reduce, or extend existing driveways, parking areas and yard, and to construct, expand, enlarge, or relocate sewers, utility lines, or service connections, in order to serve existing buildings with their co-owners or tenants. The unrestricted rights reserved by Declarants in this paragraph shall be assignable by it and shall be easements running with the land described in Exhibit "A". The exercise of any of the rights reserved by Declarants shall be subject to an obligation of the Declarants to repair and/or replace any damage to the common areas or Units incurred during the exercise of such rights, and that such repair and/or replacement shall be to a condition similar to the prior condition, normal wear and tear excepted.

PARAGRAPH III
PLAT

The plat or survey of the Property is attached hereto as Exhibit C and sets forth the numbers, areas, locations, and other data, as required by the Act. The Plat may be amended or modified solely by Declarant by additional surveys and plats showing subdivision of Units and/or annexation of additional phases or otherwise, subject to the limitations and requirements imposed by the Act.

PARAGRAPH IV
UNITS; RESTRICTION ON USE

1. The legal description of each Unit shall consist of the identifying letter and/or number of such Unit as shown by corresponding unit letter and/or number on the plat as heretofore referenced. Every deed, lease, mortgage, deed of trust, or other instrument shall legally describe a Unit by its corresponding unit identifying letter and/or number as shown on the plat and every such description shall be deemed good and sufficient for all purposes, as provided in the Act. Except as allowed by the Act, no Unit Owner shall, by deed, plat, court decree, or otherwise, subdivide or in any other manner cause a Unit to be separated into any units different from the whole Unit as shown on the plat. The aforementioned prohibition on subdividing shall not be applicable to Declarant as to any Unit Declarant may own; however, in exercising such right, Declarant shall be subject to the limitations and requirements imposed by the Act.

2. A Unit shall be used only for residential use.

Notwithstanding the Development Rights and Special Declarant Rights reserved, this Paragraph IV shall not be subject to amendment unless by unanimous approval of all Unit Owners.

PARAGRAPH V
OWNERS' ASSOCIATION

1. Owners' Association and Administration and Operation of the Property. There has been or will be formed an Association having the name "4005 Colorado Avenue Homeowners' Association, Inc.", a Tennessee nonprofit corporation, which Association shall be the governing body for all of the Unit Owners. The Association shall be operated to provide for the maintenance, repair, replacement, administration, operation, and care of the Property as provided in the Act, this Declaration and Bylaws. The Bylaws for the Association shall be the Bylaws attached to this Declaration as Exhibit B and made a part hereof. The Board of Directors of the Association shall be elected and shall serve in accordance with the provisions of the Bylaws. The fiscal year of the Association shall be determined by the Board within the confines of applicable law, and may be changed from time to time as the Board deems advisable. The Association shall not be deemed to be conducting a business of any kind. All activities undertaken by the Association shall be for the use and benefit of Unit Owners in accordance with the provisions of the Declaration and Bylaws. Each Unit Owner shall be a member of the Association so long as such Owner is a Unit Owner. A Unit Owner's membership shall automatically terminate when such Owner ceases to be a Unit Owner. Upon the conveyance or transfer of a Unit Owner's ownership interest to a new Unit Owner, the new Unit Owner shall automatically succeed to the former Unit Owner's membership in the

Association. The aggregate number of votes for all members of (he Association shall be divided among the respective Unit Owners, with one (1) vote granted to each Unit.

2. Management of Property. The Board shall have the authority to engage the services of an agent (herein sometimes referred to as the "Managing Agent") to maintain, repair, replace, administer, and operate the Property, or any part thereof, to the extent deemed advisable by the Board, subject to the provisions of Subsection 3 below. The Board shall require that such Managing Agent have fidelity bond coverage on its employees handling Association funds.

3. Reserved.

4. Use by Developer. During the period of sale by the Developer of any Units, the Developer, and the Developer's agents, employees, contractors and subcontractors, and their respective agents and employees, shall be entitled to access, ingress to and egress from the Buildings and Property as may be required for purposes of sale of the Units. While the Developer owns any of the Units and until each Unit sold by it is occupied by the purchasers, the Developer and its employees may use and show one or more of such unsold or unoccupied Units as a model Unit or Units, or as a sales office, and may maintain customary signs in connection therewith.

5. Non-Liability of the Directors Board Officers and Developer. Neither the directors, Board, officers of the Association, nor the Developer shall be personally liable to the Unit Owners for any mistake of judgment or for any other acts or omissions of any nature whatsoever as such directors, Board, officers, or Developer, except for any acts or omissions found by a court to constitute gross negligence or fraud. The Unit Owners shall indemnify and hold harmless each of the directors, Board, officers, or Developer, and their respective heirs, personal and legal representatives, successors and assigns in accordance with, and as provided in, the Articles of Incorporation of the Association and Bylaws.

6. Interest of Association in Common Elements. Ownership of the Common Elements shall be vested in the Association.

7. Board's Determination Binding. In the event of any dispute or disagreement between any Unit Owners relating to the Property, or any questions of interrelation or application of the provisions of the Declaration or Bylaws, the determination thereof by the Board shall be final and binding on each and all such Unit Owners.

PARAGRAPH VI
OWNERSHIP INTERESTS IN THE ASSOCIATION

Subject to the provisions concerning voting rights hereinabove contained, each Unit shall be allocated an equal percentage ownership in the Association. The percentages of ownership interests shall remain constant unless hereafter changed by recorded amendment to this Declaration consented to in writing by the Unit Owners, in accordance with the requirements hereinafter contained. Said ownership interest shall be an undivided interest, and the undivided membership interests in the Association shall be owned by the Unit Owners as tenants in common in accordance with their respective percentages of ownership. The ownership of each Unit shall not be conveyed separate from the percentage of ownership in the Association corresponding to said Unit. The undivided percentage of ownership in the Association corresponding to any Unit shall be deemed conveyed or encumbered with that Unit, even though the legal description in the instrument conveying or encumbering said Unit may refer only to the fee title to that Unit.

PARAGRAPH VII
USE OF COMMON ELEMENTS

Except as hereinafter set forth, each Unit Owner shall have the right to use the Common Elements, except the Limited Common Elements, in common with all other Unit Owners, as may be required for the purposes of access, ingress to, egress from, use, occupancy and enjoyment of the respective Unit owned by such Unit Owner. Such right to use the Common Elements shall extend to each Unit Owner, and such Owner's agents, servants, tenants, family members, customers, invitees and licensees. However, each Unit Owner shall have the right to the exclusive use and possession of the Private Elements attributable to the Unit and the right to exclusive use of the Limited Common Elements contiguous to and serving such Unit alone. Such rights to use the Common Elements shall be subject to and governed by the provisions of the Act, Declaration, Bylaws and any rules and regulations established by the Association.

PARAGRAPH VIII
ASSESSMENTS

1. Common Expenses. Except as specifically provided otherwise herein, each Unit Owner shall pay an equal share of the expenses of the administration and operation of the Common Elements and of any other expenses incurred in conformance with the Declaration and Bylaws (which expenses are herein sometimes referred to as "common expenses"), including, but not limited to, the maintenance and repair thereof and any and all replacements and additions thereto. Payment of common expenses, including any prepayment thereof required by any contract for a sale of a Unit, shall be in such amounts and at such times as determined in the manner provided in the Bylaws. No Unit Owner

shall be exempt from payment of such Unit Owner's proportionate share of the common expenses by waiver or non-use of enjoyment of the Common Elements, or by abandonment of such Owner's Unit. If any Unit Owner shall fail or refuse to make any such payment of the common expenses when due, the amount thereof, together with interest thereon at the rate of ten percent (10%) per annum, after said common expenses become due and payable, shall constitute a lien on the interest of such Unit Owner in the Unit as provided in the Act. Each assessment for common expenses against a Unit shall also be the personal obligation of the Unit Owner at the time the assessment is due. A successor in title to a Unit shall not be personally obligated to pay any unpaid assessments for common expenses which have been levied against a Unit unless such successor in title expressly assumes the payment of the same, provided, however, any lien encumbering a Unit as above described shall not be affected by transfer of a Unit.

The Developer shall not be required to expend from its own funds any sums of money for maintenance, improvements, or any other expenses of the administration of the Common Elements, and no Unit owned by the Developer shall be assessed for common expenses, or otherwise, until such time as construction of such Unit is completed and occupied by a tenant of Developer, or is sold by the Developer.

2. Reserved.

3. Deed of Trust Protection. The Lien for common expenses payable by a Unit Owner shall be subordinate to the lien of a recorded deed of trust on the interest of such Unit Owner, except for the amount of the proportionate share of common expenses which become due and payable from and after the date on which the beneficiary thereunder either takes possession of the Unit encumbered thereby, accepts a conveyance of any interest therein (other than as security) or forecloses on its deed of trust.

4. Reserved.

PARAGRAPH IX
DEVELOPMENT RIGHTS AND SPECIAL DECLARANT RIGHTS RESERVED

1. Development Rights Reserved to Declarant.

Declarant shall have the following Development Rights:

A) Reserved.

B) The right to create Units, Common Elements and Limited Common Elements within the Condominium provided that in exercising such right, Declarant shall comply with the applicable provisions of the Act.

C) The right to allocate Limited Common Elements and expenses thereof to specific Units other than those Limited Common Elements specifically identified in Paragraph I hereof under the definition of Unit.

D) Reserved.

E) Reserved.

F) The right to withdraw Real estate from the Condominium.

The exercise of any of the aforesaid Development Rights shall be in compliance with all applicable provisions of the Act.

2. Special Declarant Rights Reserved.

Declarant shall have the following Special Declarant Rights:

A) The right to complete improvements indicated on plats and plans filed with the Declaration and in accordance with the Act.

B) The right to exercise any of the Development Rights as hereinabove stated.

C) The right to maintain sales offices, management offices, signs advertising the Condominium, and sales models pursuant to the Act.

D) The right to use easements through the common elements for the purpose of making improvements within the Condominium or within real estate which may be added to the Condominium pursuant to the Act.

E) Reserved.

F) Reserved.

G) The right to appoint or remove any officer of the Association or any member of the Board of Directors during any period of Declarant Control as hereinafter stated.

The exercise of any of the aforesaid Special Declarant Rights shall be in compliance with all applicable provisions of the Act.

PARAGRAPH X
DECLARANT CONTROL PERIOD

The right of the Declarant in Paragraph IX 2(G) of this Declaration to appoint or remove any officer of the Association or any member of the Board of Directors (the "Declarant Control Period") shall continue in favor of the Declarant as long as Declarant owns at least one (1) of the Units; provided, however, such Declarant Control Period may terminate sooner under the provisions of T.C.A. § 66-27-403 (c)(1) and (d) of the Act, incorporated herein by reference.

PARAGRAPH XI
PARTITION OR DIVISION PROHIBITED

The common and/or limited common areas and facilities shall remain undivided and no Unit Owner shall bring any action for partition or division.

The undivided interest in the common areas and facilities shall not be separated from the Unit to which it appertains and shall be deemed conveyed or encumbered with the Unit even though such interest is not expressly mentioned or described in the conveyance or other instrument.

PARAGRAPH XII
COMPLIANCE

Each Unit Owner shall comply with the provisions of this Declaration, the Bylaws, decisions, and resolutions of the Association or its representatives as lawfully amended from time to time, and failure to comply with any such provisions, decisions, or resolutions, shall be grounds for an action to recover sums due for damages, or for injunctive relief.

PARAGRAPH XIII
WAIVER OF USE PROHIBITED

No Unit Owner may exempt himself from liability for his contribution toward the common expenses by waiver of the use or enjoyment of any of the common areas and facilities or by the abandonment of his Unit.

PARAGRAPH XIV
PERSONS AND CONVEYANCES SUBJECT HERETO

All present or future Unit Owners, tenants, future tenants, or any other person that might use the facilities of the project in any manner, are subject to the provisions of this Declaration and the mere acquisition or rental of any of the Units of the project or the mere act of occupancy of any of said Units shall signify that the provisions of this Declaration are accepted and ratified.

Any sale or lease of any Unit shall be subject to the terms and conditions of the Declaration and Bylaws.

PARAGRAPH XV
DESTRUCTION AND REPAIR

If the Property subject to the plan of condominium ownership is totally or substantially damaged or destroyed, then the repair, reconstruction, or disposition of the Property shall be the responsibility of the Unit Owner.

PARAGRAPH XVI
LIEN FOR ASSESSMENTS

Where a mortgagee or other purchaser of a Unit obtains title by reason of foreclosure, such acquirer of title, his successors, or assigns, shall not be liable for assessments by the Association which became due prior to the acquisition of title by such acquirer, it being understood, however, that the above shall not be construed to prevent the Association from filing and claiming liens for such assessments and enforcing same as provided by law, and that subject to Paragraph VIII, such assessment liens shall be subordinate to such mortgage.

PARAGRAPH XVII
INSURANCE AND DAMAGE

The Unit Owners may obtain insurance for the Property, including the Units, Private Elements, Limited Common Elements, and the Common Elements, including the additions within, improvements to and decorating of the Units by the Unit Owners, against loss or damage by fire, vandalism, malicious mischief and such other hazards as are covered under standard extended coverage provisions for the full insurable replacement cost of the Limited Common Elements, the Common Elements, and the Buildings in the Association.

The Board shall not be responsible for the repair, replacement or restoration of any damage whatsoever to any Unit, the Limited Common Elements, or the Common Elements.

The Board shall also have authority to and may obtain such insurance as it deems desirable, in such amounts, from such sources and in such forms as it deems desirable, insuring the Property and each member of the Board and officers of the Association, and members of any committee appointed pursuant to the Bylaws of the Association from liability arising from the fact that said person is or was a director or officer of the Association, or a member of such a committee.

Each Unit Owner shall also be responsible for obtaining his own insurance on the contents of such owner's Unit, as well as additions and improvements thereto, decorations, furnishings and personal property therein; and personal property stored elsewhere on the Property.

ARTICLE XVIII
MAINTENANCE, REPAIRS, AND REPLACEMENT

1. Obligations of Unit Owners. Each Unit Owner, at such Owner's expense, shall furnish and be responsible for all maintenance of, repairs to and replacements within the interior of such Owner's Unit, including plumbing, pipes, wiring, appliances, and structural components of the Unit. In addition each Unit Owner shall be responsible for any porch, deck and/or balcony which is a part of their Unit and all exterior glass, windows, including storm windows, screens, and doors, including storm doors. Each Unit Owner shall also be responsible for the expenses for the maintenance, repair or replacement of Private Elements, the Limited Common Elements, and the Common Elements that are appurtenant to the Unit.

2. Obligations of Association. The Association shall not be responsible for maintenance of repairs or replacements to the Units, the Limited Common Elements, or the common Elements.

3. Loss Attributable to Unit Owner. Notwithstanding the foregoing, if, due to the act or neglect of a Unit Owner, or the agent, servant, tenant, family member, invitee, licensee or household pet thereof, damage shall be caused to the Common Elements or to a Unit or Units owned by others, or maintenance, repair or replacement are required which would otherwise be a common expense, then such Unit Owner shall pay for such damage or such maintenance, repair and replacements, as may be determined by the Association, to the extent not covered by the Association's insurance or sufficient proceeds are not collected from the insurance carrier.

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

ARTICLE XIX
ALTERATIONS, ADDITIONS OR IMPROVEMENTS

Any Unit Owner may make alterations, additions or improvements within the Unit of the Unit Owner without the prior written approval of the Board, but such Unit Owner shall be responsible for any damage to other Units, the Common Elements, the Private Elements, the Property, or any part thereof, resulting from such alterations, additions or improvements.

ARTICLE XX
ENCROACHMENTS AND EASEMENTS

If any portions of the Common Elements shall actually encroach upon any Unit or Private Elements, or if any Unit or Private Elements shall actually encroach upon any portions of the Common Elements, or if any Unit or Private Elements shall actually encroach upon another Unit or Private Elements, as the Common Elements, Units and Private Elements are shown by the Plat, there shall be deemed to be mutual easements in favor of the owners of the Common Elements and the respective Unit Owners involved, to the extent of such encroachments, so long as the same shall exist. The Association shall have the right to 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.

ARTICLE XXI
AMENDMENTS

1. Reserved.

2. Other Amendments. Except as specifically stated elsewhere herein, and except for this Section, any provisions of this Declaration may be changed, modified or rescinded by an instrument in writing, setting forth such change, modification, or rescission, signed and acknowledged by all Unit Owners, provided, however, that all lien holders of record have been notified by certified mail of such change, modification or rescission, and an affidavit by the secretary of the Association certifying that notice of the change to this Declaration has been mailed by certified mail to all lien holders.

However, if the Act, the Declaration, or the Bylaws require the consent or agreement of all Unit Owners or of all lien holders for any action specified in the Act or in this Declaration, then any instrument changing, modifying, or rescinding any provision of this Declaration with respect to such action shall be signed by all Unit Owners or all lien holders or rescission, whether accomplished under the provisions of the preceding paragraph, shall be effective upon recording of such instrument in the Register's Office for Davidson County, Tennessee; provided, however, that no provision in this Declaration may be changed, modified, or rescinded so as to conflict with the provisions of the Act.

Notwithstanding the preceding amendment requirements, the Declarant shall have the authority to amend this Declaration during the three (3) years following recordation of this Declaration or until all of the Units in the development have been deeded from Declarant, whichever first occurs.

ARTICLE XXII
MISCELLANEOUS PROVISIONS

1. Remedies. In the event of any violation of the provisions of the Act, Declaration, Bylaws or rules and regulations of the Board or Association by any Unit Owner (either by the Unit Owner's own conduct or by the conduct of any other Occupant of such Owner's Unit) the Association, or its successors or assigns, or the Board, or its agent, shall have each and all of the rights and remedies which may be provided for in the Act, Declaration, Bylaws, or said rules and regulations, or which may be available at law or in equity, and may prosecute an action or other proceeding against such defaulting Unit Owner and/or others for enforcement of any lien and the appointment of a receiver for the Unit and ownership interest of such Unit Owner, or for damages or injunction or specific performance, or for judgment for payment of money and collection thereof, or the right to sell the Unit through judicial process as provided hereinbefore, or for any combination of remedies, or for any other relief all expenses of the Board in connection with any such actions or proceedings, including court costs and attorneys' fees and other fees and expenses and all damages, liquidated or otherwise, together with interest thereon at the rate of ten percent (10%) per annum until paid, shall be charged to and assessed against such defaulting Unit Owner, and shall be added to and deemed part of such Owner's respective share of the common expenses, and the Board shall have a lien for all of the same, as well as for nonpayment of the Unit Owner's

respective share of the common expenses, upon the Unit and ownership interest in the Association of such defaulting Unit Owner and upon all of such Owner's additions and improvements thereto and upon all of such Owner's personal property in such Owner's Unit or located elsewhere on the Property, provided, however, that such lien shall subordinate to the lien of a recorded deed of trust on the interest of such Unit Owner, except for the amount of the proportionate share of said common expenses which become due and payable from and after the date on which the said deed of trust beneficiary either takes possession of the Unit, accepts a conveyance of any interest therein (other than as a security) or files suit to foreclose its deed of trust. In the event of any such default by any Unit Owner, the Board and the manager or Managing Agent, if so authorized by the Board, shall have the authority to correct such default, and to do whatever may be necessary for such purpose and all expenses in connection therewith shall be charged to and assessed against such defaulting Unit Owner. Any and all such rights and remedies may be exercised at any time and from time to time, cumulatively or otherwise, by the Board. This paragraph shall not be amended, changed, modified or rescinded without the prior consent of all holders of record of deeds of trust against Units.

The violation of any restriction or condition or regulation adopted by the Board or the breach of any covenant or provision herein contained, shall give the Board the right, in addition to any other rights provided for in this Declaration: (a) to enter either peaceably or forcibly without liability to such Unit Owner for such entry) upon the Unit, or any portion of the Property upon which, or as to which such violation or breach) exists and to summarily abate and remove, at the expense of the defaulting Unit Owner, any structure, thing or condition that may exist thereon contrary to the intent and meaning of the provisions hereof, and the Board, or its employees or agents, shall not thereby be deemed guilty in any manner of trespass; or (b) to enjoin, abate or remedy by appropriate legal proceedings, either at law or in equity, the continuance of any breach; or (c) to take possession (either peaceably or forcibly without liability to such Unit Owner for such entry) of such Unit Owner's interest in the Property and to maintain an action for possession of such Unit in the manner provided by law.

If any Unit Owner (either by such Owner's conduct or by the conduct of any other occupant of his Unit) shall violate the Act, or any of the covenants or restrictions or provisions of this Declaration or the regulations adopted by the Board, and if such default or violation shall continue for fifteen (15) days after notice to the Unit Owner in writing from the Board, or shall occur repeatedly during any fifteen (15) day period after such written notice or request to cure such violation from the Board, then the Board shall have the power to issue to said defaulting Owner a notice in writing terminating the rights of the said defaulting Owner to continue as a Unit Owner and to continue to occupy, use or control such Owner's Unit, and thereupon an action in equity may be filed by the Board against said defaulting Owner for a decree of mandatory injunction against such defaulting Owner or Occupant, or in the alternative, for a decree declaring the termination of said defaulting Owner's right to occupy, use or control the Unit owned by him on account of said violation, and ordering that all the right, title and interest of said

defaulting Owner in the Property shall be sold (subject to any existing deed of trust) at a judicial sale upon such notice and terms as the court shall determine, except that the court shall enjoin and restrain the said defaulting Owner from reacquiring such Owners interest at such judicial sale. The proceeds of any such judicial sale shall first be paid to discharge court costs, court reporter charges, reasonable attorneys' fees and all other expenses of the proceeding and sale, and all such items shall be taxed against said defaulting Owner in said decree. Any balance of proceeds, after satisfaction of such charges and any unpaid assessments hereunder or any liens, shall be paid to said defaulting Owner. Upon the confirmation of such sale, the purchaser shall thereupon be entitled to a deed to the Unit and the Unit Owner's corresponding percentage of ownership in the Common Elements, and to immediate possession of the Unit sold and may apply to the court for a writ of assistance for the purpose of acquiring such possession, and it shall be a condition of any such sale, and the decree shall so provide that the purchaser shall take the interest in the Unit ownership sold subject to this Declaration.

In addition to the other remedies provided for herein, in the event of a default by a Unit Owner in the payment of such Unit Owner's respective share of the common expenses which default continues for a period of fifteen (15) days, the Board shall have the power and authority to place such Unit Owner's name on a list of delinquent Unit Owners, which list may be posted at a place designated by the Board for notices. Any aggrieved Unit Owner shall also have all rights of action available in law or equity should another Unit Owner, or the Association, fail to comply with the requirements of the Declaration, Bylaws, or rules and regulations of the Association.

2. Severability. If any provision of the Declaration or Bylaws, or any section, sentence, clause, phrase, word, or the application thereof in any circumstance, is held invalid, the validity of the remainder of this Declaration and the Bylaws and of the application of any such provision, section, sentence, clause, phrase, or word in any other circumstances shall not be affected thereby and the remainder of this Declaration or the Bylaws shall be construed as if such invalid part was never included therein.

3. Captions, Number, and Gender. The captions used herein are for reference purposes only and shall not limit or broaden the meaning of any section. When used herein, the singular shall include the plural, the plural the singular, and the use of one gender shall apply to any gender.

DECLARANT:

LUEHRSEN CONSTRUCTION, LLC

By: _____
Paul Luehrsen, Chief Manager

STATE OF TENNESSEE

COUNTY OF DAVIDSON

Before me, the undersigned authority of the state and county mentioned, personally appeared **PAUL LUEHRSEN,** 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 Chief Manager of Luehrsen Construction, LLC, the within named bargainor, a limited liability company, and that as such Chief Manager executed the foregoing instrument for the purpose therein contained, by personally signing the name of the limited liability company.

Witness my hand and seal this 12 day of OCTOBER, 2011.

_____
Notary Public

My Commission Expires:
MAY 5, 2015

THOMAS NESBITT, JR
STATE OF TENNESSEE NOTARY PUBLIC
DAVIDSON COUNTY

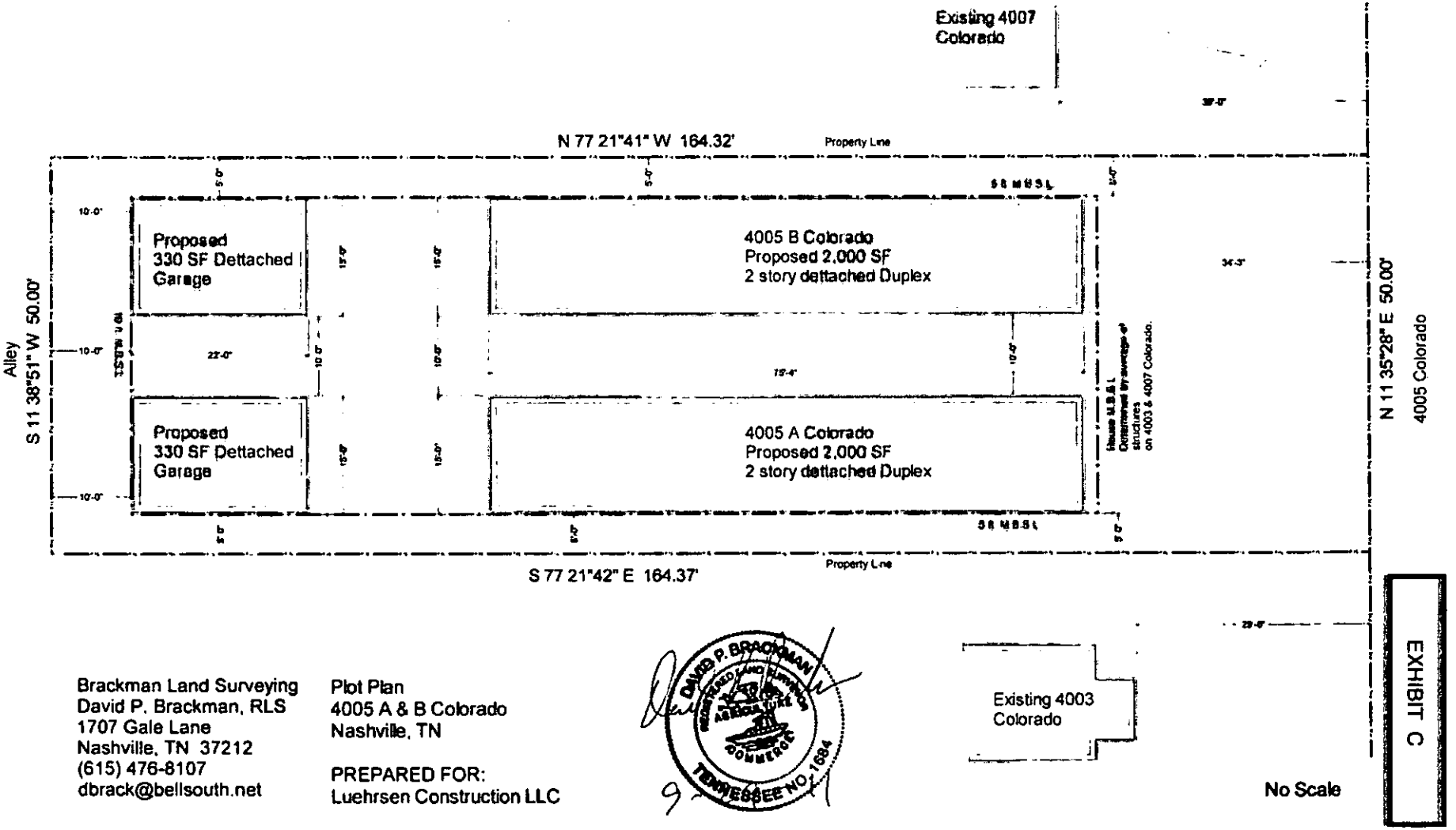
EXHIBIT A

Land in Davidson County, Tennessee, being Lot No. 17A on the Plan of Re-subdivision of Lot 17 West End Annex, of record in Book 4470, page 100, Register's Office, Davidson County, Tennessee.

Said Lot 17A fronts 50 feet on the southerly side of Colorado Avenue and extends back 167.15 feet on the westerly line and 165.73 feet on the easterly line to an alley, measuring 50 feet thereon.

EXHIBIT B

To be supplied.



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Brackman Land Surveying
David P. Brackman, RLS
1707 Gale Lane
Nashville, TN 37212
(615) 476-8107
dbrack@bellsouth.net

Plot Plan
4005 A & B Colorado
Nashville, TN

PREPARED FOR:
Luehrsen Construction LLC

DAVID P. BRACKMAN
REGISTERED LAND SURVEYOR
TENNESSEE NO. 1684