This Instrument is prepared by:
W. Aaron Fortner
12 Cadillac Drive, Suite 450
Brentwood, TN 37027

BILL GARRETT, Davidson County
Trans:T20110066048 DEEDMAST
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MASTER DEED
OF
1206 SIGLER STREET TOWNHOMES,
A HORIZONTAL PROPERTY REGIME WITH PRIVATE ELEMENTS

THIS MASTER DEED, made and entered into by W. Aaron Fortner, hereinafter referred to as the "Declarant".

ARTICLE I
SUBMISSION; TWO SEPARATELY TAXABLE AND ALIENABLE DWELLINGS;
DEFINED TERMS; NOT A CONDOMINIUM

Section 1.1. Submission of Real Estate. The Declarant is the owner of certain real property located in the County of Davidson, State of Tennessee, and described on **Exhibit A** attached hereto, (the "Property"). The Declarant intends to and does hereby submit the above-described Property together with all buildings, structures, improvements and other permanent fixtures of whatsoever kind thereon, and all rights and privileges belonging or in any way pertaining thereto to the provisions of the **Tennessee Horizontal Property Act, Tenn. Code Ann. § 67-27-101 et seq.** (the "Act"), for the express purpose of establishing thereon a horizontal property regime with private elements to be known as "**1206 Sigler Street Townhomes**". The Declarant further desires to establish said horizontal property regime for its own benefit and for the mutual benefit of all future owners or occupants of the Property, herein described, or any part thereof; and intends that all future owners, occupants, mortgagees, and any other persons hereinafter acquiring any interest in the real estate, shall hold such interest subject to certain rights, easements and privileges in, over and upon the Property and certain mutually beneficial restrictions and obligations with respect to the proper use, conduct and maintenance thereof; as hereinafter set forth, all of which are declared to be in furtherance of a plan to promote and protect the cooperative aspects of residence on the Property, and are established for the purpose of enhancing the value, desirability and attractiveness of the Property. See **EXHIBIT C**, hereto attached, for the required Attorney's Certificate.

Section 1.2. Two Separate Dwellings. It is the intent of the Declarant that it be established that the two attached dwelling Units constructed on the Property be separately taxable and alienable residential dwellings. More specifically, it is the Declarant's intent that by the filing of this Master Deed the improvement existing on the Property be divided by the Davidson County Assessor into two separately taxed parcels, and that thereafter the two Units may be sold or transferred to and owned by two separate owners or groups of owners.

Section 1.3. Defined Terms. Each capitalized term not otherwise defined in this Declaration shall have the meanings specified or used in the Act.

Section 1.4. Not a Condominium. The Declarant specifically states that the intention of this Master Deed is not to create a Condominium, as set out in Tenn. Code Ann § 67-27-201 et seq., but rather a Horizontal Property Regime with Private Elements as set out in the Tennessee Horizontal Property Act, Tenn. Code Ann. § 67-27-101 et seq.

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

Section 2.1. Names.

(a) Declaration. This MASTER DEED OF 1206 SIGLER STREET TOWNHOMES, A HORIZONTAL PROPERTY REGIME WITH PRIVATE ELEMENTS, may hereinafter be referred to as "Master Deed" or "Declaration".

(b) Development. The name of the Development shall be "1206 Sigler Street Townhomes", a horizontal property regime with private elements, and includes the Real Estate and all improvements thereon.

(c) Association. The name of the Association is "1206 Sigler Street Townhomes Homeowners' Association", an unincorporated association, which has or will be formed, to be managed by the owners of the Units.

Section 2.2. Real Estate. The Development is located in Davidson County, Tennessee. The Real Estate of the Development is described in **Exhibit A,** which is attached hereto and incorporated herein by reference. There are two dwelling units currently constructed on the Real Estate which have a form and style which is commonly referred to and known as "townhomes", and which are attached by a common outside wall and roof, but which are otherwise separate regarding all entrances, utilities, and the like. The two Units shall be separately taxable and alienable. The Real Estate consists of all such lands and improvements. It is sometimes referred to herein as "the Property".

Section 2.3. Plat. The Plat attached hereto as **Exhibit B** is made a part of this Declaration for the purpose of describing the Development, the Real Estate, and the Units.

ARTICLE III
THE ASSOCIATION

Section 3.1. Authority. The business affairs regarding any Common Elements of the Development shall be managed by the Association. The Association shall be governed in accordance with its Bylaws, as established and 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 regarding any Common Elements of the Development, other than those matters designated as being the responsibility of the owner of an individual Unit, as set out herein, so long as the Act does not provide to the contrary.

ARTICLE IV
UNITS

Section 4.1. Identification of Units. "Unit" means the residential structures designated and referred to as "Private Element Unit A" and "Private Element Unit B" on **Exhibit B**, which is attached hereto and incorporated herein by reference, located on the Real Estate and having direct access to the Common Elements. Each Unit shall be subject to fee simple ownership and exclusive use by the owner thereof. The identification numbers, location, and extent of each Unit are as shown on said **Exhibit B**.

Section 4.2. Unit Boundaries. The boundaries of each Unit are located as shown on the Plat. Each Unit is more particularly described as an attached building, together with the land located under said 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 or the Limited Common Element associated with each Unit.

ARTICLE V
COMMON ELEMENTS; LIMITED COMMON ELEMENTS

Section 5.1. Common Elements. "Common Elements" means:

(a) The Real Estate in fee simple, except as included in the Private Elements.

(b) All other devices or installations existing for common use, and all other elements of the structures erected upon the Property which are rationally of common use or necessary to their existence, upkeep and safety.

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. Limited Common Elements include, but are not necessarily limited to utility services, lawns, landscaping, sidewalks, and concrete drives existing or established on the Limited Common Element associated with a Unit, and serving or benefitting only that Unit. Specifically, as depicted in **Exhibit B**, attached hereto, Limited Common Element Unit A is for the exclusive use of Private Element Unit A, and Limited Common Element Unit B is for the exclusive use of Private Element Unit B.

ARTICLE VI
MAINTENANCE, REPAIR AND REPLACEMENT

Section 6.1. Limited Common Elements. The Owner of a Unit to which the Limited Common Elements described herein or in Exhibit B are allocated shall maintain, repair, and replace those Limited Common Elements as needed as to matters pertaining only to that Unit. This shall include, but not necessarily be limited to, maintenance of the lawn and landscaping, deck, sidewalks, and Concrete Drive entirely within the boundaries of the Limited Common Element associated with said Unit.

Section 6.2. Expense Allocation Regarding Limited Common Elements. Any expense associated with the maintenance, repair or replacement of a Limited Common Element as set forth in Section 6.1 shall be paid for by the owner of the Unit concerned.

Section 6.3. Common Elements other than Limited Common Elements. In the event that repair, maintenance, or replacement of any element that serves both Units shall become reasonably necessary for the protection of both Units, then such expenses shall be approved by the Association, and expenses related thereto shall be shared and paid by the owners of both Units equally. Such expenses are referred to as Common Expenses. Such Elements may include, but not necessarily be limited to, the roofs of the Units where they join, or the wall that adjoins the Units.

ARTICLE VII
DEVELOPMENT RIGHTS

Section 7.1 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 or persons other than the Declarant.

ARTICLE VIII:
ALLOCATED INTERESTS

Section 8.1. The undivided interest in the Common Elements and the Common Expenses are allocated to the Association, and may be done so by separate deed, if deemed necessary. Voting rights in the Association are allocated equally to the owners of each Unit, with each such owner having a single vote.

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 Development 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 Development.

(c) 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 Development.

(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 an initial 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 recorded easements and licenses actually known to Declarant to which the Development is presently subject are depicted on the Plat.

Section 10.2. Implied Easements. There shall be an implied easement for each Unit owner to establish, maintain, service, and repair any utility service for the benefit of the Unit upon or across the Limited Common Element of the other Unit, in the event that such a service or associated equipment exists now or must later be established. In the event that such easement is used, the Unit owner benefitted by such service must bear the expense and responsibility to reasonably repair the Limited Common Element of the other Unit in the event that damage occurs as the result of such use of the Implied Easement.

ARTICLE XI
RIGHTS OF MORTGAGEES

Section 11.1. 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 planned unit developments, horizontal property regimes, 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 21st day of October, 2011:

W. Aaron Fortner

STATE OF TENNESSEE)
)
COUNTY OF WILLIAMSON)

Personally appeared before me, the undersigned, a Notary Public in and for said county and state, the within named W. Aaron Fortner, with whom I am personally acquainted, and who acknowledged that he executed the within instrument in the capacity and for the purposes therein contained. Witness my hand this 21st day of October, 2011:

Notary Public

My Commission Expires: 7-22-14

AMY FREDRICKSON
STATE OF TENNESSEE NOTARY PUBLIC
COUNTY OF WILLIAMSON

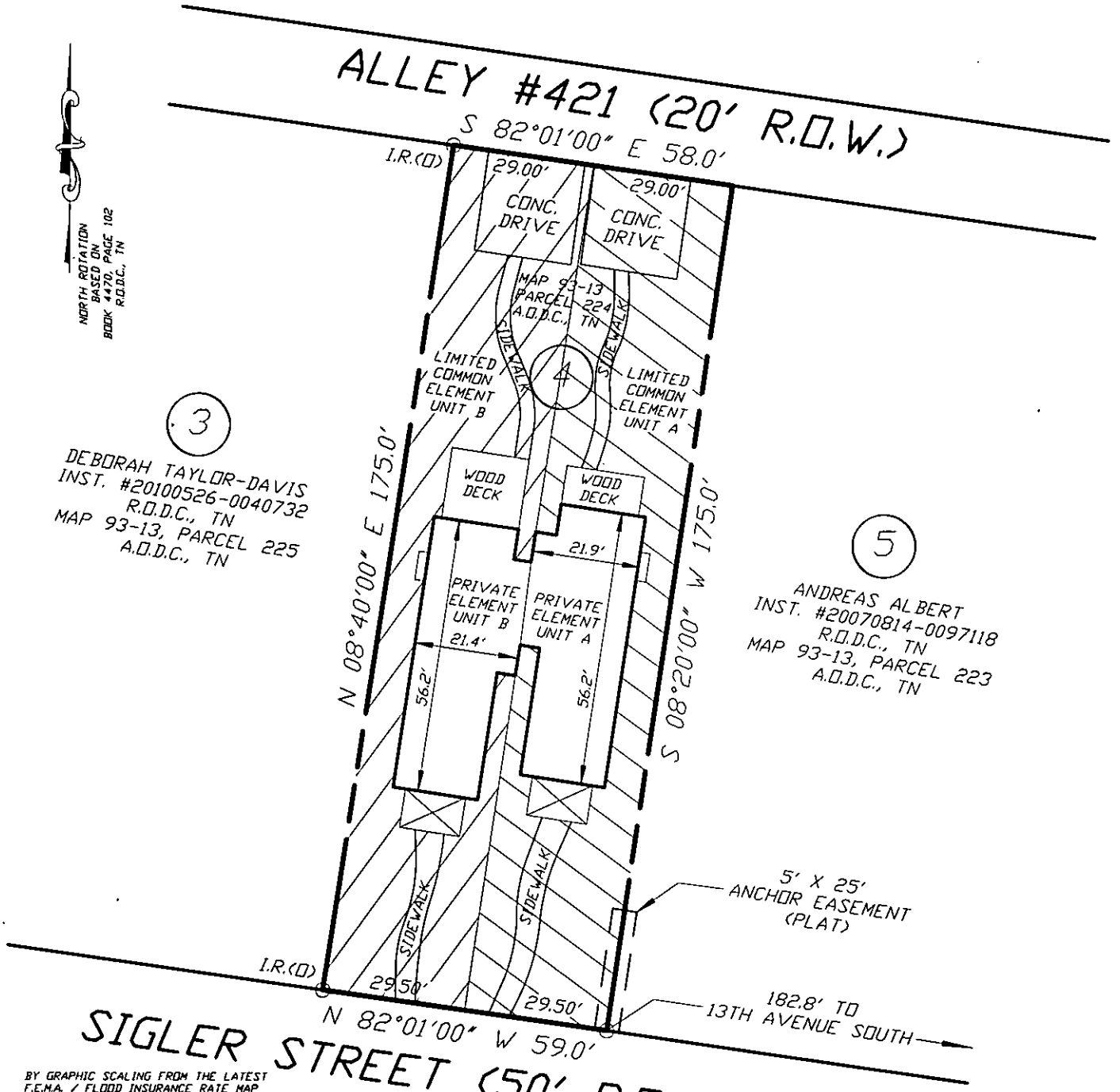
EXHIBIT A

Land in Davidson County, Tennessee, being Lot No. 4 on the Plan of Sigler Addition, being a Resubdivision of Lots 12 & 13 and a part of Lot 86, as of record in Book 4470, page 102, Register's Office for Davidson County, Tennessee, to which plan reference is hereby made for a more complete description.

Being the same property conveyed to W. Aaron Fortner by Artimas L. Worthy, by Warranty Deed executed September 20, 2007, and filed of record at Instrument No. 20070924-0113528, Davidson County Register of Deeds.

The property is currently taxed under Tax ID # 93-13-224

EXHIBIT B



BY GRAPHIC SCALING FROM THE LATEST F.E.M.A. / FLOOD INSURANCE RATE MAP THIS PROPERTY IS NOT LOCATED IN A F.E.M.A. / F.I.R.M SPECIAL FLOOD HAZARD AREA PROPERTY IS LOCATED IN ZONE "X" UNSHADED MAP 470040 PANEL 0218 F EFFECTIVE DATE = 4-20-01

THIS SURVEY WAS PREPARED FROM THE LATEST RECORDED DEED DESCRIPTION. THIS SURVEY IS SUBJECT TO THE FINDINGS OF A CURRENT TITLE EXAMINATION. NO TITLE REPORT WAS FURNISHED PRIOR TO THE SURVEY.

UTILITIES SHOWN WERE TAKEN FROM PUBLIC AS-BUILT RECORDS & FIELD LOCATION. THERE MAY BE UTILITIES OR EASEMENTS PRESENT THAT ARE NOT SHOWN ON THIS SURVEY. CONTACT THE TENNESSEE ONE CALL SYSTEM PRIOR TO ANY CONSTRUCTION OR DIGGING.

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

THIS EXHIBIT WAS DONE UNDER THE AUTHORITY OF TCA 62-18-126 AND IS NOT A GENERAL PROPERTY SURVEY AS DEFINED UNDER RULE 0820-3-.07, CHAPTER 0820-3 STANDARDS OF PRACTICE, RULES OF THE TENNESSEE BOARD OF EXAMINERS FOR LAND SURVEYORS.

JOHN ALAN HOOD TN. R.L.S.#1838



30' 0 30' 60'
GRAPHIC SCALE (IN FEET)
1"- 30'

EXHIBIT MAP OF LOT 4, PLAN OF SIGLER ADDITION BOOK 4470, PAGE 102, R.O.D.C., TN PROPERTY LOCATED IN THE 19TH COUNCIL DISTRICT OF NASHVILLE, DAVIDSON COUNTY TENNESSEE ON THE NORTHERLY MARGIN OF SIGLER STREET, 183' WEST OF 13TH AVENUE SOUTH
PROPERTY ADDRESS:
1206 A & B SIGLER STREET, NASHVILLE, TN., 37203
DEED REFERENCE:
INST. #20070924-0113528
R.O.D.C., TN.
PROPERTY MAP 93-13
PARCEL 224 A.O.D.C., TN.
DATE : 8-2-11
SCALE : 1"=30'

This Instrument is prepared by:
W. Aaron Fortner
Attorney at Law
c/o 12 Cadillac Drive, Suite 450
Brentwood, TN 37027

EXHIBIT C

ATTORNEY'S CERTIFICATE

This document is intended to serve as the attorney's opinion which is required under the terms of Tennessee Code Annotated, § 66-27-103. The undersigned, W. Aaron Fortner, 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, Tennessee Code Annotated, Section 66-27-101 et seq., will have been met:

1. MASTER DEED OF 1206 SIGLER STREET TOWNHOMES, A HORIZONTAL PROPERTY REGIME WITH PRIVATE ELEMENTS ("The Master Deed"), filed simultaneously herewith; and

2. Plat for the development, attached as Exhibit B to The Master Deed; and

3. By-laws and rules, as set out in the Master Deed and to be revised as needed; and

4. Charter for 1206 Sigler Street Townhomes Homeowners' Association, to be filed.

Witness my hand this 21st day of October, 2011:

W. Aaron Fortner, Attorney at Law

STATE OF TENNESSEE)
)
COUNTY OF WILLIAMSON)

Personally appeared before me, the undersigned, a Notary Public in and for said county and state, the within named W. Aaron Fortner, with whom I am personally acquainted, and who acknowledged that he executed the within instrument in the capacity and for the purposes therein contained. Witness my hand this 21st day of October, 2011:

Notary Public

My Commission Expires: 7-22-14

AMY FREDRICKSON
STATE OF TENNESSEE NOTARY PUBLIC
COUNTY OF WILLIAMSON