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THIS INSTRUMENT PREPARED BY:
A/E Construction, Inc.
102 Woodmont Blvd, Suite 200
Nashville, Tennessee 37209

MASTER DEED ESTABLISHING A HORIZONTAL PROPERTY REGIME FOR VALLEY BROOK BROWNSTONES WITH PRIVATE ELEMENT

THIS MASTER DEED is made this 30th day of May, 2012, by VALLEY BROOK PARTNERS TWO, a Tennessee general partnership, its successors or assigns, wherein the Developer makes the following declarations and submissions.

1. PURPOSE. The purpose of this Master Deed is to submit the land described in Paragraph 3, and the improvements thereon to the regime established by Chapter 27 of Title 66 of Tennessee Code Annotated, thereby establishing a horizontal property regime.

2. NAME AND ADDRESS. The name by which this horizontal property regime with private elements is to be identified is VALLEY BROOK Brownstones and it is located at 2712 VALLEY BROOK PLACE (Unit A) and 3710 Hilldale Drive (Unit B), Nashville, Tennessee 37215

3. SUBMISSION OF THE PROPERTY. The Developer hereby submits the Following described property together with the buildings and improvements thereon, owned by the Developer in fee simple absolute, to the provisions of Chapter 27 of Title 66 Tennessee Code Annotated, hereby establishing a horizontal property regime. The property and the location of the units are described as follows:

SEE ATTACHED EXHIBIT "A"

4. LAND INCLUDED IN PROPERTY. The land included in the property is also described in Exhibit "A" hereto which is made a part hereof by reference. Said land will sometimes be referred to as the "Property." The fee simple absolute title in such land is hereby vested in the horizontal property regime hereby established.

5. THE BUILDING AND GROUND AREA. The regime consists of two townhome units. The location of the aforesaid units is reflected on the Plan attached hereto as Exhibit "A". The ground area consists of a lawn and driveway serving each unit.

6. UNITS. Exhibit "A" shows the location of the townhome units and their respective townhome numbers. The word unit and townhome have the same meaning throughout this master deed and by-laws appended hereto, and are used interchangeably.

7. USE OF Brownstones. Each of the brownstones shall be used as a single Family residence only.

8. COMMON ELEMENTS AND LIMITED COMMON ELEMENTS.

(a) The common elements consist of the entire property, land and improvements.

(b) As to each unit the limited common elements shall consist of the entire Property, land and improvements (excluding supply lines and pipes for utility services), Extending from the common center line to the property boundary for the unit.

(c) The interest of each co-owner in the common elements is an equal one-half undivided interest.

9. ENCROACHMENTS. If any portion of the common element now encroaches upon any other townhome, or if any townhome now encroaches upon any other townhome or upon any portion of the common elements, as a result of the construction of a building or any building, or if any such encroachment shall occur hereafter as a result of settling or shifting, a valid easement for the encroachment and for the maintenance of the same so long as such building stands, shall exist. In the event such building, a brownstone, ,or any adjoining common element, shall be partially or totally destroyed as a result of fire or other casualty or as a result of condemnation or eminent domain proceedings, and then rebuilt, encroachments of parts of the common elements upon any townhome or of any townhome upon any other townhome or upon any portion of the common elements, due to such rebuilding, shall be permitted, and valid easements for such encroachments and the maintenance thereof shall exist so long as any such building shall stand.

10. BROWNSTONES SUBJECT TO MASTER DEED. BY-LAWS. AND RULES AND REGULATIONS. . All present and future co-owners and tenants of brownstones shall be subject to and shall comply with the provisions of this Master Deed, By-Laws, and Rules and Regulations appended hereto. The acceptance of a deed of conveyance, devise, inheritance or the entering into of a lease of an townhome or entering into occupancy of a townhome shall constitute an agreement that the provisions of this Master Deed, By-law provisions and Rules and Regulations are accepted and ratified by each co-owner and tenant, and all of such provisions shall be deemed and taken to be covenants running with the land and shall bind any person having at any time any interest or estate in such townhome, as though such provisions were recited and stipulated in full in each and every deed or lease thereof.

11. AMENDMENT. This Master Deed may be amended by a deed of amendment joined in by co-owners representing at least one hundred (100%) percent of the total then existing brownstones in the horizontal property regime, which deed shall be recorded in the Register's Office of Davidson County, Tennessee.

12. WAIVER. No provision contained in this Master Deed shall be deemed to have been abrogated or waived by reason of any failure to enforce it, regardless of the number of violations or breaches which may occur.

13. CAPTIONS. The captions herein are inserted only as a matter of convenience and for reference and neither define, limit or describe the scope of this Master Deed nor the intent of any provision hereof.

14. GENDER. The use of the masculine gender in this Master Deed shall be deemed to refer to the feminine gender and the singular shall be deemed to refer to the plural and visa versa, whenever the context so requires.

IN WITNESS WHEREOF, the parties, owners of the two units in said townhomes, have executed

this Master Deed with attached By-Laws and Exhibit A at Nashville, Davidson County, Tennessee, on the day and date first above written.

VALLEY BROOK PARTNERS TWO,
A Tennessee General Partnership

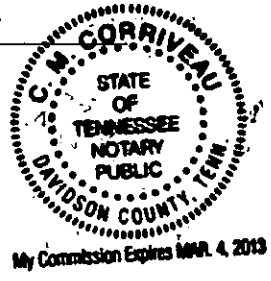
By: _____
Adam J. Epstein, Partner

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 ADAM J. EPSTEIN, with whom I am personally acquainted, (or proved to me on the basis of satisfactory evidence) and who, upon oath, acknowledged that he is a Partner of the VALLEY BROOK PARTNERS TWO, the within named bargainor, a general partnership, and that he as such Partner, being authorized to do so, executed the foregoing instrument for the purposes therein contained, by personally signing the name of the general partnership, by the said Adam J. Epstein, as its Partner.

WITNESS my hand and official seal at Nashville, Tennessee, this the day 30th of May, 2012.

_____
NOTARY PUBLIC



My Commission Expires: _____

RULES, REGULATIONS, BYLAWS, AND SCHEDULE OF PAYMENTS FOR THE VALLEY BROOK HOMEOWNERS ASSOCIATION

ARTICLE 1
OFFICES

Section 1.01 Principal Office. The property located at 2712 Valley Brook Place and 3710 Hilldale Drive (Unit B), Nashville, Tennessee 37215 has been submitted to the provisions of Chapter 27 of Title 66 of Tennessee Code Annotated by a Master Deed recorded in the Register's Office of Davidson County, Tennessee, simultaneously herewith, to which these By-Laws are appended to and recorded with, and shall hereinafter be known as VALLEY BROOK BROWNSTONES, hereinafter called the Brownstones. The Management Committee shall have full power and authority to change the principal office from one location to another by appropriate resolution.

Section 1.02 Place of Meetings. The Association may also have offices at such other places, within or without the State of Tennessee, as the Management Committee may from time to time designate, or as the business of the Association may require.

ARTICLE 2
MEETINGS OF MEMBERS

Section 2.01 Place of Meetings. Meetings of Members shall be held at any place within or without the State of Tennessee, designated by the Management Committee or by the written consent of all persons entitled to vote thereat. In the absence of any such designation, Members' meetings shall be held at the principal office of the Association. Any meeting is valid wherever held if held by the written consent of all persons entitled to vote thereat, given either before or after the meeting and filed with the Secretary of the Association.

Section 2.02 Annual Meeting. An annual meeting of the Members of the Association shall be held on the first Monday in January of each year (or if that be a legal holiday, then on the next business day) between the hours of 5:00 p.m. and 8:00 p.m., for the election of Managers and for the transaction of such other business as may be brought before the meeting.

Section 2.03 Special Meetings. Special meetings of the Members may be called on the order of the President or of a majority of the Management Committee, or upon the written request of Members holding twenty-six percent (26%) or more of the total votes of the Association. Business transacted at a special meeting shall be confined to the purposes stated in the notice for that meeting.

Section 2.04 Fixing Record Date. For the purpose of determining the Members entitled to notice of any meeting, or any adjournment thereof, or for the purpose of any other action, the

Management Committee shall fix in advance a date as the record date for such determination. Such date shall not be more than thirty (30) nor less than ten (10) days before the date of the meeting.

Section 2.05 Notice. Written or printed notice stating the place, date and hour of the meeting, and in the case of a special meeting, a statement in general terms of the purpose or purposes for which the meeting is called and the person or persons calling the meeting, shall be delivered either personally or by mail, by or at the direction of the President, Secretary, or other person calling the meeting to each Member entitled to vote at the meeting. If mailed, such notice shall be delivered not less than ten (10) nor more than sixty (60) days before the date of the meeting, and shall be deemed delivered when deposited in the United States mail addressed to the Member at his or her address as it appears on the books of the Association, with postage thereon prepaid. If delivered personally, such notice shall be delivered not less than five (5) nor more than sixty (60) days before the date of the meeting, and shall be deemed delivered when actually received by the Member. The person giving such notice shall certify that the notice required by this section has been given, unless such notice is waived. Notice may be waived prior to, at, or subsequent to any meeting. Attendance of any Member at a meeting, in person or by proxy, shall constitute a waiver of notice of the meeting by such Member.

Section 2.06 Quorum. Members representing twenty-six percent (26%) or more of the votes entitled to be cast at any meeting, present in person or by proxy, shall constitute a quorum for the transaction of business, except as may otherwise be provided by law, by the Covenants or these Rules and Regulations. The vote of a majority of the Members present at a meeting at which a quorum is present shall be the act of the Members, unless the vote of a greater number is required by the Covenants, these Rules and Regulations, or the laws of the State of Tennessee. If a quorum shall not be present or represented by proxy at any such meeting, then those entitled to vote thereat, present in person or represented by proxy, shall have the power to adjourn the meeting from time to time and notice of an adjourned meeting need not be given if the time and place to which it is adjourned are announced at the meeting at which adjournment is taken. At any such adjourned meeting the quorum required shall be one-half (1/2) the quorum required at the preceding meeting, provided that, a quorum shall never consist of less than one-tenth (1/10th) of the total number of votes entitled to be cast by all Members. No such adjourned meeting shall be held more than sixty (60) days following the preceding meeting or, if it is so held, the quorum required shall again be twenty-six percent (26%) of the votes entitled to be cast. When a quorum is present to organize the meeting, it cannot be broken by the subsequent withdrawal of a Member or Members.

Section 2.07 Proxies. Every Member entitled to vote at a meeting may do so either in person or by written proxy, which proxy shall be signed and dated and filed with the Secretary of the meeting before being voted. Such proxy shall entitle the holders thereof to vote at any adjournment of such meeting, but shall not be valid after the final adjournment thereof, unless otherwise provided therein. No proxy shall be valid after the expiration of eleven (11) months from the date of its execution unless otherwise provided in the proxy. Votes shall be cast according to the provisions set forth herein.

Section 2.08 Chairman of Meeting. The Chairman of the Management Committee or the President, or in their absence, a Vice President, shall preside at all meetings of the Members. In the absence of the Chairman, the President, and the Vice President, the Management Committee may appoint any Member to act as Chairman of the meeting.

Section 2.09 Secretary of Meeting. The Secretary of the Association shall act as secretary at all meetings of the Members and, in his/her absence, the Chairman may appoint any person to act as secretary for the meeting.

Section 2.10 Order of Business. The order of business at the annual meeting of the Members shall be:

(a) Calling the roll and certifying the proxies.

(b) Proof of notice of the meeting or certificates as to waivers.

(c) Reading and disposal of unapproved minutes.

(d) Reports of the officers of the Association.

(e) Reports of the Management Committee of the Association.

(f) Reports of Committees.

(g) Election and appointment of inspectors of election (if deemed necessary).

(h) Election of Managers to the Management Committee of the Association.

(i) Unfinished business.

(j) New business.

(k) Adjournment.

Section 2.11 Order of Business at Other Meetings. The order of business at all other meetings of the Members shall as far as practical conform to the order of business at the annual meeting insofar as the special purpose of the meeting will permit.

ARTICLE 3
MEMBERSHIP AND VOTING RIGHTS

Section 3.01 Membership. Every owner of a vacant lot or unit in the Subdivision shall be a Member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any vacant lot or unit.

Section 3.02 Voting. Each Member shall be either a vacant lot owner or a unit owner in the Subdivision. Unit owners shall be entitled to one (1) vote for each unit owned. Vacant lot owners shall be entitled to two (2) votes for each vacant lot owned. When more than one person holds an interest in any vacant lot or unit, all such persons shall be Members. The vote for such vacant lot or unit shall be exercised as they among themselves determine, but in no event shall more than (a) one (1) vote be cast with respect to any unit and.(b) two (2) votes be cast with respect to any vacant lot.

ARTICLE 4
MANAGEMENT COMMITTEE

Section 4.01 Management of Association. The property, business and affairs of the Association shall be managed and controlled by its Management Committee. The Management Committee shall have the following powers and duties:

(a) To elect and remove the officers of the Association, as hereinafter provided;

(b) To administer the affairs and property of the Association;

(c) To formulate policies for the administration, management and operation of the Association's property;

(d) To adopt rules, policies and regulations, with written notice thereof to all lot and unit owners, governing the administration, management, operation and use of the Association's property, and to amend such policies and regulations from time to time. Such rules, policies and regulations may include the ability to impose fines for violations of such rules, policies and regulations;

(e) To provide for the maintenance, repair and replacement of the Association's property, and payments therefor, and to approve payment vouchers or to delegate such approval to the officers of the Association;

(f) To provide for the designation, hiring and removal of employees and other personnel, including accountants and attorneys, and to engage or contract for the services of others, and to make purchases for the maintenance, repair, replacement, administration, management and operation of the Association's property;

(g) To appoint committees of the Management Committee and to delegate to such committees the Management Committee's authority to carry out certain duties of the Management Committee, as set out in Section 4.13 hereof;

(h) To determine the fiscal year of the Association and to change said fiscal year from time to time as the Management Committee deems advisable;

(i) To estimate the amount of the annual budget, and to provide the manner of assessing and collecting from the vacant lot and unit owners and Members their respective shares of such estimated expenses, as herein provided; and

(j) To borrow money if necessary to avoid an operating or other deficit in the Association's finances, or to provide funds in an emergency, or for any purpose deemed necessary by them, to pledge the Association's assets to secure such borrowing, and to provide for a special assessment, if necessary, to repay such borrowing.

Section 4.02 Qualification and Election. The Managers shall be Members of the Association. All Managers must be of legal age. They shall be elected by a majority of the Members at the annual meeting of the Association. Each Manager shall hold office until the expiration of the term for which he/she is elected, and thereafter until his/her successor has been duly elected and qualified.

Section 4.03 Number and Term of Office. The Management Committee shall consist of five (5) persons. Managers shall be elected at the annual meeting of the Association and shall each serve for a term of one (1) year. The Management Committee may be enlarged or reduced in multiples of two (2), but in no event shall the Management Committee consist of more than nine (9) Managers or less than three (3) Managers.

Section 4.04 Nomination and Election.

(a) Prior to each annual meeting of the Association, there shall be appointed by the President a nominating committee of three (3) Members of the Association or Managers of the Management Committee. The nominating committee shall meet promptly and after considering the qualifications of persons shall nominate a person or persons to be elected Managers of the Management Committee at the forthcoming annual meeting of the Association.

(b) Nominations may also be made from the floor at any annual meeting or special meeting called for the purpose of electing Managers.

(c) Each Vacant lot (2 votes) or Unit (1 vote) represented may cast its votes for each position to be filled. No cumulative voting shall be permitted. The candidates receiving a majority of the votes of the Members of the Association shall be declared elected.

(d) No Member who has failed to pay any dues or assessments or other expenses to the Association, nor any Member who is the subject of an unresolved violation of the Covenants, these Rules and Regulations or any other policies and regulations subsequently passed by the Management Committee, or who has failed to pay any fine assessed against such member, shall be eligible for election as an officer or a Manager of the Management Committee.

(e) Managers elected to fill any vacancy due to death, resignation, or removal shall serve for the remaining unexpired term of the Manager they replace. Managers are elected otherwise to serve for one (1) year, and until their successors are duly elected and qualified.

(f) If the number of Managers shall have been increased, they shall be elected at the annual meeting or a special meeting called for that purpose in the manner prescribed herein.

Section 4.05 Removal and Resignation.

(a) A Manager may be removed for cause by vote or action taken by the Management Committee or by the Members of the Association at a special meeting called for that purpose.

(b) Managers may be removed without cause only by vote of the Members at a meeting duly called for that purpose or at the annual meeting.

(c) A Manager may resign at any time by giving written notice to the Management Committee, the President, or the Secretary. Unless otherwise specified in the letter of resignation, the resignation shall take effect immediately upon receipt thereof by the Management Committee or by the officers designated to receive the same and acceptance of the resignation shall not be necessary to make it effective.

Section 4.06 Vacancies in the Management Committee. Vacancies in the Management Committee may be filled until the date of the next annual meeting of the Members, and thereafter until such vacancy is duly filled by vote of the Members of the Association, by the remaining Managers of the Management Committee.

Section 4.07 Annual and Regular Meetings. The annual meeting of the Management Committee, of which no notice shall be necessary, shall be held immediately following the annual meeting of the Members of the Association, or immediately following any adjournment thereof, for the purpose of organizing the Management Committee, for the election or appointment of officers for the ensuing year, and for the transaction of such other business as may be conveniently and properly brought before such meeting. The Management Committee may also designate more frequent intervals for regular meetings.

Section 4.08 Special Meetings. Special meetings of the Management Committee may be called by order of the Chairman of the Management Committee, the President or by any two (2)

Managers, and shall be held in Davidson County, Tennessee. The place of said meeting shall be noted in the call for the meeting.

Section 4.09 Notice of Managers Meetings. The annual and all regular Management Committee meetings may be held without notice. The Secretary shall give notice of the time, place and purpose or purposes of any special meeting by mailing the same at least five (5) days before the meeting or by telephoning or emailing the same at least three (3) days before the meeting to each Manager at his address as it appears on the books of the Association. Such notice may be waived prior to, at, or subsequent to any such meeting.

Section 4.10 Conduct of Meetings. At meetings of the Management Committee, the Chairman of the Management Committee, the President, or a designated Vice President shall preside. The Secretary or Assistant Secretary shall keep minutes of the meeting or, in their absence, the presiding officer shall appoint any person to keep such minutes.

Section 4.11 Quorum and Vote. The presence of a majority of the Managers shall constitute a quorum for the transaction of business, but less than a quorum may adjourn any meeting from time to time until a quorum shall be present. No notice of an adjourned meeting need be given if the time and place to which the meeting is adjourned are fixed at the meeting at which the adjournment is taken, if the period of adjournment does not exceed thirty (30) days in any one adjournment. The vote of a majority of the Managers present at a meeting at which a quorum is present shall be the act of the Management Committee, unless the vote of a greater number is required by the Covenants, these Rules and Regulations, or the laws of the State of Tennessee. At any meeting at which every Manager shall be present, even though without notice, any business may be transacted.

Section 4.12 Voting by Consent. Whenever the Managers of the Management Committee are required or permitted to take any action by vote, such action may be taken without a meeting on written consent, setting forth the action so taken, and signed by all the Managers entitled to vote thereon.

Section 4.13 Executive and Other Committees. The Management Committee, by resolution adopted by a majority of its Members, may designate an Executive Committee, consisting of three (3) or more Managers, and other committees, consisting of two (2) or more persons, who may or may not be Managers, and may delegate to such committees any and all such authority as it deems desirable, including the right to delegate to an Executive Committee the power to exercise all the authority of the Management Committee in the management of the affairs and property of the Association, except the following:

(a) The power to recommend to Members any action requiring their approval;

(b) The power to change the membership of any committee at any time;

(c) The power to fill vacancies in the membership of any committee; and

(d) The power to discharge any committee either with or without cause at any time.

During the intervals between meetings of the Management Committee, the Executive Committee, if any, shall advise and aid the officers of the Association in all matters concerning its interest and the management of its business. The Executive Committee may fix its own rules of procedure and shall elect a Chairman and Secretary. A majority shall constitute a quorum, but the affirmative vote of a majority of the whole committee shall be necessary in the taking of any action. The Executive Committee shall keep regular minutes of its meetings and report the same to the Management Committee at its next regular or special meeting.

Section 4.14 Compensation. The Managers shall serve without compensation, but shall be reimbursed by the Association for ordinary and reasonable expenses incurred in the performance of their duties.

ARTICLE 5
OFFICERS

Section 5.01 Number and Qualifications. The Association shall have a President and a Secretary, and such other officers as the Management Committee shall from time to time deem necessary or advisable. Any two (2) or more offices may be held by the same person, except the offices of President and Secretary. An officer may be removed at any time by a majority vote of the entire Management Committee.

Section 5.02 Election and Term. The officers shall be elected by the Management Committee at its annual meeting. Each officer shall serve until the expiration of the term for which he/she is elected, and thereafter until his/her successor has been duly elected and qualified or until removed as herein provided.

Section 5.03 Duties of Officers. Officers shall have such authority and perform such duties in the management of the Association as are hereinafter set out, and such additional duties as are normally incident to their offices and as the Management Committee may from time to time prescribe.

Section 5.04 Duties of President. The President, when present, shall preside at all meetings of the Association's membership and, unless a chairman of the Management Committee has been elected and is present, shall preside at the meetings of the Management Committee. The President or Vice President, unless some other person is specifically authorized by vote of the Management Committee, shall sign all documents on behalf of the Association, including, but not limited to, deeds, mortgages, leases and contracts of the Association.

Section 5.05 Duties of Vice President. The Vice President shall perform the duties and have the powers of the President during the absence or disability of the President.

Section 5.06 Duties of Secretary. The Secretary shall keep accurate minutes for all meetings of the Association's membership and the Management Committee and, to the extent ordered by the Management Committee or the President, the minutes of meetings of all committees. He/She shall cause notice to be given of meetings of Members, of the Management Committee and, when requested to do so, of any committee appointed by the Management Committee. He/She shall have general charge of the records, documents and papers of the Association which shall, at all reasonable times, be open to examination by any Manager or Member. He/She may sign or execute contracts with the President or a Vice President thereunder authorized in the name of the Association.

Section 5.07 Duties of Treasurer. The Treasurer, subject to the order of the Management Committee, shall be responsible for the money and funds of the Association and shall deposit such monies and funds in the name of the Association in such banks as the Management Committee may designate. Subject to the signature requirements in Section 6.10 hereof, the Treasurer shall make, sign, and endorse the name of the Association on all checks, drafts, notes and other orders for the payment of money, and pay out and dispose of its funds under the direction of the President or the Management Committee. No payment for any purpose in excess of the amount budgeted for that purpose shall be made without approval of the Management Committee. If required by the Management Committee, he/she shall give such bond as shall be determined appropriate for the faithful performance of his/her duties.

Section 5.08 Compensation of Officers. The officers shall serve without compensation, but shall be reimbursed by the Association for ordinary and necessary business expenses.

Section 5.09 Resignations. Any officer may resign at any time by giving written notice to the Chairman of the Management Committee, the President or the Secretary. Any such resignation shall take effect at the time specified herein, or if no time is specified, upon its acceptance by the Management Committee.

Section 5.10 Removal of Officers. Any officer or agent may be removed by a majority vote of the Management Committee, with or without cause, whenever in its sole judgment the best interests of the Association will be served thereby.

ARTICLE 6
FISCAL MANAGEMENT

The provisions for fiscal management of the Association shall be as follows:

Section 6.01 Accounts to be Kept. An account shall be maintained for each vacant lot and each unit. Such account shall designate the name and address of the Member or Members, the amount of dues payable by them, the dates and amounts on which the dues are payable, the amounts paid against the account and the balance due. The Management Committee shall, upon receipt of

ten (10) days' notice and payment of a reasonable fee, furnish to any Member a statement of his/her account setting forth the amount of any unpaid dues.

Section 6.02 Annual Budget. The Management Committee shall cause to be prepared an estimated annual budget for each fiscal year of the Association. Such budget shall take into account the estimated common expenses and cash requirements for the year including but not limited to salaries, wages, payroll taxes, legal and accounting fees, working capital fund, supplies, materials, parts, services, maintenance, repairs, replacements, landscaping, insurance, fuel, power and all other common expenses. To the extent that the assessments and other cash income collected from the Members during the preceding year shall be more or less than the expenditures for such preceding year, the surplus or deficit, as the case may be, shall also be taken into account. The annual budget shall also take into account any estimated net available cash income for the year from the lease, operation or use of the Association's property. The annual budget shall provide for a reserve for operating contingencies for the year and a reserve for capital replacements, in reasonable amounts as determined by the Management Committee.

The budget, which shall be subject to the approval of the Management Committee, shall be divided into line item accounts. All interest which shall accrue on any line item account shall remain in that line item account. No funds may be transferred from one line item to another without the approval of the Management Committee. In the event of an operating surplus in the budget for one fiscal year, such surplus shall be contributed to the reserve for capital repairs or replacements, to be allocated among line items as determined by the Management Committee, or may be applied against the budget for the succeeding year, or returned to the Members, in the discretion of the Management Committee.

Section 6.03 Dues and Assessments. The estimated annual budget for each year shall be approved by the Management Committee, and copies thereof shall be furnished by the Management Committee to each Member of the Association. On or before the first day of January and on each succeeding month of the year covered by the annual budget, or otherwise as determined by the Management Committee, each Member shall pay his/her proportionate share of the common expenses for such year as shown by the budget. Such proportionate share for each Member shall be a fraction of which the numerator shall be two times the number of vacant lots owned by such Member or Members plus the number of units owned by such Member or Members and the denominator of which shall be two times the total number of vacant lots to which the Covenants are applicable plus the total number of units to which the Covenants are applicable. The allocations shall be applied uniformly to all Members in like situations. The allocation of the Management Committee shall be final and binding upon all parties. In the event that the Management Committee shall not approve an estimated annual budget or shall fail to determine new dues and assessments for any year, or shall be delayed in doing so, each Member shall continue to pay each monthly or other period the amount of his/her respective dues and assessments as last determined. No Member shall be relieved of his/her obligation to pay dues and assessments by abandoning or not using the Association's services or facilities.

Section 6.04 Partial Year or Month. For the first full fiscal year following the date these Rules and Regulations are in effect, the annual budget shall be as approved by the Management Committee. For the months preceding the first full fiscal year, the Members shall continue to pay their dues and assessments as in effect immediately prior to the date of the adoption of these Rules and Regulations. Commencing with the date of purchase of his/her lot or unit, each Member shall pay his/her dues and assessments for the month or fraction thereof, if any, which have not been paid by the prior owner.

Section 6.05 Annual Report. Within sixty (60) days after the end of each fiscal year covered by an annual budget, or as soon thereafter as shall be practicable, the Management Committee shall cause to be furnished to each Member a statement for such year so ended, showing the receipts and expenditures and such other information as the Management Committee may deem desirable.

Section 6.06 Supplemental Budget. If, during the course of the year, it shall appear to the Management Committee that the monthly dues and assessments are insufficient or inadequate to cover the estimated common expenses for the remainder of such year, then the Management Committee shall prepare and approve a supplemental budget covering the estimated deficiency for the remainder of such year, copies of which shall be furnished to each Member, and thereupon a supplemental assessment shall be made to each Member for his/her proportionate share of such supplemental budget.

Section 6.07 Special Assessments for Capital Improvements. In addition to the annual and supplemental assessments provided for above, the Management Committee may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the property comprising the Subdivision.

Section 6.08 Late payments. It shall be the duty of every Member to pay his/her proportionate share of the total dues assessed in the manner herein provided. If any Member shall fail or refuse to make any such payment of the dues and assessments when due, the amount thereof shall be subject to a 5% late fee. The Association has the right to proceed at law or in equity to collect any and all such fees. In the event the Association implements such proceedings, the Association shall be entitled to collect and recover the costs of collection, late fees, legal interest and reasonable attorneys' fees.

Section 6.09 Records and Statement of Account. The Management Committee shall cause to be kept accurate records of the receipts and expenditures affecting the Association.

Section 6.10 Signing of Checks. All checks drawn on accounts maintained by the Association shall be signed (1) by both the President and the Treasurer, or (2) by the President or the Treasurer, and any other Manager.

ARTICLE 7
INDEMNIFICATION OF MANAGERS AND OFFICERS

Any person made a party to any action, suit or proceeding by reason of the fact that he/she, his/her testator or intestate, is or was a Manager, officer, or member of any committee appointed pursuant to these Rules and Regulations shall be indemnified by the Association against all reasonable costs and expenses, including attorneys' fees, actually and necessarily incurred by him/her in connection with the defense of such action, suit or proceeding, or in connection with any appeal therein, or the settlement of such litigation, if it shall be determined, in the manner set out in Tenn. Code Ann. Section 48-18-506, that such Manager or officer has met the standard of conduct set forth in Tenn. Code Ann. Section 48-18-502. The foregoing indemnification shall include indemnification against all costs and expenses, including but not limited to counsel fees, amounts of judgments paid, and amounts paid in settlement, reasonably incurred in connection with the defense of any claim, action, suit or proceeding, whether civil, criminal, administrative or other, but shall not be operative with respect to any matter for which indemnification would be prohibited under Tenn. Code Ann. Sections 48-18-502(d) and 48-18-509 if the Association was incorporated, nor to any matter settled or compromised without the approval of the Management Committee. Reasonable expenses incurred in defending a civil or criminal action, suit or proceeding may be paid by the Association in advance of the final disposition of such action, suit or proceeding as authorized by the Management Committee in the specific case upon receipt of a written undertaking by or on behalf of the person or entity seeking such indemnification or payment in advance to repay such amount if it is ultimately determined that he/she is not entitled to indemnification; further, upon receipt of a written affirmation of such person or entity's good faith belief that he/she has met the standard of conduct described in Tenn. Code Ann. Section 48-18-502; and further, upon a determination that the facts, then known to those making the determination, would not preclude indemnification under Tenn. Code Ann. Section 48-18-501 et seq if the Association were incorporated. The determination to pay in advance such expenses shall be made in accordance with Tenn. Code Ann. Section 48-18-506. The indemnification provided herein shall not be deemed exclusive of any other rights to which those seeking indemnification may be entitled under any statute, agreement, vote of Members of the Association or disinterested Managers of the Management Committee or otherwise, both as to action in his/her official capacity and as to action in another capacity while holding such office. The right to indemnification shall continue as to a person or entity who has ceased to be a Manager of the Management Committee, officer of the Association or a member of such committee, and shall inure to the benefit of the heirs, executors, administrators, successors and assigns of such person or entity. For purposes of the Tennessee Code Sections referenced in this Article 7, the term "Manager" shall be synonymous with "Director" and the code sections shall be applied as if the Association were incorporated.

ARTICLE 8
MISCELLANEOUS

Section 8.01 Fiscal Year. The fiscal year of the Association shall terminate on the 31st day of December of each calendar year, and all records, books, accounts and tax returns shall be

kept and filed accordingly. The Management Committee shall have the power to change the fiscal year from time to time by resolution, without amendment of these Rules and Regulations.

Section 8.02 Waiver of Notice. Any notice required to be given under the provisions of these Rules and Regulations or otherwise may be waived by the Members, Managers, or officer to whom such notice is required to be given, either by, at or after the time at which such notice is required to be given.

ARTICLE 9
AMENDMENTS

These Rules and Regulations may be amended, added to, or repealed by the affirmative vote of a majority of the Managers then entitled to vote thereon. No amendment shall be adopted which is inconsistent with the Covenants.

ARTICLE 10
SUBDIVISION RULES AND POLICIES

The Management Committee may adopt Subdivision rules and policies which shall bind all Members. The following rules and policies are hereby adopted:

(a) There shall be no overnight parking on the streets of the Subdivision.

(b) There shall be no parking in the common areas used by other Members which shall include, without limitation, any and all sidewalks.

(c) All trashcans shall be removed from the street by Tuesday evening and shall be stored to the side of the applicable residence or otherwise placed out of view of the other residents.

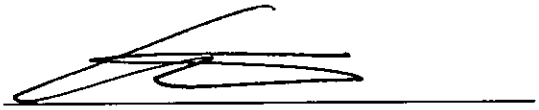
(d) Residents shall purchase additional trashcans if required to properly store waste without overfill.

(e) All residents shall properly dispose of outdoor pet waste.

(f) There shall be no swing sets, trampolines or swimming pools allowed on any lot or unit.

Unless changed by majority vote of the Management Committee, any and all violations of the above rules and policies, as the same may be added to by the Management Committee from time to time without necessity of amending these Rules and Regulations, shall be subject to a $25 fine if not corrected immediately upon notice, or as soon as practicable thereafter if not capable of being corrected immediately upon notice, and shall continue to incur a per diem fine of $5 until corrected.

I hereby certify that the foregoing Bylaws were adopted by the Members of VALLEY BROOK Brownstones Homeowner's Association, Inc. on this 30th day of May, 2012.



Adam J. Epstein, Partner

ATTORNEY'S CERTIFICATE

This document is intended to serve as the attorney's opinion, which is required under the terms of Tennessee Code Annotated, Section 66-27-103. The undersigned, John W. Roberts, 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 sec. will have been met:

The Master Deed of VALLEY BROOK Brownstones, a Horizontal Property Regime, as amended.

By-Laws of VALLEY BROOK Brownstones Homeowner's Association, (a brownstone corporation) as amended.

The plat for VALLEY BROOK Brownstones, a Horizontal Property Regime, which plat shows private and limited common elements.

Witness my hand this 30 day of May,2012.

By: _____
John W. Roberts, Attorney at Law

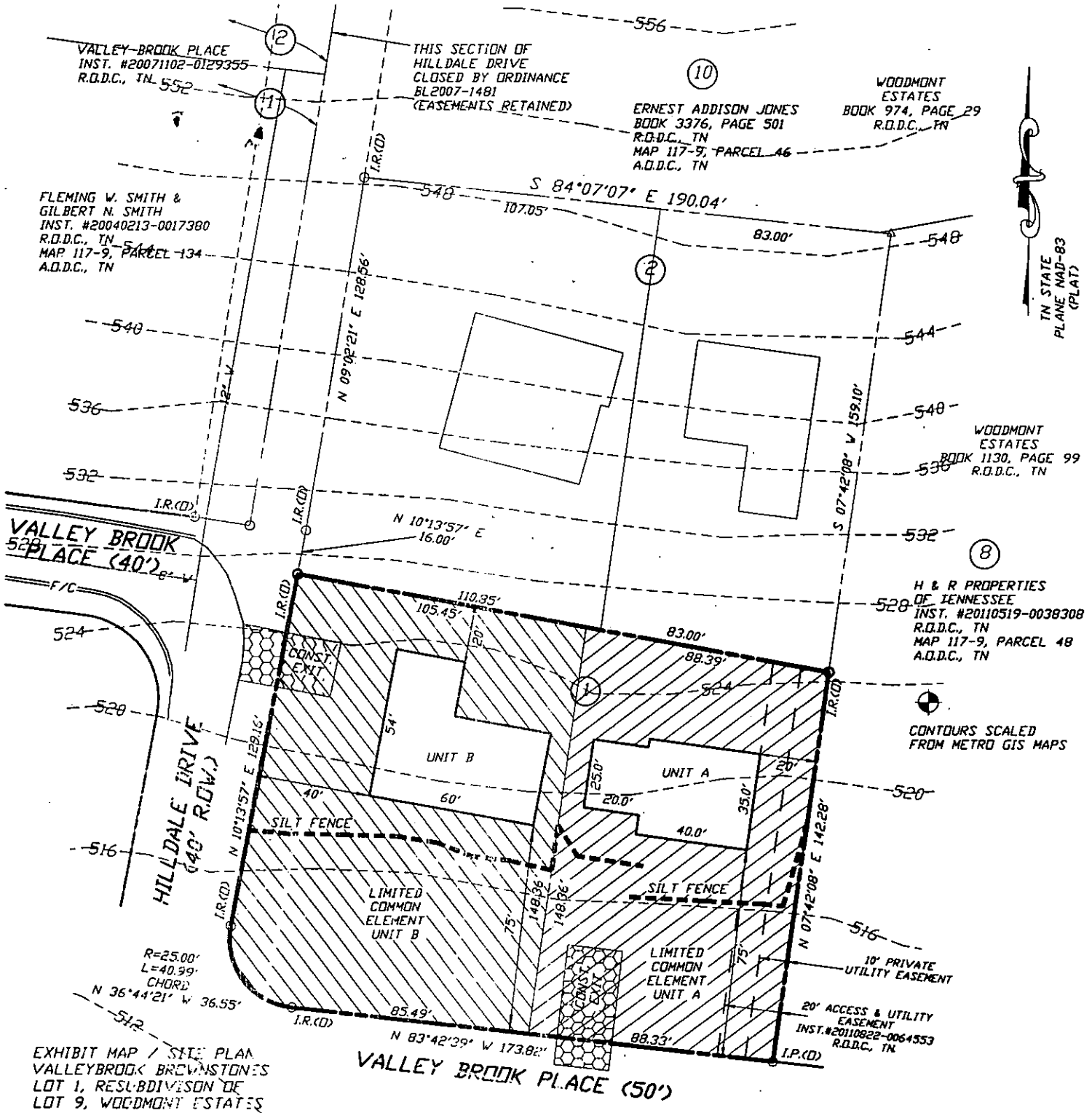


EXHIBIT MAP / SITE PLAN
VALLEYBROOK BROWNSTONES
LOT 1, RESUBDIVISON OF
LOT 9, WOODMONT ESTATES
INST. #20070509-0035712, R.O.D.C., TN
PROPERTY LOCATED IN THE 25TH
COUNCIL DISTRICT OF NASHVILLE,
DAVIDSON COUNTY TENNESSEE
AT THE NORTHEAST INTERSECTION
OF HILLDALE DRIVE &
VALLEY BROOK PLACE
PROPERTY ADDRESS:
2712 VALLEY BROOK PLACE (UNIT A)
3710 HILLDALE DRIVE (UNIT B)
NASHVILLE, TN., 37215
DEED REFERENCE:
INST. #20070302-0025748, R.O.D.C., TN
R.O.D.C., TN.
ORIGINAL PROPERTY MAP / PARCEL
117-9 PARCEL 47 A.O.D.C., TN.
DATE: 5-11-12
SCALE : 1"=50'

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.

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 WOOD TN. R.L.S.#1838

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

50' 0 50' 100'
GRAPHIC SCALE (IN FEET)
1"= 50'

EXHIBIT A

Legal Description

Land in Davidson County, Tennessee, being Lot 1, RESUBDIVISION OF LOT 9, WOODMONT ESTATES, as shown on plat of record in Instrument No. 20070509-0055712, in the Register's Office, Davidson County, Tennessee, to which plat reference is hereby made for a more particular description of said property.

Being the same property conveyed to Valley Brook Partners Two, a Tennessee general partnership, by Warranty Deed from John Lovell, date d May 17, 2012, of record in Instrument No. 20120524-0045271, in the Register's Office of Davidson County, Tennessee.