This instrument is prepared by:

Marshall L. Hix, Esq.
Wyatt, Tarrant & Combs, LLP
2525 West End Avenue, Suite 1500
Nashville, Tennessee 37203

BILL GARRETT, Davidson County
Trans:T20150069677 DEEDMAST
Recvd: 08/18/15 16:09 17 pgs
Fees:87.00 Taxes:0.00
20150818-0083288

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR 1210 HAWKINS STREET TOWNHOMES A HORIZONTAL PROPERTY REGIME WITH PRIVATE ELEMENTS

THIS DECLARATION, made and entered into by Lot 1 Partners, LLC, a Tennessee limited liability company, hereinafter collectively 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 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 Horizontal Property Act, Tenn. Code Ann. §66-27-101 *et seq.* (the "Act"), for the express purpose of establishing thereon a horizontal property regime with private elements to be known as "1210 Hawkins 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 Property, 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 residences on the Property, and are established for the purpose of enhancing the value, desirability and attractiveness of the Property. See Exhibit D, hereto attached, for the required Attorney's Certificate.

Section 1.2. Three Separate Dwellings. It is the intent of the Declarant that it be established that the three 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 Declaration the improvements existing on the Property be divided by the Davidson County Property Assessor into three separately taxed parcels,

and that thereafter the three Units may be sold or transferred to and owned by three 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 Declaration is not to create a Condominium, as set out in Tenn. Code Ann § 66-27-201 *et seq.*, but rather a Horizontal Property Regime with Private Elements as set out in the Tennessee Horizontal Property Act, Tenn. Code Ann. § 66-27-101 *et seq.*

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

Section 2.1. Names.

(a) Declaration. This DECLARATION OF 1210 HAWKINS STREET TOWNHOMES, A HORIZONTAL PROPERTY REGIME WITH PRIVATE ELEMENTS, may hereinafter be referred to as "Declaration".

(b) Development. The name of the Development shall be "1210 Hawkins Street Townhomes", a horizontal property regime with private elements, and includes the Property and all improvements thereon.

(c) Association. The name of the Association is "1210 Hawkins 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 Property of the Development is described in Exhibit A, which is attached hereto and incorporated herein by reference. There are two dwelling units constructed on the Property which have a form and style which is commonly referred to and known as "Townhomes." The three Units shall be separately taxable and alienable. The Property consists of all such lands and improvements.

Section 2.3. Plat. The Exhibit Map attached hereto as Exhibit B (the "Plat") is made a part of this Declaration for the purpose of describing the Development, the Property, 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 By-Laws attached hereto as Exhibit C.

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 private elements and residential structures designated and referred to as "Unit 1", "Unit 2" and "Unit 3" (the "Private Elements") on Exhibit B, which is attached hereto and incorporated herein by reference, located on the Property 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 a detached 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 Common Elements.

ARTICLE V
COMMON ELEMENTS

Common Elements. "Common Elements" means:

(a) The Property 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.

ARTICLE VI
MAINTENANCE, REPAIR AND REPLACEMENT

Section 6.1. 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 6.2. 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 repair, maintenance or replacement of the concrete driveway serving all 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, except as provided in the By-Laws with respect to the Declarant.

ARTICLE IX
EASEMENTS AND LICENSES

Section 9.1. Recording Data. All recorded easements and licenses actually known to Declarant to which the Development is presently subject are depicted on the Plat.

Section 9.2. 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 Common Elements, 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 Common Elements in the event that damage occurs as the result of such use of the Implied Easement.

ARTICLE X
RIGHTS OF MORTGAGEES

Section 10.1. 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 18th day of August, 2015.

LOT 1 PARTNERS, LLC

By: _____
William F. Snyder
Its: Authorized Member

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 William F. Snyder, with whom I am personally acquainted, and who, upon oath, acknowledged that he is a Member of Lot 1 Partners, LLC, a Tennessee limited liability company, and that he, as such Member, being authorized so to do, executed the within instrument for the purposes therein contained, by signing the name of Lot 1 Partners, LLC by himself as such Member.

Witness my hand this 18th day of August, 2015.

_____
Notary Public

MARSHALL L. HIX
STATE OF TENNESSEE NOTARY PUBLIC
DAVIDSON COUNTY, TENN.

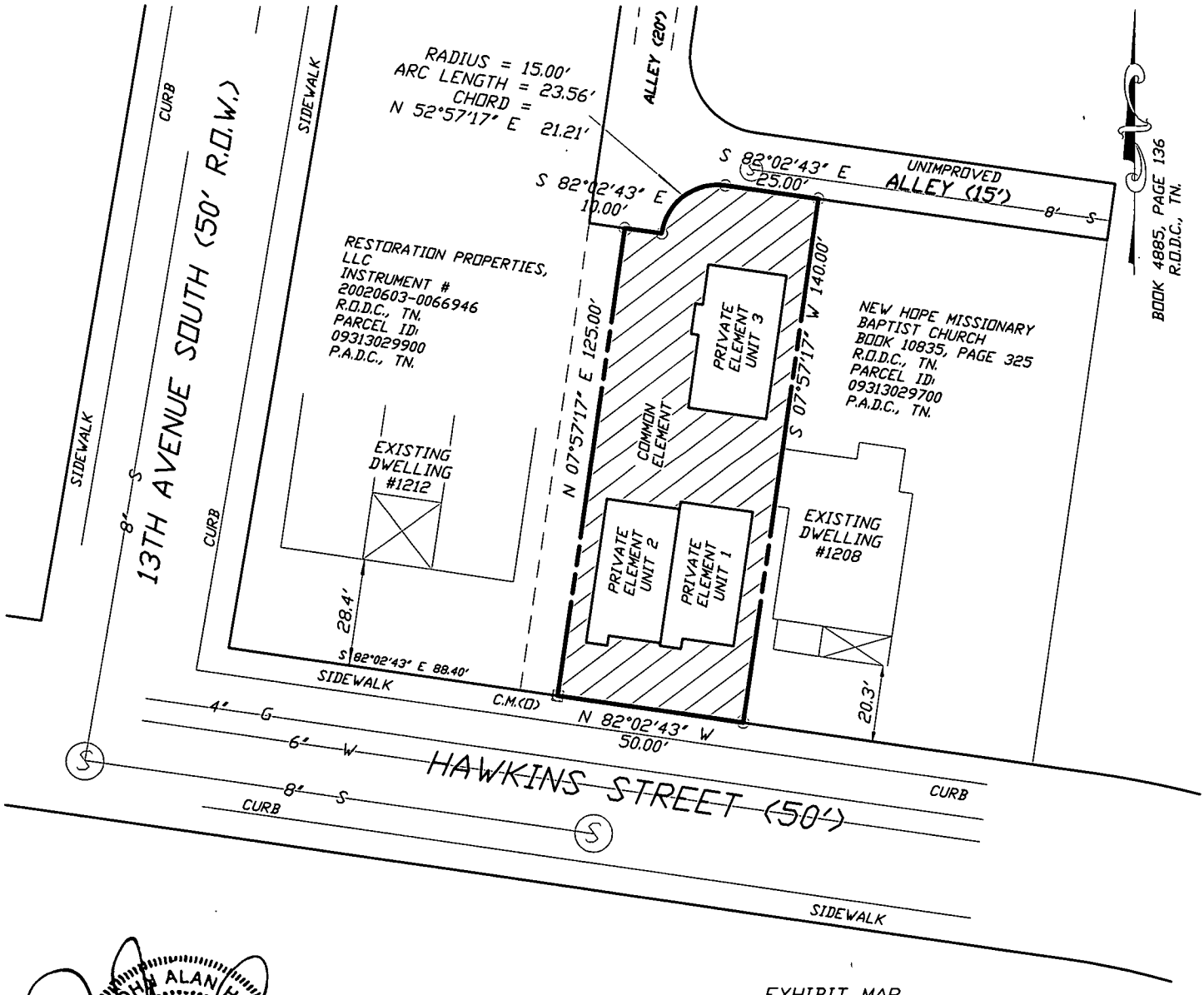
My Commission Expires August 23, 2016

EXHIBIT A
(Description of Property)

Land in Davidson County, Tennessee, being Lot No. 1 on the Plan of Resubdivision of Section One Hundred Eight, Edgehill Estates of record in Plat Book 4885, page 136, Register's Office for Davidson County, Tennessee, to which Plan reference is hereby made for a more complete description of the property.

Being the same property conveyed to Lot 1 Partners, LLC, a Tennessee limited liability company, by Warranty Deed from Brandon Barnes, unmarried, dated January 2, 2015, and recorded January 5, 2015 at 14:57 as Instrument No. 20150105-0000930, Register's Office for Davidson County, Tennessee.

EXHIBIT B
(Exhibit Map)



JOHN ALAN HOOD
REGISTERED LAND SURVEYOR
TENNESSEE No. 1838
12-2-14

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. THIS EXHIBIT CONTAINS ALL INFORMATION REQUIRED BY TCA SECTION 66-27-309

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

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

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

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

EXHIBIT MAP
1210 HAWKINS TOWNHOMES
LOT 1 ON THE PLAN OF THE RESUBDIVISION OF SECTION ONE HUNDRED EIGHT EDGEHILL ESTATES
BOOK 4836, PAGE 136 R.O.D.C., TN.
PROPERTY LOCATED IN THE 19TH COUNCIL DISTRICT OF NASHVILLE, DAVIDSON COUNTY TENNESSEE
ON THE NORTHERLY MARGIN OF HAWKINS STREET, EAST OF 13TH AVENUE SOUTH
PROPERTY ADDRESS:
1210 A,B & C HAWKINS STREET, NASHVILLE, TN., 37203
DEED REFERENCE:
INSTRUMENT #20150105-0000930
R.O.D.C., TN.
PARCEL ID:
09313029800
P.A.D.C., TN.
DATE: 12-2-14
SCALE : 1"=40'
PREPARED FOR:
BUCK SNYDER

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

EXHIBIT C

BY-LAWS OF

1210 HAWKINS STREET TOWNHOMES
A HORIZONTAL PROPERTY REGIME WITH PRIVATE ELEMENTS

ARTICLE I

Members (Unit Owners)

Section 1. Eligibility. The "Member" or "Members" of 1210 Hawkins Street Townhomes Homeowners' Association, an unincorporated association, shall consist of the Unit Owners of the property known as 1210 Hawkins Street Townhomes located in Nashville, Davidson Country, Tennessee (the "Property"). If a Unit Owner is a trust, then the Member shall be a beneficiary of such trust, and if a Unit Owner or such a beneficiary is a corporation or partnership, the Member may be an officer, partner or employee of such Unit Owner or beneficiary.

Section 2. Secession. The membership of each Unit Owner shall terminate when he ceases to be a Unit Owner, and upon the sale, transfer, or other disposition of his ownership interest in the Property, his membership in the Association shall automatically be transferred to the new Unit Owner succeeding to such ownership interest.

Section 3. Regular Meetings. The first regular meeting of the Members (the "First Meeting") may be held, subject to the terms hereof on any date, at the option of the Members. All such meetings of Members shall be held at such place in Davidson County, Tennessee, and at such time as specified in the written notice of such meeting which shall be delivered to the Members at least ten (10) days prior to the date of the meeting.

Section 4. Special Meetings. Special meetings of Members may be called by the Members. Special meetings shall be called by delivering written notice to all Members not less than ten (10) days prior to the date of the meeting, starting the date, time and place of the special meeting and the matters to be considered.

Section 5. Delivery of Notice of Meetings. Notices of meeting shall be delivered either personally or by mail or other carrier to Members at the addresses given to the Association by Members for such purpose, or to a Unit Owner's Unit if no separate address for such purpose has been given to the Association.

Section 6. Voting. Each Unit shall have one (1) vote, except the Declarant, which shall have five (5) votes for each Unit it owns. If any Unit Owner consists of more than one (1) person, the voting rights of such Unit Owner shall not be divided, but

shall be exercised as if the Unit Owner consisted of only one (1) person in accordance with the proxy or other designation made by the persons constituting such Unit Owner.

No Member who is in default in the payment of his assessments hereunder shall be entitled to exercise his right to vote until he has cured such default. A Member shall be deemed to be in default if he has not paid his assessments to the Association or its agent within fifteen (15) days after the due date thereof.

Section 7. Quorum. A quorum of Members for any meeting shall be constituted by no less than fifty percent (50%) of the votes of the Members represented in person or by proxy at such meeting.

ARTICLE II

Administration

Section 1. Designation. At each regular annual meeting of the Association, a majority of the Members present and entitled to vote at such meeting may elect an Administrative Matters Member (the "Administrator") for the Association:

a) The Administrator shall preside over meetings of the Members;

b) The Administrator shall keep the minutes of all meetings of the Association and of Members, financial records, and who shall, in general, perform all the duties incident to the office of a secretary/treasurer; and

Section 2. Powers. The Administrator shall have the powers which would otherwise be exercised by a board of directors and general powers usually vested in a president and secretary/treasurer; including the following:

a) To administer the affairs of the Association and the Property;

b) To engage the services of an agent to maintain, repair, replace, administer, and operate the Property or any part thereof for all Members, upon such terms and for such compensation and with such authority as the Members may approve;

c) To formulate policies for the administration, management and operation of the Property and the Common Elements;

d) To provide for the maintenance, repair, and replacement of the Common Elements and payments therefore as approved by at least fifty percent (50%) of the Members;

e) To fix the estimated annual budget, and to provide the manner of assessing and collecting from Members their respective shares of such estimated expenses, as hereinafter provided;

f) To secure insurance policies as required by the Declaration, and in this regard, annually to review the amounts of coverage afforded by such policies;

g) Unless otherwise provided herein or in the Declaration, to comply with the instructions of fifty percent (50%) of Members as expressed in resolutions duly adopted at any annual or special meeting of Members;

h) To exercise all other powers and duties of Members as a group referred to in the Horizontal Property Act of the State of Tennessee or in the Declaration or these By-Laws.

Section 3. Terms of Office. The Administrator shall hold his position until his successor shall have been appointed or elected and qualified.

Section 4. Compensation. The Administrator shall receive no compensation for his services, unless expressly provided for in a resolution duly adopted by the Members.

ARTICLE III

Assessments

Section 1. Annual Budget. The Association shall establish an annual budget to provide for the needs of the Units. Such budget shall take into account the estimated common expenses and cash requirements for the year, including but not limited to legal and accounting fees, working capital funds, supplies, materials, parts, services, maintenance, repairs, replacements, landscaping, insurance and all other common expenses.

Section 2. Lien. It shall be the duty of every Unit Owner to pay his equal share of the expenses as provided in the Declaration, and as assessed in the manner provided.

If any Member shall fail or refuse to make any such payment when due, such delinquent payment shall be subject to a late charge in an amount established by the Association, and such delinquent payment shall also bear interest at the highest permissible rate of interest allowed in the State of Tennessee. Such delinquent payment, together with penalty and interest, shall constitute a lien, as provided in the Act and Declaration, enforceable by the Association, on the interest of such Member in the Property.

The Association, acting through the Administrator, shall have the right to maintain a suit to foreclose any such lien, and there shall be added to the amount due the costs of said suit and other fees and expenses, together with legal interest and reasonable attorney's fees to be fixed by the court. Furthermore, if any Member shall fail or refuse to pay when due his proportionate share of the expenses, the Association, acting

through the Administrator, shall have the authority to exercise and enforce any and all rights and remedies as provided for in the Horizontal Property Act, the Declaration, or these By-Laws, or as otherwise available at law or in equity, for the collection of all unpaid assessments.

Section 3. Records and Statement of Account. The Association shall cause to be kept detailed and accurate records in chronological order of expenditures affecting the Common Elements, specifying and itemizing the common expenses incurred.

Section 4. Discharge of Liens. The Administrator may cause the Association to discharge any mechanic's lien or other encumbrances which in the opinion of the Administrator may constitute a lien against the Property or the Common Elements, rather than a lien against only a particular Unit. When less than all the Members are responsible for the existence of any such lien, the Member responsible shall be jointly and severally liable for the amount necessary to discharge the same and for all costs and expenses, including attorney's fees, incurred by reason of such lien.

ARTICLE IV

Use and Occupancy Restrictions

Section 1. General. No unlawful, noxious or offensive activities shall be carried on in any Unit or elsewhere on the Property, nor shall anything be done therein or thereon which shall constitute a nuisance or which shall in the judgment of the Association cause unreasonable noise or disturbance to others.

Each Unit Owner shall maintain his Unit and its Private Elements and its Limited Common Elements in good condition and in good order and repair, at his own expense, and shall not do or allow anything to be done which may increase the cost or cause the cancellation of insurance on other Units or on the Common Elements.

No Unit Owner shall display, hang, store or use any clothing, sheets, blankets, laundry, or other articles outside such Owner's Unit, or which may be visible from the outside of such Owner's Unit (other than draperies, curtains, or shades of a customary nature and appearance, subject to the rules and regulations of the Association), or paint or decorate or adorn the outside of such Owner's Unit, or install outside such Owner's Unit any canopy or awning, or outside radio or television antenna, or Citizens Band radio transmitters, neon signs, or other equipment, fixtures or items of any kind, without the prior written permission of the Association or the Administrator, acting in accord with the Association's discretion. The foregoing restrictions as to use and occupancy shall not be construed to prohibit a Unit Owner from placing and maintaining outdoor furniture and decorative foliage of a customary nature and appearance on a patio or deck which is a Private Element. No owner of a Unit shall display, hang, store or use any signs or flags outside such Owner's Unit or which may be visible from the outside of such Owner's Unit (except for special event or sports flags for no longer than twenty-four (24) hours at a time) without the prior written permission of the Administrator,

acting in accord with the Association's discretion. So long as the Declarant owns any Units, the Declarant shall not require Association's approval for signage it deems necessary for the marketing of the project.

No structure of a temporary character, trailer, motor home, boat, tent, shack, garage, barn, or other out-buildings shall be permitted on the Property at any time, temporarily or permanently, except with the prior written consent of the Association; provided, however, that temporary structures may be erected for use in connection with the repair or rebuilding of the Buildings or any portion thereof.

Section 2. Animals. No animals shall be raised, bred, or kept in any Unit, except for dogs, household cats and small birds owned as household pets by a Unit Owner, provided that said pet is not kept for any commercial purpose, and provided that said pet shall be kept in strict accordance with the administrative rules and regulations relating to household pets from time to time adopted or approved by the Association.

All dogs owned by Unit Owners and kept in a Unit shall be on leash while outside the Unit, except that any Unit Owner may keep a dog in his fenced yard. All such dogs shall be exercised by the Unit Owner at places on the Property which do not interfere with the use and enjoyment of the same by other Owners. An Owner shall be responsible for all damage to Common Areas caused by said Owner's dog and the Owner shall clean up after such Owner's dog.

Section 3. Trash. Trash, garbage, and other waste shall be kept only in sanitary containers, and shall be disposed of in a clean and sanitary manner as prescribed from time to time in rules and regulations of the Association.

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

Section 5. Storage. Articles of personal property belonging to any Unit Owner, such as baby carriages, bicycles, wagons, toys, furniture, clothing, and other articles, shall not be stored or kept in the Common Elements. Storage of boats, trailers, campers, and motor homes on the Property shall not be permitted.

Section 6. Wiring. No Unit Owner shall overload the electrical wiring in a Unit, or operate any machines, appliances, accessories or equipment in such manner as to cause, in the judgment of the Administrator, an unreasonable disturbance to others, or connect any machines, appliances, accessories or equipment to the heating or

plumbing system, without the prior written consent of the Administrator, given in accord with the Association's discretion.

Section 7. Architectural Control. The exterior of the Units shall not be altered or changed in any way without the written consent of the Association.

Section 8. Patios. All patios and decks shall be maintained by the Owner to which area is assigned and shall be designated as a Private Element.

Section 9. Landscaping. Landscaping shall be maintained by the Association and shall be weeded and mulched as necessary in order to maintain appropriate curb appeal for this type of development.

Section 10. Fencing. No fencing shall be allowed other than fencing installed by the Declarant or as approved by the Association.

Section 11. Parking. Parking is only allowed on the Common Area parking area between the three Units. However, no Unit Owner shall park more than two vehicles in this area at any given time. Furthermore, no Unit Owner shall park their car in a manner that obstructs access to this area or blocks in the vehicle of the other Unit Owner.

Section 12. Single Family Residence. Each Unit shall be used as one single family residence only.

Section 13. 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.

(c) Except as provided in (b) above, no Unit may be rented, utilized or occupied by any non-Unit Owner as a boarding house, vacation home or other temporary use pursuant to any agreement with a Unit Owner.

Section 14. Rules and Regulations. Members shall be subject to such further restrictions as may be contained in the rules and regulations of the Association concerning the use of Units and the Common Elements which may be enacted from time to time by the Association. Such rules and regulations shall be binding rules and regulations of the Association and copies of such rules and regulations and any amendments or additions thereto shall be furnished to all Members upon request.

ARTICLE V

Amendments

These By-Laws may be amended or modified from time to time by action or approval of a not less than fifty percent (50%) of the Members. Such amendments shall be recorded in the Office of the Register of Deeds of Davidson County, Tennessee.

ARTICLE VI

Mortgages

Section 1. Notice to Association. A Unit Owner who mortgages his Unit shall notify the Association of the name and address of his mortgagee and the Association shall maintain such information in a book entitled "Mortgages of Units."

Section 2. Notice of Unpaid Charges. The Association, whenever so requested in writing by a mortgagee of a Unit, shall promptly report any then unpaid charges due from, or any other default by, the owner of the mortgaged Unit.

Section 3. Notice of Default. The Association, when giving notice to a Unit Owner of a default in paying charges or other default, shall send a copy of such notice to each holder of a mortgage covering such Unit whose name and address has therefore been furnished to the Association.

Section 4. Examination of Books. Each Unit Owner and each mortgagee of a Unit shall be permitted to examine the books of account of the Association at reasonable times, on business days, but not more often than once a month.

Section 5. Interest of Valid First Mortgagee. The interest of a valid first mortgagee shall be superior to the interest of the Association in the event of a default, and nothing in this instrument shall be construed to the contrary. If the first mortgagee has incorporated the terms of these By-Laws, the Declaration and the contract in its deed of trust, then said first mortgagee may at its option declare a default in its deed of trust by reason of any default hereunder, and may proceed to enforce its rights according to the terms of the deed of trust notwithstanding any enforcement instituted by the Association.

ARTICLE VII

Definition of Terms

The terms used in these By-Laws, to the extent they are defined therein, shall have the same meaning as set forth in the Declaration for 1210 Hawkins Street Townhomes of record in the Office of the Register of Deeds for Davidson County, Tennessee.

The term "Member," as used in these By-Laws, means "Unit Owner" as defined in the Declaration.

ARTICLE VIII

Conflicts

These By-Laws are set forth to comply with the requirements of Chapter 27 of Title 66, Tennessee Code Annotated, as it may be amended from time to time, and to allow the By-Laws to control in specific situations where such law allows. In the event any of the By-Laws conflict with the provisions of said statute or of the Declaration, the provisions of said statute or of the Declaration, as the case may be, shall control.

EXHIBIT D

(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, Marshall L. Hix, 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. Declaration of 1210 Hawkins Street Townhomes Homeowners' Association, a Horizontal Property Regime with Private Elements (the "Declaration"), filed simultaneously herewith; and

2. Map Exhibit for the development, attached as Exhibit B to the Declaration; and

3. By-Laws of 1210 Hawkins Street Townhomes Homeowners' Association, a Horizontal Property Regime with Private Elements, attached as Exhibit C to the Declaration; and

4. Restrictions as set out in the Declaration and By-Laws to be revised as needed.

Witness my hand this 18th day of August, 2015.

Marshall L. Hix

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 Marshall L. Hix, 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 18th day of August, 2015.

Notary Public

AMANDA MATACALE
STATE OF TENNESSEE NOTARY PUBLIC
DAVIDSON COUNTY, TENN.

My Commission Expires:
May 8, 2017