IRS:ag 5-13-74

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TENNESSEE REFERENCE

BOOK 4934 PAGE 15

JUL 22 1 26 PM '75

REGISTER
DAVIDSON COUNTY, TENN.

# MASTER DEED FOR

# HORIZONTAL PROPERTY REGIME

KNOW ALL MEN BY THESE PRESENTS THAT M and P, a partnership composed of Sandy M. Moore, Jr. and James E. Patterson, of Nashville, Tennessee, sometimes called the "Developers", do hereby submit the following property and the improvements thereon or to be constructed thereon to the provisions of the Tennessee Code Annotated, Section 64-2701, et seq., as amended, known as "The Horizontal Property Act" and does hereby establish a Horizontal Property Regime with respect to the property described in full below and the improvements now on or to be constructed thereon, which are known as "Legend Hall".

JUL 22 MISC A* 52.00 * 52.00

1. Ownership. M and P, a partnership composed of Sandy M. Moore, Jr. and James E. Patterson, are the owners in fee simple of land in Davidson County, Tennessee, as follows:

> Land in the 7th Civil District of Davidson County, Tennessee, being part of Lot No. 8 on the Plan of Andrew Castleman Lands as of record in Minute Book "J", page 30 of the County Court of Davidson County, Tennessee, and more particularly described according to a survey made by Turner Engineering Company, Inc., dated January 26, 1974.
>
> Beginning at an iron pin located in the northerly margin of Hobbs Road, said iron pin being the common front corner of the tract herein described and the Nellie Wise tract; thence North 6° 39' 07" East 616.78 feet to an iron pin; thence South 87° 42' 07" East 223.01 feet to a concrete monument; thence South 86° 33' 30" East 184.94 feet to an iron pin; thence South 9° 54' 36" West 224.55 feet to an iron pin; thence South 10° 01' 21" West 395.57 feet to an iron pin located in the northerly margin of Hobbs Road; thence 87° 12' West 371.84 feet along the northerly margin of Hobbs Road; thence 87° 12' West 371.84 feet along the northerly margin of Hobbs Road to the point of beginning, containing 5.519 acres, more or less.
>
> Being the same property conveyed to M and P, a partnership composed of Sandy M. Moore, Jr. and James E. Patterson, by deed from Christine Shelton Hobbs, of record in Book 4806, page 304, Register's Office for Davidson County, Tennessee.

This instrument prepared by:
Schulman, McCarley, Hollins and Pride
P. O. Box 2707

2. Description of the Buildings and Property. The above property as recorded on plan of record in Book 4860, page 40, Register's Office for Davidson County, Tennessee, provides for roads, utilities, landscaping and other common facilities as shown on said plan and provides for building sites as shown on said plan on which townhouse buildings and other facilities in conjunction therewith have been or will be erected and designated as Units Nos. 4100, 4101, 4102, 4103, 4104, 4105, 4106, 4107, 4108, 4109, 4110, 4111, 4112, 4113, 4114, 4115, 4116, 4117, 4118, 4119, 4120 and 4121, and each of said units and the improvements erected or to be erected thereon may be separately sold, conveyed, mortgaged, encumbered, leased, used or occupied.

3. Description of Units. The units shall consist of the building site as hereinabove set forth on which townhouse units and related facilities have been or shall be erected which shall contain a floor area, exclusive of porches, of not less than 1800 square feet and shall be used for residential purposes only.

4. Common Elements. The common elements shall include all of the land described in Paragraph 1 of this Master Deed for the Horizontal Property Regime, except the building sites hereinabove designated, and shall also include all roadways, water lines, sewer lines, recreational or play area and all utilities and all necessary landscaping, except on the building sites themselves.

5. Percentage of the Undivided Interest in the Common Elements. The percentage of the undivided interest in the common elements applicable to each unit shall be an undivided one-twenty second (1/22) or 4.5454% interest.

The owner of each unit shall share proportionately in the profits and expenses in the said general common area and facilities and the proportionate representation for voting purposes in the meetings of the Association of owners of Legend Hall is determined by allowing the owner of each unit one (1) vote.

6. Use of Units. All units shall be used for residential purposes only and no business operation shall be conducted therein except that each resident shall not be prohibited from keeping records and generally keeping up with his personal business. None of said units shall be subdivided or occupied by more than one family unit. All parking spaces shall be used in such a manner so as not to interfere with ingress and egress provided for all other units.

7. Easements. Each unit shall be subject to and have appurtenant thereto non-exclusive easements in the common elements designed for such purposes as ingress to and egress from each unit, utility services and recreational facilities.

8. Provisions as to Re-Building, Repairing or Restoration. If the unit or building located thereon is substantially damaged or destroyed, such building shall be restored or repaired by the owner thereof, but the plans thereto shall be approved by the Board of Directors of the Association.

9. Assessments, Charges and Taxes. Each owner shall pay all assessments, charges and expenses of every kind and nature in the amount provided in this Declaration or in the deed or in the By-Laws providing that each owner or occupant of any unit shall bear the charges of taxes, utilities and other expenses as may be separately charged or assessed against any owner or occupant provided by law.

In determining the amount of assessment that each owner shall pay, the expenses and all payroll expenses of every kind, including taxes and all other expenses of every kind and nature, shall be prorated on a per unit basis.

All such charges shall be due and payable in advance on the first day of each month or at such other time as may be determined by the Board of the Association and shall bear interest at the rate of ten (10%) per cent per annum from due date until paid and, with such interest, shall be a lien on the unit, assessed prior in right to all other charges whatsoever, except assessments, liens and charges in favor of the State of Tennessee or the Metropolitan Government of Nashville and Davidson County for taxes past due and unpaid on such unit and amounts and liabilities secured by mortgage instruments duly recorded.

10. Association of Owners. The administration of the project shall be vested in the Association consisting of all owners of the units in the project in accordance with By-Laws of the Association attached to and made a part hereto as Exhibit A. The owner of any unit upon acquiring title thereto shall automatically become a member of the Association and shall remain a member of the Association until such time as his ownership ceases for any reason at which time his membership in the Association shall automatically cease. Operation of the project, maintenance, repair and restoration of the common elements and any additional operation thereof shall be in accordance with the provisions of the Horizontal Property Act, this Declaration and the By-Laws.

11. Reservation to Grant Easement. The Developers have the right to grant, convey, transfer, cancel, re-locate and otherwise deal with any and all utility easements now or hereafter located on the premises.

12. In any sale by any owner subsequent to Developer, the Association shall be notified of said sale by sending a copy of the contract of sale to the President of the Board and the Board shall have thirty (30) days from the date notice was received by the President of the Board to notify the seller that the Association

wishes to purchase said unit on the same terms and conditions as in the contract. The Association shall be prepared to close the purchase within fifteen (15) days of the notice to the seller. If the seller receives no notice from the Board that the Association desires to purchase the unit by the end of the said thirty (30) day period, the seller shall have the right to complete the sale in accordance with the contract sent to the Board. This provision shall not apply to any gift, devise under a will or any transfer by action of law, nor to any proceedings by the holder of an indebtedness secured by a valid bona fide mortgage or deed of trust to enforce the collection of the debt secured by said mortgage or Deed of Trust and such foreclosure under the provisions of a deed of trust shall not require approval of the Association.

13. Definition. The term "owner" or "unit owner" as referred to herein shall mean the purchaser of any unit or space as the case may be, either singularly or jointly, partnerships, corporation, other legal entities, his or her successors, heirs, administrators, executors, and assigns, or the heirs and assigns of the survivor as the case may be.

14. Amendment of Declaration. This Declaration may be amended by vote of the owners with interest in the common elements totaling the aggregate not less than seventy-five (75%) per cent.

IN WITNESS WHEREOF, the Developers have caused this instrument to be executed this 18th day of July, 1975, at Nashville, Tennessee.

M AND P

By: Sandy M. Moore, Jr.
Sandy M. Moore, Jr., Partner

By: James E Patterson
James E. Patterson, Partner

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STATE OF TENNESSEE)

COUNTY OF DAVIDSON)

Personally appeared before me, Annie Sloan, a Notary Public in and for said County and State, the within named Sandy M. Moore, Jr. and James E. Patterson, partners in M and P, with whom I am personally acquainted, and who, upon oath, acknowledged that they executed the within instrument for the purposes therein contained.

Witness my hand and official seal at Nashville, Tennessee, this 18th day of July, 1975.

Annie Sloan
Notary Public

Commission Expires:

5-2-77

# BY-LAWS OF THE ASSOCIATION OF OWNERS OF LEGEND HALL

## Article I. Office

Section 1. Principal office. The principal office of the Association shall be maintained at the address of its project at 2310 Hobbs Road, Nashville, Tennessee.

Section 2. Place of meetings. All meetings of the Association shall be held at its principal office unless some other place is stated in the call.

## Article II. Association of Unit Owners

Section 1. Annual Meeting. The annual meeting of the Association (except for the first annual meeting) shall be held on the first Tuesday of the second calendar month following the close of the Association's fiscal year.

Section 2. Special meetings. Special meetings may be held at any time upon the call of the President or upon the call of any three owners. Upon receipt of such call, the Secretary shall send out notices of the meeting to all members of the Association.

Section 3. Notice of meetings. A written or printed notice of every meeting of the Association stating whether it is an annual meeting or special meeting, the authority for the call

of the meeting, the place, day, and hour thereof, and the purpose therefor shall be given by the Secretary or the person or persons calling the meeting at least three days before the date set for such meeting. Such notice shall be given to each member in any of the following ways: (a) by leaving the same with him personally, or (b) by leaving the same at the residence or usual place of business of such member, or (c) by mailing it, postage prepaid, addressed to such member at his address as it appears on the records of the Association, or (d) if such owner or mortgagee cannot be located by reasonable efforts, by publishing such notice in any newspaper, including weekly newspaper, of general circulation in Nashville, Tennessee, such notice to be published not less than two times on successive weeks, the first publication thereof to be not less than ten (10) days nor more than nineteen (19) days prior to the day assigned for the meeting. If notice is given pursuant to the provisions of this section, the failure of any member to receive actual notice of the meeting shall in no way invalidate the meeting or any proceedings thereat. Upon written request for notices, mailed by registered mail, addressed to the secretary of the Association at the address of said project, the holder of any duly recorded mortgage against any apartment unit may promptly obtain a copy of any and all notices permitted or required to be given to entitle the holder of any mortgage requesting such notice to receive all notices sent to the members from and after receipt of said request until said request is withdrawn and said mortgage is discharged of record

Section 4. Waiver of notice. The presence of all the members, in person or by proxy, at any meeting shall render the same a valid meeting, unless any member shall, at the opening of such meeting, object to the holding of the same for noncompliance with the provisions of Section 3 of this Article II. Any meeting so held without objection shall, notwithstanding the fact that no notice of meeting was given, or that the notice given was improper, be valid for all purposes, and at such meeting any general business may be transacted and any action may be taken; provided, however, that where a member has pledged his vote by mortgage, deed of trust or agreement of sale, only the presence of the pledgee will be counted in determining whether notice is waived with regard to business dealing with such matters upon which the member's vote is so pledged.

Section 5. Quorum. At any meeting of the Association, members, present or by proxy, whose aggregate interest in the common elements constitutes a majority of the aggregate interests of all of the members, present or by proxy, shall constitute a quorum, and the concurring vote of such majority shall be valid and binding upon the Association except as otherwise provided by law or these Bylaws. In the event a member has pledged his vote by mortgage, deed of trust, or agreement of sale, the member's vote will be recognized in computing a quorum with regard to any business conducted concerning such matters upon which said member's vote is so pledged or mortgaged unless the mortgage, deed of trust, or agreement of sale provides otherwise, in which event such instruments shall control.

Section 6. Voting. Any person, firm, corporation, trust, or other legal entity or a combination thereof, owning any unit in said project duly recorded in his or its name, the ownership whereof shall be determined by the records of the Register's Office for Davidson County, Tennessee, shall be a member of the Association, and either in person or by proxy entitled to a vote equivalent to his percentage interest in the common elements for each unit so owned at all meetings of the Association. Any provision to the contrary notwithstanding, co-owners or joint owners shall be deemed one owner. The authority given by a member to another person to represent such member at meetings of the Association shall be in writing, signed by such member or if a unit is jointly owned then by joint owners, or if such member is a corporation, by the proper officers thereof, and shall be filed with the Secretary, and unless limited by its terms, such authority shall be deemed good until revoked in writing. An executor, administrator, guardian, or trustee may vote in person or by proxy at any meeting of the Association with respect to any unit owned or held by him in such a capacity, whether or not the same shall have been transferred to his name by a duly recorded conveyance. In case such unit shall not have so been transferred to his name, he shall satisfy the Secretary that he is the executor, administrator, guardian, or trustee holding such unit in such capacity. Whenever any such unit is owned by two or more jointly according to the records of said Board , the vote therefor may be exercised by any one of the

present owners present in the absence of protest by the other or others, PROVIDED, HOWEVER, that when the vote of owner or owners has been pledged by mortgage, deed of trust, or agreement of sale of any unit or interest therein, an executed copy of which is on file in the Register's Office for Davidson County, Tennessee, only the vote of the pledgee will be recognized upon those matters upon which the owner or owners' vote is so pledged.

Any specified percentage of owners means the owners of units to which are appurtenant such percentage in the aggregate of common interests.

Section 7. Adjournment. Any meeting of the Association may be adjourned from time to time to such place and time as may be determined by majority vote of the members present, whether a quorum be present or not, without notice other than the announcement at the meeting. At any adjourned meeting at which a quorum is present, any business may be transacted which might have been transacted by a quorum at the meeting originally called.

## Article III. Board of Directors

Section 1. Number and qualification. The affairs of the Association shall be governed by a Board of Directors initially composed of five (5) persons, and as increased or decreased at any annual meeting by a majority vote, subject to the provision regarding the intent and purpose expressed in Section 5 of this Article, and all such directors shall be owners of units in the project, except those appointed pursuant to Section 5 hereof.

Section 2. Powers and duties. The Board of Directors shall have the powers and duties necessary for the administration of the affairs of the Association and may do all such acts and things as are not by law or by these Bylaws directed to be exercised and done by the owners.

Section 3. Other duties. In addition to duties imposed by these Bylaws or by resolutions of the Association, the Board of Directors shall be responsible for the following:

(a) Care, upkeep and surveillance of the project and the common areas and facilities;

(b) Collection of monthly assessments from the owners;

(c) Designation and dismissal of the personnel necessary for the maintenance and operation of the project and the common elements and facilities.

Section 4. The Board of Directors may employ in its discretion for the Association such person or persons as it may deem advisable, at a compensation established by the Board to perform such duties and services as the Board shall authorize, including, but not limited to, the duties listed in Section 3 of this Article. The duties conferred upon such personnel by the Board of Directors may be at any moment revoked, modified, or amplified by the majority of owners in a duly constituted meeting.

Section 5. Election and term of office. The directors shall be elected by a majority of the Owners. The first annual meeting of the Association will be called by Sandy M. Moore, Jr., at such time, as in his discretion, he deems best, but in no event shall it be later than sixty (60) days after fifty (50%) per cent or more units are conveyed to individual owners. Sandy M. Moore, Jr., or his nominee, shall act as President of the Association until the President has been named by the Board of Directors. At the first annual meeting of the Association, the term of office of two (2) directors shall be fixed for three (3) years. The term of office of two (2) directors shall be fixed for two (2) years, and the term of office of one (1) director shall be fixed for one (1) year. The two (2) directors who shall fill the two-year terms and the one (1) director who shall fill the one-year term shall be appointed by Sandy M. Moore, Jr., one of the owners and developers of said project, anything herein to the contrary notwithstanding. At the expiration of the initial term of office of each representative director, his successor shall be elected by all those entitled to vote to serve a term of three (3) years. The directors shall hold office until their successors have been elected and hold their first meeting.

Section 6. Vacancies. Vacancies in the office of elected member of the Board of Directors caused by any reason other than the removal of a director by a vote of the Association shall be

filled by vote of the majority of the remaining directors, even though they may constitute less than a quorum; and each person so elected shall be a director until a successor is elected at the next annual meeting of the Association.

Section 7. Removal of directors. At any regular meeting or special meeting duly called, any one or more of the elected directors may be removed with or without cause by a majority of the owners and a successor may then and there be elected to fill the vacancy thus created. Any director whose removal has been proposed by the owners shall be given an opportunity to be heard at the meeting.

Section 8. Compensation. No compensation shall be paid to directors for their services performed by him for the Association in any other capacity, unless a resolution authorizing such remuneration shall have been unanimously adopted by the Board of Directors before the services are undertaken. A director may not be an employee of the Association.

Section 9. Organization meeting. The first meeting of a newly elected Board of Directors shall be held within one week of election at such place as shall be fixed by the directors at the meeting at which such directors were elected, and no notice shall be necessary to the newly elected directors in order legally to constitute such meeting, providing a majority of the whole Board shall be present.

Section 10. Regular meetings. Regular meetings of the Board of Directors may be held at such time and place as shall be determined, from time to time, by a majority of the directors. Notice of regular meetings of the Board of Directors shall be given to each director, personally or by mail, addressed to his residence, or by telephone, at least three days prior to the day named for such meeting.

Section 11. Special meeting. Special meetings of the Board of Directors may be called by the President on three days notice to each director, given personally or by mail, addressed to his residence, or by telephone, which notice shall state the time, place (as hereinabove provided), and purpose of the meeting. Special meetings of the Board of Directors shall be called by the President or Secretary in like manner and on like notice on the written request of at least three directors.

Section 12. Waiver of Notice. Before or at any meeting of the Board of Directors, any director may, in writing, waive notice of such meeting and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a director at any meeting of the Board shall be a waiver of notice by him of the time and place thereof. If all the directors are present at any meeting of the Board, no notice shall be required and any business may be transacted at such meeting.

Section 13. Board of Directors' quorum. At all meetings of the Board of Directors, a majority of the directors shall

constitute a quorum for the transaction of business, and the acts of the majority of the directors present at a meeting at which a quorum is present shall be the acts of the Board of Directors. If, at any meeting of the Board of Directors, there be less than a quorum present, the majority of those present may adjourn the meeting from time to time. At such adjourned meeting, any business which might have been transacted at the meeting as originally called may be transacted without further notice.

Section 14. Bonds of officers and employees. The Board of Directors may, in its discretion, require that all officers and employees of the Association handling or responsible for its funds shall furnish adequate bonds. The premiums on such bonds, if required, shall be paid by the Association.

## Article IV. Officers

Section 1. Designation. The principal officers of the Association shall be a President, Vice President, a Secretary, and a Treasurer, all of whom shall be elected by and from the Board of Directors. The directors may appoint such other officers as in their judgment may be necessary.

Section 2. Election of officers. The officers of the Association shall be elected annually by the Board of Directors at the organization meeting of each new Board and shall hold office at the pleasure of the Board.

Section 3. Removal of officers. Upon an affirmative vote of a majority of the members of the Board of Directors, any officer may be removed, either with or without cause, and his successor elected at any regular meeting of the Board of Directors, or at any special meeting of the Board of Directors for such purpose.

Section 4. President. The President shall be the chief executive officer of the Association. He shall preside at all meetings of the Association and of the Board of Directors. He shall have all of the general powers and duties which are usually vested in the office of president of an association, including but not limited to the power to appoint committees from among the owners from time to time as he may in his discretion decide is appropriate to assist in the conduct of the affairs of the Association.

Section 5. Vice President. The Vice President shall take the place of the President and perform his duties whenever the President shall be absent or unable to act. If neither the President nor the Vice President is able to act, the Board of Directors shall appoint some other member of the Board to do so on an interim basis. The Vice President shall also perform such other duties as shall from time to time be imposed upon him by the Board of Directors.

Section 6. Treasurer. The Treasurer shall have the responsibility for Association funds and securities and shall be responsible for keeping full and accurate accounts of all receipts and disbursements in books belonging to the Association. He shall be responsible for the deposit of all monies and other valuable effects in the name, and to the credit, of the Association in such depositories as may from time to time be designated by the Board of Directors.

Section 7. Secretary. The Secretary shall attend and keep the minutes of all meetings of the Board of Directors or of the Association; shall give all notices as provided by these Bylaws, and shall have other powers and duties as may be incidental to the office of Secretary, given him by these Bylaws or assigned to him from time to time by the directors. If the Secretary shall not be present at any meeting, the presiding officer shall appoint a secretary pro tempore who shall keep the minutes of such meeting and record them in the books provided for that purpose.

Section 8. Auditor. The Association may at any meeting appoint some person, firm, or corporation engaged in the business of auditing to act as auditor of the Association and to perform such audits and fiscal duties as may be requested of him by the Association.

## Article V. Obligations of the Owners

Section 1. Expenses, assessments. Every owner of any unit in said project shall contribute toward the expense of the admin-

istration of the project, including but not limited to all types of insurance, the cost of operation, maintenance, repair, and replacement of the common elements thereof and all expenses, according to the percentage interest appurtenant to the respective units as stated in the Declaration. The Association shall fix a monthly charge for each unit in an amount sufficient to provide for its prorata share of all such current expenses, reasonable reserves for future expenses of administration, and such other expenses as the Association may deem proper, subject to adjustment from time to time as the Association may deem necessary. Such monthly charge shall be due and payable in advance on the 1st day of each month, or at such other time as fixed by the Board, shall bear interest at the rate of ten (10%) per cent per annum from due date until paid, and with such interest, shall be lien on the unit, assessed prior in right to all other charges whatsoever except assessments, liens, and charges in favor of the State of Tennessee or Metropolitan-Nashville-Davidson County, for taxes past due and unpaid on such unit and amounts and liabilities secured by mortgage instruments duly recorded. In the event any owner is delinquent in the payment of any monthly assessment for a period in excess of thirty (30) days, the Association is authorized to sever or disconnect all utility connections to his unit.

Section 2. Maintenance and repair.

(a) Every owner must perform promptly all maintenance and repair work within his own unit, which if omitted would affect the project in its entirety or in a part belonging to other owners, and is expressly responsible for

the damages and liabilities that his failure to do so may engender.

(b) All the repairs of internal installations of the unit such as water, light, power, sewage, telephones, sanitary installations, and all other accessories belonging to the unit area shall be maintained at the owner's expense.

(c) An owner shall reimburse the Association for any expenditure incurred in repairing or replacing any common areas and facility damaged through his fault.

Section 3. Use of units. All units shall be utilized in accordance with the provisions of the Bylaws, Declarations and any House Rules adopted by the Association.

Each unit in the project shall be used for a single family residence and for the furnishing of services and facilities herein provided for the enjoyment of such residences. Each of the units for which provision is made by the condominium documents shall be occupied only by a single family as its residence.

No nuisance shall be allowed upon the condominium property or any use or practice which is a source of annoyance to the residents or which interferes with the peaceful possession and proper use of the property by its residents. All parts of the property shall be kept in a clean and sanitary condition and no rubbish, refuse, or garbage allowed to accumulate, nor any fire hazard allowed to exist. No immoral, improper, offensive or unlawful use shall be made of the condominium property, or any part thereof, and all laws, zoning ordinances, regulations of all governmental bodies

having jurisdiction thereof shall be observed. The responsibility of meeting the requirements of governmental bodies which require maintenance, modification or repair of the condominium property shall be the same as the responsibility for the maintenance, and repair of the property concerned.

Section 4. House Rules. In order to assure the peaceful and orderly use and enjoyment of the buildings and common elements of said project, the Association may from time to time adopt, modify, and revoke in whole or in part by a vote of the members present in person or represented by proxy whose aggregate interest in the common elements constitutes 75 percent, at any meeting duly called for the purpose, such reasonable rules and regulations, to be called House Rules, governing the conduct of persons on said project as it may deem necessary. Such house rules upon adoption, and every amendment, modification, and revocation thereof, shall be delivered promptly to each owner and shall be binding upon all members of the Association and occupants of the building.

Section 5. Foreclosure of lien. In any suit to foreclose the lien against any owner of a unit, the Association may represent itself through its manager or Board of Directors in like manner as any mortgagee of real property and shall follow the procedures usually followed to enforce a lien under a Tennessee Deed of Trust. The manager or Board of Directors acting on behalf of the unit owners shall have the power to bid and acquire such unit at a

foreclosure sale. The delinquent owner shall be required to pay to the Association a reasonable rent for subject unit until sale or foreclosure, together with all costs and reasonable attorney's fees. Suit to recover a money judgment for unpaid common expenses shall be maintainable with all costs and reasonable attorney's fees without foreclosing or waiving the lien securing the same.

Section 6. Right of Entry. Any person authorized by the Board of Directors shall have the right to enter each unit in case the owner or occupant is present at the time in the event it shall for the benefit of the instant project. Every unit owner and occupant, when so required, shall permit other unit owners or their representative to enter his unit at reasonable times for the purpose of performing authorized installation, alterations, or repairs to the common elements therein for central services provided that requests for entry are made in advance.

Section 7. Ownership. Every unit owner shall promptly cause to be duly recorded in the Register's Office for Davidson County, Tennessee, the deed, lease, assignment, or other conveyance to him of his unit or other evidence of his ownership thereto and file such evidence of his ownership with the Board of Directors through its officer or officers, and the Secretary shall maintain such information in the record of ownership of the Association.

Section 8. Mortgages. Any mortgagee of a unit may file a copy of its mortgage with the Board of Directors through its authorized personnel who shall be required to notify the mortgagee

of any unit owner who is in default in the expenses for the administration of the project and the mortgagee at its option may pay the delinquent expenses.

Section 9. Insurance. The Board, on behalf of the Association at its common expense, shall also effect and maintain at all times comprehensive general liability insurance covering all owners with respect to the project in a responsible insurance company with minimum limits of not less than $300,000 for injury to one person and $500,000 for injury to more than one person in any one accident or occurrence and $50,000 for property damage, and from time to time upon receipt thereof deposit promptly with the owners current certificates of such insurance, without prejudice to the right of any owner to maintain additional liability insurance for their respective units.

## Article VI. Execution of Instruments

Section 1. Instruments generally. All checks, drafts, notes, bonds, acceptances, contracts, and all other instruments, except conveyance shall be signed by such person or persons as shall be provided by general resolution applicable thereto. Such instruments shall be signed by the President or the Vice President and by the Treasurer or Secretary.

## Article VII. Liability of Officers

Section 1. Exculpation. No director or officer of the Association shall be liable for acts or defaults of any other

officer or member or for any loss sustained by the Association or any member thereof, unless the same has resulted from his own willful misconduct or negligence.

Section 2. Indemnification. Every director, officer, and member of the Association shall be indemnified by the Association against all reasonable costs, expenses and liabilities (including counsel fees) actually and necessarily incurred or imposed upon him in connection with any claim, action, suit, proceeding, investigation, or inquiry of whatever nature in which he may be involved as a party or otherwise by reason of his having been an officer or member of the Association whether or not he continues to be such director, officer, or member of the Association at the time of the incurring or imposition of such costs, expenses, or liabilities, except in relation to matters as to which he shall be finally adjudged in such action, suit, proceeding, investigation, or inquiry to be liable for willful misconduct or negligence toward the Association in the performance of his duties, or in the absence of such final adjudication, any determination of such liability by the opinion of legal counsel selected by the Association. The foregoing right of indemnification shall be in addition to and not in limitation of all rights to which such persons may be entitled as a matter of law and shall inure to the benefit of the legal representatives of such person.

## Article VIII. Fiscal Year

Section 1. Fiscal year. The fiscal year of the Association shall be such as may from time to time be established by the Association.

Article IX. Bylaws

Section 1. Amendment. These Bylaws may be amended, modified, or revoked in any respect from time to time by vote of the members of the Association whose aggregate interest in the common elements constitutes 75 percent, at a meeting duly called for the purpose, PROVIDED, HOWEVER, that the contents of these Bylaws shall always contain those particulars which are required to be contained herein by the Horizontal Property Act; and PROVIDED, FURTHER, that no modification of or amendment to the Bylaws shall be valid unless set forth in an amendment to the Declaration.

Section 2. Conflict. In the event of any conflict between these Bylaws and the provisions of the Horizontal Property Act, the latter shall govern and apply.

Adoption of Bylaws

The undersigned owners of said project hereby adopt the foregoing Bylaws of its Association of Unit Owners, this 18th day of July, 1975.

M AND P

By: Sandy M. Moore Jr.
Sandy M. Moore, Jr., Partner

By: James E. Patterson
James E. Patterson, Partner

Owners

STATE OF TENNESSEE)

COUNTY OF DAVIDSON)

Personally appeared before me, Annie George, a Notary Public in and for said County and State, the within named Sandy M. Moore, Jr. and James E. Patterson, partners in M and P, with whom I am personally acquainted, and who acknowledged that they executed the foregoing instrument for the purposes therein contained and that said statements are true of their own personal knowledge.

Witness my hand and official seal at Nashville, Tennessee, this 18th day of July, 1975.

Annie George
Notary Public

Commission Expires:

5-2-77