THIS INSTRUMENT PREPARED BY: N. Eddie Montgomery
24th Floor, L & C Tower
Nashville, Tennessee 37219

MASTER DEED

BOOK 5513 PAGE 136

In Davidson County, Tennessee, on the 14 day of OCTOBER, 1979, OSCAR H. MASON and wife, DOROTHY MASON, hereinafter referred to as Grantors, do hereby set forth as follows:

The Grantors do hereby submit the following property and 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 do 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 "AUBURN TERRACE".

1. Ownership. Oscar H. Mason and wife, Dorothy Mason, are the owners in fee simple of land in Davidson County, as follows:

> BEING Lots Numbers 1 and 2 on the revised resubdivision of Lot 2 and part of Lot 3, Block "H", Woodmont Lane Homesites, as of record in Book 5190, Page 277, Register's Office for said County, to which Plan reference is made for a more complete description.
>
> BEING the same property conveyed to O. H. Mason and wife, Dorothy Elizabeth Mason by deed from Alvin C. Slaton and wife, Rosanah O. Slaton, as of record in Book 5379, Page 528, Register's Office of Davidson County, Tennessee.

2. Description of the Buildings and Property. The above property as shown on the attached EXHIBIT "A", provides for driveways, parking facilities, 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 A, B, C, and D, 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 1650 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-fourth (1/4) or 25% interest.

The owner of each 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 AUBURN TERRACE 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 management fee 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%) percent 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 hereof as EXHIBIT B. The owner of any unit upon acquiring title thereto shall automatically become a member of the Associ-

ation 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, relocate and otherwise deal with any and all utility easements now or hereafter located on the premises.

12. Subsequent Sales. 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.

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 its 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%) percent.

IN WITNESS WHEREOF, the Developers have caused this instrument to be executed this 11th day of OCTOBER, 1979.

Oscar H. Mason
OSCAR H. MASON

Dorothy Mason
DOROTHY MASON

**********

STATE OF TENNESSEE )
COUNTY OF DAVIDSON )

Personally appeared before me, N. EDDIE MONTGOMERY a Notary Public in and for said County and State, the within named OSCAR H. MASON and wife, DOROTHY MASON, 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 11th day of October, 1979.

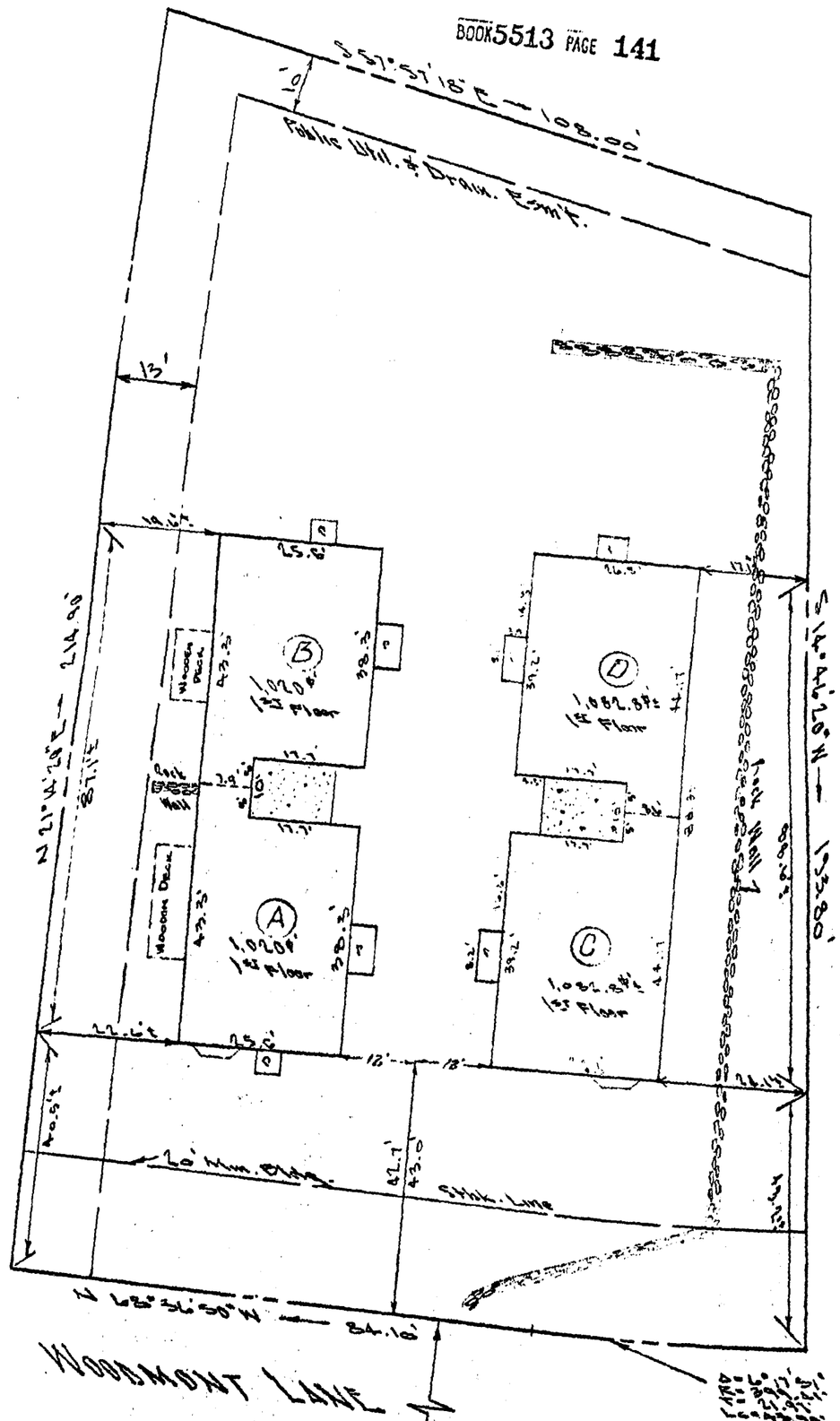
N. Eddie Montgomery
Notary Public

NOTARY PUBLIC

My Commission Expires:

Jan. 15, 1983

BOOK 5513 PAGE 141




RECORDER'S NOTE:
Legibility of Writing, Typing or Printing in This Document Unsatisfactory When Received.

Anderson-Delk & Assoc.
4741 Trousdale Dr.
Nashville, Tenn. 37220
(615) 331-0809

SITE PLAN
Lots 1 & 2 on the Plan of
WOODMONT LANE HOMESITES
Book 5190 Page 334 R.O.D.C. Tenn.
O.H. Mason — Owner
10-8-79
1" = 20'

EXHIBIT B

BY-LAWS OF THE ASSOCIATION OF OWNERS OF

AUBURN TERRACE

Article I. Office

Section 1. Principal Office. The principal office of the Association shall be maintained at the address of its project at 3803 Woodmont Lane, 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 apears 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 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, subject 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 interest 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 By-Laws. 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 thereof 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 thereby 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. When-

ever any such unit is owned by two or more jointly according to the records of the 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 composed of four (4) persons. All such directors shall be owners of units in the project, except those appointed pursuant to Section 5 hereof.

Section 2. Power 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 By-Laws directed to be exercised and done by the owners.

Section 3. Other Duties. In addition to duties imposed by these By-Laws 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. Manager or Management Agent, Employees, Generally. The Board of Directors may employ for the Association a management agent or manager, 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 the management agent or manager by the Board of Directors may be at any moment revoked, modified, or amplified by the majority of owners in a duly constituted meeting. The Board of Directors may employ any other employee or agents to perform such duties and at such salaries as the Board of Directors may establish.

Section 5. Initial Meeting. The first annual meeting of the Association will be called by Oscar H. Mason 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%) percent or more of the non-common space in the project is conveyed to individual owners. Oscar H. Mason, or his nominee, shall act as President of the Association until the President has been named by the Board of Directors.

Section 6. Compensation. No compensation shall be paid to directors for their services performed by them 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 7. 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 8. 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 9. 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 10. 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 any such adjourned meeting, any business which

might have been transacted at the meeting as originally called may be transacted without further notice.

Section 11. Bonds of Officers and Employees. The Board of Directors may require that all officers and employees of the corporation handling or responsible for corporate funds shall furnish adequate bonds. The premium on such bonds shall be paid by the Association.

## Article IV. Officers

Section 1. Designation. The principal officers of the Association shall be a President and a Secretary-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 by the Board of Directors at the annual meeting fo the 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. Secretary-Treasurer. The Secretary-Treasurer 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 By-Laws, and shall have other powers and duties as may be incidental to the office of Secretary, given him by these By-Laws or assigned to him from time to time by the directors. If the Secretary-Treasurer 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. He shall also 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 6. 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 administration 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 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%) percent 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 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 on 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 By-Laws, 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.

No nuisance shall be allowed upon the 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 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 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 seventy-five (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 Associ-

sociation 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. Each unit owner shall permit the manager or any person authorized by the Board of Directors to enter his unit at reasonable times for the purpose of performing authorized installations, alterations or repairs to the common elements therein necessary in servicing the project.

Section 7. Title. 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 title thereto and file such evidence of his title with the Board of Directors through the manager, 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 Baord of Directors through the manager 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 affect 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 conveyances 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 and by the Secretary-Treasurer.

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 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. By-Laws

Section 1. Amendment. These By-Laws 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 seventy-five (75%) percent, at a meeting duly called for the purpose, PROVIDED HOWEVER, that the contents of these By-Laws 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 By-Laws shall be valid unless set forth in an amendment to the Declaration.

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

Article X. Miscellaneous Provisions

Section 1. Speed Limit. The speed limit on the premises shall not exceed 5 miles per hour.

Section 2. Pets. All pets belonging to the owners of the units shall be kept on a leash when outside of the units and within the common area. Each pet owner shall assume all liability in regard to any incidence involving pets owned by him.

Adoption of By-Laws

The undersigned owners of said project hereby adopt the foregoing By-Laws of its Association of Unit Owners, this 11th day of October, 1979.

Oscar H. Mason

Oscar H. Mason

Dorothy Mason

Dorothy Mason

STATE OF TENNESSEE )

COUNTY OF DAVIDSON )

Personally appeared before me, N. EDDIE MONTGOMERY a Notary Public in and for said County and State, the within named OSCAR H. MASON and wife, DOROTHY MASON, 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 11th day of October, 1979.

N. Eddie Montgomery
Notary Public

N. EDDIE MONTGOMERY NOTARY PUBLIC N. DAVIDSON COUNTY

My Commission Expires:

Jan. 15, 1983

F.5.7.250

IDENTIF. REFERENCE

OCT 11 3 35 PM '79

FELIX Z. WILSON REGISTER
DAVIDSON COUNTY, TENN.

8055 10/11 62.00- CHECK