W A R R A N T Y D E E D

This deed was prepared by:

Mose J. Davie, Attorney
1026-4th Avenue, North
Nashville, TN 37219

MAP AND PARCEL NO: 81-7-395
FIELD BOOK NO: 2W-19755

BOOK 5847 PAGE 621

For and in consideration of the sum of Seven Thousand Five Hundred ($7,500.00) Dollars cash in hand paid to me, the receipt of which is hereby acknowledged.

I, Alfred Z. Kelley, Executor of the Estate of James Edward Stafford, Deceased, have bargained and sold and by these presents do transfer and convey unto W. J. Newsom and wife, Modeline Newsom, a certain tract or parcel of land in Davidson County, Tennessee, described as follows, to-wit:

> Land in Davidson County, Tennessee, being Lot No. 45 in Cephas Woodards Subdivision of Lots 5 and 6 of the Woodard Property, as of record in Book 161, page 174, Register's Office for said County.
>
> SAID Lot No. 45 fronts 50 feet on the westerly side of Cephas Avenue and runs back between parallel lines 115 feet to an alley.
>
> BEING the property conveyed to Mary Johnson and Anna Pearl Stafford as devisees under the will of James E. Stafford, of record in Will Book 126, page 155, Probate Court, Davidson County, Tennessee. The Gladys S. Stafford having pre-deceased James E. Stafford. A. Z. Kelley Executor under the will of James E. Stafford, deceased, has power to sell without the devisees joining in proposed conveyance.
>
> The said property is improved and known as 1817 Cephas Street, Nashville, Tennessee. Send all tax statements to W. J. Newsom, et ux at the aforesaid address.

To have and to hold the said tract or parcel of land with the appurtenances, estate, title and interest thereto belonging to W. J. Newsom and wife, Modeline Newsom.

And I do covenant with the said W. J. Newsom and wife, Modeline Newsom, that I am lawfully seized and possessed of the said land in fee simple, have a good right to convey it and the same is unemcumbered.

And I, Alfred Z. Kelley, Executor, do further covenant and bind myself, my successors, and assigns to warrant and forever

defend the title to the said land to W. J. Newsom and wife, Modeline Newsom, against the claims of all persons whomsoever.

WITNESS MY HAND on this the 1 day of ~~January~~ February, 1982.

ALFRED Z. KELLEY

STATE OF TENNESSEE)
:
COUNTY OF DAVIDSON)

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Personally appeared before me, Mose J. Davie, a Notary Public in and for said county and state, the within named Alfred Z. Kelley, the bargainor, with whom I am personally acquainted and who acknowledged that he executed the within instrument for the purposes therein contained.

WITNESS my hand and official seal at Nashville, Tennessee, this 1 day of ~~January~~ February, 1982.

NOTARY PUBLIC

My Commission Expires: October 21, 1984.

I hereby swear or affirm that the actual consideration or true value for this transfer, whichever is greater, is $7,500.00.

AFFIANT

Sworn to and subscribed before me this 1st day of ~~January~~ February, 1982.

DEPUTY REGISTER

IDENTIFICATION REFERENCE

FEB 1 2 40 PM '82

FELIX Z. ROBERTSON REGISTER
DAVIDSON COUNTY, TENN.

G78209

OFFICIAL RECEIPT

FELIX Z. WILSON, II

REGISTER OF DAVIDSON COUNTY
NASHVILLE, TENNESSEE

RECEIVED OF _____

FOR BOOK 5847 PAGE 623

CO - CONVEYANCE	CC - CERTIFIED COPY	MISC - MISCELLANEOUS
MO - MORTGAGE	REL - RELEASE	CO TX - STATE TAX CONVEY
WD - WARRANTY DEED	UCC - UNIFORM COMMERCIAL CODE	MO TX - STATE TAX MORT
TD - TRUST DEED		PRFEE - PROBATE FEE

DATE	SYMBOL	VALUATION	TAX AND FEES	TOTAL PAID

7500.00- CO
19.50 CO TX
.50 PRFEE
6.00 MISC
CHECK 26.00-
0667A02/01/82 BNL .00

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

G78209

IDENTIF. REFERENCE

FEB 1 2 48 PM '82

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TENN.

No. 865287

COMMONWEALTH OF THE BAHAMAS

New Providence

INTERVAL OWNERSHIP DEED

THIS INDENTURE made the 25th day of November A.D., 1981 B E T W E E N WESTWIND II LIMITED a company organized and existing under the Laws of the Commonwealth of The Bahamas and having its Registered Office in the City of Nassau in the Island of New Providence one of the Islands of the said Commonwealth (hereinafter called "the Company" which expression shall where the context so requires or admits include its assigns) of the first part WESTWIND II ASSOCIATION LIMITED (hereinafter called "the Association") of the second part A N D the person described in Item 1 of the Second Schedule hereto (hereinafter called "the Grantee" which expression shall where the context so requires or admits include his personal representatives successors in title and assigns) of the third part

WHEREAS:-

(A) The Association is seized in fee simple in possession free from encumbrances of the hereditaments described in the First Schedule hereto (hereinafter referred to as "the Westwind II Property");

(B) The Company is erecting or has erected upon the Westwind II Property one and two story apartments and other buildings improvements and amenities, (such apartments being hereinafter individually referred to as "one of the Units" or "the Unit");

(C) The Company has agreed with the Grantee for the sale to the Grantee of all such right and privilege of occupation of the Unit described in Item 2 of the Second Schedule hereto pursuant to the terms and con-

ditions hereinafter provided for such number of Unit Weeks as is described in Item 3 of the Second Schedule hereto (hereinafter referred to as "Interval Ownership") in each year commencing on the date of this Agreement and terminating on the Thirtieth day of June, A.D., 2040 at the price in the currency of the United States of America which is specified in Item 4 of the Second Schedule hereto;

(D) The Company and the Association have laid out the Westwind II Property as a building scheme with the intention of subjecting each of the Units to the restrictions and stipulations hereinafter set forth for the benefit of each of the Units and the common elements (hereinafter defined) and it is intended by the Company upon the sale of every Unit Week of every Unit to include in the Interval Ownership Deed a covenant by the Grantee thereof to observe and perform the terms and conditions in the same form and to the same effect as the said terms and conditions hereinafter set forth hereunder;

NOW THIS INDENTURE WITNESSETH as follows:-

1. In this Indenture the following words and expressions shall have the following meanings:-

(1) "the Westwind II Property" means the hereditaments described in the First Schedule hereto.

(2) "the Unit" means the one and two story apartments in the course of being erected or already erected upon the Westwind II Property in which the Company is selling interval ownership rights to occupy the same for one or more Unit Weeks (as hereinafter defined) and which is the subject of this Agreement and a Deed of Covenant made the 17th day of June A.D., 1980 Between the Company of the one part and the Association of the other part (hereinafter referred to as "the said Deed of Covenant") and is shown colored Pink on the plan annexed hereto and described as Item 2 in the Second Schedule hereto.

(3) "Unit Week" means the period commencing at 4:00 p.m. on one Saturday and ending at 12:00 noon on the following Saturday. Unit Week No. 1 is the seven-day period commercing on the first Saturday of each year. Unit Week No. 2 is the seven-day period next succeeding Unit Week No. 1. Successive unit weeks up to and including Unit Week No. 51 are ascertained in like manner. Unit Week No. 52 contains the seven-day period succeeding the end of Unit Week No. 51 plus any excess days not otherwise assigned until the commencement of Unit Week No. 1 in the succeeding year.

(4) "common expenses" includes but shall not be limited to the following:-

(a) Expenses of administration and management of the Westwind II Property.

(b) Expenses of maintenance operation repair replacement and redecoration of common elements (as hereinafter defined).

(c) Expenses declared common expenses by the Company.

(d) Any valid charge against the Westwind II Property.

(e) Any expenses charged to or assessments by the Company and/or the Association (as hereinafter defined).

(f) Audit expenses.

(g) Taxes on common elements.

(5) "common elements" means the portions of the Westwind II Property not included in the several Units with their respective patio gardens.

(6) "the Association" means Westwind II Association Limited another company organized and existing under the Laws of the Commonwealth of The Bahamas and having its Registered Office in the said City of Nassau and includes its assigns.

(7) "Maintenance fee" is intended to provide for but is not limited to the following:-

(a) The common expenses (as hereinbefore defined).

(b) Repair and upkeep of the Unit for normal wear and tear which includes but is not limited to painting and decoration and the cleaning of the carpets drapes and curtains and the maintenance of furniture fittings and appliances.

(c) Repair and replacement of furniture fixtures fittings appliances carpets and utensils.

(d) Casualty and/or liability insurance on the Unit and the common elements.

(e) Personal property real estate and other applicable taxes.

(f) Utilities supplied to and consumed in the Unit.

(g) Any and all other expenses incurred in the normal operation and maintenance of the Unit which are not specifically attributable and liable to be paid by any particular Grantee of a Unit Week.

(h) Maid service, gardening service, and administrative services in respect of the Unit and the common elements.

2. In pursuance of the said agreement and in consideration of the said sum specified in Item 4 of the Second Schedule hereto now paid by the Grantee to the Company (the receipt whereof the Company hereby acknowledges) the Company hereby grants to the Grantee ALL that sole and exclusive interval ownership right and privilege to occupy the Unit specified in Item 2 of the Second Schedule hereto for the Unit Week(s) specified in Item 3 of the Second Schedule hereto in each and every year commencing with the date hereof and terminating on the Thirtieth day of June, A.D., 2040 together with the appurtenances thereunto belonging TO HOLD the same to the Grantee absolutely but subject to the terms and conditions hereinbefore and hereinafter provided and subject to the said Deed of Covenant.

3. In further pursuance of the said agreement and for the consideration aforesaid the Grantee shall enjoy the following further rights:-

(a) The Company shall transfer for no further consideration a Certificate of Membership in the Association in respect of each Unit Week specified in Item 3 of the Second Schedule hereto.

(b) The Grantee shall be entitled to use one automobile parking space only during his period of occupation of the Unit during the Unit Week(s) specified in Item 3 of the Second Schedule hereto. Each parking space has been assigned to a Unit and bears the same number as the relevant Unit.

(c) The Grantee shall be entitled to use in common with the other purchasers of Unit Weeks in adjoining Units the common elements including the club-house and the gardens roadways footpaths and the beach and the swimming pool and the tennis courts in accordance with and in compliance with the published Regulations for the proper use and enjoyment thereof from time to time promulgated by the Company or the Association as the case may be.

4. The Grantee shall be liable for and shall pay annually upon demand made by the Company (or the Association as the case may be) a maintenance fee which shall be the Grantee's proportionate share of the common expenses in respect of the common elements and the Grantee's proportionate share of the expenses in connection with the maintenance and repair of the Unit and the maintenance repair and redecoration of the Unit and the cost of the maintenance repair and replacement of all appliances furniture carpeting fixtures fittings equipment utensils and other property within the Unit (hereinafter referred to as "the chattels") and such other costs of repair maintenance and upkeep and operation of the Unit as is necessary or desirable to the continued enjoyment of the Unit by all purchasers of Unit Weeks therein. The maintenance fee shall be ascertained by the Company (or

the Association as the case may be) in each year by pro-rating all such common expenses and other expenses and outgoings as aforesaid among all purchasers of Unit Weeks in the Westwind II Property. The Grantee shall pay a maintenance fee which is calculated by multiplying the total of all such expenses by a factor the numerator of which is the number of Unit Weeks in the Unit owned by the Grantee and the denominator of which is the total number of Unit Weeks already purchased in all the Units. Unsold Unit Weeks shall bear only their prorata share of taxes insurance and the common expenses but such shall not apply to any Unit Week retained by the Company for maintenance purposes only.

5. The Grantee hereby covenants with the Company and its assigns as follows:-

(a) Promptly to pay the annual maintenance fee when due and demanded.

(b) Not to make or cause or permit to be made any repairs modifications alterations replacements or redecoration to the common elements or to the structure exterior or interior of the Unit or of the chattels or the decor thereof without the prior written consent of the Company. The Company shall determine the interior color scheme decor and chattels of the Unit and the common elements as well as the proper time for redecorating and replacement thereof.

(c) To bear and pay in their entirety expenses of repairs replacements or redecoration to the Unit or its chattels or decor occasioned by the use or abuse thereof by the Grantee or any invitee licensee or sub-licensee of the Grantee (normal wear and tear excluded).

(d) To permit the Company or its agents or employees to enter into the Unit at all reasonable times during the daytime for the purpose of maintenance inspection repair or replacement of the Unit and/or the chattels, or the common elements, or to determine in case of emergency circumstances threatening the Unit or the

common elements.

(e) Not to show any sign advertisement or notice of any type on the common elements or the Unit or any other Unit and not to erect any exterior antenna or aerials except with the prior written consent of the Company.

(f) Not to use the Unit for any purpose other than as a private residence for the occupation of the Grantee his immediate family guests servants and permitted sub-licensee and at no time shall the occupancy of a unit exceed six (6) persons.

(g) Not to use or permit the Unit to be used for any unlawful improper immoral or offensive purpose nor to permit any disturbance or annoyance detrimental to the enjoyment of the adjoining Units or the comfort and peace of the occupiers of adjoining Units and adjoining property.

(h) Not to assign or underlet or sub-license or part with possession of the Unit or any part thereof without first obtaining the written consent of the Company and without obtaining the covenant of the purchaser running to the Company to perform and observe all covenants on the part of the Grantee herein contained.

(i) Not to permit occupation or use of the Unit by persons other than the Grantee his immediate family and servants except with the prior written consent of the Company.

(j) Not to permit or suffer to be done or keep in the Unit or its appurtenances anything which shall increase the rate of insurance on the Unit or adjoining Units or the common elements as a whole or which will obstruct or interfere with the rights of occupants of other Units.

(k) To observe and perform and comply with all Regulations from time to time published and promulgated by the Company (or by the Association as the case may be) for the proper use and enjoyment of the Unit and the

adjoining Units and the common elements and to ensure compliance with such Regulations by the Grantee's family servants invitees and licencees.

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(l) Quietly to yield up the Unit at the end of the Grantee's permitted period of occupation in the same good repair and condition as the same was found by the Grantee at the commencement of such occupation by the Grantee (fair wear and tear excepted).

6. The Company hereby covenants with the Grantee as follows:-

(a) That the Grantee paying the maintenance fee and observing and performing the covenants hereinbefore on his part contained and the Regulations from time to time promulgated by the Company or the Association for the proper use and enjoyment of the Unit and the common elements shall peaceably hold and enjoy the Unit during the term hereby agreed without any interruption by the Company or any person rightfully claiming under or in trust for it.

(b) To retain unsold one Unit Week in the Unit for the purpose of enabling all necessary or desirable repairs renovations and decorations to be done on the Unit and to carry out full repairs renovations and decorations every year.

(c) That the Company or the Association and the party with the right to legal possession thereof shall take all necessary or desirable action by writ of ejectment or otherwise to remove trespassers and squatters from the Unit at the expense of the Company.

7. PROVIDED ALWAYS AND IT IS HEREBY AGREED AND DECLARED as follows:-

(a) In the event the Grantee fails to observe and perform the covenants on the Grantee's part hereinbefore contained or any of them or otherwise violates or threatens to violate the provisions hereof the Company shall have the right to require that the Grantee his family servants invitees and licensees shall forthwith vacate the Unit and in the event they shall not so vacate

the Unit the Company shall have the right to proceed for an injunction to seek compliance with the provisions hereof. In lieu thereof or in addition thereto the Company shall have the right to levy a special assessment against the Grantee for such necessary sums expended in removing any unauthorized addition or alteration and in restoring the Unit and/or the chattels and/or the common elements to good condition and repair. Such assessment then made by the Company upon the Grantee shall be promptly paid by the Grantee and failing such payment the Grantee shall be liable to suffer forfeiture of the interval ownership rights hereby granted.

(b) In pursuance of the foregoing sub-clause the Company shall have the right to enter and remain in any Unit at all reasonable times by its servants agents or sub-contractors to do such work as may be deemed necessary or desirable by the Company to enforce compliance with the foregoing provisions.

(c) The collection of special assessments as hereinbefore mentioned shall include all costs of attorney's fees incurred by the Company.

(d) In the event that the Grantee fails to vacate the Unit at the expiration of his permitted period of occupation or at such earlier time as may be required by the Company pursuant to the provisions of sub-clause (a) of this Clause the Grantee shall be deemed to be a "holdover". It shall be the responsibility of the Company to take such steps as may be necessary to remove such holdover from the Unit and to assist the purchaser of any subsequent Unit Week who may be affected by the holdover's failure to vacate to find alternative accommodation during such holdover period. In addition to such remedies as may be available to it the Company may secure at its expense alternative accommodation for any person who may be unable to occupy the Unit due to the holdover's failure to vacate and such accommodation shall be as near in value to the Unit as possible. The holdover shall be

charged for the cost of such alternative accommodation (if any) and any other costs incurred due to his failure to vacate and such amount in respect of liquidated damages per day as shall from time to time be promulgated in the Regulations for each day of his holdover period. The Company shall submit a bill to the holdover for such expenses and damages incurred in accordance with the foregoing provisions and the holdover shall promptly pay the same and failing such payment shall be liable to the forfeiture of the interval ownership rights hereby granted.

(e) Any dispute between the Company (or the Association as the case may be) and the Grantee shall be referred to arbitration pursuant to the provisions of The Arbitration Act (as from time to time amended). If the parties can agree upon one there shall be a single arbitrator but failing agreement upon a single arbitrator each party to the dispute shall appoint an arbitrator and such arbitrators before embarking upon the matters referred to them shall appoint an umpire. The parties agree that the finding of such arbitrator or arbitrators or such umpire shall be final and binding upon the parties. Such arbitrator, arbitrators and umpire shall be empowered to determine (inter alia) whether the Grantee shall suffer forfeiture of the interval ownership rights hereby granted.

(f) Reasonable Regulations concerning the use of the Unit and all of the Units and the common elements may be made and promulgated and amended from time to time by the Company (or by the Association as the case may be) and copies of such Regulations and amendments thereto shall be furnished by the Company or the Association upon promulgations thereof to the Grantee and may at any time be requested by the Grantee from the Company of the Association and shall be furnished free of charge.

(g) The Company shall in each year ascertain the maintenance fee payable by the Grantee and by all other purchasers of Unit Weeks in The Unit and in all other Units and shall dispatch a notice to the Grantee and to all such other purchasers of Unit Weeks demanding

payment of such maintenance fee. Such notice shall be sent to the Grantee at the address given in Item 1 of the Second Schedule hereto or to such other address as the Grantee may in writing from time to time notify the Company. The Company shall keep true and faithful accounts of all its expenses and shall have the same audited annually and such accounts shall be available for inspection by the Grantee.

(h) The Company shall utilize the total of maintenance fees in and about the maintenance repair and replacement of the common elements and of the Unit and of all other Units and in the administration and the running of the Westwind II Property but in carrying out its responsibilities hereunder the Company may engage the services of a management company and may pay its fees. Likewise the Company may engage the services of service and repair companies, technicians and engineers on a continuing or ad hoc basis.

(i) The Company shall have the right notwithstanding any of the terms and conditions hereinbefore and hereinafter provided to take all necessary steps to prevent any encroachment in respect of the Unit and all other Units or in respect of any squatters acquiring any rights in respect of the Unit and all other Units and the Company shall have the right to proceed in any court to enforce removal of any such encroachment and eviction of any squatter as aforementioned.

8. The Company shall effect and maintain insurance cover upon the Unit and all the other Units and all the common elements. The rights of the Grantee in such insurance shall be governed by the following provisions:-

(1) The Company shall for the benefit of the Westwind II Property obtain casualty and liability insurance as deemed necessary or desirable by the Company and each such policy shall reflect the respective interest of the Company and all Grantees of Unit Weeks in each Unit. Casualty insurance shall be in an amount equal to the maxi-

mum insurable replacement value of the Unit and the chattels without deduction for depreciation as determined annually by the Company. The premiums shall be part of the expenses to be covered by the maintenance fee. All losses thereunder shall be payable in accordance with the provisions hereunder.

(2) All insurance policies upon the Westwind II Property shall be purchased by the Company in the name of the Company for the benefit of the Company and the purchasers of Unit Weeks but without naming them.

(3) All buildings and improvements upon the Westwind II Property shall be insured in an amount equal to the maximum insurable replacement value excluding foundation and excavation costs all as determined annually by the Company and such coverage shall afford protection against:-

(a) Loss or damage by fire lightning hurricane seawave storm tempest flood riot and malicious damage aircraft and articles dropping therefrom and other hazards covered by a standard extended coverage endorsement; and

(b) Such other risks as from time to time shall be customarily covered with respect to buildings similar in construction location and use; and

(c) Public liability in such amounts and with such coverage as shall be required by the Company including but not limited to hired automobile and owned automobile coverages with cost liability endorsements to cover liabilities of the Grantees as a group; and

(d) Workmen's compensation coverage insurance.

9. In the event of any damage or destruction to the Units or the common furnishings the Association shall forthwith cause:-

(a) Such damage to be repaired and shall so apply any available insurance proceeds. If the damage is not covered by insurance or if the available insurance proceeds are insufficient the Association shall assess

the owners and the owners shall pay the cost thereof or deficiency in proportion to their ownership interest in the Unit unless the damage was caused by the intentional or negligent act or omission of any owner his family guests invitees or lessees in which event the cost of repair or deficiency shall be paid by such owner.

(b) Any amounts allocable to the Unit and payable to the owners as the result of any excess of insurance proceeds over the cost of repair or restoration of the Unit or the furnishings or any part thereof shall be distributed to the owners in proportion to their respective ownership interest in the Unit or in the discretion of the Association added to any applicable reserve for repair replacement or deferred maintenance with respect ot the Unit.

10. In this Agreement where the context so requires or admits the masculine gender includes the feminine and the neuter and the singular number includes the plural.

11. This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of The Bahamas and the Grantee by executing this Indenture agrees to accept the jurisdiction of the Courts of The Commonwealth of The Bahamas and to be bound by the provisions of the arbitration laws for arbitration of the dispute in the Commonwealth of The Bahamas.

THE FIRST SCHEDULE HEREINBEFORE REFERRED TO

ALL THAT place, parcel or lot of land being bounded on the north by Goodman's Bay, running thereon Two hundred (200) feet, on the south by West Bay Street, the main road on the Island, running thereon Two hundred (200) feet, on the east by the property of the Emerald Beach Hotel, running thereon Six hundred and seventy-six and sixty-six hundredths (676.66) feet and on the west by the property of the Bahamas Government, known as the Governor's Beach Cabana, and running thereon Six hundred and seventy-three and eighty-four hundredths (673.84) feet. The subject property comprises an area

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Missing

affixed his signature hereto in the presence of:-

E. L. Albury

IN WITNESS WHEREOF the Association has caused its Common Seal to be hereunto affixed.

The Common Seal of Westwind II Association Limited was affixed hereto by D.W. HAYWORTH the PRESIDENT of the said Company and the said D.W. HAYWORTH affixed his signature hereto in the presence of:-

E. L. Albury

IN WITNESS WHEREOF the Grantee has hereunto set his hand and seal.

Signed Sealed and Delivered by the said

in the presence of:-

STATE OF TENNESSEE,
COUNTY OF WILLIAMSON.

Personally appeared before me, Audrey M Cole a Notary Public in and for said County and State the within named Albert L. Hill, III the bargainor, with whom I am personally acquainted, and who acknowledged that he executed the within instrument for the purposes therein contained.

Witness my hand and official seal at office on the 24th day of June, 19 82

Audrey M Cole
Notary Public

My commission expires

G 78210

COMMONWEALTH OF THE BAHAMAS

New Providence

PUSH

IDENTIF. REFERENCE

FEB 1 2 55 PM '82

FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TENN.

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Dated: 25th November 1981

WESTWIND II LIMITED

AND

WESTWIND II ASSOCIATION LIMITED

TO

ALBERT HILL and
HELEN HILL

INTERVAL OWNERSHIP DEED

TOOTHE, PATON & CO
Chambers,
BITCO Building,
Bank Lane,
Nassau, Bahamas