THIS INSTRUMENT PREPARED BY:
BARRETT B. SUTTON, JR.
WHITE & REASOR
3305 WEST END AVENUE
NASHVILLE, TN 37203

SECOND AMENDMENT TO MASTER DEED
ESTABLISHING BELLE MEADE CONDOMINIUMS

THIS SECOND AMENDMENT TO MASTER DEED ESTABLISHING BELLE MEADE CONDOMINIUMS is made this 15th day of October, 1984, by Barrett B. Sutton, Jr., Trustee, with full power to sell, transfer, encumber, lease, or otherwise convey the hereinafter described property, his successors, grantees, and assigns and by David Ingram, unmarried, hereinafter jointly and severally referred to as "Owner".

W I T N E S S E T H:

WHEREAS, Owner owns all of the property known as the Belle Meade Condominiums, 715 Belle Meade Boulevard, Nashville, Tennessee, 37205 ("Property"), and said Property has been declared to be a condominium pursuant to the provisions of Tennessee Code Annotated Section 66-27-101, et seq., as amended, known as "The Horizontal Property Act", by virtue of that certain Master Deed Establishing Belle Meade Condominiums, dated November 24, 1982, recorded November 29, 1982, in Book 5969, Page 829, in the Register's Office for Davidson County, Tennessee ("Master Deed"), as amended by that certain Amendment to Master Deed Establishing Belle Meade Condominiums, dated March 10, 1983, recorded March 10, 1983, in Book 6020, Page 72, said Register's Office, and by virtue of that certain Plat of Belle Meade Condominiums, of record in Book 5200, Page 469, said Register's Office ("Plat"); and

WHEREAS, Owner desires to substitute a Revised Plat of the Belle Meade Condominiums in place of said Plat, to revise Exhibit A-1 of the Master Deed, and further to revise the Master Deed in order to declare the Carriage House located on the

Property to be an additional, Thirteenth Unit, with certain appurtenant Limited Common Elements, all as shown on said Revised Plat; and

WHEREAS, Owner desires to modify Paragraph 19 of the Master Deed in order to document certain contractual agreements regarding the subsequent sale of Unit E-2; and

WHEREAS, this Second Amendment has been executed in compliance with the requirements of Section 20 of the Master Deed Governing Amendments and in accordance with the By-Laws of the Belle Meade Condominiums Association, Inc., in order to authorize and establish the desired modification;

NOW, THEREFORE, for the purposes stated above, the Master Deed and Plat are hereby amended as follows:

1. The Revised Plat of the Belle Meade Condominiums, a copy of which is to be recorded simultaneously herewith in the Register's Office for Davidson County, Tennessee, is hereby substituted in lieu of the Plat of the Belle Meade Condominiums, as recorded in Book 5200, Page 469, said Register's Office.

2. The allocation of Units, Common Elements, and Limited Common Elements shall hereafter be as set forth on the Revised Plat. The Carriage House consisting of a separate free-standing building, having two floors, shall become an additional Thirteenth Unit, notwithstanding anything in the Master Deed to the contrary, and certain portions of the Property shall become Limited Common Elements appurtenant to the Carriage House Unit, all as shown on said Revised Plat.

3. The general description and number of each Unit, expressing its area, location, and other data necessary for its identification, shall be as set forth on Amended Exhibit A-1, which is attached hereto and incorporated herein by reference, and which is substituted in lieu of the Amended Exhibit A-1 attached to the above-referenced Amendment to Master Deed

Establishing Belle Meade Condominiums of record in Book 6020, Page 72, Register's Office for Davidson County, Tennessee.

4. Notwithstanding anything in Paragraph 3 of the Master Deed or Paragraph 2 of the Amendment to Master Deed to the contrary, said sections are amended to state that each Apartment Owner shall own an undivided interest in the Common Elements, and shall be liable for payment of a percentage of Common Expenses equal to 7.69% for each Unit owned; provided, however, that the Common Expenses incurred with respect to any Limited Common Elements shall be paid by the Owner of the Unit or Units to which such Limited Common Elements are assigned at the time the expense is incurred, as provided in Paragraph 6 of the Master Deed, subject to the exceptions contained in that Paragraph. The terms of this paragraph shall supersede the percentage of Common Expenses shown on any Plat or other condominium document previously or simultaneously recorded in connection with the Property.

5. The Master Deed, as amended, shall be deemed revised wherever necessary in order to conform to, and be consistent with the conversion of the Carriage House to a new, Thirteenth Unit, the reallocation of unit space, common elements, and limited common elements, and the reallocation of the obligations to pay common expenses which are established by this Second Amendment and by the Revised Plat. Those sections of the Master Deed, as amended, which shall be deemed to be so revised, shall include, without limitation, Paragraph 1(d), and Paragraph 2(a), (e), and (g).

6. Paragraph 19(b) of the Master Deed shall be hereby amended by adding the following provisions as a new, final paragraph for Paragraph 19(b):

> Notwithstanding anything herein to the contrary, if David Ingram desires to sell Unit E-2 to any person or entity other than a person or entity described in Sub-paragraph (c) below, then the Association shall have the right to approve the proposed purchaser within a reasonable period of time, not to

CERTIFICATION

Benjamin C. Armistead, President of Belle Meade Condominiums Association, Inc., a Tennessee corporation, not for profit, and Barrett B. Sutton, Jr., Secretary of said corporation, do hereby certify that this Second Amendment to the Master Deed Establishing Belle Meade Condominiums is made pursuant to all of the terms and requirements of the Charter and By-Laws of the corporation, and in accordance with the provisions of Section 20 of the Master Deed, as amended.

BELLE MEADE CONDOMINIUMS ASSOCIATION, INC.

BY: _____
BENJAMIN C. ARMISTEAD, President

Subscribed and sworn to before me this 17th day of October, 1984.

_____
NOTARY PUBLIC

My Commission Expires: My Commission Expires July 21, 1985

BY: Barrett B. Sutton, Jr.
BARRETT B. SUTTON, JR., Secretary

Subscribed and sworn to before me this 8th day of October, 1984.

_____
NOTARY PUBLIC

My Commission Expires: 7-18-87

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, Dana Davis, a Notary Public in and for said County and State, Barrett B. Sutton, Jr., Trustee, the within named bargainor, with whom I am personally acquainted, (or proved to me on the basis of satisfactory evidence) and who acknowledged that he executed the within instrument for the purposes therein contained.

Witness my hand and official seal, at Nashville, Tennessee, this 15th day of October, 1984.

Dana Davis
NOTARY PUBLIC

My Commission Expires: 7-18-87

STATE OF ~~TENNESSEE~~ NORTH CAROLINA)
COUNTY OF ~~DAVIDSON~~ DURHAM)

Personally appeared before me, Susan K. Johnson, a Notary Public in and for said County and State, David Ingram, the within named bargainor, with whom I am personally acquainted, (or proved to me on the basis of satisfactory evidence) and who acknowledged that he executed the within instrument for the purposes therein contained.

Witness my hand and official seal, at ~~Nashville~~ Durham, ~~Tennessee~~ North Carolina, this 24th day of OCTOBER, 1984.

Susan K. Johnson
NOTARY PUBLIC

My Commission Expires: Feb. 8, 1986

AMENDED EXHIBIT A-1

CONDOMINIUM UNIT SCHEDULE

PARCEL NO.	TYPE	SQ. FT.	% OF OWNER EXPENSES	UNIT NO.
1	4-BED	2,659	7.692	A&B-1
2	2-BED	1,844	7.692	C-1
3	2-BED	1,484	7.692	D-1
4	2-BED	1,791	7.692	E-1
5	3-BED	2,379	7.692	A&B-2
6	2-BED	1,844	7.692	C-2
7	2-BED	1,484	7.692	D-2
8	2-BED	1,791	7.692	E-2
9	3-BED	2,342	7.692	A&B-3
10	2-BED	1,844	7.692	C-3
11	2-BED	1,484	7.692	D-3
12	2-BED	1,759	7.692	E-3
13	2-BED	4,770	7.692	F-1
		27,475 SF		

exceed ten (10) days after said David Ingram gives the Association notice of the proposed sale and furnishes it with a copy of the proposed Contract of Sale. The Association will not unreasonably withhold its approval, but if the Association reasonably refuses to approve a proposed sale, it will be deemed to have agreed to purchase said Unit upon the terms set forth in the said proposed Contract of Sale. If the Association fails to notify David Ingram within the ten (10) day period of its disapproval of the proposed sale, the proposed sale will be deemed approved and the aforesaid right of first refusal waived with respect to the sale of Unit E-2 to the approved Buyer. The provisions of this paragraph are personal and contractual in nature, do not run with the land, and shall not inure to the benefit of any subsequent owner of Unit E-2.

IN WITNESS WHEREOF, Barrett B. Sutton, Jr., Trustee, and David Ingram, unmarried, have executed this Second Amendment to Master Deed Establishing Belle Meade Condominiums as of the date set forth above.

Barrett B. Sutton, Jr. Trustee
BARRETT B. SUTTON, JR., TRUSTEE

David B. Ingram
DAVID INGRAM, Unmarried

RUSH

IDENTIF. REFERENCE

Nov 14 2 05 PM '84

FELIX Z. WILSON, II REGISTER
DAVIDSON COUNTY, TN

I-63513

7156 11/14 21.00- CHECK