THIS INSTRUMENT PREPARED BY
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P.O. BOX 198062
NASHVILLE, TN 37219

FIRST AMENDMENT TO THE MASTER DEED ESTABLISHING HORIZONTAL PROPERTY REGIME OF GEORGETOWN PLACE OFFICE CONDOMINIMUMS AND TO THE BYLAWS OF GEORGETOWN PLACE OFFICE CONDOMINIUMS ASSOCIATION, INC.

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WHEREAS, Georgetown Place Associates, Ltd., a Tennessee limited partnership (the "Developer"), is the owner in fee simple of all Units at Georgetown Place Office Condominiums, a condominium project established pursuant to that certain Master Deed Establishing Horizontal Property Regime of Georgetown Place Office Condominiums, of record in Book 6241, page 303, Register's Office for Davidson County, Tennessee (the "Master Deed"); and

WHEREAS, Article XXII of the Master Deed provides that Developer may amend the provisions of the Master Deed until all Units have been sold by Developer, provided, however, that no such amendment shall affect the rights of any beneficiary of any deed of trust or mortgage encumbering an individual Unit or Units; and

WHEREAS, Article VI of the By-Laws of Georgetown Place Office Condominiums Association, Inc. (the "By-Laws"), which are attached to the Master Deed as Exhibit C thereto, provides that the By-Laws may be amended by action or approval of the voting members having at least two-thirds (2/3) of the total vote; and

WHEREAS, Developer has determined it would be advantageous to develop the Property in the form of twelve (12) Units instead of six (6) Units, as provided in the Master Deed,

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as a result of which it is necessary to amend the Master Deed and the By-Laws in certain particulars; and

WHEREAS, Developer desires to make certain other changes in the provisions of the Master Deed, in order to provide for the orderly development of the Property;

NOW, THEREFORE, in consideration of the premises, the Master Deed and the By-Laws are hereby amended as set forth below:

1. The Master Deed is amended as follows:

(a) The first recital is deleted in its entirety, and the following is substituted in lieu thereof:

> "WHEREAS, Developer is the owner in fee simple of a certain tract or parcel of real estate located in the City of Nashville, County of Davidson, State of Tennessee, as shown on the Plat of Georgetown Place of record in Book 6050, page 30, Registers Office for Davidson County, Tennessee, and more particularly described in Exhibit A which is attached hereto and made a part hereof by reference (the 'Land'); and"

(b) The second recital is deleted in its entirety, and the following is substituted in lieu thereof:

> "WHEREAS, this entire general office project comprising the Land and the Building, as hereinafter defined, is herein called GEORGETOWN PLACE OFFICE CONDOMINIUMS, a plan of which is attached hereto as Exhibit A-1 and incorporated herein by reference (the 'Plan'); and"

(c) Article I, Section 4, is deleted in its entirety, and the following is substituted in lieu thereof:

"Section 4. 'Condominium Unit' or 'Unit' means a part of the Property, including one (1) or more rooms and occupying one (1) or more floors or a part or parts thereof, designed or intended for independent use as a general office or such other incidental uses permitted by this Master Deed, as set forth on the Plan. Each Unit shall consist of the space enclosed and bounded by the horizontal and vertical planes constituting the interior surfaces of the perimeter walls, floors and ceilings of such Unit as shown on the Plan, together with all systems, fixtures and equipment, including the plumbing and electrical systems and the heating, ventilating, and air conditioning equipment, designed to serve each Unit. Units 100A, 102A, 104A, 106A, 108A and 110A (such Units being sometimes collectively referred to herein as the 'Lower Level Units') shall include the ground floor, the basement parking and storage area, and the stairwell connecting the ground floor vestibule to the basement area for each such Unit. Units 100B, 102B, 104B, 106B, 108B and 110B (such Units being sometimes collectively referred to herein as the 'Upper Level Units') shall include the second floor and the stairwell connecting the ground floor vestibule to said second floor."

(d) Article I, Section 6, is deleted in its entirety, and the following is substituted in lieu thereof:

"Section 6. 'Limited Common Elements' shall mean those Common Elements which are agreed upon by all of the Unit Owners, as hereinafter defined, to be reserved for the use of a certain number of Units to the exclusion of the other Units. The ground floor vestibule serving as the entry area for each Lower Level Unit and the Upper Level Unit immediately above said Lower Level Unit is hereby designated as a Limited Common Element reserved for the use of the Lower Level Unit and the Upper Level Unit which use such ground floor vestibule for access, ingress and egress. Developer or the Board, as hereinafter defined, may from time to time designate additional portions of the Common Elements as Limited Common Elements."

(e) Article I, Section 10, is amended by deleting the word "Plat" and substituting in lieu thereof the word "Plan."

(f) Article II, Section 2, is amended by deleting the word "Plat" and substituting in lieu thereof the word "Plan."

(g) Article III is deleted in its entirety, and the following is substituted in lieu thereof:

> "The Plan which is attached hereto as Exhibit A-1, and incorporated herein by reference, sets forth the areas, locations and other data as required by the Act, including (a) the Land and its exterior boundaries; (b) the Building; and (c) each Unit of the Building. The building shall be a concrete masonry and wood building containing twenty thousand six hundred eighty (20,680) square feet of floor area on the first and second floor levels, with a basement level for parking and storage containing eight thousand three hundred seventy-five (8,375) square feet of floor area."

(h) Article IV, Section 1, is deleted in its entirety, and the following is substituted in lieu thereof:

> "Section 1. Within the Building shall be situated twelve (12) separate individual Units, all for general office purposes. Each Unit is identified on the Plan by a distinguishing number or other symbol. The legal description of each Unit shall refer to such identifying number or symbol. The floor area of each Unit, including the basement and first floor or second floor levels, is set forth as follows:

Unit No.	Floor Area in Square Feet	
100A	Basement	1,270
	First Floor	1,516
	Total	2,786
102A	Basement	1,372
	First Floor	1,666
	Total	3,038
104A	Basement	1,372
	First Floor	1,600
	Total	2,972
106A	Basement	1,372
	First Floor	1,600
	Total	2,972
108A	Basement	1,372
	First Floor	1,666
	Total	3,038
110A	Basement	1,617
	First Floor	1,875
	Total	3,492
100B	Second Floor	1,698
	Total	1,698
102B	Second Floor	1,992
	Total	1,992
104B	Second Floor	1,600
	Total	1,600
106B	Second Floor	1,600
	Total	1,600
108B	Second Floor	1,992
	Total	1,992
110B	Second Floor	1,875
	Total	1,875"

(i) Article V, Section 3 is deleted in its entirety, and the following is substituted in lieu thereof:

"Section 3. The undivided right, title and interest of each Unit Owner as an incident and appurtenance to his ownership of such Unit, in the Land and in the other General Common Elements and in all of the improvements and facilities thereon (excepting always the individual Units, as above described and as shown on the Plan) and his pro rata share in the income, if any, and of expenses and assessments and his undivided interest in the General Common Elements and facilities and improvements thereon and in the funds and property held by the Board of Directors of the Association, shall be on the basis of the ratio which the square footage of his Unit bears to the total square footage of all the Units in the Building, excluding, in such computation, the basement parking areas of all Lower Level Units, as said ratios are shown on Exhibit B, which is attached hereto and made a part hereof by reference."

(j) Article VI is deleted in its entirety, and the following substituted in lieu thereof:

"Each Unit Owner shall be entitled to the percentage of ownership in the Common Elements set forth opposite the respective Units in Exhibit B. The aforesaid percentages of ownership interest have been computed and determined on the basis of the ratio which the square footage of each Unit bears to the total square footage of all the Units in the Building, excluding, in such computation, the basement parking areas of all Lower Level Units. Such percentages of ownership interest shall remain constant unless hereafter changed by recorded Amendment to this Master Deed, consented to in writing by all Unit Owners and the beneficiaries of all deeds of trust or mortgages encumbering the Units. Said ownership interests in the Common Elements shall be undivided interests, and the Common Elements shall be owned by the Unit Owners as tenants in common in accordance with their respective percentages of ownership as set forth in Exhibit B. The ownership of each Unit and of the Unit Owner's corresponding percentage of ownership in the Common Elements shall not be separated."

(k) Article XVI, Section 3, is deleted in its entirety, and the following is substituted in lieu thereof:

> "Section 3. Any Unit Owner of an Upper Level Unit shall have the right to construct an additional doorway in the Building at his sole expense for entrance to and exit from such Unit; provided, however, that the plans and specifications for such construction shall have been first submitted to and approved in writing by the Board. Furthermore, if any Unit Owner owns an Upper Level Unit and the Lower Level Unit directly below it, any additional doorway theretofore constructed in the Building may be removed by such Unit Owner at his sole expense; provided that the plans and specifications for such removal shall have been first submitted to and approved in writing by the Board."

(l) Article XVI, Section 5, is deleted in its entirety, and the following is substituted in lieu thereof:

> "Section 5. Any Unit Owner may make alterations, additions or improvements to his Unit not visible from the exterior of the Building without the prior written approval of the Board, but in any event such Unit Owner shall be responsible for any damage to other Units, the Limited Common Elements, or the Common Elements as a result of such alterations, additions or improvements. Notwithstanding the foregoing, no Unit Owner of a Lower Level Unit may change or alter the basement parking area of his Unit in such a manner as to decrease the number of parking spaces therein, without the prior unanimous consent in writing of the Board."

(m) Article XVI is amended by adding thereto the following new Section 6:

> "Section 6. The Building has been constructed such that for each Lower Level Unit and the Upper Level Unit immediately above it, there is

one electricity meter and one gas meter, with such meters serving both the Lower Level Unit and the Upper Level Unit. In the event that the Upper Level Unit and the Lower Level Unit are not owned by the same Person, the Unit Owner of the Upper Level Unit shall install at his expense one additional electricity meter and one additional gas meter to serve the Upper Level Unit exclusively, and the existing electricity and gas meters shall serve the Lower Level Unit exclusively. All Unit Owners of Lower Level Units shall permit any necessary entry and construction upon their Units that may be necessary in order to install the additional meters pursuant to this Section, together with the lines for such meters, which lines shall run along the ceiling of the basement area of some or all of the Lower Level Units. Any damage to a Lower Level Unit caused thereby shall be repaired at the expense of the Unit Owner of such Upper Level Unit."

(n) Article XVII is amended by deleting the word "Plat" and substituting in lieu thereof the word "Plan".

(o) Article XX is amended by adding thereto the following new Section 2 after Section 1 and renumbering Sections 2 through 17 as Sections 3 through 18, respectively:

"Section 2. The basement parking areas within each Lower Level Unit shall be used only for the parking of vehicles normally used for commuting or business, and for no other use."

(p) Article XXII is amended by adding thereto at the end of said Section the following language:

"Any modification of the Master Deed together with all Exhibits thereto as amended, which results in a reduction of the number of parking spaces within the Common Elements as shown on Exhibit A-1 to said Master Deed shall be subject to the prior written approval of all beneficiaries of all deeds of trust or mortgages which encumber an individual Unit or Units."

(q) There is inserted after Exhibit A to the Master Deed a new Exhibit A-1, the same being the Plan of Georgetown Place Office Condominiums which is attached hereto as Exhibit A-1 and incorporated herein by reference.

(r) Exhibit B to the Master Deed is deleted, and a new Exhibit B is substituted in lieu thereof, the same being attached hereto as Exhibit B and incorporated herein by reference.

2. The By-Laws are amended by deleting the table showing the number of votes to which each Unit is entitled, as set forth in Article II, Section 2 of said By-Laws, and substituting in lieu thereof the following table:

"Unit Number	Number of Votes
100A	8.43
102A	9.21
104A	8.94
106A	8.94
108A	9.21
110A	11.11
100B	6.97
102B	8.18
104B	6.57
106B	6.57
108B	8.18
110B	7.70"

Except as herein expressly modified or amended, the Master Deed and the By-Laws shall remain in full force and effect.

Commerce Union Bank, the beneficiary of that certain Deed of Trust of record in Book 6239, page 820, Register's Office for Davidson County, Tennessee, joins herein for the purpose of consenting to the amendments to the Master Deed and the By-Laws made hereby.

IN WITNESS WHEREOF, Developer and Commerce Union Bank have executed this instrument on the 16th day of NOVEMBER, 1984.

GEORGETOWN PLACE ASSOCIATES, LTD.

By: Elkay Properties, Inc.,
Managing General Partner

By: _____
Title: Vice Pres

COMMERCE UNION BANK

By: _____
Title: Vice President

STATE OF TENNESSEE

COUNTY OF DAVIDSON

Before me, ANDREA BARACH, a Notary Public of the State and County aforesaid, personally appeared HENRY E. KROMER, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself to be VICE PRESIDENT of Elkay Properties, Inc., a corporation, which corporation is the Managing General Partner of Georgetown Place Associates, Ltd., the within named bargainor, a limited partnership, and that he as such VICE PRESIDENT of such Managing General Partner, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation as Managing General Partner by himself as VICE PRESIDENT.

WITNESS my hand and seal, at office in Nashville, Tennessee, this 16th day of NOVEMBER, 1984.

Andrea Barach
Notary Public

My Commission Expires: 11-1-87

ANDREA BARACH NOTARY PUBLIC DAVIDSON COUNTY, TENN.

STATE OF TENNESSEE
COUNTY OF DAVIDSON

Before me, Debra M. Morton, a Notary Public of the State and County aforesaid, personally appeared Theodore R. Blair, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself to be Vice President of Commerce Union Bank, the within named bargainor, a banking corporation, and that he as such Vice President executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as Vice President.

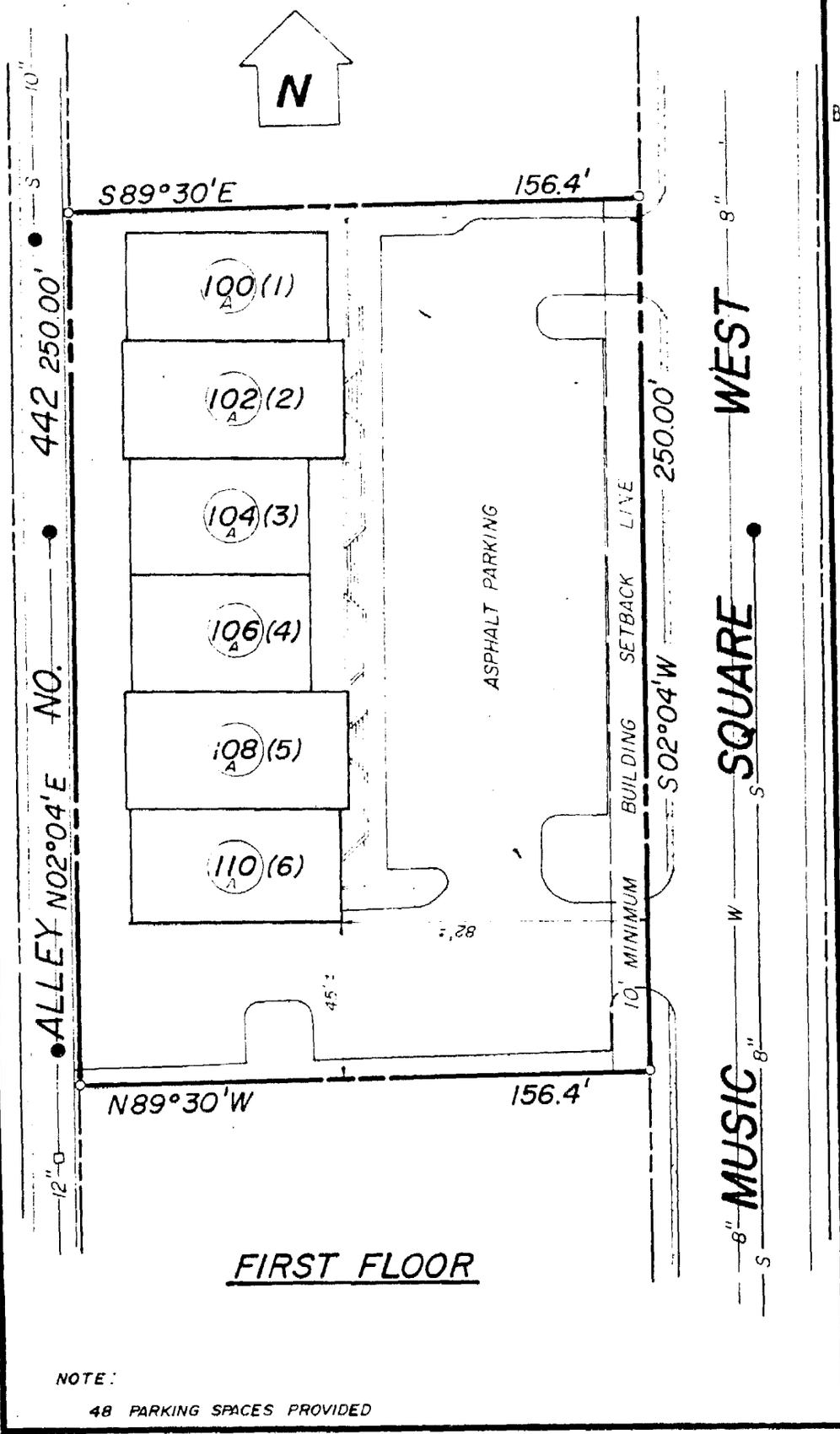
WITNESS my hand and seal, at office in Nashville, Tennessee, this 19th day of November, 1984.

Debra M. Morton
Notary Public

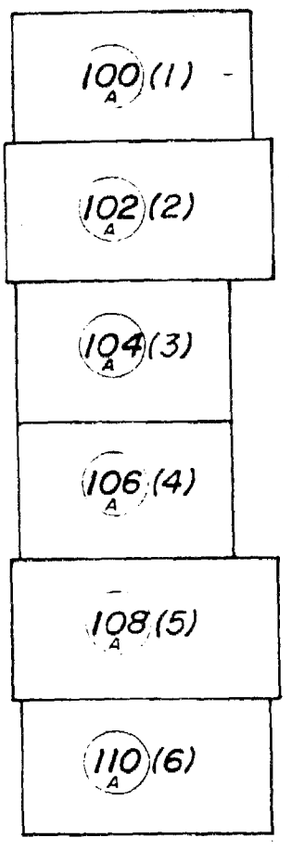
My Commission Expires: 7-27-85

DEBRA M. MORTON NOTARY PUBLIC DAVIDSON COUNTY, TENN.

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FIRST FLOOR



BASEMENT FLOOR

NOTE:
48 PARKING SPACES PROVIDED

PLAN OF GEORGETOWN PLACE OFFICE CONDOMINIUM

33 MUSIC SQUARE WEST
FIRST CIVIL DISTRICT
NASHVILLE
DAVIDSON COUNTY
TENNESSEE

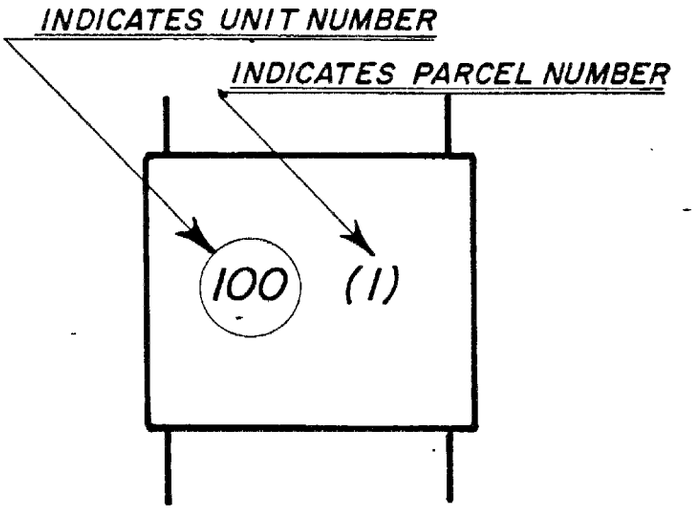
BARGE WAGGONER
SUMNER & CANNON
404 JAMES ROBERTSON PARKWAY
NASHVILLE, TENNESSEE

40 0 25 50 75 100

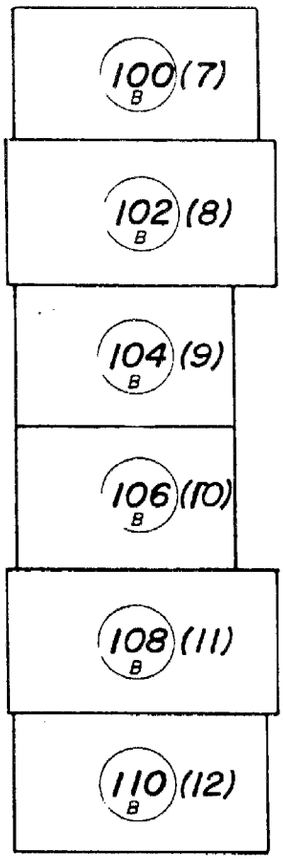
EXHIBIT A1

< 1 >

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TYPICAL UNIT DESIGNATION



SECOND FLOOR

PARCEL NO.	UNIT NO.	AREA/SQUARE FEET
1	100A	2,786
2	102A	3,038
3	104A	2,972
4	106A	2,972
5	108A	3,038
6	110A	3,492
7	100B	1,698
8	102B	1,992
9	104B	1,600
10	106B	1,600
11	108B	1,992
12	110B	1,875

UNIT SCHEDULE

SURVEYOR'S CERTIFICATE

I HEREBY CERTIFY THAT THE INFORMATION GIVEN HEREON IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

By: E. J. Thornton Jr.

Date: 9/13/84



NOTE:

AREA IN SQUARE FEET TAKEN FROM DRAWINGS BY ARCHITECTS NORRIS & LYNCH, INC.

PLAN OF GEORGETOWN PLACE OFFICE CONDOMINIUM

33 MUSIC SQUARE WEST
FIRST CIVIL DISTRICT
NASHVILLE
DAVIDSON COUNTY
TENNESSEE

BARGE WAGGONER
SUMNER & CANNON
404 JAMES ROBERTSON PARKWAY
NASHVILLE, TENNESSEE

EXHIBIT B

PERCENTAGE OF OWNERSHIP INTEREST IN THE COMMON ELEMENTS APPURTENANT TO EACH UNIT

Unit Number	Percentage of Ownership Interest in the Common Elements
100A	8.43%
100B	6.97%
102A	9.21%
102B	8.18%
104A	8.94%
104B	6.57%
106A	8.94%
106B	6.57%
108A	9.21%
108B	8.18%
110A	11.11%
110B	7.70%

RECD
IDENTIF. REFERENCE
NOV 21 11 14 AM 1984
DAVIDSON COUNTY, TN
I 6 5 0 5 3