This Instrument was prepared by:

Gail Pigg, Attorney
Suite 1401
One Commerce Place
Nashville, Tennessee 37239

Mail

ADDRESS NEW OWNERS AS FOLLOWS:	SEND TAX BILLS TO:	MAP & PARCEL NO.
(Portland Place (c/o Bailey Enterprises, Inc. (5115 Maryland Way (Suite 205, Chapple Building (Brentwood, Tennessee 37027	Same	104-11 Par 208 Jr

BOOK 6557 PAGE 261

MASTER DEED

ESTABLISHING A HORIZONTAL PROPERTY REGIME OF

PORTLAND PLACE

THIS MASTER DEED is made this 14th day of May, 1985, by Bailey Enterprises, Inc. (herein called "Developer"), for itself, its successors or assigns, wherein the Developer makes the following declarations and submissions.

1. PURPOSE. The purpose of this Master Deed is to submit the land described in Exhibit "A" attached hereto and made a part hereof, and the improvements thereon to the regime established by Chapter 27 of Title 66 of Tennessee Code Annotated, thereby establishing a horizontal property regime.

2. NAME AND ADDRESS. The name by which this horizontal property regime is to be identified is Portland Place, a condominium, and it is located at the corner of Calhoun Avenue and Portland Avenue, Nashville, Davidson County, Tennessee.

3. SUBMISSION OF THE PROPERTY. The Developer hereby submits the land described in Exhibit A, together with the buildings and improvements thereon, owned by the Developer in fee simple absolute, to the provisions of Chapter 27 of Title 66 Tennessee Code Annotated, hereby establishing a horizontal property regime which "TRACT A" is shown on a plan recorded in Book _____, page _____, in the Register's Office for Davidson County, Tennessee.

4. LAND INCLUDED IN PROPERTY. The land included in the property consists of the land described in Exhibit "A" hereto, which is made a part hereof by reference. Said land will sometimes be referred to as the "Property" or Portland Place. The fee simple absolute title in such land is hereby vested in the horizontal property regime hereby established.

5. THE UNITS. There are ten units, which are expected to be substantially completed on or about one month from date of recording herewith. The units are all of two bedroom townhouse design and are located in one building. The building consists of two structural stories. The square footage for the aforesaid units is reflected on the plat attached hereto as Exhibit B. A drive and sidewalks are constructed on the land. Open parking areas are shown on said plat. The buildings are constructed of concrete block foundations and a wood frame construction with stucco on the exterior of each apartment. The first floor structure is of 2 x 10 wood and second floors are of wood structure. Ceilings are drywall on wood frame construction. The interior walls will generally be drywall on wood frame construction. The interior walls of each apartment will have clear space in between, while the exterior walls will have 3-1/2 inch (full thick) batt insulation and the walls between apartments will be double walls with a one (1) inch clear space in between and each such wall shall be insulated with full thick batt insulation. The apartments are centrally heated and cooled by electricity with individual controls in each apartment. Each apartment will have an individual electric water heater.

6. APARTMENTS. The said Plat shows the location and anticipated number of square feet of all apartments in the buildings and their respective apartment numbers.

7. DIMENSIONS OF APARTMENTS. Each apartment consists of the area measured horizontally from the apartment side of the dry-wall or paneling of the walls facing the exterior of the building to the apartment side of the dry-wall of paneling of the wall and partition separating such apartment from corridors, stairs, incinerators and other mechanical equipment spaces (if any) and, where walls and

partitions separate such apartment from other apartments, to the side of the dry-wall or paneling of such walls and partitions facing such apartment; where dry-wall or paneling separates one room in an apartment from another such room, from one side of each room wall to the other side of such room's opposite wall. Vertically, each apartment consists of the space between the first floor and its ceiling, in the townhouse and cottage apartments; and in the townhouse apartments, that space on the second floor between the top of the second floor and the underside of the second floor ceiling.

8. USE OF APARTMENTS. Each of the apartments shall be used as a single family residence only.

9. COMMON ELEMENTS AND LIMITED COMMON ELEMENTS. The common elements consist of the entire property, including all parts of the buildings other than the apartments and including, without limitation, the following:

(a) The land.

(b) All foundations, columns, girders, beams and supports.

(c) All roofs; all exterior walls of the building and not including the portions thereof on the apartment side of the dry-wall or paneling of such walls; and the portions between the apartment sides of walls and partitions between apartments; and all floors and ceilings. No co-owner shall be deemed to own the undecorated and/or unfinished surfaces of the perimeter walls, floors, ceilings, windows and doors bounding his apartment, nor shall such co-owner be deemed to own the utilities (without limitation) running through his apartment which are utilized for, or serve more than one apartment, except as a right in common to share the same with the other co-owners. A co-owner, however, shall be deemed to own and shall have the exclusive right to paint, repaint, tile wax, paper or otherwise refinish and decorate the inner surfaces of the walls, floors, ceilings, windows and doors bounding his apartment.

(d) All corridors, lobbies, sidewalks, stairs, stairways and entrances to and exits from any building, but only if in a common area and not within the boundaries or perimeters of any apartment.

(e) All yards, greens, sidewalks, all open parking and driveway areas which will be common elements in common.

(f) All attic space.

(g) All utility pipes (excluding pipes defined as limited common elements.)

(h) Limited common elements are defined as those common elements which are reserved for the use of a certain apartment or apartments to the exclusion of the other apartments. All porches, and stoops, which serve individual apartments are limited common elements for the exclusive use of the sole co-owner whose apartment they serve. All heat and air equipment and lines and all utility pipes, i.e., plumbing inside walls of a building which serve one unit only are limited common elements. Party walls between apartments shall be limited common elements of the respective apartments upon which they abut.

(k) The interest of each co-owner in the common elements is an equal one-tenth (1/10) undivided interest.

10. ENCROACHMENTS. If any portion of the common elements now encroaches upon any apartment, or if any apartment now encroaches upon any other apartment or upon any portion of the common elements, as a result of the construction of a building or any building, or if any such encroachment shall occur hereafter as a result of settling or shifting of a building, or any building, a valid easement for the encroachment and for the maintenance of the same so long as such building stands, shall exist. In the event such building, an apartment, any adjoining apartment, or any adjoining common element, shall be partially or totally destroyed as a result of fire or other casualty or as a result of condemnation or eminent domain proceedings, and then rebuilt, encroachments of parts of the common elements upon any apartment or of any apartment upon any other apartment or upon any portion of the common elements, due to such rebuilding, shall be permitted, and valid easements for such encroachments and the maintenance thereof shall exist so long as any such building shall stand.

11. PIPES, DUCTS, CABLES, WIRES, CONDUITS, PUBLIC UTILITY LINES AND OTHER COMMON ELEMENTS LOCATED INSIDE OF APARTMENT. Each apartment owner shall have an easement in common with the owners of all other apartments to use all pipes, wires, ducts, cables, conduits, public utility lines and other common elements located in any of the other apartments and serving his apartment. Each apartment shall be subject to an easement in favor of the owners of all other apart-

ments to use the pipes, ducts, cables (television, communication or otherwise), wires, conduits, public utility lines and other common elements serving such other apartments and located in such apartment. The Board of Managers shall have a right of access to each apartment to inspect the same, to remove violations therefrom and to maintain, repair or replace the common elements contained therein. No co-owner shall deny access to any other co-owner to his apartment or attic space serving such apartment for purposes of repair or inspection of such pipes, wires, ducts, cables, condiuts, public utility lines or other common elements.

12. APARTMENTS SUBJECT TO MASTER DEED. All present and future co-owners and tenants of apartments shall be subject to and shall comply with the provisions of this Master Deed and any restrictions or rules in the By-Laws which are more than administrative in nature such as, but not limited to, reservations and future rights of the Developer shall be incorporated and become a part of this Master Deed by reference. The acceptance of a deed of conveyance, devise, inheritance or the entering into of a lease of an apartment or entering into occupancy of an apartment, shall constitute an agreement that the provisions of this Master Deed and such By-Law provisions are accepted and ratified by each co-owner and tenant, and all of such provisions shall be deemed and taken to be covenants running with the land and shall bind any person having at any time any interest or estate in such apartment, as though such provisions were recited and stipulated in full in each and every deed or lease thereof.

13. APARTMENTS SUBJECT TO BY-LAWS AND RULES AND REGULATIONS. All present and future co-owners, tenants and occupants of an apartment shall be subject to, and shall comply with, the provisions of the By-Laws and the Rules and Regulations appended hereto and recorded herewith, pursuant to Tennessee Code Annotated, Section 67-27-111, as they may be amended from time to time. The acceptance of a deed of conveyance, devise or of a lease to an apartment, or the entering into occupancy of any apartment shall constitute an agreement that the provisions of the said By-Laws and the Rules and Regulations, as they may be amended from time to time, are accepted and ratified by such co-owner, tenant or occupant, and all of such

provisions shall be deemed and taken to be covenants running with the land and shall bind any person having at any time any interest or estate in such apartment, as though such provisions were recited and stipulated at length in each and every deed, conveyance or lease thereof.

14. AMENDMENT. This Master Deed may be amended by a deed of amendment joined in by co-owners representing at least sixty-seven (67%) percent of the total then existing apartments in the horizontal property regime, which deed shall be recorded in the Register's Office of Davidson County, Tennessee.

15. WAIVER. No provision contained in this Master Deed shall be deemed to have been abrogated or waived by reason of any failure to enforce it, regardless of the number of violations or breaches which may occur.

16. CAPTIONS. The captions herein are inserted only as a matter of convenience and for reference and neither define, limit or described the scope of this Master Deed nor the intent of any provision hereof.

17. GENDER. The use of the masculine gender in this Master Deed shall be deemed to refer to the feminine gender and the singular shall be deemed to refer to the plural and visa versa, whenever the context so requires.

IN WITNESS WHEREOF, the Developer has executed this Master Deed at Nashville, Davidson County, Tennessee, on this 13th day of May, 1985.

BAILEY ENTERPRISES, INC.

BY: Juanita P. Bailey

IDENTIF. REFERENCE

J 0 4 9 9 8

MAY 15 10 12 AM '85

FELIX A. WILLIAMS, JR. REGISTER
DAVIDSON COUNTY, TN

STATE OF TENNESSEE)

COUNTY OF DAVIDSON)

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, Juanita P Bailey with whom I am personally acquainted, and who, upon oath, acknowledged ~~him~~her self to be Secretary of Bailey Enterprises, Inc. the within named bargainor, a corporation, and that she as such Secretary, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by herself as such Secretary.

Witness my hand and seal, at office in Nashville, Tennessee, this 14th day of May, 1985.

Gail Pigg
Notary Public

GAIL PIGG NOTARY PUBLIC AT LARGE TENNESSEE

Commission Expires: 10/24/88

EXHIBIT A

TRACT ONE

Land in Davidson County, Tennessee being the southerly part of Lot 10 on the Map of W.W. Dillon's Subdivision of Lots 1 and 2 in George I. Waddy Subdivision of the Baxter Lands as of record in Book 332, page 115, Register's Office of Davidson County, Tennessee.

Said part of Lot No. 10 fronts 50 feet on the Northerly side of Portland Avenue (formerly Overall Street) and runs back between parallel lines 145 ± feet to the southerly margin of a private alley.

Being the same property conveyed to Bailey Enterprises Inc. by deed from Jean Bass Crawford, a widow, of record in Book 6157, page 31, the Register's Office of Davidson County, Tennessee.

TRACT TWO

Land in Davidson County, Tennessee being the southerly part of Lot 11 on the Map of W.W. Dillon's Subdivision of Lots 1 and 2 in George I. Waddy Subdivision of the Baxter Lands as of record in Book 332, page 115, Register's Office of Davidson County, Tennessee.

Said Lot 11 fronts 50 feet on the northerly side of Portland Avenue and runs back between parallel lines with the easterly margin of Calhoun Street 145 ± feet to the southerly margin of a private alley.

Being the same property conveyed to Bailey Enterprises Inc. by deed from Jean Bass Crawford, a widow, of record in Book 6157, page 31, the Register's Office of Davidson County, Tennessee.

BOOK 6557 PG 269

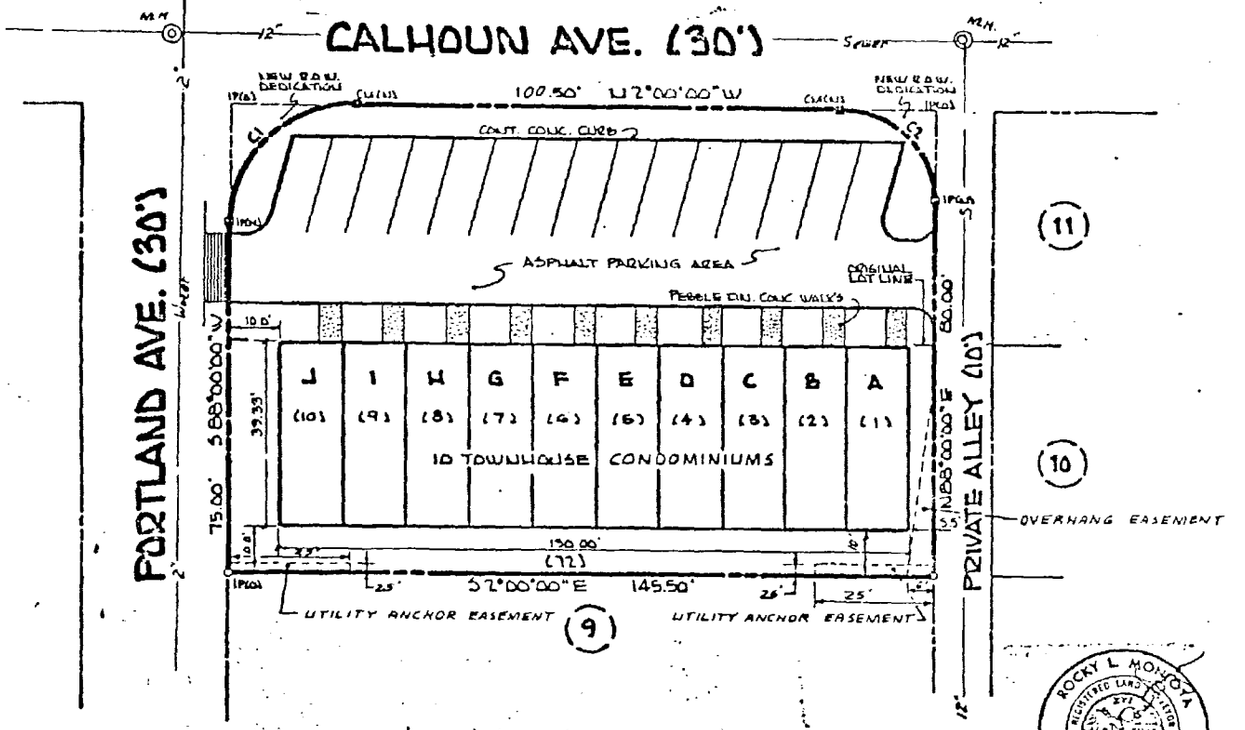
EXHIBIT B

R.O.W. CURVE DATA

C1: Δ = 90°00'00" R = 25.00' L = 39.27' T = 25.00' Ch = 35.36' N 47°00'00" W

C2: Δ = 90°00'00" R = 20.00' L = 31.42' T = 20.00' Ch = 28.28' N 43°00'00" E

MAP



OWNER'S CERTIFICATE

THE UNDERSIGNED HEREBY CERTIFIES THAT HE IS THE OWNER OF THE PROPERTY SHOWN HEREON AS EVIDENCED IN BOOK 6157, PAGE 31, REGISTER'S OFFICE OF DAVIDSON COUNTY, TENNESSEE, AND DOES HEREBY ADOPT THE PLAN OF THE PROPERTY AS SHOWN HEREON, ESTABLISH COMMON ELEMENTS FOR THE BENEFIT OF THE HORIZONTAL PROPERTY REGIME AND DEDICATE THERETO ALL PUBLIC UTILITY EASEMENTS SHOWN HEREON. THIS PLAN SHALL NOT BE ALTERED OR CHANGED UNLESS OTHERWISE APPROVED BY THE METROPOLITAN PLANNING COMMISSION. EASEMENTS FOR INGRESS AND EGRESS ARE RESERVED HEREBY UPON ALL ACCESS EASEMENTS AS SHOWN HEREON OR UPON ANY APPROVED REVISION HEREON FOR THE BENEFIT OF THE PURCHASERS OF PROPERTIES WITHIN THE DEVELOPMENT, THEIR INVITEES, LIENORS AND OTHER PARTIES CLAIMING BY, THROUGH, OR UNDER THEM. THE ACCESS EASEMENTS SHOWN HEREON ARE RESERVED BY THE AFORESAID OWNER AND ARE NOT DEDICATED TO THE PUBLIC.

NAME: Bailey Enterprises by Marshall L. Bailey DATE: 9-19-84

SURVEYOR'S CERTIFICATE

I HEREBY CERTIFY THAT THE PLAT SHOWN HEREON AS Portland Place CONDOMINIUMS IS CORRECT AND REPRESENTS THE SOUTHERLY PART OF LOTS 10 AND 11 ON THE MAP OF W.W. DILLONS S/D OF LOTS 1 & 2 IN GEORGE I. WADDEY'S S/D OF THE BAXTER LANDS OF RECORD IN BOOK 332, PAGE 115, R.O.D.C., TN AS MAY BE REVISED BY ANY NOTES AND SYMBOLS SHOWN HEREON.

NAME: R. L. Montoya DATE: 6-27-84

NUMBER 84-670-U

NOTES:

1. PARCEL NUMBERS SHOWN THUS (208) PERTAINS TO PROPERTY MAP 104-11E
2. THIS IS A CLASS "B" SURVEY AND THE RATIO OF PRECISION OF THE UNADJUSTED SURVEY IS AT LEAST 1:5000.
3. PROPERTY ZONING CLASSIFICATION: RM-6
4. THE RECORDING OF THIS PLAT AMENDS THE RECORDING OF THE SOUTHERLY PART OF LOTS 10 AND 11 ON THE MAP OF W.W. DILLONS SUBDIVISION OF LOT NO'S. 1 & 2 IN GEORGE I. WADDEY'S SUBDIVISION OF THE BAXTER LANDS AS OF RECORD IN BOOK 332 PAGE 115 R.O.D.C., TENNESSEE.
5. THE REQUIREMENTS OF ORDINANCE 084-142 WILL APPLY TO THE RECORDING OF THIS CONDOMINIUM PLAT.
6. MINIMUM BUILDING SETBACK LINES TO BE DETERMINED BY METROPOLITAN ZONING REGULATIONS.
7. OWNER & DEVELOPER: BAILEY ENTERPRISES, INC. P.O. BOX 615 - BRENTWOOD, TN 37207

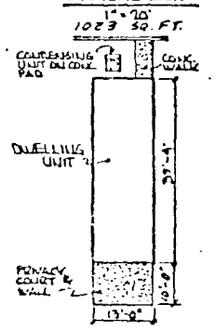
GRAPHIC SCALE (FEET) 0 10 20 30 40 80

RM-6 ( )

TYPICAL UNIT

1" = 20'

102 & 50 SQ. FT.



AREA WITHIN BOUNDARY: 14,550 SQ. FT.
AREA WITHIN R.O.W. DEDICATION: 220 SQ. FT.

NOTES CONTINUED

8. SEE APPEALS CASE # 83-346 FOR REAR YARD VARIANCE.
9. MASTER DEED RECORDED IN DEED BOOK PAGE R.O.D.C., TENN.

A CONDOMINIUM PLAT OF

PORTLAND PLACE

NASHVILLE, DAVIDSON COUNTY, TN

SCALE: 1" = 20' DATE: 8-27-84

r.l. montoya - LAND SURVEYING
635 JOHNNY CASH PARKWAY
HENDERSONVILLE, TN 37075

JOB NO. 84-4-45

BY-LAWS

OF

(A HORIZONTAL PROPERTY REGIME)

Nashville, Davidson County, Tennessee

ARTICLE I

FORM OF APARTMENT ADMINISTRATION

SECTION 1. Apartment Unit Ownership. The property located on Calhoun Avenue and Portland Avenue, Nashville, Davidson County, Tennessee, has been submitted to the provisions of Chapter 27 of Title 66 of Tennessee Code Annotated by a Master Deed recorded in the Register's Office of Davidson County, Tennessee, simultaneously herewith, to which these By-Laws are appended to and recorded with, and shall hereinafter be known as Portland Place, a Condominium (hereinafter called the "Condominiums").

SECTION 2. Applicability of By-Laws. The provisions of these By-Laws are applicable to the property of the Condominium and to the use and occupancy thereof. The term "Property" as used herein, shall include the land, the buildings, all improvements and structures thereon, and all easements, rights and appurtenances belonging thereto, all of which are submitted to the provisions of said chapter 27 of Title 66 of Tennessee Code Annotated.

SECTION 3. Application. These By-Laws and each change made in accordance herewith and pursuant to Tennessee Code Annotated, Sections 66-27-111 and 66-27-112, are and shall be covenants running with each apartment and binding on each successive co-owner, lessee or mortgagee of each apartment in the Condominium. All present and future owners, mortgagees, lessees and occupants of apartments and their employees, and any other persons who may use the facilities of the property in any manner are subject to these By-Laws, the Master Deed and the Rules and Regulations. The acceptance, whether from Developer or a co-owner, of a deed or conveyance, or mortgage, or the entering into of a lease with the Developer or a co-owner, or the act of occupancy of an apartment shall con stitute a covenant and an agreement by the grantee, conveyee,

mortgagee, lessee or occupant that these By-Laws, the Rules and Regulations and the provisions of the Master Deed, as they may be amended from time to time, are accepted, ratified, and will be complied with, and further, that he will make the provisions herein known to any subsequent purchaser, lessee or mortgagee.

SECTION 4. Office. The office of the Condominium and of the Board of Managers shall be located at such location as the Board of Managers may from time to time designate.

ARTICLE II

BOARD OF MANAGERS

SECTION 1. Number and Qualifications. The affairs of the Condominium shall be governed by a Board of Managers. Until four (4) months from the time that seventy-five (75%) percent of the apartments have been conveyed to purchasers of the Condominiums, or until thirty-six (36) months from the date of the conveyance of the first unit, whichever event occurs first, and thereafter until their successors shall have been elected by the co-owners, the initial Board of Managers shall consist of Marshall Bailey, or his successor as President of Bailey Enterprises Inc., and two other co-owners designated by Developer. Marsha-l Bailey and the other members of the Board of Managers appointed by Developer, shall each have one vote in determining matters by the Board of Managers. Thereafter, the Board of Managers shall be composed of three persons, all of whom shall be owners or spouses of owners of apartments; or, in the case of partnership owners, shall be members or employees of such partnership; or, in the case of corporate owners, shall be officers, stockholders or employees of such corporations; or, employees of such fiduciaries.

SECTION 2. Powers and Duties. The Board of Managers shall have the powers and duties necessary for the administration of the affairs of the condominium and may do all such acts and things except as by law or by the Master Deed or by these By-Laws may not be delegated to the Board of Managers by the co-owners. Such powers and duties of the Board of Managers shall include, but shall not be limited to, the following;

(a) Operation, care, upkeep and maintenance of the common elements in accordance with the other provisions of these By-Laws.

(a-1) The granting of permits, licenses and easements over the Common Area as deemed necessary by the Board of utilities, roads and other purposes reasonable necessary for the proper maintenance operation of the condominium project.

(b) Determination of the common expenses required for the affairs of the Condominium including, without limitation, the operation and maintenance of the property.

(c) Collection of the common charges from the co-owners.

(d) Employment and dismissal of the personnel necessary for the maintenance and operation of the common elements.

(e) Adoption and amendments or rules and regulations covering the details of the operation and use of the property.

(f) Opening of bank accounts on behalf of the Condominium and designating the signatories required therefor.

(g) Purchasing or leasing or otherwise acquiring in the name of the Board of Managers, or its designee, corporate or otherwise, on behalf of all apartment owners, apartments offered for sale or lease or surrendered by their owners to the Board of Managers.

(h) Purchasing of apartments at foreclosure or other judicial sales in the name of the Board of Managers, or its designee corporate or otherwise, on behalf of all co-owners.

(i) Selling, leasing, mortgaging, voting the votes appurtenant to (other than for the election of members of the Board of Managers), or otherwise dealing with apartments acquired by, and subleasing apartments leased by, the Board of Managers or its designee, corporate or otherwise, on behalf of all co-owners.

(j) Organizing corporations to act as designees of the Board of Managers in acquiring title to or leasing of apartments on behalf of all co-owners.

(k) Obtaining of insurance for the property, including the apartments, pursuant to the provisions of Article V, Section 2 hereof.

(l) Making of repairs, additions and improvements to or alterations of the property and repairs to and restoration of the property, in accordance with the other provisions of these By-Laws, after damage or destruction by fire or other casualty, or as a result of condemnation or eminent domain proceedings.

SECTION 3. Managing Agent and Manager. The Board of Managers may employ for the Condominium a managing agent and/or a manager at a compensation established by the Board of Managers, to perform such duties and services as the Board of Managers shall authorize, including, but not limited to, the duties listed in subdivision (a), (c), (d), (k), and (l) of Section 2 of this Article II. The Board of Managers may delegate to the manager or managing agent, all of the powers granted to the Board of Managers by these By-Laws other than the powers set forth in subdivisions (a-l),(b),(e),

(f) and (j) of Section 2 of this Article II. A member of the Board of Managers may be manager and/or managing agent. The fee charged by a Managing Agent with regard to maintenance, management, repair, administration and operation of the property, shall be in keeping with customary charges in Davidson County, for such work.

SECTION 4. Election and Term of Office. The first Board of Managers after the initial Board ceases management shall be elected at the first meeting of co-owners, or, at the option of the initial Board, may be elected by ballots mailed to each co-owners at least twenty-five (25) days prior to the first meeting. The first ballot shall seek nominations of five (5) individuals for said Board. The second ballot shall constitute the actual vote based on the nominations and those individuals having the greatest number of votes, along with the other two individuals designated in Section I of this Article, shall constitute the Board of Managers. If elected by ballot, the ballots shall be mailed to each co-owner at the unit owned by him of record, and the results of said ballot shall be announced at the first meeting of co-owners. The term of office of two (2) members of the Board of Managers shall be fixed at two (2) years, and the term of office of one (1) member of the Board of Managers shall be fixed at one (1) year. At the expiration of the initial term of office of each respective member of the Board of Managers, his successors shall be elected to serve for a term of two (2) years. The members of the Board of Managers shall hold office until their respective successors shall have been elected by the co-owners.

SECTION 5. Removal of Members of the Board of Managers. After the term of office of the initial Board of Managers shall have terminated, as provided in Section 1 of this Article II, at any regular or special meeting of the co-owners, any one or more of the members of the Board of Managers may be removed with or without cause by a majority of the co-owners and a successor may then and there or thereafter be elected to fill the vacancy thus created. Any member of the Board of Managers whose removal has been proposed to any assembly of co-owners shall be given an opportunity to be heard at the hearing.

SECTION 6. Vacancies. Vacancies in the Board of Managers caused by any reason other than the removal of a member thereof by the co-owners shall be filled by a vote of a majority of the remaining members at a special meeting of the Board of Managers held for that purpose promptly after the occurrence of any such vacancy, even though the members present at such meeting may constitute less than a quorum, and each person so elected shall be a member of the Board of Managers for the remainder of the term of the member so removed and until a successor shall be elected at the next annual meeting of the co-owners.

SECTION 7. Organization Meeting. The first meeting of the members of the Board of Managers following the annual meeting of the co-owners shall be held within fifteen (15) days thereafter, at such time and place as shall be fixed by the co-owners at the meeting at which such Board of Managers shall have been elected,

and no notice shall be necessary to the newly elected member of the Board of Managers in order legally to constitute such meeting, providing a majority of the whole Board of Managers shall be present thereat.

SECTION 8. Regular Meeting. Regular meetings of the Board of Managers may be held at such time and place as shall be determined from time to time by a majority of the members of the Board of Managers, but at least one such meeting shall be held during each fiscal year. Notice of regular meetings of the Board of Managers shall be given to each member of the Board of Managers, by mail or telegraph, at least three (3) days (excluding Saturdays, Sundays and bank holidays recognized in Nashville, Tennessee), prior to the day named for such meeting.

SECTION 9. Special Meetings. Special meetings of the Board of Managers may be called by the President on three (3) business days' notice to each member of the Board of Managers, given by mail or telegraph, which notice shall state the time, place and purpose of the meeting. Special meetings of the Board of Managers shall be called by the President or Secretary in like manner and on like notice on the written request of at least three (3) members of the Board of Managers.

SECTION 10. Waiver of Notice. Any member of the Board of Managers may, at any time waive notice of any meeting of the Board of Managers in writing, and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a member of the Board of Managers at any meeting of the Board or execution of the minutes thereof shall constitute a waiver of notice by him of the time and place thereof. If all the members of the Board of Managers are present at any meeting of the Board, no notice shall be required and any business may be transacted at such meeting.

SECTION 11. Quorum of Board of Managers. At all meetings of the Board of Managers, a majority of the members thereof shall constitute a quorum for the transaction of business, and the votes of a majority of the members of the Board of Managers present at a meeting at which a quorum is present shall constitute the decision of the Board of Managers. If at any meeting of the Board of Managers there shall be less than a quorum present, a majority of those present may adjourn the meeting from time to time. At such adjourned meeting at which a quorum is present, any business which might have been transacted at the meeting originally called, may be transacted without further notice.

SECTION 12. Fidelity Bonds. The Board of Managers shall obtain adequate fidelity bonds for all officers and employees of the Condominium handling or responsible for Condominium funds. The premiums on such bonds shall constitute a common expense. Such fidelity bonds shall also be required for the employees and officers of any management company who is responsible for the handling of funds of the Association.

SECTION 13. Liability of the Board of Managers. The members of the Board of Managers shall not be liable to the co-owners for any mistake of judgment, negligence, or otherwise, except for their own individual wilful misconduct or bad faith. The co-owners shall indemnify and hold harmless each of the members of the Board of Managers against all contractual liability to others arising out of contracts made by the Board of Managers on behalf of the Condominium unless any such contract shall have been made in bad faith or contrary to the provisions of the Master Deed or of these By-Laws. It is intended that the members of the Board of Managers shall have no personal liability with respect to any contract made by them on behalf of the Condominium. It is also intended that the liability of any co-owner arising out of any contract made by the Board of Managers or out of the aforesaid indemnity in favor of the members of the Board of Managers shall be limited to such proportion of the total liability thereunder, as his interest in the common elements bears to the interest of all the co-owners in the common elements. Every agreement made by the Board of Managers or by the managing agent or by the manager on behalf of the Condominium shall provide that the members of the Board of Managers or the managing agent, or the manager, as the case may be, are acting only as agents for the council of co-owners and shall have no personal liability thereunder (except as co-owners), and that each co-owner's liability thereunder shall be limited to such proportion of the total liability thereunder as his interest in the common elements bears to the interest of all co-owners in the common elements.

SECTION 14. Rules and Regulations. The rules and regulations attached to these By-Laws as Exhibit "1" shall be the rules and regulations relating to the use and occupancy until such time as a majority of the Board of Managers, pursuant to the power stated in Section 2(e) of Article II hereof, shall amend them or adopt new ones.

SECTION 15. Declaration of Default. Should a majority of the Board of Managers determine that any co-owner is in default in the performance of any co-owner's obligations contained in the Master Deed, these By-Laws, or if such co-owner should be in violation of any of the same or the Rules and Regulations established by the Board of Managers, then the Secretary of the Board of Managers shall send written notice of such default to such co-owner and if such default is not cured to the satisfaction of such Secretary within a reasonable time (not in excess of two weeks from the date of sending notice), then the Secretary shall proceed to enforce the remedies given herein and by law.

ARTICLE III

CO-OWNERS

SECTION 1. Annual meetings. Four months from the time seventy five (75%) percent of the apartments have been conveyed, or

fifteen months from the date of the conveyance of the first unit, whichever event occurs first, the initial Board of Managers shall notify all co-owners, and a meeting of the co-owners shall be held within thirty (30) days thereafter on a call issued by the President. Thereafter, the annual meetings of the co-owners shall be held during the first fifteen (15) days of March of each succeeding year, excluding Saturdays and Sundays. At such meetings, the members of the Board of Managers to be elected shall be elected by ballot of the co-owners in accordance with the requirements of Section 4 of Article II of these By-Laws. The co-owners may transact such other business at such meetings as may properly come before them.

SECTION 2. Place of Meetings. Meetings of the co-owners shall be held at the principal office of the Condominium or at such other suitable place convenient to the co-owners as may be designated by the Board of Managers.

SECTION 3. Special Meetings. It shall be the duty of the President to call a special meeting of the co-owners if so directed by resolution of the Board of Managers or upon a petition signed and presented to the Secretary by co-owners representing at least 25% of the total then existing apartments in the horizontal property regime. The notice of any special meeting shall state the time and place of such meeting and the purpose thereof. No business shall be transacted at a special meeting except as stated in the notice.

SECTION 4. Notice of Meetings. It shall be the duty of the Secretary to mail, or cause to be delivered, a written notice of each annual or special meeting of the co-owners, at least ten but not more than twenty days prior to such meeting, stating the purpose thereof, as well as the time and place where it is to be held, to each co-owner of record, at the building or at such other address as such co-owner shall have designated by notice in writing to the Secretary. The mailing or delivery of such notice of meeting in the manner provided in this Section shall be considered service of notice.

SECTION 5. Adjournment of Meetings. If any meetings of co-owners cannot be held because a quorum has not attended, a majority of the co-owners who are present at such meeting, either in person or by proxy, may adjourn the meeting to a time approved by a majority of those then present.

SECTION 6. Order of Business. The order of business at all meetings of the co-owners shall be as follows:

(a) Roll call

(b) Proof of notice of meeting

(c) Reading of minutes of preceding meeting

(d) Reports of Officers

(e) Reports of Board of Managers

(f) Reports of Committees

(g) Election of member of the Board of Managers (when so required)

(h) Unfinished business

(i) New business

SECTION 7. Title to Apartments. Title to apartments may be taken in the name of an individual or in the names of two or more persons, as tenants in common or as joint tenants or as tenants by the entirety, or in the name of a corporation or partnership, or in the name of a fiduciary.

SECTION 8. Voting. The owner or owners of each apartment, or some person designated by such owner or owners to act as proxy on his or their behalf and who need not be an owner, shall be entitled to cast the votes appurtenant to such apartment at all meetings of co-owners. The designation of any such proxy shall be made in writing to the Secretary, and shall be revocable at any time by written notice to the Secretary by the co-owner or co-owners so designating. Any or all of such co-owners may be present at any meeting of the co-owners and (those constituting a group acting unanimously), may vote or take any other action as a co-owner either in person or by proxy. Each co-owner (including the Developer, if the Developer shall then own one or more apartments) shall be entitled to cast one vote at all meetings of the co-owners for each apartment owned. A fiduciary shall be the voting member with respect to any apartment owned in a fiduciary capacity. There shall be only one vote for each unit.

SECTION 9. Majority of Co-Owners. As used in these By-Laws, the term "majority of co-owners" shall mean those co-owners present in person or by proxy and voting at any meeting of the co-owners determined in accordance with the provisions of Section 8 of this Article III.

SECTION 10. Quorum. Except as otherwise provided in these By-Laws, the presence in person or by proxy of co-owners representing 40% of the total then existing apartments in the horizontal property regime shall constitute a quorum at all meetings of the co-owners.

SECTION 11. Majority Vote. The vote of a majority of the votes of the co-owners at a meeting at which a quorum shall be present shall be binding upon all co-owners for all purposes except where the laws of the State of Tennessee relating to horizontal property regimes, the Master Deed or these By-Laws require a higher percentage vote or a different method of voting. However, if the

meeting has been re-called, pursuant to Section 5 above, because a quorum was not present at the first meeting, a vote of the majority of those present at such meeting shall be binding upon the co-owners, except where Tennessee law requires a higher percentage; provided, however, all co-owners are provided notice of the time and place of the re-called meeting at least seven days prior to such meeting.

SECTION 12. Restriction on Purchase or Lease of Apartments by Co-owner and on Capital Improvements. While three (3) or more apartments are owned by the Developer without having been initially sold by him, no apartment may be purchased or leased by or for the Council of Co-owners and no capital addition, extension, alteration, added improvement, modification or additional embellishment of the property shall be authorized or made by the Council of Co-owners, without the prior written consent of the Developer, unless, by the unanimous vote of the Co-owners other than the Developer, the Developer is excused and saved harmless from contributing to the purchase price or rental of such apartment or to the cost of such capital addition, extension, alteration, added improvement, modification or additional embellishment or any related series thereof. Nothing in the preceding sentence shall be construed to exempt any co-owner, including Developer, from contributing pro rata toward the expenses of administration and of maintenance and repair of the teneral common elements, and, in the proper case, of the limited common elements of the building.

ARTICLE IV

OFFICERS

SECTION 1. Designation. The principal officers of the Condominium shall be the President, the Secretary and the Treasurer, all of whom shall be elected by the Board of Managers. The Board of Managers may appoint a vice-president, an assistant treasurer, an assistant secretary, and such other officers as in its judgment may be necessary. The President, but no other officer, need be a member of the Board of Managers. The offices of Secretary and Treasurer may be held by the same person under the designation of Secretary-Treasurer.

SECTION 2. Election of Officers. The officers of the Condominium shall be elected annually by the Board of Managers at the first meeting of each fiscal year, and shall hold office at the pleasure of the Board of Managers.

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

SECTION 4. President. The President shall be the chief executive officer of the Condominium. He shall preside at all meetings of the co-owners and of the Board of Managers. He shall have all of the powers and perform those duties vested in him by the Board of Managers.

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 Managers shall appoint some other member of the Board of Managers to act in the place of the President, on an interim basis. The Vice President shall also perform other duties as shall from time to time be imposed upon him by the Board of Managers or by the President.

SECTION 6. Secretary. The Secretary shall keep the minutes of all meetings of the Council of Co-owners and of the Board of Managers; he shall have charge of such books and papers as the Board of Managers may direct; and he shall perform such other duties as the Board of Managers shall impose upon him and such functions as are generally performed by a Secretary of a business corporation.

SECTION 7. Treasurer. The Treasurer shall have the responsibility for Condominium funds and securities and shall be responsible for keeping in chronological order, full and accurate financial records and books of account showing all receipts and disbursements affecting the building, or buildings, if more than one, and their administration and specifying the maintenance and repair expenses of the common elements and any other expenses incurred and for the preparation of all required financial data. He shall be responsible for the deposit of all monies and other valuable effects in the name of the Board of Managers, or the managing agent, in such depositories as may from time to time be designated by the Board of Managers, and he shall, in general, perform all the duties incident to the office of Treasurer of a stock corporation and perform such other duties as the Board of Managers shall impose upon him, and such other functions as are generally performed by a Treasurer of a business organization.

SECTION 8. Agreements, Contracts, Deeds, Checks, Etc. All agreements, contracts, deeds, leases, checks and other instruments of the Condominium shall be executed by any two officers of the Condominium or by such other person or persons as may be designated by the Board of Managers.

ARTICLE V

OPERATION OF THE PROPERTY

SECTION 1. Determination of Common Expenses and Fixing of Common Charges. The Board of Managers shall from time to time, and at least annually, prepare a budget for the Condominium, determine

the amount of the common charges payable by the co-owners to meet the expenses of administration and of maintenance and repair of the general common elements, and, in the proper case, of the limited common elements of the property, and any other expenses lawfully agreed upon; and the Board of Managers shall allocate and assess such common charges among the co-owners according to the relationship of their square feet of floor area to the total square feet of floor area in all apartments as a general rule, but the Board of Managers is not bound to make such allocation with respect to charges that would be unfairly allocated on such basis. The Board may determine different allocations. The allocations shall be applied uniformly to all owners of like situations. The common expenses shall include, among other things, the cost of all insurance premiums on all policies of insurance required to be or which have been obtained by the Board of Managers pursuant to the provisions of Section 2 of this Article V and the fees and disbursements of the Insurance Trustee, or, at the option of the Board, the insurance may be billed individually, apart from the monthly common expenses. The common expenses may also include such amounts as the Board of Managers may deem proper for the operation and maintenance of the property, including, without limitation, an amount for working capital of the Condominium, for a general operating reserve, for a reserve fund for replacements, and to make up any deficit in the common expenses for any prior year. The Board of Managers shall advise all co-owners, promptly in writing, of the amount of common charges payable by each of them, respectively, as determined by the Board of Managers, as aforesaid, and shall furnish copies of each budget on which such common charges are based, to all co-owners and their mortgagees.

SECTION 2. Insurance. The Board of Managers shall be required to obtain and maintain, to the extent obtainable, the following insurance: (1) replacement cost fire insurance with extended coverage, vandalism and malicious mischief endorsements, insuring the entire building (including all of the apartments and the bathroom and kitchen fixtures, bathroom vanities and kitchen and bathroom cabinet work, wood floors, carpeting, light fixtures, wallpaper, paint, dry-wall, ceramic tile bathroom flooring and vinyl kitchen floor covering initially installed therein and paid for by the original owner and builder of the buildings, but not including furniture, furnishings, or other property supplied or installed by tenants or co-owners) together with all air-conditioning equipment and other service machinery contained therein and covering the interests of the Condominium, the Board of Managers and the Council of Co-owners and their mortgagees, as their interest may appear, in an amount equal to the full replacement value of the buildings, without deduction for depreciation; each of such policies shall contain a Tennessee standard mortgagee clause in favor or each mortgagee of an apartment which will provide that the loss, if any, thereunder shall be payable to such mortgagee as its interest may appear, subject, however to the loss payment provisions in favor of the Board of Managers and the Insurance Trustee hereinafter set forth; such insurance poli-

cies shall contain a standard deductible clause of not less than $100.00 or more than $1,000.00 for each occurrence; (2) rent insurance covering the rents of the apartments or other areas owned by the Council of Co-owners and which are rented, if any; (3) Workmen's Compensation insurance, if applicable; (4) boiler and machinery insurance, if applicable, water damage and such other insurance as the Board of Managers may determine, including fidelity bonds (see Section 12 of Article II). All such policies shall provide that adjustments of loss shall be made by the Board of Managers, and that the net proceeds thereof, if $20,000.00 or less, shall be payable to the Board of Managers and if more than $20,000.00, the net proceeds shall be payable to the Insurance Trustee, as designated by the Board of Managers. It is clearly understood, however, that the Insurance Trustee is an escrow agent only and will make disbursements as directed by the Board of Managers. Nothing contained herein shall be construed to prevent the Board of Managers from serving as Insurance Trustee. All policies of physical damage insurance shall contain waivers of subrogation and waivers of any defense based on co-insurance or of invalidity arising from any acts of the insured, and shall provide that such policies may not be cancelled or substantially modified without at least ten (10) days prior written notice to all of the insureds, including all mortgagees of apartments. Duplicate originals of all policies of physical damage insurance and of all renewals thereof, together with proof of payment of premiums, shall be delivered to all mortgagees of apartments at least ten (10) days prior to expiration of the then current policies.

The Board of Managers shall also be required to obtain and maintain, to the extent obtainable, public liability insurance in such limits as the Board of Managers may from time to time determine, covering each member of the Board of Managers, the managing agent, the manager, and each co-owner. Such public liability coverage shall also cover cross liability claims of one insured against another.

Co-owners shall not be prohibited from carrying other insurance for their own benefit provided that all such policies shall contain waivers of subrogation and further provided that the liability of the carriers issuing insurance obtained by the Board of Managers shall not be affected or diminished by reason of any such additional insurance carried by any co-owner.

SECTION 3. Repair or Reconstruction after Fire or Other Casualty. In the event of damage to or destruction of any building as a result of fire or other casualty)unless more than 2/3rds of all buildings require reconstruction), the Board of Managers shall, as it in its sole and absolute discretion determine and without intervention of any co-owner, arrange for the prompt repair and restoration of the Building or Buildings (including any damaged apartments and damaged kitchen and bathroom fixtures, bathroom vanities and kitchen and bathroom cabinet work, wood floors, carpeting, light fixtures, wallpaper, ceramic tile bathroom flooring and vinyl kitchen floor covering initially installed therein and paid for by the original owner and builder of the buildings,

but not including any wall, ceiling or floor decorations or covering or other furniture, furnishings, fixtures or equipment installed by tenants or co-owners in the apartments, unless insurance thereof is specifically provided for in the insurance policy obtained by the Board of Managers) and the Board of Managers or the Insurance Trustee, as the case may be, shall disburse the proceeds of all insurance policies to the contractors engaged in such repair and restoration in appropriate progress payments. Any cost of such repair and restoration in excess of the insurance proceeds shall constitute a common expense, and the Board of Managers may assess all the co-owners directly affected by the damage for such deficit as part of the common charges.

If two-thirds or more of all buildings are destroyed, the property shall be sold; in which event the net proceeds of the sale, together with the net proceeds or insurance policies, shall be divided by the Board of Managers or the Insurance Trustee, as the case may be, among all the co-owners in proportion to their respective common interests, after paying out of the share of each co-owner the amount of any unpaid liens on his apartment, in the order of priority of such liens. If there shall have been a repair or restoration pursuant to the first paragraph of Section 3, and the amount of insurance proceeds shall have exceeded the cost of such repair or restoration, then the excess of such insurance proceeds shall be divided by the Board of Managers or the Insurance Trustee, as the case may be, among the co-owners in the same manner.

SECTION 4. (a) Payment of Common Charges. All co-owners shall be obligated to pay the common charges assessed by the Board of Managers pursuant to the provisions of Section 1 of this Article V at such time or times as the Board of Managers shall determine. No co-owner shall be liable for the payment of any part of the common charges assessed against his apartment subsequent to a sale, transfer or other conveyance by him (made in accordance with the provisions of Article VII of these By-Laws) of such apartment, together with the appurtenant interests as defined in Section 3 of Article VII hereof. Any first mortgagee who obtains title to a condominium unit pursuant to the remedies provided in the mortgage or foreclosure of the mortgage will not be liable for such unit's unpaid dues or charges which accrue prior to the acquisition of title to such unit by the mortgagee. The Developer is exempt from payment of common charges until the construction of any unit is complete. The developer will pay no common charges by reason of its ownership of unimproved unit pads or partially constructed units.

SECTION 4. (b) Mortgage and Deed of Trust Protection. The lien for assessments payable by unit owner shall be subordinate to the lien of a recorded first mortgage or deed of trust on the interest of said unit owner, except for the amount of the proportionate share of common expenses which become due and payable from and after the date which the mortgagee or beneficiary thereunder either takes possession of the unit encumbered thereby, accepts the conveyance of any interest therein (other than as security) of forecloses its

mortgage or deed of trust. This sub-paragraph (b) shall not be amended, changed, modified or rescinded without the written consent of all mortgagees and beneficiaries of record.

SECTION 5. Collection of Assessments. The Board of Managers shall assess common charges against the co-owners from time to time and at least annually and shall take prompt action to collect any common charge due from any co-owner which remains unpaid for more than thirty (30) days from the date of payment thereof.

SECTION 6. Default in Payment of Common Charges. In the event of default by any co-owner in paying to the Board of Managers the common charges as determined by the Board of Managers, such co-owner shall be obligated to pay interest at the maximum legal rate on such common charges from the due date thereof, together with all expenses, late charges as established by the Board of Managers, and attorney's fees incurred by the Board of Managers in any proceeding brought to collect such unpaid common charges. The Board of Managers shall have the right and duty to attempt to recover such common charges together with interest thereon, reasonable late charges and the expenses of the proceeding, including attorney's fees, in an action to recover the same brought against such co-owner, or by foreclosure of the lien on such apartment granted by Section 66-27-116 of Tennessee Code Annotated, or both.

SECTION 7. Foreclosure of Liens for Unpaid Common Charges. In any action brought by the Board of Managers to foreclose a lien on an apartment because of unpaid common charges, the co-owner shall be required to pay a reasonable rental but not less than Twenty-five and No/100 ($25.00) Dollars per diem rent, from the date of the commencement of the foreclosure action for the use of his apartment, and the complainant in such foreclosure action shall be entitled to the appointment of a receiver to collect the same. The Board of Managers, acting on behalf of the Council of co-owners, shall have the power to purchase such apartment unit at the foreclosure sale and to acquire, hold, lease, mortgage, vote the votes appurtenant to, convey or otherwise deal with the same. A suit to recover a money judgment for unpaid common charges shall be maintainable without foreclosing or waiving the lien securing the same.

SECTION 8. Statement of Common Charges. The Board of Managers shall promptly provide any co-owner so requesting the same in writing, with a written statement of all unpaid common charges due from such co-owner.

SECTION 9. Abatement and Enjoinment of Violations by Co-owners. The violation of any rule or regulation adopted by the Board of Managers, or the breach of any By-Laws contained herein, or the breach of any provision of the Master Deed, shall give the Board of Managers the right, in addition to any other rights set forth in these By-Laws: (a) to enter the apartment in which, or as to

which such violation or breach exists and to summarily abate and remove, at the expense of the defaulting co-owner, any structure, thing or condition that may exist therein contrary to the intent and meaning of the provisions hereof, and that Board of Managers shall not thereby be deemed guilty in any manner of trespass; or (b) to enjoin, abate or remedy by appropriate legal proceedings, either at law or in equity, the continuance of any such breach.

SECTION 10. Maintenance and Repair. Except as provided in Section 3 hereof: (a) All maintenance of and repairs to any apartment, structural or non-structural, ordinary or extra-ordinary, (other than maintenance of any repairs to any common elements contained therein, and not necessitated by the negligence, misuse or neglect of the owner of such apartment), shall be made by the owner of such apartments. Each co-owner shall be responsible for all damages to any and all other apartments and/or to the common elements, that his failure so to maintain and repair his apartment may engender. Each apartment owner shall be under a duty to report to the Board of Managers any condition with regard to the common elements within or adjacent to his apartment, which requires maintenance or repair. The Board of Managers may make any repairs and maintain any co-owner's apartment and charge the cost of the same to the affected co-owner or co-owners.

(b) All maintenance, repairs and replacements to the common elements, whether located inside or outside of the apartment units, (unless necessitated by the negligence, misuse or neglect of a co-owner, in which case such expense shall be charged to such co-owner), shall be made by the Board of Managers and be charged to all the co-owners as a common expense.

(c) All maintenance, repairs and replacements to any limited common elements identified on the plat of record or otherwise herein (other than maintenance of and repairs to any common elements contained therein, and not necessitated by the negligence, misuse or neglect of any owner of the abutting apartments, or by any agent, invitee, contractor or guest of any such owner) shall be made by the Board of Managers and be charged to the co-owners who abut such limited common element or who are directly affected by such limited common element, as a common expense allocable to such co-owners alone, unless already paid for by such affected co-owners.

SECTION 11. Restrictions on Use of Apartments. In order to provide for congenial occupancy of the property and for the protection of the values of the apartments, the use of the property shall be restricted to and shall be in accordance with the following provisions.

(a) Each of the apartments shall be used for single family residences only.

(b) The common elements shall be used only for the furnishing of the services and facilities for which they are reasonably suited and which are incident to the use and occupancy of apartments.

(c) No nuisances shall be allowed on the property nor shall any use or practice be allowed which is a source of annoyance to its residents or which interferes with the peaceful possession or proper use of the property by its residents.

(d) No immoral, improper, offensive, or unlawful use shall be made of the property or any part thereof, and all valid laws, zoning ordinances and regulations of all governmental bodies having jurisdiction thereof, relating to any portion of the property, shall be complied with, by and at the sole expense of the respective co-owners or the Board of Managers, whichever shall have the obligation to maintain or repair such portion of the property.

(e) No portion of an apartment (other than the entire apartment) may be rented, and no transient tenants may be accommodated therein.

(f) No sale of any kind shall be conducted on the premises except to sell the personal effects of a deceased co-owner or tenant of his or her spouse; provided, however, that such permitted sale shall be conducted for no longer than two consecutive days and between the hours of 9:00 A.M. and 5:00 P.M.

SECTION 12. Additions, Alterations or Improvements by Board of Managers. Whenever in the judgment of the Board of Managers the common elements shall require additions, alterations or improvements, and the making of such additions, alterations or improvements, shall have been approved by a majority of the co-owners where necessary under these By-Laws, and the provisions of Section 12 of Article III hereof having been complied with, the Board of Managers shall proceed with such additions, alterations, or improvements and shall assess all co-owners for the cost thereof as a common charge.

SECTION 13. Additions, Alterations or Improvements by Co-owners. Any additions, alterations or improvements in or to his apartment shall not be made by any co-owner without the prior written consent thereto of the Board of Managers. A lien for labor or materials shall attach to such co-owner's interest in the Condominium and not to the Condominium as a whole. The Board of Managers shall have the obligation to answer any written request by a co-owner for approval of a proposed structural addition, alteration or improvement in such co-owner's apartment, within thirty (30) days after such request, and failure to do so within the stipulated time shall constitute a consent by the Board of Managers to the proposed addition, alteration or improvement. Any application to any department of the Metropolitan Government of Nashville and Davidson County, Tennessee, or to any other governmental authority for a permit to make an addition, alteration or improvement in or to any apartment shall be executed by the Board of Managers only, without, however, incurring any liability on the part of the Board of Managers or any of them to any contractor, subcontractor or materialman on account of such addition, alteration, or improvement,

or to any person having any claim for injury to person or damage to property arising therefrom. The provisions of this Section 14 shall not apply to apartments owned by the Developer until such apartment shall have been initially sold by the developer and paid for.

SECTION 14. Use of Common Elements and Facilities. (a) A co-owner shall not place or cause to be placed in the common areas or common facilities, other than the areas designated by the Board of Managers, any furniture, packages or objects of any kind, except with the written consent of the Board of Managers or their agent.

(b) Any limited common elements, which have been designated as such herein, in the Master Deed or Plat of record, shall be used only by that or those apartments which abut directly thereon, and the reasonably suited and which are incident to the use and occupancy of such abutting apartments or as otherwise restricted herein or on the Plat of record or the Master Deed.

SECTION 15. Right of Access. A Co-owner shall grant a right of access to his apartment to the manager and/or the managing agent and/or any other person authorized by the Board of Managers, the manager or the managing agent, for the purpose of making inspections or for the purpose of correcting any condition originating or existing in his apartment or threatening another apartment or a common element, or for the purpose of performing installations, alterations or repairs to the mechanical or electrical services or other common elements in his apartment unit or elsewhere in the buildings, or to correct any condition which violates the provisions of any mortgage covering another apartment, provided that requests for entry are made in advance, and that such entry is at a time reasonably convenient to the apartment owner. In case of an emergency, such right or entry shall be immediate, whether the co-owner is present at the time or not.

SECTION 16. Rules of Conduct. Rules and regulations concerning the use of the apartments and the common elements may be promulgated and amended by the Board of Managers. Copies of such rules and regulations shall be furnished by the Board of Managers to each co-owner prior to the time when the same shall become effective. Initial rules and regulations, which shall be effective until amended by the Board of Managers, are annexed hereto and made a part hereof as Exhibit 1.

SECTION 17. Electricity, Water and Sewer Charges. Electricity, water and sewer serving the apartments shall be provided by separate meters to those apartments and paid by the owner of each apartment on an individual basis. Water electricity, sewer and any other utilities serving the common elements, if any, shall be paid by the co-owners as a common charge and included in their common expenses as assessed by the Board of Managers. The Board of Managers may, in their sole and absolute discretion, allocate utility charges on a different basis than the allocation of other common charges. The allocation must be applied as uniformly as possible.

SECTION 18. Special Assessments. In addition to the other common charges authorized herein, if either Fifty-one (51%) percent of the co-owners with the concurrence of the Board of Managers or Eighty (80%) percent or more without Board approval, decide upon and vote for the construction of additional recreational and other common facilities, or the alteration, remodeling, demolition or removal of existing recreational and other common facilities from time to time, then the cost of said construction, et cetera, shall be financed by increasing the common charges paid by all co-owners upon the same basis as other common charges are paid and such increased common charges shall be paid monthly over a term of years if satisfactory financing can be obtained.

ARTICLE VI

MORTGAGES

SECTION 1. Notice to Board of Managers. A co-owner who mortgages his apartment unit shall notify the Board of Managers of the name and address of his mortgagee and shall file a conformed copy of the note and mortgage with the Board of Managers; the Board of Managers shall maintain such information in a book entitled "Mortgages of Apartments"

SECTION 2. Notice of Unpaid Common Charges. The Board of Managers whenever so requested in writing by a mortgagee of an apartment shall promptly report any then unpaid common charges due from, or any other default by the owner of the mortgaged apartment.

SECTION 3. Notice of Default. The Board of Managers, when giving notice to a co-owner of a default in paying common charges or other default, shall send a copy of such notice to each holder of a mortgage covering such apartment whose name and address has theretofore been furnished to the Board of Managers.

SECTION 4. Examination of Books. Each co-owner and each mortgagee of an apartment shall be permitted to examine the books of account of the Condominium at a reasonable time on business days, but not more often than once a month. Annual financial statements, by-laws, declaration and other rules affecting the Condominium unit will be made available to each co-owner and mortgagee upon request.

ARTICLE VII

SALES, LEASE AND MORTGAGES OF UNITS

SECTION 1. No Severance of Ownership. The interest, rights and privileges to which a co-owner is entitled by reason of the ownership of an apartment are herein designated Appurtenant Interests and include, but are not limited to: an undivided interest in the common elements of the horizontal property regime, the rights and privileges to use and enjoy the common elements, the interest of a co-owner in an apartment or apartments acquired by the Board of

Managers or its designee on behalf of all co-owners or the proceeds of the sale or lease thereof, if any, the right to attend and to vote at the meetings of co-owners and the interest of a co-owner in any other assets of the horizontal property regime. No co-owner shall execute any deed, mortgage, or other instrument conveying or mortgaging title to his apartment without including therein the Appurtenant Interests, it being the intention hereof to prevent any severance of such combined ownership. Any such deed, mortgage, or other instrument purporting to affect one or more of such interests, without including all such interests, shall be deemed and taken to include the interest or interests so omitted, even though the latter shall not be expressly mentioned or described therein. No part of the Appurtenant Interests of any apartment may be sold, transferred or otherwise disposed of, except as part of a sale, transfer or other disposition of such part of the Appurtenant Interests of all apartments.

SECTION 2. Leases. Any co-owner who desires to lease his apartment shall furnish the name of the Lessee to the Board of Managers, along with the date the Lessee shall take possession of the apartment. The leasing co-owner shall furnish to the Lessee copies of the Master Deed, By-Laws and rules and regulations of this Horizontal Property Regime. The co-owner shall further furnish to the Board of Managers evidence of proof that the Lessee has seen the By-Laws, Master Deed and rules and regulations and a statement signed by the Lessee that he will abide by all the rules and regulations and duties and obligations therein contained. Nothing contained in this paragraph shall be construed to mean that the duties and obligations of the co-owner of the apartment are in any way diminished or affected by any lease agreement he might execute. No unit may be leased or rented for a period less than thirty (30) days.

SECTION 3. Transfers. A reasonable transfer fee as established by the Board of Managers, but in no event less than $35.00, shall be charged each purchaser of an apartment, provided, however, this fee is not applicable to the owner of an apartment who first purchases from the developer. In consideration therefor, the Board of Managers shall cause the records of the Association to be changed to reflect the name and address of the new owner and shall furnish to him a copy of the By-Laws and Rules and Regulations of the Association, along with the list of current Board Members, directory of owners, if such directory is available and keys to any common areas where applicable. This fee shall constitute a common charge pursuant to Article V.

ARTICLE VIII

CONDEMNATION

SECTION 1. Condemnation. In the event of a taking in condemnation of by eminent domain of a part of the common elements, the Board of Managers shall represent the co-owners in any proceedings or nego-

tiations, settlements or agreements. The award made for such taking shall be payable to the Board of Managers for and on behalf of the council of co-owners, if such award amounts to $20,000.00 or less, and to the insurance trustee if such award amounts to more than $20,000.00. If a majority of the Board of Managers in their sole and absolute discretion approve the repair and restoration of such common elements, the Board of Managers shall arrange for the repair and restoration of such common elements, and the Board of Managers or the insurance trustee, as the case may be, shall disburse the proceeds or such award to the contractors engaged in such repair and restoration in appropriate progress payments. In the event that the Board of Managers do not duly and promptly approve the repair and restoration of such common elements, the Board of Managers or the insurance trustee, as the case may be, shall disburse the net proceeds of such award in the same manner as they are required to distribute insurance proceeds where there is no repair or restoration of the damage, as provided in Section 3 of Article 3 of these By-Laws. In the event of a loss of more than two-thirds (2/3) of the property by eminent domain proceedings, the provisions of Article 3, Section 3 shall apply.

ARTICLE IX

RECORDS

SECTION 1. Records and Audits. The Board of Managers or the managing agent shall keep detailed records of the actions of the Board of Managers and the managing agent, minutes of the meetings of the Board of Managers, minutes of the meetings of the co-owners, and financial records and books of account of the Condominium, including a chronological listing of receipts and expenditures, as well as a separate account for each apartment which, among other things, shall contain the amount of each assessment of common charges against such apartment, the date when due, the amounts paid thereon, and the balance remaining unpaid. A written report summarizing all receipts and expenditures of the Condominium shall be rendered by the Board of Managers to all co-owners at least annually. In addition, an annual report of the receipts and expenditures of the Condominium shall be rendered by the Board of Managers to all co-owners and to all mortgagees of apartments who have requested the same, promptly after the end of each fiscal year.

ARTICLE X

MISCELLANEOUS

SECTION 1. Notices. All United States mail notices hereunder shall be sent by registered or certified mail to the Board of Managers c/o the managing agent, or if there by no managing agent, to the office of the Board of Managers or to such other address as the Board of Managers may hereafter designate from time to time by notice in writing to all co-owners and to all mortgagees of apartments. All notices to any co-owner shall be sent by registered or certified United States mail to the building or to

such other address as may have been designated by him from time to time, in writing, to the Board of Managers. All notices to mortgagees of apartments shall be sent by registered or certified United States mail to their respective addresses, as designated by them from time to time, in writing, to the Board of Managers. All notices shall be deemed to have been given when mailed, except notices of change of address which shall be deemed to have been given when received.

SECTION 2. Invalidity. The invalidity of any part of these By-laws shall not impair or affect in any manner the validity, enforceability or effect of the balance of these By-Laws.

SECTION 3. Captions. The captions herein are inserted only as a matter of convenience and for reference, and in no way define, limit or described the scope of these By-Laws, or the intent of any provision thereof.

SECTION 4. Gender. The use of the masculine gender in these By-Laws shall be deemed to include the feminine gender and the use of the singular shall be deemed to include the plural, whenever the context so requires.

SECTION 5. Waiver. No restriction, condition, obligations, or provisions contained in these By-Laws shall be deemed to have been abrogated or waived by reason or any failure to enforce the same irrespective of the number of violations or breaches thereof which may occur.

SECTION 6. Insurance Trustee. The insurance trustee shall be designated by the Board of Managers. Nothing contained in these By-Laws shall be construed as prohibiting the Board of Managers from serving as Insurance Trustee, or it may, at its discretion, designate a corporate Trustee. The Board of Managers shall pay the fees and disbursements of any insurance trustee and such fees and disbursements shall constitute a common expense of the Condominium.

SECTION 7. Proxy. Any act or approval in writing shall be binding upon the person approving same.

ARTICLE XI

AMENDMENT TO BY-LAWS

SECTION 1. Amendment to By-Laws. These By-Laws may be modified or amended by the written consent or vote of sixty-seven (67%) percent of all co-owners of the then existing apartments in the Condominium.

ARTICLE XII

CONFLICTS

SECTION 1. Conflicts. These By-Laws are set forth to comply with the requirements of Chapter 27 of Title 66, Tennessee Code Annotated as it may be amended from time to time, and to allow the By-Laws to control in specific situations where such law allows. In case any of these By-Laws conflict with the provisions of said statute or of the Master Deed, the provisions of said statute or of the Master Deed, as the case may be, shall control. Terms which are not defined in the Master Deed and the Plan of record or in these By-Laws shall be deemed to be the same as defined in such Act.

ARTICLE XIII

FURTHER ASSURANCES TO MORTGAGEES

As further assurances to mortgagees, the following shall be deemed a part of these By-Laws:

1. Except as provided by statute in case of condemnation or substantial loss to the units and/or common elements or the comdominium project, unless at least two-thirds (2/3) of the first mortgagees (based upon one vote for each first mortgage owned), or owners (other than the sponsor, developer, or builder) of the individual condominium units have given their prior written approval, the condominium homeowners association shall not be entitled to:

   (a) by act or omission, seek to abandon or terminate the condominium project.

   (b) change the pro rata interest or obligations of any individual condominium unit for the purpose of: (i) levying assessments or charges or allocating distributions or hazard insurance proceeds or condemnation awards, or (ii) determining the pro rata share of ownership of each condominium unit in the common elements;

   (c) partition or subdivide any condominium unit;

   (d) by act or omission, seek to abandon, partition, subdivide, encumber, sell or transfer the common elements. (The granting of easements for public utilities or for other public purposes consistent with the intended use of the common elements by the condominium project shall not be deemed a transfer within the meaning of this clause);

   (e) use hazard insurance proceeds for losses to any condominium property (whether to units or to common elements) for other than the repair, replacement or reconstruction of such condominium property.

2. All taxes, assessments and charges which may become liens prior to the first mortgage under local law shall relate only to the individual condominium units and not to the condominium project as a whole.

3. No provision of these By-Laws or the Master Deed is intended to give a condominium unit owner, or any other party, priority over any rights of the first mortgagee of the condominium unit pursuant to its mortgage in the case of a distribution to such unit owner of insurance proceeds or condemnation awards for losses to or a taking of condominium units and/or common elements.

4. Condominium dues or charges shall include an adequate reserve fund for maintenance, repairs and replacement of those common elements that must be replaced on a periodic basis, and shall be payable in regular installments rather than by special assessments.

5. A first mortgagee, upon request, will be entitled to written notification from the homeowners association of any default in the performance by the individual unit Borrower of any obligation under the condominium constituent documents which is not cured within sixty (60) days.

6. The first mortgagee shall also be entitled to timely notice of any condemnation loss or casualty loss which affects a material portion of the project or of the unit secured by mortgage in favor of said first mortgagee. A first mortgagee shall likewise be entitled to notice of any lapse, cancellation or material modification of any insurance policy maintained by the Association, as well as any proposed action that requires the consent of a specified percentage of mortgage holders.

SCHEDULE A

RULES AND REGULATIONS FOR

PORTLAND PLACE

NASHVILLE, DAVIDSON COUNTY, TENNESSEE

ONE. The sidewalks, entrances, common parking and drives of the various buildings shall not be obstructed or used for any other purpose than ingress to and egress from the apartment units in the buildings.

TWO. Nothing shall be hung or shaken from the doors, or windows, or placed upon the window sills of the buildings without the written consent of the Board of Managers, or managing agent, or the manager.

THREE. No exterior of any building shall be decorated or furnished by any apartment unit owner in any manner.

FOUR. Each apartment owner shall keep his apartment unit, in a good state of preservation and cleanliness, and shall not sweep or throw or permit to be swept or thrown therefrom, or from the doors, or windows, thereof, any dirt or other substance.

FIVE. No awning or radio or television aerial shall be attached to or hung from the exterior of the building or terraces, and no sign, notice, advertisement or illumination shall be inscribed or exposed on or at any window or other part of any of the buildings, except such as shall have been approved in writing by the Board of Managers or the managing agent or the manager, which approval may be granted or refused in the sole discretion of the Board of Managers or the managing agent or the manager; nor shall anything be projected from any window or any of the buildings without similar approval.

SIX.. Refuse from the apartment units shall be placed in containers in such places and at such times and in such manner as the Board of Managers or the managing agent or the manager may direct.

SEVEN. Toilets, drains, disposals and other water apparatus in any building shall not be used for any purpose other than those for which they were designed, nor shall any sweepings, rubbish, rags, or other article be thrown into the same. Any damage resulting from misuse of any of the same or other water apparatus in an apartment unit shall be repaired and paid for by the owner of such apartment unit.

EIGHT. No occupant of any building shall send any employee of the Board of Managers or of the managing agent out of any building on any private business.

NINE. The agents of the Board of Managers or the managing agent, and any contractor or workman authorized by the Board of Managers or the managing agent or the manager, may enter any room or apartment unit in any building at any reasonable hour of the day for the purpose of inspecting such apartment unit for the presence of any vermin, insects or other pests and for the purpose of taking such measures as may be necessary to control or exterminate any such vermin, insects or other pests.

TEN. No vehicle belonging to an apartment owner or to a member of the family or guest, tenant or employee of an apartment owner shall be parked in such manner as to impede or prevent ready access to any entrance to or exit from any building by another vehicle.

ELEVEN. Complaints regarding the service of the building shall be made in writing to the Board of Managers or to the managing agent or to the manager.

TWELVE. Any consent or approval given under these rules and regulations may be added to, amended or repealed at any time by resolution of the Board of Managers.

THIRTEEN. Apartment owners shall not cause or permit any unusual or objectionable noise or odors to be produced upon or to emanate from their apartment units.

FOURTEEN. The Board of Managers reserves the right to make such other rules and regulations from time to time as may be deemed needful for the safety, care, and cleanliness of the Condominium, and for securing the comfort and conveniences of co-owners and/or tenants, including, but not limited to, the use of common drives and parking areas, and said rules and regulations shall be considered a part of the By-Laws.

FIFTEEN. No unit owner or resident shall allow any camper, boat, recreational vehicle, unlicensed vehicle, bus, trailer, commercial vehicle, or other similar vehicle owned by him, or placed in his care and responsibility by a guest, visitor, or other person, to be parked within the driveways and guest parking areas of Wilson Place, (except that commercial vehicles which have no more than four wheels and which are used on a regular basis are premitted). Vehicles parked in violation of this rule will be towed, at owner's expense, when owners fail to move vehicles or equipment within 48 hours after written notice.

SIXTEEN. The violation of any of these Rules and Regulations by any co-owner shall result in the managing agent or manager having the right and option to enter upon such co-owner's apartment or limited common element or to remove or change any condition causing or resulting in such violation and to correct such violation. Any such entry, removal or change shall be deemed to be with the consent of such co-owners or the party in possession thereof, and such managing agent or manager, or the Board of Managers shall not be liable for trespass, conversion or any action based upon any such entry, removal or change, made upon reasonable cause that such a violation existed.