VIII-E-17 JRR/aw

This instrument prepared by: JOHN R. REYNOLDS
JACKSON, TANNER & REYNOLDS
Attorneys at Law
216 Third Avenue, North
Nashville TN 37201

FIRST AMENDMENT TO MASTER DEED ESTABLISHING CRESTBROOK MEADOWS TOWNHOMES

THIS FIRST AMENDMENT TO MASTER DEED is made and entered into on the 28th day of August 1985, by HARWELL PROPERTIES, a Tennessee General Partnership, composed of JAMES B. HARDY and C. W. TIDWELL, hereinafter referred to as the "Owners"; CRESTBROOK MEADOWS HOMEOWNER'S ASSOCIATION, INC., hereinafter referred to as the "Association"; and FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION OF PADCUAH, KENTUCKY, hereinafter referred to as "First Mortgagee".

W I T N E S S E T H: That

WHEREAS, Owner established a Horizontal Property Regime pursuant to the Tennessee "Horizontal Property Act" as set out in Tennessee Code Annotated, Sections 66-27-101, et seq., as amended, by Master Deed establishing Crestbrook Meadows Townhomes, as shown of record in Book 6403, page 205, Register's Office for Davidson County, Tennessee; and

WHEREAS, Owners own all of the Units of Crestbrook Meadows Townhomes, a Horizontal Property Regime established under and pursuant to Tennessee Code Annotated, Section 66-27-101, et seq., as amended, as shown of record in Book 6403, page 263-264, said Register's Office; and

WHEREAS, Crestbrook Meadows Homeowner's Association, Inc. was organized for the purpose of administering the Horizontal Property Regime established by the Master Deed, as evidenced by Charter filed with the Office of the Secretary of State of Tennessee on 6 August 1985, Document Locator No. 557 2816, and with the Register for Davidson County, Tennessee, as of record in Book 6640, page 943; and

WHEREAS, Owners represent one hundred (100%) percent of the votes of the entire membership of the Association; and

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IDENTIFICATION REFERENCE
Aug 29 2 50 PM '85
FELIX Z. WILSON II REGISTER
DAVIDSON COUNTY, TN

WHEREAS, First Mortgagee has approval rights for this Amendment pursuant to Paragraph 24, APPROVAL RIGHTS OF MORTGAGEES; and

NOW, THEREFORE, for and in consideration of the original Master Deed establishing Crestbrook Meadows Townhomes, as shown of record in Book 6403, page 205, said Register's Office, and other good and valuable considerations, including Paragraphs 22, AMENDMENTS, and 24, APPROVAL RIGHTS OF MORTGAGEES, contained therein, the receipt and sufficiency of all of which are hereby acknowledged, Owner and Association, with the consent of First Mortgagee, as evidenced by the signature of its authorized representative hereto, do hereby amend and supplement the original Master Deed establishing Crestbrook Meadows Townhomes, as shown of record in Book 6403, page 205, said Register's Office, as follows:

1. Paragraph 1, DEFINITIONS, (f) "By-Laws", is hereby amended to read as follows:

> "(f) 'By-Laws' means the By-Laws of the Association, attached to this First Amendment to Master Deed as Exhibit 'B' and made a part hereof, as amended from time to time. For purposes of The Act, all provisions contained in the body of the original Master Deed recorded in Book 6403, page 205, said Register's Office, and this First Amendment to Master Deed, dealing with the administration and maintenance of the Property, shall be deemed to be a part of the By-Laws."

2. Paragraph 1, DEFINITIONS, (n) "Parcel", is hereby amended to read as follows:

> "(n) 'Parcel' means the parcel or tract of real estate, described in Exhibit A to the original Master Deed, as shown of record in Book 6403, page 244, said Register's Office, and as described in Exhibit 'A' to this First Amendment to Master Deed, both of which are herein submitted to the provisions of The Act."

3. Paragraph 1, DEFINITIONS, (p) "Plat", is amended to read as follows:

> "(p) 'Plat' means the plat of survey of the parcel of record, submitted to the provisions of The Act showing the number of each Unit, expressing its area, location and other data necessary for identification thereof, a copy of said plat being attached to the original Master Deed, as shown of record in Book 6403, pages 263-264, and the Plat of survey of

the parcel of record, submitted to the provisions of the Act showing the number of each Unit, expressing its area, location and other data necessary for identification thereof, a copy of said plat being made a part of this First Amendment to Master Deed and recorded as **Exhibit 'C'** to and simultaneously with the recording of this First Amendment to Master Deed as Crestbrook Meadows Townhomes - Phase Two."

4. Paragraph 2, SUBMISSION TO CONDOMINIUM OWNERSHIP, (a) is hereby amended to read as follows:

"(a) The purpose of the original Master Deed and of this First Amendment to Master Deed is to submit the parcels described in Exhibit A to the original Master Deed and Exhibit A to this First Amendment to Master Deed, and the improvements constructed thereon, as shown on Exhibit C to the original Master Deed, and Exhibit 'C' to this First Amendment to Master Deed, the latter known as Crestbrook Meadows Townhomes, Phase Two, to the establishment of a Horizontal Property Regime in Condominium form of ownership and use, in the manner provided under the provisions of Tennessee Code Annotated, Section 67-27-101, et seq., as amended (The 'Act'). . . "

5. Paragraph 2, SUBMISSION TO CONDOMINIUM OWNERSHIP, (b) is hereby amended to read as follows:

"(b) The name by which the property submitted in the original Master Deed is to be identified is 'Crestbrook Meadows Townhomes'. The name by which the property submitted by this First Amendment to Master Deed is to be identified is 'Crestbrook Meadows Townhomes, Phase Two'."

6. Paragraph 2, SUBMISSION TO CONDOMINIUM OWNERSHIP, (c) is hereby amended to read as follows:

"(c) Both parcels were previously a part of the property known as 231 Aurora Drive, Madison, Davidson County, Tennessee. Each Unit in 'Crestbrook Meadows Townhomes' shall have the address provided on the plat, of record in Book 6403, pages 263-264, said Register's Office, which is incorporated herein by reference. Each Unit in 'Crestbrook Meadows Townhomes, Phase Two' shall have the address provided on the plat, attached hereto as Exhibit 'C' to this First Amendment to Master Deed, which is incorporated herein by reference."

7. Paragraph 2, SUBMISSION TO CONDOMINIUM OWNERSHIP, (d) is hereby amended to read as follows:

"(d) The parcel submitted to the provisions of The Act in the original Master Deed is fully described in Exhibit A thereto, and as shown in Book 6403, page 244, said Register's Office. The improvements located on such parcel include, but are not limited to, twelve (12) buildings containing thirty four (34) residential townhomes, paved parking areas, driveways and landscaping improvements. The parcel submitted by this First Amendment to Master Deed to the provisions of The Act, is fully described in Exhibit 'A' attached hereto and made a

part hereof as if fully copied herein. The improvements located on the parcel known as 'Crestbrook Meadows Townhomes, Phase Two', include, but are not limited to, seven (7) buildings containing twenty (20) residential townhomes, paved parking areas, driveways and landscaping improvements."

8. Paragraph 2, SUBMISSION TO CONDOMINIUM OWNERSHIP, (e) is hereby amended to read as follows:

(e) The plat attached as Exhibit C to the original Master Deed, and as shown of record in Book 6403, pages 263-264, said Register's Office, and the plat of 'Crestbrook Meadows Townhomes, Phase Two' attached as Exhibit C to this First Amendment to Master Deed set forth the numbers, areas, locations and other data describing and identifying the separate Units, as required by The Act, which plats are incorporated herein by reference."

9. Paragraph 3, OWNERSHIP OF COMMON ELEMENTS AND COMMON EXPENSE LIABILITY, (a) is hereby amended to read as follows:

"(a) Each Unit Owner shall own a share in the Common Elements, and shall be liable for payment of the percentage of Common Expenses equal to the percentage of the undivided interest of the Common Elements appertaining to each Unit as set forth in **Exhibit 'D'** attached to the First Amendment to Master Deed and by reference incorporated herein; provided, however, that the Common Expenses incurred with respect to a Limited Common Element shall be paid by the owners of the Unit(s) to which such Limited Common Element was assigned at the time the expense was incurred as provided in Paragraph 6 of the original Master Deed recorded in Book 6403, page 205, said Register's Office."

10. Paragraph 10, ASSOCIATION, (b) shall be amended to read as follows:

"(b) The By-Laws of the Association shall be those attached hereto as **Exhibit 'B'** and made a part hereof."

11. Paragraph 10, ASSOCIATION, (c) shall be amended to read as follows:

"(c) The Association has been organized for the purpose of administering the condominium established by the Master Deed as shown of record in Book 6403, page 205, said Register's Office, and this First Amendment to Master Deed, and has been incorporated under the laws of the State of Tennessee as a not-for-profit corporation. The Charter was filed in the Office of the Secretary of State of Tennessee on 6 August 1985, and is of record in that office under Document Locator No. 557 2816, and is also recorded in Book 6640, page 943, Register's Office for Davidson County, Tennessee."

12. All references to the original Master Deed, recorded in Book 6403, page 205, said Register's Office, shall be amended to include the Master Deed, as amended.

13. These Amendments have been adopted by a resolution of proposed Amendments made to the Board of Directors and the Amendments of the Association and approved by at least 66-2/3 of the votes of the entire membership of the Association. A Certificate of Meeting signed by the President and Secretary of the Association and by the members of the Association indicating the adoption of the Amendments contained herein is attached hereto as **Exhibit 'E'**, and made a part hereof.

14. Pursuant to Paragraph 24, APPROVAL RIGHTS OF MORTGAGEES, the First Mortgagee, by and through its authorized representative, gives its written approval to the Amendments proposed herein.

WHEREAS, this First Amendment to Master Deed Establishing Crestbrook Meadows Townhomes has been entered into on the day and date first written above.

HARWELL PROPERTIES, a Tennessee General Partnership

By _____
JAMES B. HARDY - Partner

By _____
C. W. TIDWELL - Partner

CRESTBROOK MEADOWS HOMEOWNER'S ASSOCIATION, INC.

By _____
C. W. TIDWELL, President

By _____
JAMES B. HARDY, Secretary

FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION OF PADUCAH, KENTUCKY

By _____
Phil Weitlauf, Executive Vice President
(Authorized Signature)

STATE OF TENNESSEE
COUNTY OF DAVIDSON

Before me, the undersigned, a Notary Public of the State and County aforesaid, personally appeared JAMES B. HARDY and C. W. TIDWELL, with whom I am personally acquainted, (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged themselves to be the Partners of HARWELL PROPERTIES, a Tennessee General Partnership, and that they as such Partners, executed the foregoing instrument for the purposes therein contained by signing the name of the Partnership by themselves as Partners.

Witness my hand and official seal at Nashville, Tennessee, this 28th day of August 1985.

M. Kelly Tish, Jr.
Notary Public

My commission expires My Commission Expires Jan. 10, 1989

STATE OF TENNESSEE
COUNTY OF DAVIDSON

Before me, the undersigned, a Notary Public in and for said County and State, personally appeared C. W. TIDWELL and JAMES B. HARDY, with whom I am personally acquainted, (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged themselves to be the President and Secretary respectively, of CRESTBROOK MEADOWS HOMEOWNER'S ASSOCIATION, INC., a corporation, and that they as such President and Secretary, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by the said C. W. TIDWELL as such President, and attesting the same by the said JAMES B. HARDY as such Secretary.

Witness my hand and official seal at office at Nashville, Tennessee, on this the 28th day of August 1985.

M. Kelly Tish, Jr.
Notary Public

My commission expires My Commission Expires Jan. 10, 1989

STATE OF TENNESSEE
COUNTY OF DAVIDSON

Before me, the undersigned, a Notary Public within and for the State and County aforesaid, personally appeared Phil Weitlauf, with whom I am personally acquainted, (or proved to me on the basis of satisfactory evidece), and who, upon his oath, acknowledged himself to be the Executive Vice President of FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION OF PADUCAH, KENTUCKY, and that he as such Executive Vice Pres., being authorized so to do, executed the foregoing insrument for the purposes therein contained by signing the name of FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION OF PADUCAH, KENTUCKY, by the said Phil Weitlauf as such Executive Vice President

Witness my hand and official seal at office at Nashville, Tennessee, this 28th day of August 1985.

M. Kelly Tish, Jr. Notary Public

My commission expires My Commission Expires Jan. 10, 1989

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EXHIBIT A

TO FIRST AMENDMENT TO MASTER DEED OF CRESTBROOK MEADOWS TOWNHOMES

LEGAL DESCRIPTION

Being a parcel of land situated in the Second Civil District of Davidson County, Tennessee, and being Lots Nos. 18 through 27, inclusive, of McMurtry Meadows, as shown of record in Book 5200, page 693, Register's Office for Davidson County, Tennessee, to which reference is made for a more complete and accurate description.

Being part of the same property conveyed to Harwell Properties, a Partnership, by Quitclaim Deed from C. W. Tidwell and James B. Hardy, as shown of record in Book 6412, page 106, Register's Office for Davidson County, Tennessee.

FIRST AMENDMENT TO
EXHIBIT "B" TO MASTER DEED OF CRESTBROOK MEADOWS TOWNHOMES

BY-LAWS FOR CRESTBROOK MEADOWS TOWNHOMES

AND CRESTBROOK MEADOWS HOMEOWNERS ASSOCIATION, INC.

1. Identity.

(a) These are the By-Laws of Crestbrook Meadows Townhomes, herein called the "Condominium", and Crestbrook Meadows Homeowners Association, Inc., herein called the "Association", a corporation not for profit, incorporated under the laws of the State of Tennessee, the Charter of which was filed in the Office of the Secretary of State of Tennessee on 6 August 1985, ~~XXXX~~, and is of record in that Office under Document No. 557 2816, and is also of record in the Office of the Register of Davidson County, Tennessee, in Book 6640, Page 943.

(b) The Association has been organized for the purpose of administering the Condominium established by a Master Deed of record in Book 6403, Page 205*, Register's Office of Davidson County, Tennessee, herein called the "Master Deed", pursuant to Title 66, Chapter 27, Sections 101 et seq., as amended, Tennessee Code Annotated, herein called the "Horizontal Property Act", which Condominium is identified by the name Crestbrook Meadows Townhomes, and is located upon property previously known as 231 Aurora Drive, Madison, Tennessee, 37211.

2. Members.

The members of this Association shall be McMurtry Meadow Partnership, hereinafter refered to as "Owner" and all subsequent Unit Owners in Crestbrook Meadow Townhomes.

3. Meetings of Members.

(a) The members of the Association shall have an annual meeting. The first annual meeting of the members shall be held, at the office of the Association or other place to be designated by the Board of Directors, on the first Tuesday in ~~April~~ August, ~~XXXX~~ 1986, at 7:00 o'clock p.m. or at such other time designated by the Board of Directors. Thereafter, the annual meeting

* and a First Amendment to Master Deed filed prior to and simultaneously herewith,

of members shall be held on the first Tuesday each ~~April~~ August at 7:00 p.m. or as scheduled by the Board of Directors.

(b) Special meetings of members shall be held whenever called by the President, Vice-President, or by a majority of the Board of Directors, and must be called by such officers upon receipt of a written request from members entitled to cast not less than one-third (1/3) of the votes of the entire membership.

(c) Notice of all members' meetings, stating the time and place, and the objects for which the meeting is called, shall be given by the President, Vice-President or Secretary, unless waived in writing. Such notice shall be in writing to each member at his address as it appears on the books of the Association, and shall be mailed not less than ten (10) days, nor more than sixty (60) days, prior to the date of the meeting. Proof of such mailing shall be given by the affidavit of the person giving the notice. Notice of meeting may be waived before or after meetings.

(d) A quorum at members' meetings shall consist of persons entitled to cast a majority of the votes of the entire membership. If any meeting of the members cannot be organized because a quorum has not attended, the members who are present, either in person or by proxy, may adjourn the meeting for at least ten (10) days, and adequate notice of the new date shall be given as described in subparagraph (c) of this Paragraph 3.

(e) The aggregate number of votes for all Unit Owners shall be fifty-four (54) and one (1) vote shall be allocated to each Unit.

(f) If a Unit is owned by one (1) person, his right to vote shall be established by the record title to his Unit. If a Unit is owned by more than one (1) person, or is under lease, the person entitled to cast the vote for the Unit shall be designated by a certificate signed by all of the record owners of the Unit and filed with the Secretary of the Association. If a Unit is owned by a corporation, the person entitled to case the vote for the Unit shall be designated by a certificate of appointment signed by the President or Vice-President of the corporation and

filed with the Secretary of the Association. Such certificates shall be valid until revoked, or until superseded by a subsequent certificate, or until a change in the ownership of the Unit concerned. A certificate designating the person entitled to cast the vote of a Unit may be revoked by any Unit Owner at any time.

(g) Votes may be cast in person or by proxy. Proxies may be made by any person entitled to vote. They shall be valid only for the particular meeting designated and must be filed with the Secretary before the appointed time of the meeting.

(h) The presence of individual Unit Owners entitled to cast a majority of the votes of the Association is required at members' meetings to adopt decisions, except where approval by a greater number of members is required by the Master Deed, Charter, or these By-Laws.

(i) The order of business at annual members' meetings, and as far as practical at all other members' meetings, shall be:

(1) election of a chairman of the meeting, if the President is unavailable to preside;

(2) calling of the roll and certifying the proxies;

(3) proof of notice of meeting or waiver of notice;

(4) reading and disposal of any unapproved minutes;

(5) reports of officers;

(6) reports of committees;

(7) election of inspectors of election;

(8) election of Directors;

(9) unfinished business;

(10) new business; and

(11) adjournment.

4. Directors.

(a) The affairs of the Association shall be managed by a Board of Directors. Until the first Tuesday in August 1986 ~~April 1985~~

the initial Board of Directors shall consist of Robert B. Jones, C.W. Tidwell, James B. Hardy, and Gaylor E. Cole. The Owner may, but shall not be obligated to do so, appoint an Advisory Board of Directors, consisting of three (3) Unit Owners during the term of the initial Board of Directors. Such Advisory Board shall have no authority to manage the affairs of the Condominium, but may, upon invitation, meet with the Board of Directors from time to time. After the first annual meeting, the Board of Directors shall consist of five (5) persons, all of whom shall be Unit Owners, or, in the event any Unit shall be owned by a partnership, corporation, or fiduciary, such person shall be a partner, officer of the corporation, or the fiduciary or officer of the fiduciary, as the case may be. The initial Board of Directors shall serve without compensation. Thereafter, the compensation, if any, of the Directors shall be as fixed by the vote of a majority of the Unit Owners.

(b) At the first annual meeting of the members of the Association (first Tuesday in August 1986 ~~April, 1985~~), five (5) persons shall be elected to serve as the Board of Directors, and the term of office of those elected shall be as follows: the term of office of the two persons receiving the highest number of votes shall be fixed at three (3) years; the term of office of the two persons receiving the next highest number of votes shall be fixed at two (2) years; and the term of office of the person elected receiving the least number of votes shall be fixed at one (1) year. The election shall be by ballot and by a plurality of the votes cast, each member voting must cast his vote (or votes) for as many nominees as there are vacancies to be filled, but there shall be no cumulative voting.

(c) Except as to vacancies provided by removal of Directors or members, vacancies in the Board of Directors occurring between annual meetings of members shall be filled by the remaining Directors until the next annual meeting at which time a Director shall be elected to fill the remaining term of any such vacancy.

(d) Any Director may be removed by concurrence of two-thirds (2/3) of the votes of the entire membership at a special or general meeting of the members called for that purpose. The vacancy in the Board of Directors so created shall be filled by the members of the Association at the same meeting.

(e) In the event of vacancies during the existence of the initial Board of Directors, the remaining Directors shall fill the vacancies, and, if there are no remaining Directors, the vacancies shall be filled by the Owner.

(f) The term of each Director's service shall be three (3) years except for initial Directors and Directors elected for shorter terms at the first annual meeting. A Director's term of service shall extend until his successor is elected at the annual meeting of the members and thereafter until his successor is qualified and assumes office, or until he is removed in the manner elsewhere provided.

5. Directors' Meetings.

(a) The organizational meeting of a newly elected Board of Directors shall be held within ten (10) days of its election at such place and time as shall be fixed by the Directors at the meeting at which they were elected, and no further notice of the organizational meeting shall be necessary providing a quorum shall be present.

(b) Regular meetings of the Board of Directors may be held at such time and place as shall be determined, from time to time, by a majority of the Dirrectors. Notice of regular meetings shall be given to each Director, personally or by mail, telephone, or telegraph, at least three (3) days prior to the day named for such meeting.

(c) Special meetings of the Directors may be called by the President, and must be called by the Secretary at the written request of any two (2) of the Directors. Notice of the meeting shall be given personally or by mail, telephone, or telegraph at least three (3) days prior to the day named for such meeting, which notice shall state the time, place, and purpose of the meeting.

(d) Any Director may waive notice of a meeting before or after the meeting and such waiver shall be deemed equivalent to the giving of notice.

(e) A quorum at Directors' meetings shall consist of a majority of the entire Board of Directors. The acts approved by a majority of those present at a meeting at which a quorum is present shall constitute the acts of the Board of Directors, except where approval by a greater number of Directors is required by the Master Deed, Charter, or these By-Laws. If, at any meeting of the Board of Directors, less than a quorum is present, the majority of those present may adjourn the meeting from time to time until a quorum is present. At any adjourned meeting any business which might have been transacted at the meeting originally called may be transacted without further notice. The joinder of a Director in the action of a meeting by signing and concurring in the minutes thereof shall constitute the presence of such Director for the purpose of determining a quorum.

(f) The presiding officer of Directors' meetings shall be the President. In the absence of the President, the Directors present shall designate one of their number to preside.

(g) The order of business at Directors' meeting shall be:

(1) calling of roll;

(2) proof of due notice of meeting;

(3) reading and disposal of any unapproved minutes;

(4) reports of officers and committees;

(5) election of officers (if necessary);

(6) unfinished business;

(7) new business; and

(8) adjournment.

(h) The Directors may adopt any resolution by an instrument in writing, signed by all of the then qualified and acting Directors, provided there then be at least three (3) in

number, and any such resolution, when so executed, shall have the force and validity of a resolution adopted at any regular or special meeting.

(i) All minutes and records of actions of the Directors, and all records pertaining to operations of the Association, shall be kept in the Association office or at such place as may be designated by the Secretary of the Association, and shall be available to members for inspection at all times during normal business hours.

6. Powers and duties of the Board of Directors.

(a) All of the powers and duties of the Association existing under the Condominium Act, the Master Deed, the Charter, and these By-Laws shall be exercised exclusively by the Board of Directors, its agents, contractors, or employees, subject only to approval by Unit Owners when such is specifically required. Compensation of employees of the Association shall be fixed by the Directors. A Director may be an employee of the Association, and a contract for management of the condominium may be entered into with a Director. The Board of Directors is specifically charged with the responsibility of providing for the care and upkeep of all Common Elements and Limited Common Elements of the Condominium pursuant to the provisions of the Master Deed. Specifically included in the foregoing general powers of the Board of Directors are the following powers and duties, which are listed by way of enumeration and not by limitation:

(1) To elect and remove the officers of the Association;

(2) To administer the affairs of the Association and the Condominium property;

(3) To engage the services of an agent, hereinafter sometimes called the "Managing Agent", to maintain, repair, replace, administer and operate the Condominium or any part thereof for all the Unit Owners upon such terms and for such compensation and authority as the Board of Directors may approve;

(4) To formulate policies for the administration, management and operation of the Condominium and the Common Elements;

(5) To adopt rules and regulations, with written notice thereof to all Unit Owners, governing the administration, management, operation and use of the Condominium property and the Common Elements, and to amend such rules and regulations from time to time;

(6) To provide for the maintenance, repair, and replacement of the Common Elements and Limited Common Elements as required by the Master Deed, to make payments thereof, and to approve payment vouchers or to delegate such approval to the officers or Managing Agent;

(7) To provide for the designation, hiring and removal of employees and other personnel, including accountants and attorneys, and to engage or contract for the services of others, and to make purchases for the maintenance, repair, replacement, administration, management and operation of the Condominium property and the Common Elements, and to delegate any such powers to the Managing Agent (or any employees of the Managing Agent);

(8) To appoint committees of the Board and to delegate to such committees the Board's authority to carry out certain duties of the Board of Directors;

(9) To determine the fiscal year of the Association and to change said fiscal year from time to time as the Board of Directors deem advisable;

(10) To fix the estimated annual budgets, and to provide the manner of assessing and collecting from Unit Owners their respective shares of such estimated expenses, as hereinafter provided;

(11) To enter into any lease agreement for lease of premises suitable for use as guest or custodian apartments, upon such terms as the Board of Directors may approve;

(12) To borrow money for the purpose of repair or restoration of Common Elements without the approval of the members of the Association;

(13) To secure insurance policies as required by the Master Deed and in this regard, annually to review the amounts of coverage afforded by such policy or policies;

(14) Unless otherwise provided herein or in the Master Deed, to comply with the instructions of a majority of Unit Owners as expressed in resolutions duly adopted at any annual or special meeting of Unit Owners;

(15) To exercise all other powers and duties of Unit Owners as a group referred to in the Condominium Act, in the Master Deed or these By-Laws.

(b) Specifically, whenever in these By-Laws or in the Master Deed the Association is given the power to take any action, it is the intention of such instruments that the Board of Directors shall act for the Association in all cases, except to the extent that it is expressly provided that action may be taken upon vote of the Unit Owners.

(c) Nothing in these By-Laws shall be considered to grant to the Board of Directors, the Association, or to the officers of the Association, any powers or duties which, by law, have been delegated to the Unit Owners.

7. Officers.

(a) The executive officers of the Association shall be a President, who shall be a Director, a Vice President, who shall be a Director, a Treasurer, a Secretary, and an Assistant Secretary, all of whom shall be elected annually by the Board of Directors and who may be removed by vote of the Directors at any meeting. Any person may hold two (2) or more offices except that the President shall not also be the Secretary or the Assistant Secretary. The Board of Directors may from time to time elect other officers to exercise such powers and duties as the Board shall find to be required to manage the affairs of the Association. Compensation, if any, of officers shall be fixed by the Board of Directors.

(b) The President shall be the Chief Executive Officer of the Association. He shall have all of the powers and duties which are usually vested in the office of the president of an association, including, but not limited to, the power to appoint committees from among the members from time to time, as he may, in his discretion, determine appropriate, to assist in the conduct of affairs of the Association.

(c) The Vice-President shall, in the absence or disability of the President, exercise the powers and perform the duties of the President. He shall also generally assist the President and exercise such other powers and perform such other duties as shall be prescribed by the Directors.

(d) The Secretary shall keep the minutes of all proceedings of the Directors and the members. He shall tend to the giving and serving of all notices to the members and Directors and other notices required by law. He shall keep the records of the Association, except those of the Treasurer, and shall perform all other duties incident to the office of secretary of an association and as may be required by the Directors or the President. The Assistant Secretary shall perform the duties of the Secretary when the Secretary is absent.

(e) The Treasurer shall have custody of all property of the Association, including funds, securities, and evidences of indebtedness. He shall keep the books of the Association in accordance with good accounting practices and shall perform all other duties incident to the office of treasurer of an association.

8. Indemnification.

(a) To the extent not covered by insurance, the Association shall indemnify and hold harmless each of its directors and officers, each member of any committee appointed pursuant to the By-Laws of the Association, the Board of Directors and the Owner, against all contractual and other liabilities to others arising out of contracts made by or other acts of such directors, Board, officers, committee members or Owner, on behalf of the Unit

Owners, or arising out of their status as directors, Board, officers, committee members or Owner, unless any such contract or act shall have been made fraudulently or with gross negligence or criminal intent. It is intended that the foregoing indemnification shall include indemnification against all costs and expenses (including, but not limited to, counsel fees, amounts of judgments paid and amounts paid in settlement) reasonably incurred in connection with the defense of any claim, action, suit or proceeding, whether civil, criminal, administrative or other, in which any such director, officer, Board, committee member or Owner may be involved by virtue of such persons being or having been such director, officer, Board, committee member, or Owner, provided, however, that such indemnity shall not be operative with respect to:

(1) any matter as to which such person shall have been finally adjudged in such action, suit or proceeding to be liable for gross negligence or fraud in the performance of his duties as such director, officer, Board, committee member, or Owner, or

(2) any matter settled or compromised, unless the Board determines there is not reasonable ground for such persons being adjudged liable for gross negligence or fraud in the performance of his duties as such director, officer, Board, committee member, or Owner.

(b) To the extent that the Owner or a member of the Board of Directors or an officer of the Association or a member of any committee appointed pursuant to the By-Laws of the Association has been successful on the merits or otherwise in defense of any action, suit or proceeding referred to in subparagraph (a) or in defense of any claim, issue or matter therein, he shall be indemnified against expenses (including attorney's fees) actually and reasonably incurred by him in connection therewith.

(c) Expenses incurred in defending a civil or criminal action, suit or proceeding may be paid by the Association in advance of the final disposition of such action, suit or proceeding as authorized by the Board of Directors in the specific case

upon receipt of an undertaking by or on behalf of the person or entity seeking such indemnification or payment in advance to repay such amount unless it shall ultimately be determined that he is entitled to be indemnified by the Association as authorized in this Paragraph 8.

(d) The Association and the Board shall have the power to raise and the responsibility for raising, by special assessment or otherwise, any sums required to discharge its obligations under this Paragraph, provided, however, that the liability of any Unit Owner arising out of any contract made by or other acts of the directors, Board, officers, members of such committees, or Owner, or out of the aforesaid indemnity in favor of the directors, Board, officers, members of such committees, or Owner shall be limited to such proportion of the total liability hereunder as said Unit Owner's percentage of interest in the Common Elements bears to the total percentage interest of all the Unit Owners in the Common Elements. Every agreement made by the directors, Board, officers, members of such committees, Owner or by the Managing Agent on behalf of the Unit Owners shall provide that the directors , Board, officers, members of such committes, Owner or Managing Agent, as the case may be, are acting only as agents for the Unit Owner and shall have no personal liability thereunder (except as Unit Owners), and that each Unit Owner's liability thereunder shall be limited to such proportion of the total liability thereunder as his percentage of interest in the Common Elements bears to the total percentage interest of all Unit Owners in the Common Elements. The indemnification provided by this Paragraph 8 shall not be deemed exclusive of any other rights to which those seeking indemnification may be entitled under any statute, agreement, vote of members of the Association or disinterested members of the Board of Directors or otherwise, both as to action in his official capacity and as to action in another capacity while holding such office. Such right to indemnify shall continue as to a person or entity who has ceased to be Owner or a member of such committee, and shall inure to the benefit of the heirs, executors, administrators, successor and assigns of such person or entity.

9. Assessments.

(a) Assessments against the Unit Owners for their shares of the items of the budget shall be made on or before December 20 preceding the year for which the assessments are made. Such assessments shall be paid in twelve (12) equal payments due on the first day of each month of the year for which the assessments are made. If an annual assessment is not made as required, an assessment shall be presumed to have been made in the amount of the last prior year's assessment.

(b) Every person who purchases, or otherwise acquires title to, a Unit shall make an advance payment of one-twelfth (1/12) of the then current annual assessment to the Association. Initial purchasers from Owner shall also pay their share of the first year's hazard insurance premium paid by the Association based upon their percentage ownership of the Common Elements. Such payment shall be made at the closing of any such sale.

(c) If a Unit Owner shall be in default in the payment of an installment upon an assessment, the Board of Directors may accelerate the remaining installments of the assessment upon notice thereof to the Unit Owner, and thereupon the unpaid balance of the assessment shall come due upon the date stated in the notice, but not less than ten (10) days after delivery thereof to the Unit Owner, or not less than twenty (20) days after the mailing of such notice to him by registered or certified mail, whichever shall first occur.

(d) In the event that during the course of any year it shall appear to the Board of Directors that the annual assessment, payable monthly, determined as aforesaid, is insufficient or inadequate to cover the estimated Common Expenses for the remainder of such year, then the Board of Directors shall prepare and approve a supplemental budget covering the estimated deficiency for the remainder of such year, copies of which supplemental budget shall be furnished to each Unit Owner, and thereupon a supplemental assessment shall be made to each Unit

Owner for his proportionate share of such supplemental budget, and such supplemental assessment shall be paid in a time and manner directed by the Board of Directors.

(e) The depository of the Association shall be such bank or banks as shall be designated from time to time by the Directors and in which the moneys of the Association shall be deposited. Withdrawal of moneys from such accounts shall be only by checks signed by such persons as are authorized by the Directors. The Directors may contract with a Managing Agent to provide that the Managing Agent shall collect assessments from Unit Owners and other moneys of the Association and disburse Association funds pursuant to the terms of such contract; provided, however, all employees of the Managing Agent handling or responsible for Association funds must be covered by fidelity bonds as set forth below in subparagraph (g). The signatures of two (2) officers of the Association or in the event a Managing Agent is employed, the signatures of at least two employees specified in the contract, shall be required to sign any check in excess of $5,000.00. Three authorized signatures, one of which must be an officer of the Association, shall be required for any checks in excess of $10,000.00. All reserve funds of the Asociation shall be kept in a separate bank account and all checks written on such account shall be signed by at least two (2) officers of the Association and one employee of the Managing Agent. If there is no Managing Agent, the signatures of two officers shall be sufficient.

(f) An audit of the accounts of the Association shall be made annually by a certified public accountant, and a copy of the report shall be furnished to each member not later than one hundred twenty (120) days following the year for which the report is made.

(g) Fidelity bonds shall be required by the Board of Directors from all persons handling or responsible for Association funds. The amount of such bonds shall be determined by the Directors, but shall be at least one-fourth (1/4) of the amount of the total annual assessments against members for Common Expenses. The

premiums on such bonds shall be paid by the Association. If a Managing Agent is employed, such Managing Agent may be required to provide satisfactory evidence that all employees handling Association funds are protected by a bond naming the Association as the insured.

(h) The Board of Directors shall cause to be kept detailed and accurate records in chronological order of its receipts and expenditures affecting the Common Elements, specifying and itemizing the Common Expenses incurred. Payment vouchers may be approved in such manner as the Board of Directors may determine.

(i) The Board shall, upon receipt of ten (10) days written notice to the Association, furnish any Unit Owner a statement of his accounts setting forth the amount of any unpaid assessment or other charges due and owing from such Unit Owner.

10. Rules and Regulations.

The Directors are expressly empowered to adopt and promulgate, from time to time, reasonable rules and regulations governing the use of the Units and the common areas, including the imposition of penalties for violation thereof. All such rules and regulations shall be binding rules and regulations of the Association unless rejected by a resolution adopted at a meeting of the members or by a writing signed by members representing at least sixty percent (60%) of the votes of the Association. The Directors shall give written notice to all members of the adoption of any new rules and regulations or of the amendment of any existing rule or regulation.

11. Amendments.

These By-Laws may be amended in the following manner:

(a) Notice of the subject matter of a proposed amendment shall be included in the notice of any meeting at which a proposed amendment is considered.

(b) A resolution adopting a proposed amendment may be proposed by either the Board of Directors or by the members of the Association. Directors and members not present in person or by proxy at the meetings to consider the amendment may express their

approval in writing, providing such approal is delivered to the Secretary at or prior to the meeting. Such approvals must be by sixty-six and two-thirds percent (66-2/3%) of the votes of the entire membership of the Association.

(c) No amendment shall discriminate against any Unit Owner or against any Unit or class or group of Units unless the Unit Owners so affected shall consent. No amendment shall change any Unit, nor the share in the Common Elements appurtenant to it, nor increase the Unit Owner's share of the Common Expenses, nor change the voting rights of members, unless the record owner of the Unit concerned and all record owners of liens thereon shall approve such amendment in writing.

(d) A copy of each amendment shall be certified by the President and Secretary of the Association as having been duly adopted and shall be effective upon recording in the Register's Office for Davidson County, Tennessee.

12. Parliamentary Rules.

Roberts' Rules of Order (latest edition) shall govern the conduct of Association meetings when not in conflict with the Master Deed, the Charter or these By-Laws.

13. Definition of Terms.

The terms used in these By-laws, to the extent they are defined therein, shall have the same definition as set forth in the Master Deed. The term "member" as used in these By-Laws, means "Unit Owner" as defined in the Master Deed.

14. Compliance with Statute.

These By-Laws are set forth to comply with the requirements of the Horizontal Property Act of Tennessee, Chapter 27 of Title 66, Tennessee Code Annotated, as it may be amended from time to time. In case any of these By-Laws conflict with the provisions of said statute, it is hereby agreed and accepted that the provisions of the statute will apply.

The foregoing By-Laws are hereby adopted as the By-Laws of Crestbrook Meadows Townhomes and Crestbrook Meadows Homeowner's Association, Inc. by the undersigned as of the 17th day of August 1985.

HARWELL PROPERTIES, a Tennessee General Partnership

By _____
JAMES B. HARDY - Partner

By _____
C. W. TIDWELL - Partner

_____
GAYLOR E. COLE, Incorporator
of CRESTBROOK MEADOWS HOMEOWNER'S ASSOCIATION, INC.

6643

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MAP

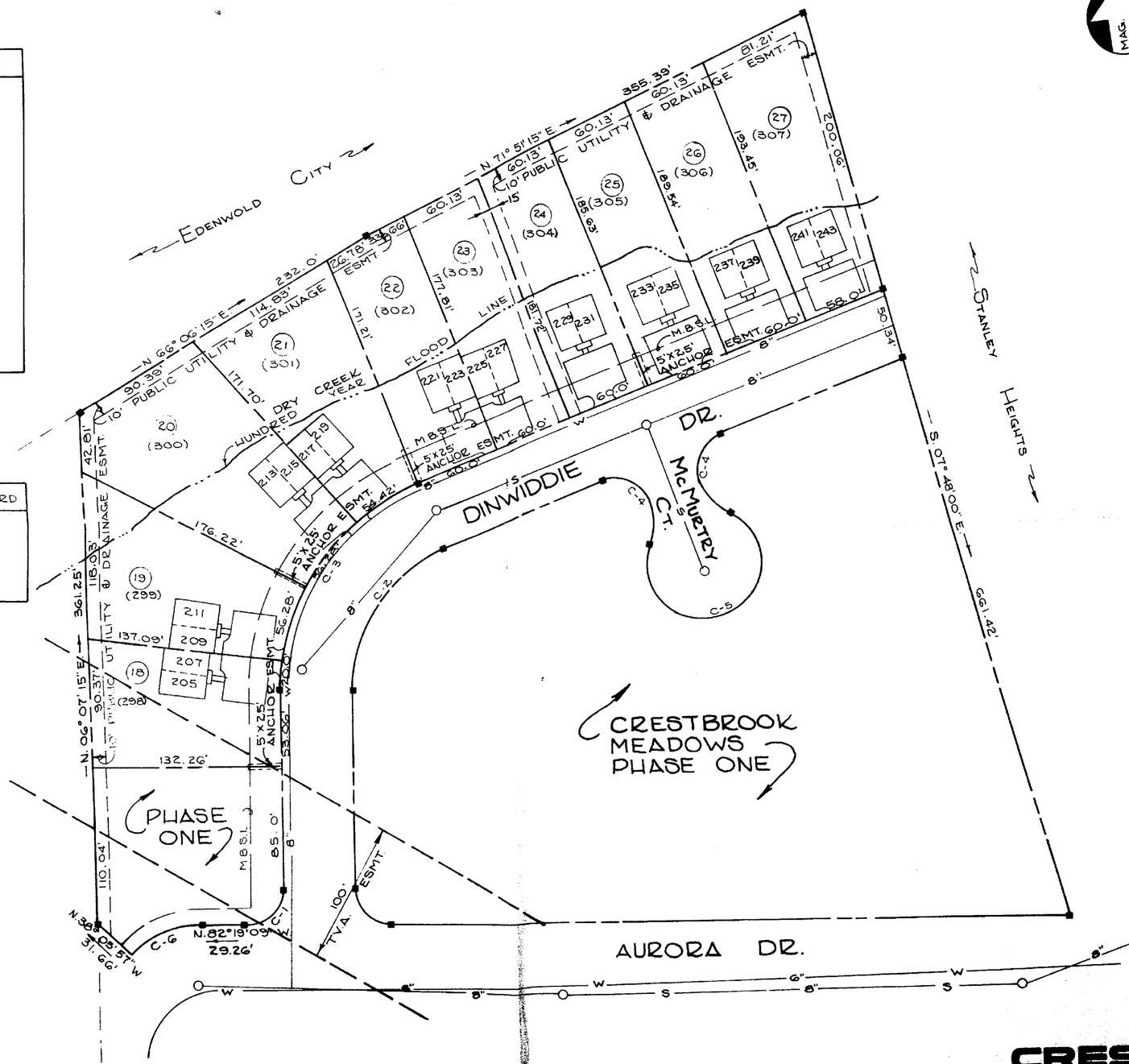
EXHIBIT 'C' TO THE FIRST AMENDMENT
TO MASTER DEED ESTABLISHING
CRESTBROOK MEADOWS TOWNHOMES

UNIT AREA:

UNIT NUMBER	SQUARE FEET
205 DINWIDDIE DRIVE	516.0
207 DINWIDDIE DRIVE	516.0
209 DINWIDDIE DRIVE	516.0
211 DINWIDDIE DRIVE	516.0
213 DINWIDDIE DRIVE	516.0
215 DINWIDDIE DRIVE	516.0
217 DINWIDDIE DRIVE	516.0
219 DINWIDDIE DRIVE	516.0
221 DINWIDDIE DRIVE	516.0
223 DINWIDDIE DRIVE	516.0
225 DINWIDDIE DRIVE	516.0
227 DINWIDDIE DRIVE	516.0
229 DINWIDDIE DRIVE	516.0
231 DINWIDDIE DRIVE	516.0
233 DINWIDDIE DRIVE	516.0
235 DINWIDDIE DRIVE	516.0
237 DINWIDDIE DRIVE	516.0
239 DINWIDDIE DRIVE	516.0
241 DINWIDDIE DRIVE	516.0
243 DINWIDDIE DRIVE	516.0

CURVE DATA:

CURVE	DELTA	RADIUS	TANGENT	LONG CHORD
C-1	90°00'	25.0'	25.0'	39.27'
C-2	61°54'09"	101.77'	72.56'	127.72'
C-3	61°54'09"	157.77'	106.22'	186.98'
C-4	41°24'35"	40.0'	15.12'	28.91'
C-5	262°49'10"	40.0'	—	183.48'
C-6	45°46'48"	72.99'	30.82'	58.32'



NOTES:

1. PARCEL NUMBERS SHOWN THUS (00) REFER TO TAX MAP 34-13, R.O.D.C.T.
2. REFERENCE IS MADE TO MCMURTRY MEADOWS SUBDIVISION OF RECORD IN BOOK 5200, PAGE 643, R.O.D.C.T.
3. REFERENCE IS MADE TO SUBDIVISION NO. 85-70-G.

CRESTBROOK MEADOWS TOWNHOMES PHASE TWO

6643

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MAP

FIRST AMENDMENT
EXHIBIT D TO/MASTER DEED OF CRESTBROOK MEADOWS TOWNHOMES

PERCENTAGE OF EACH UNIT'S UNDIVIDED
OWNERSHIP INTEREST IN COMMON ELEMENTS

Unit	% of Ownership
217 Aurora Drive	.0185
219 Aurora Drive	.0185
221 Aurora Drive	.0185
223 Aurora Drive	.0185
225 Aurora Drive	.0185
227 Aurora Drive	.0185
229 Aurora Drive	.0185
231 Aurora Drive	.0185
233 Aurora Drive	.0185
235 Aurora Drive	.0185
237A Aurora Drive	.0185
237B Aurora Drive	.0185
239A Aurora Drive	.0185
239B Aurora Drive	.0185
239C Aurora Drive	.0185
239D Aurora Drive	.0185
204 Dinwiddie Drive	.0185
205 Dinwiddie Drive	.0185
206 Dinwiddie Drive	.0185
207 Dinwiddie Drive	.0185
208 Dinwiddie Drive	.0185
209 Dinwiddie Drive	.0185
210 Dinwiddie Drive	.0185
211 Dinwiddie Drive	.0185
213 Dinwiddie Drive	.0185
215 Dinwiddie Drive	.0185
216 Dinwiddie Drive	.0185
217 Dinwiddie Drive	.0185
218 Dinwiddie Drive	.0185
219 Dinwiddie Drive	.0185
221 Dinwiddie Drive	.0185
223 Dinwiddie Drive	.0185
225 Dinwiddie Drive	.0185
227 Dinwiddie Drive	.0185
229 Dinwiddie Drive	.0185
231 Dinwiddie Drive	.0185
233 Dinwiddie Drive	.0185
235 Dinwiddie Drive	.0185
237 Dinwiddie Drive	.0185
239 Dinwiddie Drive	.0185
241 Dinwiddie Drive	.0185
243 Dinwiddie Drive	.0185
300 McMurtry Court	.0185
302 McMurtry Court	.0185
304 McMurtry Court	.0185
306 McMurtry Court	.0185
308 McMurtry Court	.0185
310 McMurtry Court	.0185
312 McMurtry Court	.0185
314 McMurtry Court	.0185
316 McMurtry Court	.0185
318 McMurtry Court	.0185
320 McMurtry Court	.0185
322 McMurtry Court	.0185

IX-D-18 JRR/aw

EXHIBIT 'E' TO FIRST AMENDMENT TO MASTER DEED
ESTABLISHING CRESTBROOK MEADOWS TOWNHOMES

CERTIFICATE OF SPECIAL MEETING

STATE OF TENNESSEE

COUNTY OF DAVIDSON

We, the undersigned, C. W. Tidwell, President, and James B. Hardy, Secretary, of Crestbrook Meadows Homeowner's Association, Inc., a not-for-profit corporation, organized and existing under and by virtue of the Laws of the State of Tennessee, whose registered office is 100 North Main Street, Goodlettsville, Tennessee 37072, do hereby certify as follows:

1. That the owner of all of the Units of Crestbrook Meadows Townhomes and Crestbrook Meadows Townhomes, Phase Two, is Harwell Properties, a Tennessee General Partnership, composed of James B. Hardy and C. W. Tidwell.

2. That the members of the initial Board of Directors of Crestbrook Meadows Homeowner's Association, Inc. are C. W. Tidwell, James B. Hardy and Gaylor Cole.

3. That the officers of the corporation are C. W. Tidwell, President, Gaylor Cole, Vice President, and James B. Hardy, Secretary.

4. That the Amendments contained in the First Amendment to Master Deed Establishing Crestbrook Meadows Townhomes were adopted by the members, officers and initial Board of Directors of the Association pursuant to the requirements for notice and adoption contained in the original Master Deed Establishing Crestbrook Meadows Townhomes, Paragraph 22, AMENDMENTS, as shown of record in Book 6403, page 205, and the By-Laws of Crestbrook Meadows

Townhomes, as shown of record in Book 6403, page 245, both Register's Office for Davidson County, Tennessee.

5. That the Amendments contained in the First Amendment to Master Deed Establishing Crestbrook Meadows Townhomes shall be effective when recorded in the Office of the Register of Deeds of Davidson County, Tennessee.

Dated this 17th day of August 1985.

C. W. TIDWELL, President

JAMES B. HARDY, Secretary

STATE OF TENNESSEE
COUNTY OF DAVIDSON

Before me, the undersigned, a Notary Public in and for said County and State, personally appeared C. W. TIDWELL and JAMES B. HARDY, with whom I am personally acquainted, (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged themselves to be the President and Secretary, respectively, of CRESTBROOK MEADOWS HOMEOWNER'S ASSOCIATION, INC., a corporation, and that they as such President and Secretary, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by the said C. W. TIDWELL as such President, and attesting the same by the said JAMES B. HARDY as such Secretary.

Witness my hand and official seal at office at Nashville, Tennessee, on this the 17th day of August 1985.

M. Kelly Lish, Jr.
Notary Public

My commission expires My Commission Expires Jan. 10, 1989