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DAVIDSON COUNTY, TN

MASTER DEED ESTABLISHING

MAGNOLIA SQUARE CONDOMINIUM

Prepared by:

GULLETT, SANFORD & ROBINSON
230 Fourth Avenue, North
P. O. Box 2757
Nashville, Tennessee 37219-0757

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MASTER DEED ESTABLISHING

MAGNOLIA SQUARE CONDOMINIUM

THIS MASTER DEED, made this 10th day of October, 1985, by **CHARLES H. TURNER,** hereinafter called the "Declarant", for himself, his successors, grantees, and assigns.

WITNESSETH:

1. Submission to Condominium Ownership.

(a) The purpose of this Master Deed is to submit the land hereinafter described in Exhibit A, and the improvements constructed thereon, to the condominium form of ownership and use, in the manner provided under the provisions of Tennessee Code Annotated § 66-27-101, et seq., as amended, known as "The Horizontal Property Act", which may hereinafter be referred to as the "Condominium Act."

(b) The name by which this condominium is to be identified is "Magnolia Square Condominium", hereinafter called the "Condominium."

(c) The address of the Condominium is 2258 Lebanon Road, Nashville, Tennessee 37214.

(d) The land, which is hereby submitted to the condominium form of ownership, is fully described in Exhibit A hereto, which, by reference, is made a part hereof as fully as if copied herein. The improvements located on such land include, but are not limited to, four (4) apartment buildings containing seventy-one (71) residential condominium units, an office, clubhouse, swimming pool, breezeways, stairs, interior hallways, sidewalks, paved parking areas, driveways, and landscaping improvements. The land as more particularly described in Exhibit A shall hereinafter be referred to as the "Land."

(e) The description and identification of the Units are shown on the Plat of Magnolia Square Condominium, hereinafter referred to as the "Plat", which Plat is attached hereto as Exhibit B and which is further incorporated by reference herein.

2. Definitions.

The terms used herein and in the By-Laws, which are attached hereto as Exhibit C, shall have the meanings stated in the Condominium Act, and as follows:

(a) Apartment Building means one of the four (4) buildings containing the Units.

(b) Assessment means a share of the funds required for the payment of expenses and charges which from time to time may be assessed against each Unit Owner with respect to each Unit.

(c) Association means Magnolia Square Condominium Association, a Tennessee not for profit corporation, being the entity responsible for the operation of the Condominium, and any successors thereto. Copies of the By-Laws and Charter of the Association are attached hereto, and made a part hereof as Exhibit C and D, respectively.

(d) Common Elements means all of the real property, improvements, and facilities of the Condominium, other than the Units, as the same are hereinafter defined.

(e) Common Expenses means the following:

(1) Expenses of administration of the Condominium;

(2) Expenses of maintenance, operation, repair or replacement of the Common Elements and Limited Common Elements;

(3) Expense of Utility Services;

(4) Expenses declared Common Expenses by provisions of this Master Deed or by the By-Laws; and

(5) Any valid charge against the Condominium as a whole.

(f) Declarant means Charles H. Turner, his successors and assigns, provided such successors and assigns are designated in writing by Declarant as a successor or assign of the rights of Declarant set forth herein.

(g) Limited Common Elements means a portion of the Common Elements allocated by this Master Deed for the exclusive use of one or more but fewer than all the Units.

(h) Unit shall mean the fee simple estate within an Apartment Building, as such area is identified, located and described on the Plat and as hereinafter set forth. A Unit shall have the same means as an "apartment" as used in the Condominium Act.

(1) The boundaries of each Unit shall be as follows:

(i) The upper boundary shall be the plane of the lower unfinished interior surface or surfaces of its highest ceiling or ceilings,

(ii) The lower boundary shall be the plane of the upper unfinished interior surface or surfaces of its floor (i.e. that surface directly beneath the carpeting, vinyl or other floor covering),

(iii) The vertical boundaries (measuring the horizontal area of a Unit) shall be the plane of the unfinished interior surfaces of the perimeter walls.

(2) Notwithstanding the definition of the boundaries of a Unit contained in subparagraph (1) above, in order to more precisely define the boundaries of a Unit, the following shall govern in determining whether an item is part of the Unit, a Limited Common Element, or a portion of the Common Elements:

(i) All lath, furring, wallboard, plasterboard, plaster, paneling, tiles, wallpaper, pain, carpet, windows, exterior doors, finished flooring and any other materials constituting any part of the finished surfaces of the upper, lower and vertical boundaries, are part of the Unit, and all other portions of the walls, floors, or ceilings constituting part of such boundaries are a part of the Common Elements.

(ii) If any chute, flue, duct, wire, conduit, or any other fixture lies partially within and partially outside the designated boundaries of a Unit, any portion thereof serving only that Unit is a Limited Common Element allocated solely to that Unit, and any portion thereof serving more than one Unit or any portion of the Common Elements is a part of the Common Elements.

(iii) Subject to the provisions of the immediately preceding subparagraph (ii), all spaces, interior partitions, and other fixtures and improvements within the boundaries of a Unit are a part of the Unit.

(iv) All air conditioning and heating equipment, balconies, patios, sliding screen doors, screens, and all other fixtures designed to serve a single Unit, but located outside the Unit's boundaries, are Limited Common Elements allocated exclusively to that Unit.

(v) The Common Elements shall include the land; parking areas; swimming pool; playground; office; all breezeways; interior hallways; stairways; landscaping improvements; sidewalks; all personal property held and maintained for the joint use and enjoyment of all Unit Owners; all leases of personalty and service contracts assigned to the Association by Declarant; those portions of any chute, flue, duct, wire, or conduit, located partially within and partially outside a Unit which serve more than one Unit or any portion of Common Elements; load-bearing columns and load-bearing walls;

all real property, improvements and facilities other than the Units and the Limited Common Elements.

(i) Unit Owner means the person or persons, or other entity or entities, holding title in fee simple to a Unit.

3. Ownership of Common Elements and Common Expense Liability.

(a) Each Unit Owner shall own a share in the Common Elements, and shall be liable for payment of the percentage of Common Expenses in equal shares; it being established that the percentage interest in the Common Elements attributable to each Unit shall be 1/71th per Unit; provided, however, that the Common Expenses incurred with respect to a Limited Common Element shall be paid by the owners of the Unit or Units to which such Limited Common Element was assigned at the time the expense was incurred as provided in Paragraph 7 of this Master Deed.

(b) Any conveyance of an individual Unit shall be deemed to also convey the undivided interest of the Unit Owner in the Common Elements and Limited Common Elements appertaining to such Unit even if such conveyance does not specifically refer to such undivided interest.

4. Maintenance and Alteration of Units.

(a) The maintenance and repair of each Unit shall be the responsibility and expense of the respective Unit Owners, except as follows:

(1) The Association at its own expense shall repair those portions of a Unit which sustain water damage, the primary cause of which is not the negligence of the occupants or Unit Owner of such Unit, nor the result of water leakage from the water heater or other applicance or fixture in such Unit.

(2) The Association at its own expense shall clean the exterior surfaces of the windows at such intervals as determined appropriate by the Association.

(3) The Association at its own expense shall paint or otherwise maintain the exterior surface of the exterior doors at such intervals as determined appropriate by the Association.

(b) No Unit Owner shall make any changes, decorations or alterations of his Unit that would affect the exterior appearance of any portion of any of the Buildings. Unit Owners shall not decorate the glass windows serving their Units or otherwise change the appearance of the windows as viewed from the exterior of the Unit, except for drapes and curtains which must comply with the rules and regulations adopted by the Association.

(c) Unit Owners shall promptly report in writing to the Association any defect or need for repairs, the responsibility for which is that of the Association.

(d) In replacing those portions of a Unit which affect the exterior appearance of any portion of the Buildings, Unit Owners shall use components of the same color, grade and style as those originally in place, unless permission is otherwise obtained from the Association.

(e) Except as reserved herein to the Declarant, neither a Unit Owner nor the Association shall make any alteration in the portions of a Unit or the Condominium which are to be maintained by the Association, or remove any portion thereof, or make any additions thereto, or do anything which could jeopardize the safety or soundness of the Condominium, or impair any easement, without first obtaining approval in writing of the owners of all Units in which such work is to be done, and the written approval of the Board of Directors of the Association. A copy of plans for all of such work prepared by an architect, licensed to practice in Tennessee, shall be filed with the Association prior to the start of the work, unless such requirement is waived in writing by the Directors of the Association. The time of performance of such work must be approved, in advance, by the Directors of the Association, or their agent.

(f) If a Unit Owner fails to maintain and repair his Unit as required herein, the Association may perform such maintenance or repair and assess the Unit Owner for all expenses incurred, together with a charge for the Association's services

equal to up to ten percent (10%) of the costs to the Association for the Association's services.

5. **Maintenance and Alteration of Common Elements and Limited Common Elements.**

(a) The maintenance, operation and repair of the Common Elements shall be the responsibility and the expense of the Association.

(b) The maintenance, operation and repair of the Limited Common Elements shall be the responsibility of the Association. The expense of such maintenance, operation and repair shall be a Common Expense initially paid for by the Association by assessed against the Unit Owners as provided for in Paragraph 7 of this Master Deed, except as follows:

(1) Unit Owners shall have the responsibility and bear the expense of maintaining and repairing all air conditioning and heating equipment serving their Units, whether such equipment is located inside or outside their Unit's boundaries.

(2) Unit Owners shall have the responsibility and bear the expense of maintenance, repair and replacement of all screens, and sliding screen doors serving their Units.

(3) Unit Owners with patios or balconies shall maintain their patio or balcony in an orderly and clean condition. All structural repair or replacement of patios or balconies shall be the responsibility and expense of the Association. Repair and maintenance of the railing enclosing each patio or balcony shall be the responsibility and expense of the Association.

(c) Unit Owners shall not make any changes, decorations or alterations of the patios or any other Limited Common Element allocated to their Unit which would affect the exterior appearance of any portion of a Building.

(d) If a Unit Owner fails to maintain and repair any Limited Common Element allocated to his Unit as required herein, the Association may perform such maintenance or repairs and assess the Unit Owner for all expenses incurred, together with charge for the Association's services equal to up to ten percent (10%) of the costs to the Association.

(e) Except as reserved herein by Declarant, there shall be no alteration or further improvement of the Common Elements without prior approval in writing by the owners of not less than two thirds (2/3) of the votes of the Association, except as provided by the By-Laws, and any such alteration or improvement, if undertaken, shall not interfere with the rights of any mortgagee or Unit Owner. The shares of any cost of such alteration or improvement shall be assessed to the Unit Owners in accordance with their interest in the Common Elements. There shall be no change in the shares and rights of a Unit Owner in the Common Elements which are altered or further improved.

6. **Assessments.**

(a) Assessments against Unit Owners for Common Expenses shall be made pursuant to the By-Laws and shall be allocated as set forth in Paragraph 3 of this Master Deed. Any Common Expense associated with the maintenance, repair, or replacement of a Limited Common Element, however, shall be assessed in equal shares against the Units to which that Limited Common Element was assigned at the time the expense was incurred, except as may be otherwise provided in Paragraph 5 of this Master Deed.

(b) Assessments, and installments thereon, paid on or before fifteen days after the date when due shall not bear interest, but all sums not paid on or before fifteen days after the date when due shall bear interest at the rate of ten percent (10%) per annum or at such other rate of interest determined by the Association, but in no event to exceed the maximum rate allowed under applicable law and shall be subject to a $15.00 late charge or such other late charge amount as may be adopted by the Association. All payments upon account shall be first applied to late charges, then interest and then to the assessment payment first due.

(c) The Association shall have a lien for unpaid assessments as provided by the Condominium Act and this Master Deed. Such lien shall also secure reasonable attorney's fees and all costs of collection incurred by the Association incident to the collection of such assessment or enforcement of such lien.

(d) In any foreclosure of a lien for assessments, the Unit Owner of the Unit subject to the lien shall be required to pay a reasonable rental for the Unit after foreclosure proceedings are commenced, and the Association shall be entitled to the appointment of a receiver to collect such rental.

(e) The Unit Owner and his grantees shall be jointly and severally liable for all unpaid assessments due and payable at the time of a conveyance, but without prejudice to the rights of the grantees to recover from the grantor the amounts paid by the grantee for delinquent assessments. Such liability may not be avoided by a waiver of the use of any Common Element or by the abandonment of the Unit. The Association shall have the right to sue for and collect any such unpaid assessments, to foreclose upon the lien securing the assessments or to institute any other proceeding for the enforcement or protection of rights hereunder. In any event, the Association shall be entitled to recover all delinquent payments, together with late charges, interest, and all costs of collection, including reasonable attorneys' fees.

(f) A purchaser of a Unit at a foreclosure sale upon a first deed of trust shall be liable only for assessments coming due after such sale and for the portion of due assessments prorated for the period after the date of such sale.

7. **Power of Sale to Enforce Assessment Lien.**

(a) For and in consideration of the privileges, protections, mutual enjoyment and use of the Common Elements and the Limited Common Elements, the assumption of the obligations of Unit Owners set forth in this Master Deed by Unit Owners, their successors and assigns, the receipt of which is hereby acknowledged, and to secure the payment of assessments for Common Expenses, and other assessments, assessed against a Unit Owner by the Association as provided in this Master Deed and the By-Laws, interest, late charges and attorney fees as provided herein, hereinafter collectively referred to as the "Secured Charges," a lien is expressly retained in favor of the Association on each and every Unit Owner's Unit and interest in the Common Elements.

(b) For the purpose of better and more effectually securing the Secured Charges, rendering unnecessary court proceedings for the enforcement of said lien in the event of the nonpayment of the Secured Charges, and for the consideration of one dollar paid in cash, receipt of which is acknowledged, the Declarant and the Unit Owners, their heirs, successors, administrators, and assigns, hereby transfer and convey unto Wesley D. Turner, Trustee, his successors and assigns, their respective Units with the appurtenances, estate, title and interest thereto belonging upon the uses and trusts set forth in this Section 7.

(c) The Unit Owners agree (i) to pay the Secured Charges when due, as provided in this Master Deed; (ii) to pay, discharge, or remove, any and all liens (except a first mortgage or deed of trust) which may be hereafter placed against their Unit and which shall adversely affect the lien of this instrument or enforcement of the terms and provisions hereof; (iii) to keep their respective Units in good repair and preservation; (iv) to comply with all of the terms and conditions of this Master Deed and By-Laws and all rules and regulations of the Association; and (v) to pay upon demand of the Association, all the costs and expenses, together with reasonable attorneys' fees, of any court appearance or other proceedings required by Trustee, his successors, or the Association, to enforce any provision of this Master Deed and By-Laws or any rule and regulation of the Association. If any Unit Owner fails to do any of these things, then Trustee or the Association may do any or all of these things, and the amounts so paid shall bear interest at the highest rate allowed under applicable law in effect from time to time from date of payment and shall become a part of the Secured Charges secured thereby.

(d) If a Unit Owner shall pay the Secured Charges when due, then this trust conveyance shall be of no further force or effect with respect to such Unit Owner's Unit. If the Secured Charges with respect any Unit are not paid promptly when due, this trust conveyance shall remain in full force and effect, and the said Trustee, or his successors in trust, is hereby authorized and empowered, upon giving twenty days notice

by three publications in any newspaper of general circulation published in Davidson County, Tennessee to sell said Unit at the front door of the Court House in said County to the highest bidder for cash, at public outcry, free from the equity of redemption, statutory right of redemption, homestead, dower, elective share or other marital rights, and all exemptions of every kind, which are hereby expressly waived; and the said Trustee, or his successors in trust, is authorized and empowered to execute and deliver a deed to the purchaser. The Association may bid at any sale under this trust conveyance. The Association may, at any time after default in the payment of any of the Secured Charges, enter and take possession of said property, and shall only account for the net rents actually received by it. It is further agreed that, in the event the Association fails, before instructing Trustee to sell said Unit, as herein provided, to enter and take possession thereof upon the delivery to him by the Trustee of a deed for said property. In case of sale hereunder, the proceeds will be applied by the Trustee as follows:

(1) First, to the payment of all costs, charges and expenses of executing this conveyance and enforcing said lien as herein provided, including reasonable attorneys' fees and expenses incurred for instituting or defending any litigation which may arise on account of the execution of this conveyance, or the enforcement of said lien;

(2) Second, to the payment of all taxes which may be paid with respect to such Unit;

(3) Third, to the payment of all unpaid Secured Charges with respect to such Unit;

(4) Fourth, the residue, if any, will be paid to the Unit Owner of such Unit, his order, representatives or assigns;

(e) In the case of the death, absence, inability, or refusal to act of said Trustee at any time when action under the foregoing power and trusts may be required, or for any other reason, the Association is hereby authorized and empowered to name and appoint a successor to the Trustee by an instrument in writing to be recorded in the Register's Office for Davidson County, Tennessee, and the title herein conveyed to the above named Trustee shall be vested in said successor.

8. **Easements.**

Easements are hereby granted as follows:

(a) The following easements are granted to the Association for the following purposes:

(1) Easements through or over the Units and any Limited Common Element allocated to any Unit for conduits, ducts, plumbing, wiring and other facilities for the furnishing or repair of utility service to Units, Limited Common Elements or Common Elements. The Association shall further have the right to grant permits, licenses and easements over the Common Elements for utilities, roads, and other purposes reasonably necessary or useful for the proper maintenance or operation of the Condominium;

(2) Easements through or over the Units, and any Limited Common Element allocated to any unit, for the purpose of maintaining or repairing any portion of the Common Elements, Limited Common Elements or any Unit. All incidental damage caused to a Unit by such maintenance or repair work shall be promptly repaired at the expense of the Association;

(3) Easements of support in every portion of a Unit which contributes to the support of any Apartment Buildings, including easements for access to and repair of such elements of support;

(4) Easements for encroachments of any portion of the Common Elements upon the boundary of any Unit whether caused by settlement of the Apartment Building or by minor inaccuracies in the Plat of the Condominium as set forth in Exhibit B, or rebuilding of any part of any Apartment Building, whether such encroachments now exist or hereafter may arise. All such easements shall continue for such period as such encroachments continue.

(b) As an appurtenance to each Unit, easements are granted to the Unit Owners for encroachments by any portion of the boundaries of each Unit upon the Common Elements, whether caused by settlement of an Apartment Building or by minor inaccuracies in the Plat of the Condominium as set forth in Exhibit B, or rebuilding of any part of an Apartment Building, whether such encroachments now exist or hereafter may arise. All such easements shall continue until such encroachments shall cease to exist.

(c) Easements are reserved to Declarant, his agents and invitees, to the extent necessary, as determined by Declarant, to enable Declarant to carry on any sale or leasing activity, as more specifically provided for in Paragraph 16 of this Master Deed.

(d) Easements are reserved for the benefit of a Unit Owner who purchases all of the Units of the Condominium, such Unit Owners agents and invitees to the extent necessary, as determined by such Unit Onwer, to enable such Unit Owner to carry on any sale or leasing activity in the same manner and to the same extent as provided for the Declarant in Paragraph 16 of this Master Deed.

9. Rights of Mortgage Holders in Relation to Assessments.

(a) The liens herein set out for the enforcement of assessments shall in all respects be subordinate to first mortgage liens on the individual Units.

(b) The holder of a first deed of trust or mortgage, upon request, shall be notified by the Association in writing of any default by the mortgagor of a Unit in the performance of such mortgagor's obligations under the condominium documents which is not cured within sixty (60) days.

(c) A first mortgagee who obtains title to a Unit by reason of foreclosure of a deed of trust or mortgage encumbering a Unit, or by a deed in lieu of foreclosure, shall take the Unit free of any claims for unpaid assessments or charges against the Unit which accrue prior to the time such mortgagee comes into possession of the Unit. The preceding sentence shall not be construed to prevent the Association from filing liens for such assessments and enforcing them against the prior Unit Owner as provided by law.

10. Association.

The operation of the Condominium shall be by the Magnolia Square Condominium Association, herein called the Association, a not for profit corporation, organized under the laws of Tennessee, which shall be organized and shall fulfill its functions pursuant to the following provisions:

(a) The members of the Association shall be the Unit Owners.

(b) The By-Laws of the Association shall be in the form attached as Exhibit C.

(c) The Association shall be incorporated under a Charter in the form attached as Exhibit D.

(d) The share of a member in the funds and assets of the Association cannot be assigned, hypothecated, or transferred in any manner, except as an appurtenance to a Unit.

(e) Whenever the decision of a Unit Owner is required under any matter, whether or not the subject of an Association meeting, such decision shall be expressed by the same person who would cast the vote of such Unit Owner if in an Association meeting, unless the joinder of the record Owner of the Unit is specifically required by this Master Deed.

11. Insurance.

(a) The Association shall maintain the following insurance coverage:

(1) Multi-peril, all risk type, fire and extended coverage insurance covering the entire Condominium, all improvements upon the Land, all Apartment Buildings, all additions and extensions attached thereto, all appliances, fixtures, machinery and equipment constituting a part of the Apartment Buildings, including, but

not limited to air conditioning and heating equipment, all refrigerators, disposals, stoves, dishwashers, trash compactors, smoke detectors, sinks, countertops and cabinets, whether located within or outside the boundaries of individual Units and whether such appliances, fixtures, machinery and equipment are owned in common or owned by an individual Unit Owner (excluding all improvements and additions to Units made by Unit Owners after the creation of the Condominium and personal property contents of the Units) and all personal property included in the Common Elements and Limited Common Elements. The multi-peril, all risk type policy purchased by the Association shall provide insurance on a replacement cost basis in an amount not less than that necessary to comply with any co-insurance percentage stipulated in the policy. The face amount of such policy or policies shall not be less than one hundred (100%) of the insurable value (based upon replacement cost) of the property required to be covered by this paragraph. Such policy shall contain an agreed value endorsement. Such insurance coverages may exclude foundation and excavation costs, but shall afford protection against loss or damage as is commonly covered by a multi-peril all risk type policy with fire and extended coverage endorsement, and such other risks as are customarily covered with respect to buildings similar to the Apartment Buildings. The multi-peril, all risk type insurance policy shall be purchased by the Association for the use and benefit of individual Unit Owners and their mortgagees. The Association upon request shall issue certificates of insurance to each Unit Owner showing and describing the insurance coverage for the interest of each such Unit Owner, and shall develop procedures for the issuance, upon request, of a certified copy of the policy together with standard mortgagee endorsement clauses to the mortgagees of Unit Owners. Such policy shall waive rights of subrogation as between Unit Owners. To the extent that such Unit Owners are covered by such multi-peril, all risk type insurance policies purchased by the Association, or themselves, they shall not be liable for damage caused by their acts, or negligent acts which cause damage to the Common Elements, Limited Common Elements, or any Unit. Such insurance shall meet the requirements specified in the Federal National Mortgage Association Lending Guide, Chapter Three, Part 5, "Insurance Requirements."

(2) Public liability insurance shall be secured in such amounts, and with such coverage, as shall be determined by the Board of Directors of the Association but such policy or policies shall be in an amount not less than One Million Dollars ($1,000,000) per occurrrence, including, but not limited to, hired automobile and non-owned automobile, with cross-liability endorsement to cover liabilities of the Unit Owners as a group to individual Unit Owners;

(3) If the property is located within a federally designated flood hazard area, flood insurance in an appropriate amount at least equal to the lesser of (i) the maximum coverage available now or hereafter under the National Flood Insurance Program for all buildings and other insurable property within any portion of the Condominium located within a designated flood hazard area; or (ii) 100% of current "replacement cost" of all such buildings and other insurable property.

(4) Worker's compensation insurance as required by law;

(5) Directors and Officers liability insurance in an amount determined by the Board of Directors, but not less than $250,000 per occurrence, and fidelity bond coverage as required in Federal National Mortgage Association Lending Guide, Chapter Three, Part 5, "Insurance Requirements"; and

(6) Such other insurance as the Association shall determine from time to time to be desirable and in the best interest of Unit Owners;

(b) The Association shall give Declarant thirty (30) days notice prior to making any change in the carrier, type of coverage, or policy limits of any insurance policy maintained by the Association. Any change which has the effect of decreasing the type or amount of insurance required under the terms of this Master Deed, or which lowers the rating required of an insurance carrier, shall require prior approval in writing of seventy-five percent (75%) of the votes of the Association and fifty-one percent (51%) of the first mortgagees (based upon one vote for each Unit upon which a mortgage is owned).

(c) All policies of insurance shall show the named insured, in form and substance, similar to the following:

"Magnolia Square Condominium Association, for use and benefit of the individual Unit Owners." Such policy shall contain, or have issued in connection therewith, a loss payable clause which shall provide that any proceeds due shall be paid to the Insurance Trustee, as hereinafter defined, subject to the provisions of this Master Deed for the use and benefit of the mortgagees of individual Units, if any, and Unit Owners as their interests may appear.

(d) All hazard insurance policies shall be written by a hazard insurance carrier which has a financial rating by Best's Insurance Reports of B-V1 or better.

(e) Premiums upon insurance policies purchased by the Association shall be paid by the Association and the costs thereof included in the Common Expenses.

(f) The Association is hereby irrevocably appointed agent for each Unit Owner to purchase insurance as described above and to adjust all claims arising under insurance policies purchased by the Association with the consent of mortgagees holding liens on the affected property and with the consent of such mortgagees to execute and deliver releases upon the payment of claims. However all insurance drafts, notices, policies, invoices, and other necessary documents shall be delivered, after settlement, directly to the affected mortgagee or its servicer.

12. **Responsibility of Insurance Trustee.**

(a) All insurance policies purchased by the Association shall provide that proceeds covering property losses shall be paid to any bank or savings & loan association in Tennessee which is selected by the Association as a Trustee, which bank or savings & loan association is herein referred to as the Insurance Trustee. The Insurance Trustee shall not be liable for payment of premiums, for the renewal or the sufficiency of policies, or for the failure to collect any insurance proceeds.

(b) The duty of the Insurance Trustee shall be to receive such proceeds as are paid, and to hold them in trust for the benefit of the mortgagees of individual Units, if any, and Unit Owners as their interests may appear. An undivided share of such proceeds on account of damage to Common Elements shall be allocated to the Unit Owners according to their ownership interest in the Common Elements as set forth in Paragraph 3. In the event a mortgagee endorsement has been issued as to a Unit, the share of the Unit Owner shall be held in trust for the named mortgagees and the Unit Owner as their interests may appear.

(c) Expenses and fees of the Insurance Trustee shall be paid by the Association and costs thereof included in the Common Expenses.

(d) Proceeds of insurance policies received by the Insurance Trustee shall be distributed as follows:

(1) If the damage for which the proceeds are paid is to be repaired or reconstructed, the proceeds shall be expended as provided in Paragraph 14. Any proceeds remaining after payment of repair or reconstruction expenses shall be distributed to the beneficial owners, with remittances to Unit Owners and mortgagees of individual units being payable jointly to them. This is a covenant for the benefit of any mortgagee of an individual Unit and may be enforced by such mortgagee.

(2) If it is determined, as provided in Paragraph 13, that the damage for which the proceeds are paid shall not be reconstructed or repaired, the proceeds shall be distributed to the mortgagees of individual Units, if any, and Unit Owners as their interests may appear. This is a covenant for the benefit of any mortgagee and may be enforced by such mortgagee.

(3) In making distributions to Unit Owners and mortgagees, the Insurance Trustee shall rely upon a certificate executed (i) by the Association as to the names of the Unit Owners, and (ii) by each of the mortgagees as to their respective shares of the distribution.

13. **When Damaged Property is to be Reconstructed or Repaired.**

(a) If Common Elements are damaged, they shall be reconstructed or repaired, unless it is determined under Paragraph 23 that the Condominium shall be terminated.

(b) If the damaged property is the Apartment Buildings, and if Units with more than one-third (1/3) of the Common Elements appurtenant thereto are found by the Board of Directors of the Association to be tenantable, the damaged property shall be reconstructed or repaired, unless, within sixty (60) days after the casualty, it is determined under Paragraph 23 that the Condominium shall be terminated.

(c) If the damaged property is the Apartment Buildings, and if Units with more than two-thirds (2/3) of the Common Elements appurtenant thereto are found by the Board of Directors of the Association not to be tenantable, the damaged property shall not be reconstructed or repaired, and the Condominium will be terminated under Paragraph 23, unless, within sixty days after the casualty, the Owners of Units with three-fourths (3/4) of the Common Elements appurtenant thereto agree in writing to such reconstruction or repair.

(d) Any reconstruction or repair must be substantially in accordance with the plans and specifications for the original buildings or if not, then according to plans and specifications approved by the Board of Directors of the Association, and by the Owners of Units with three-fourths (3/4) of the Common Elements appurtenant thereto, including the Owners of all damaged Units, which approval shall not be unreasonably withheld.

14. Responsibilities and Procedures as to Payment for Repairs.

(a) If damage occurs to those parts of a Unit or Limited Common Element for which a Unit Owner has the responsibility of maintaining and repairing, then such Unit Owner shall be responsible for the prompt reconstruction and repair of such damage after the casualty. In all other instances, the Association shall have the responsibility of reconstruction and repair. In the event the Unit Owner fails to make such repairs or reconstruction promptly, the Association reserves the right to make such repairs and to assess the Unit Owner for all expenses, together with a charge of up to twenty percent (20%) of such expenses for the Association's services.

(b) As soon as practicable after a casualty causing damage to property for which the Association has the responsibility of maintenance and repair, the Association shall obtain reliable and detailed estimates of the cost to rebuild or repair the damaged property to a condition as good as that existing immediately before the casualty.

(c) If the proceeds of insurance are not sufficient to defray the estimated costs of reconstruction and repair, the amount of deficiency shall be assessed against the party responsible for the cost of maintenance and repair pursuant to the terms of this Master Deed. Additional assessments may be made at any time during or following the completion of construction.

(d) If the estimated costs of reconstruction and repair for which the Association is responsible are more than Thirty Thousand Dollars ($30,000.00) in excess of the amount of insurance proceeds available for such reconstruction or repair, the assessments paid to meet such costs shall be deposited by the Association with the Insurance Trustee. In all other cases, the Association shall hold the sums paid upon such assessments and disburse them in payment of the costs of reconstruction and repair.

(e) The proceeds from assessments and insurance received by the Insurance Trustee shall be disbursed as follows:

(1) The portion of insurance proceeds for damage which is the responsibility of the Unit Owner to repair or reconstruct shall be paid by the Insurance Trustee to the Unit Owner for such repair or reconstruction, or if there is a mortgagee endorsement, then to the Owner and the mortgagee jointly.

(2) The portion of insurance proceeds for damage which is the responsibility of the Association to repair or reconstruct shall be disbursed in payment of the costs of such repair and reconstruction in the manner required by the Board of Directors of the Association.

15. Use Restrictions.

The use of the Condominium shall be in accordance with the following provisions:

(a) Each of the Units shall be occupied only by a family, individuals, or guests as a residence, and for no other purpose. No Units may be rented on a daily or weekly basis.

(b) No Unit may be divided or subdivided into a small Unit, nor any portion thereof sold or otherwise transferred.

(c) Two or more adjoining Units may be used as a single Unit subject to the use restrictions of this Paragraph 15. The Common Elements located between and separating two or more adjacent Units used together may be altered or removed to afford ingress and egress to and from such Units to enhance the use of such Units as a single Unit. The Unit Owner's right to use this portion of the Common Elements shall be pursuant to a license agreement with the Association subject to the following conditions:

(1) The expense of making such alterations shall be paid in full by the Unit Owner or Owners making such alterations;

(2) In the event such Units shall cease to be used as a single Unit, the Unit Owner or Owners shall pay the full expense of restoring such Common Elements to their condition prior to such alterations; and

(3) The Unit Owner must comply with the requirements of this Master Deed for the construction or removal of the Common Elements separating such Units.

(d) The Common Elements shall be used only for the purposes for which they are intended in the furnishing of services and facilities for the permitted use and enjoyment of the Units.

(e) No use or practice shall be permitted on the Condominium which is the source of annoyance to residents, or which interferes with the peaceful possesion and proper use of the Condominium by its residents. All parts of the Condominium shall be kept in a clean and sanitary condition, and no rubbish, refuse, or garbage shall be allowed to accumulate, nor any fire hazard allowed to exist. No Unit Owner shall permit any use of his Unit, or of the Common Elements, which will increase the rate of insurance upon the Condominium. No immoral, improper, offensive, or unlawful use shall be made of the Condominium or any part thereof. All valid laws, zoning ordinances, and regulations of all governmental bodies having jurisdiction thereof shall be observed. The responsibility of meeting the requirements of governmental bodies which require maintenance, modification, or repair of the Condominium shall be the responsibility of the person or entity responsible for the maintenance and repair of the property concerned.

(f) Reasonable rules and regulations concerning the use of the Condominium property may be made and amended from time to time by the Board of Directors of the Association. Copies of such regulations and amendments thereto shall be furnished by the Association to all Unit Owners and residents of the Condominium upon request.

16. Declarant's Units and Privileges.

(a) Declarant is irrevocably empowered, notwithstanding anything herein to the contrary, to sell, lease, or rent Units to any person approved by him. Declarant shall have the right to transact, on the Condominium property, any business deemed necessary by Declarant to consummate the sale, lease, or resale of Units, including, but not limited to, the right to post signs, to reserve parking spaces for prospective purchasers, to maintain model units and sales offices, to use the Common Elements and to show Units. Signs and all items pertaining to sales shall not be considered Common Elements and shall remain the property of Declarant.

(b) As long as any Unit belonging to Declarant remains unsold, neither the Unit Owners, nor the Association, nor the use of the Condominium property, shall interefere with the sale of Units.

17. Professional Management.

At such tme as Declarant ceases to manage the business of the Association, the Association shall enter into a contract for the management of the Condominium with

a professional management company. Any decision to establish self management by the Association shall require the prior written consent of sixty-seven percent (67%) of the votes of the Association and the approval of fifty-one percent (51%) of the first mortgagees (based upon one vote for each Unit upon which a mortgage is owned).

18. Notice of Mortgage Lien or Suit.

(a) A Unit Owner shall give notice to the Association of every lien upon his Unit other than for taxes and special assessments, within ten (10) days after the attachment of the lien.

(b) Notice shall be given to the Association of every suit or other proceeding which may affect the title to a Unit within five (5) days after the Unit Owner receives notice thereof.

(c) Failure to comply with this Paragraph 18 will not affect the validity of any mortgage instrument or the enforcement thereof at any judicial or nonjudicial sale.

19. Compliance, Default and Remedies.

Each Unit Owner shall be governed by, and shall comply with, the terms of this Master Deed, the Charter, By-Laws, and Rules and Regulations adopted pursuant thereto, as any of the same may be amended from time to time. In addition to the remedies provided by the Condominium Act, a default by a Unit Owner shall entitle the Association, acting through the Board of Directors or the management representative of the Association, to the following relief:

(a) Additional Liability. A Unit Owner shall be liable for the expense of any maintenance, repair, or replacement rendered necessary by his act, neglect, or carelessness, or by that of any member of his family, or his or their guests, employees, agents, or lessees, but only to the extent that such expense is not met by the proceeds of insurance carried by the Association. Such liability shall include any increase in fire insurance rates occasioned by use, misuse, occupancy, or abandonment of a Unit, or its appurtenances.

(b) Costs and Attorney's Fees. In any proceeding brought by the Association for the enforcement or protection of any rights hereunder, the Association shall be entitled to recover the costs of the proceeding and reasonable attorney's fees as may be awarded by the court.

(c) No Waiver of Rights. Failure of the Association or any Unit Owner to enforce any covenant, restriction or other provision of the Condominium Act, this Master Deed, the Charter, the By-Laws, or the Rules and Regulations adopted pursuant thereto, shall not constitute a waiver of the right to do so thereafter. All rights, remedies and privileges granted to the Association or any Unit Owner pursuant to the terms of the Condominium Act, this Master Deed, the By-laws or Rules and Regulations of the Association, shall be deemed to be cumulative and the exercise of any one or more thereof shall not be deemed to constitute an election of remedies, nor shall it preclude the party exercising such other privileges as may be granted to such party by the Condominium Act, the condominium instruments above named, or at law or equity.

(d) Abating and Enjoining Violations. The violation of any restriction, condition or regulation adopted by the Board of Directors, or the breach of any covenant or provision herein contained, shall give the Board of Directors or its management representative the right, in addition to any other rights provided for in this Master Deed:

(1) to enter (either peaceably or forceably without liability to such Unit Owner for such entry) upon the Unit, or any portion of the Condominium upon which or as to which such violation or breach exists, and to summarily abate and remove, at the expense of the defaulting Unit Owner, any structure, thing or condition that may exist thereon contrary to the intent and meaning of the provisions hereof and to make emergency repairs and do other work reasonably necessary or useful for the proper maintenance and operation of the Condominium, and the Board of Directors, or its employees or agents, shall not thereby be deemed guilty in any manner of trespass; or

(2) to enjoin, abate or remedy by appropriate legal proceedings, either at law or in equity, the continuance of any breach; or

(3) to take possession (either peaceably or forceably without liability to such Unit Owner for such entry) of such Unit Owner's interest in the Condominium and to maintain an action for possession of such Unit in the manner provided by law.

(e) Legal Proceedings. Any violation of the provisions of the Condominium Act, this Master Deed, the By-laws, or the Rules and Regulations adopted pursuant thereto, shall be grounds for relief, including, but not limited to, an action for money damages, injunctive relief, specific performance, foreclosure of the lien for payment of all assessments, or sale of the Unit pursuant to subparagraph (f) hereof. All expenses of the Association incurred in connection with any such actions or proceedings, including court costs, attorney's fees, all damages and interest thereon at the highest rate allowed by applicable law, shall be assessed against such defaulting Unit Owner and shall be deemed part of his respective share of the Common Expenses. The Association shall have a lien for all of the same upon the Unit, and its appurtenant interest in the Common Elements, upon all of the Unit Owner's additions and improvements thereto and upon all of his personal property in his Unit or located elsewhere on the Condominium. Such lien shall be subordinate to the lien of a recorded first mortgage or deed of trust on the Unit. In the event of any such default by a Unit Owner, the Board of Directors and its management representative, if so authorized by the Board of Directors, shall have the authority to correct such default, and to do whatever may be necessary for such purpose. All expenses incurred in connection therewith shall be charged to and assessed against such defaulting Unit Owner.

(f) Judicial Sale. If any violation by a Unit Owner (or other occupant of a Unit) continues or occurs repeatedly during any ten (10) day period after notice of such violation from the Board of Directors, the Board of Directors shall have the power to terminate such Unit Owner's rights as a Unit Owner. The Board of Directors may issue a written notice to such defaulting Unit Owner terminating his right to continue to occupy, use or control his Unit. Thereafter, the Board of Directors may file an action seeking a decree terminating such Unit Owner's right to occupy, use or control his Unit, and ordering that all right, title and interest of such defaulting Unit Owner in his Unit and in the Common Elements be sold at a judicial sale. The judicial sale shall be held upon such notice and terms as the Court shall determine, except that the Court shall enjoin the defaulting Unit Owner from reacquiring his interest at the sale. Such judicial sale shall be subject to the lien of any existing deed of trust or mortgage. The proceeds of any such judicial sale shall first be paid to discharge court costs, court reporter chares, reasonable attorney's fees and all other expenses of the proceeding and sale, and all such items shall be taxed against said defaulting Unit Owner in said decree. Any balance of proceeds, after satisfaction of such charges and any unpaid assessments hereunder, or any liens, shall be paid to said defaulting Unit Owner. Upon the confirmation of such sale, the purchaser shall thereupon be entitled to a deed to the Unit and the Unit Owner's corresponding percentage of ownership in the Common Elements, and to immediate possession of the Unit sold and may apply to the Court for a writ of assistance for the purpose of acquiring such possession. It shall be a condition of any such sale, and the decree shall so provide, that the purchaser shall take the interest in such Unit and the Common Elements subject to this Master Deed.

(g) Sale for Non-payment of Assessments. Notwithstanding any term or provision of this Paragraph 19, the Association shall obtain the written consent of a majority of the votes of the Association prior to the Association's exercise of any of the remedies provided in this Paragraph 19 to terminate the rights of any Unit Owner to occupy, use or control the Unit owned by him, except that in the case of the sale of a Unit for non-payment of assessments no such consent shall be required.

20. Lease and Transfer of a Unit; Notice to Association.

(a) Leases. All leases of Units owned by Unit Owners other than the Declarant shall be in writing and shall be for a term of not less than one month. A copy of every such lease of a Unit shall be furnished to the Board prior to occupancy by the tenant. Every such lease shall provide that the lessee shall be bound by and subject to the Rules and Regulations of the Association. A copy of the Rules and Regulations shall be attached to each lease and shall be delivered by the Unit Owner to the lessee. The Unit Owner makng such lease shall not be relieved thereby from any of his obligations under this Master Deed.

(b) Notice of Transfer of Unit. Whenever a Unit Owner shall sell, give or otherwise transfer his Unit, or any interest therein, such Unit Owner shall give the Association written notice within thirty (30) days (before or after closing) of the transfer, which notice shall briefly describe the transfer and shall state the name and address of the transferee.

(c) Miscellaneous.

(1) A transfer or lease of a Unit, or interest therein, by or to the Board or the Declarant shall not be subject to the provisions of this Paragraph 20.

(2) All notices referred to or required under this Paragraph 20 shall be given in writing by certified mail return receipt requested or by personal service.

(3) The Board may adopt rules and regulations, from time to time, not inconsistent with the provisions of this Paragraph 20, for the purpose of implementing and effectuating said provisions.

(4) If any transfer or lease of a Unit is made or attempted without complying with the provisions of this Paragraph 20, such transfer or lease shall be subject to each and all of the rights and options of, and remedies and actions available to, the Association hereunder and otherwise.

21. **Association's Right to Purchase at a Foreclosure Sale.**

(a) The Board shall have the power and authority to purchase, on behalf of the Association, any Unit, or interest therein, at a sale pursuant to this Master Deed, a mortgage or deed of trust foreclosure, a foreclosure of the lien for Common Expenses under the Condominium Act, or an order or direction of a court, or at any other involuntary sale, upon the consent or approval of Unit Owners owning not less than seventy-five percent (75%) of the total ownership of the Common Elements.

(b) The Board of Directors shall have authority to make special assessments proportionately among the respective Unit Owners, and such other financing arrangements as the Board of Directors may deem desirable, in order to close and consummate the purchase of a Unit, by the Association. However, no such financing arrangement may be secured by an encumbrance on any interest in property other than the Unit to be purchased and such Unit's appurtenant interest in the Common Elements.

(c) The Association shall hold or lease any Unit, pursuant to the terms hereof, in the name of the Association, or a nominee thereof delegated by the Board of Directors, for the benefit of all Unit Owners. The Board of Directors shall have authority at any time to sell, lease or sublease said Unit on behalf of the Association upon such terms as the Board shall deem desirable, but in no event shall a Unit be sold for less than the amount paid by the Association to purchase the Unit unless Unit Owners owning not less than seventy-five percent (75%) of the Common Elements first authorize the sale for such lesser amount.

22. **Amendments.**

This Master Deed 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 of the Association 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 in which the amendment is considered may express their approval in writing, providing such approval is delivered to the secretary of the Association at or prior to the meeting. Such approval must be by sixty-six and two-thirds percent (66-2/3%) of the votes of the entire membership of the Association. During the time in which the Declarant or a single Unit Owner has the right to name the Board of Directors of the Association, any amendment to this Master Deed must be approved by a majority of the Board of Directors.

(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 of the Common Elements appurtenant to it, nor increase the Unit Owner's share of the Common Expenses, unless such Unit Owner and all record owners of liens thereon, shall join in the execution of the amendment, and the provisions of Paragraph 25 are followed.

(d) Any amendment which would prohibit the leasing of Units shall require the approval of ninety-five percent (95%) of the votes of the entire membership.

(e) Any amendment which would restrict the rights of Declarant or a single Unit Owner as set out in Paragraph 16 of this Master Deed, shall require the unanimous approval of all the votes of the entire membership of the Association.

(f) 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 when recorded in the Register's Office of Davidson County, Tennessee.

(g) Declarant hereby reserves the power to amend this Master Deed and any Exhibit hereto without the consent of any Unit Owner for the purposes hereinafter set forth. Such power of Declarant shall expire three (3) years from the date this Master Deed is filed of record in the Register's Office for Davidson County, Tennessee. This power to amend shall be used to correct clerical errors and make other clarifications, and to adjust boundary lines where necessary for clarification or to reflect adequate surveys. Declarant shall exercise this power to amend by filing an amendment of record with the Register's Office for Davidson County, Tennessee. Declarant shall in no way be obligated to amend this Master Deed or any Exhibit hereto.

23. Termination.

The Condominium may be terminated as follows:

(a) In the event it is determined under Paragraph 13(c) that the damaged property shall be reconstructed because of substantial loss in accordance with T.C.A. §66-27-118 as amended, the Condominium shall be terminated.

(b) The Condominium may be terminated at any time after obtaining the prior approval in writing of all Unit Owners, and by all record owners of liens thereon in accordance with T.C.A. §66-27-109.

(c) The termination of the Condominium shall be evidenced by a deed in compliance with T.C.A. §66-27-109, certifying the facts effecting the termination, which deed shall become effective upon being recorded in the Register's Office of Davidson County, Tennessee.

24. Approval Rights of Mortgagees.

Except as provided by the Condominium Act in case of substantial loss to the Units and/or Common Elements, unless at least sixty-six and two-thirds percent (66-2/3%) of the first mortgagees of the Units (based upon one vote for each Unit upon which a mortgage or deed of trust is owned), Unit Owners with sixty-six and two-thirds percent (66-2/3%) of the votes of the entire membership of the Association (other than Declarant) have given their prior written approval, the Association shall not be entitled to:

(a) By act or omission, seek to abandon or terminate the Condominium;

(b) Change the pro rata interest or obligations of any Unit for the purpose of:

(1) Levying assessments or charges or allocating distributions of hazard insurance proceeds or condemnation awards; or

(2) Determining the pro rata share of ownership of each Unit in the Common Elements.

(c) Partition or subdivide any 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 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, except as provided by statute in case of substantial loss to the Units and/or Common Elements of the Condominium project.

25. **Further Assurances For First Mortgagees.**

In addition to all other rights provided herein or in the Condominium Act, the following shall further be required:

(a) Any first mortagee who obtains title to a Unit pursuant to the remedies provided in a mortgage or deed of trust, or upon foreclosure of the mortgage or deed of trust or upon receiving a deed (or assignment) in lieu of foreclosure, will be exempt from the provisions of Paragraph 20 relating to the rights of the Association upon transfer of a Unit. Specifically, and without limitation upon the above provisions of this Subparagraph (a), the Master Deed, the attached By-Laws, or any other of the Condominium's constituent documents shall not impair the rights of a first mortgagee to:

(1) Foreclose or take title to a Unit pursuant to the remedies provided in the deed of trust or mortgage, or

(2) Accept a deed (or assignment) in lieu of foreclosure in the event of default by a mortgagor, or

(3) Sell or lease a Unit acquired by the mortgagee.

(b) Unit Owners, first mortgagees, and any holders, insurers or guarantors of any first mortgage or deed of trust, shall have the right to examine the books, records and financial statements of the Association, as well as the By-Laws and other rules concerning the Condominium upon request during normal business hours or under other reasonable circumstances, and upon reasonable notice. A mortgagee who holds first mortgages on at least ten percent (10%) of the Units shall be entitled, upon request to receive a monthly operating statement from the Association.

(c) First mortgagees shall have the right, upon written request, to receive a financial statement from the Association for the immediately preceding fiscal year.

(d) Condominium assessments shall include an adequate reserve fund for maintenance, repair 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. A working capital fund for the initial months of the operation of the Condominium equal to at least two (2) months' assessment for each Unit shall be collected and transferred to the Association at the time of closing of sale by Declarant of each Unit and shall be maintained in an amount for the use and benefit of the Association.

(e) No interpretation shall be given to this Master Deed or any of the other Condominium constituent documents which would give a Unit Owner, or any other party, priority over any rights of first mortgagees of Units pursuant to their mortgages in the case of a distribution to Unit Owners of insurance proceeds or condemnation awards for losses to or a taking of Units and/or Common Elements.

(f) Any agreement for professional management of the Condominium, or any other contract providing for services by the Declarant may not have a term greater than three (3) years. Any such agreement must provide for termination by either party without cause and without payment of a termination fee on ninety (90) days or less written notice. If a mortgagee holds first mortgages on fifty-one percent (51%) of the Units, the Association shall be required to obtain the prior written consent of such mortgagee in the selection of professional management for the Condominium.

(g) The Association, upon receiving notification of the existence of a first mortgage or deed of trust on any particular Unit, shall provide notice in writing to such mortgagee, or a holder, insurer, or guarantor of any such mortgage or deed of trust, or to such other entity as such mortgagee may direct, of any loss to, or taking of, the Common Elements of the Condominium if such loss or taking exceeds the market value of any one Unit, or damage to a Unit covered by such mortgage if such loss or taking exceeds ten percent (10%) of the market value of any one Unit.

(h) First mortgagees, or a holder, insurer, or guarantor of any first mortgage or deed of trust, shall have the right, upon written request, to receive notice from the Association of any lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Association.

(i) First mortgagees, or a holder, insurer, or guarantor of any first mortgage or deed of trust, shall also have the right, upon written request, to receive written notice from the Association of any proposed action which requires the consent of a specified percentage of mortgage holders, and of any sixty (60) day delinquency in the payment of assessments or charges owed by the Unit Owner of any Unit upon which it holds a mortgage or deed of trust.

26. Non-Liability of the Declarant, Directors and Officers of the Association.

The Declarant, directors and officers of the Association shall not be personally liable to the Unit Owners for any mistake of judgment or for any other acts or omissions of any nature whatsoever as such Declarant, director or officer, except for any acts or omissions found by a Court to constitute gross negligence or fraud. The Unit Owners shall indemnify and hold harmless each of the directors, officers, or Declarant, and their respective heirs, executors, administrators, successors and assigns, in accordance with the provisions of the By-Laws.

27. Service Contracts.

Declarant shall assign and the Association shall assume certain service contracts designated by Declarant dealing with the maintenance and operation of the Condominium. These contracts may include, but not be limited to, lawn care, laundry leases, cable television service, water and garbage disposal.

28. Common Water Meter.

The entire Condominium and all Units are served by a single common water meter. Accordingly, the Association shall pay all sums due for water service in the Condominium and shall assess such charges as a Common Expense proportionally among the Unit Owners in accordance with their percentage ownership of the Common Elements.

29. Severability.

The invalidity in whole or in part of any covenant or restriction, or any paragraph, subparagraph, sentence, clause, phrase, or word, or other provision of this Master Deed and the Charter, By-Laws, and Regulations of the Association shall not affect the validity in the remaining portions thereof.

IN WITNESS WHEREOF, the undersigned Charles H. Turner, as owner of the real estate herein described, has executed this Master Deed on the day and date first above written. The undersigned Virginia W. Turner, wife of Charles H. Turner, joins in this instrument for the purpose of waiving any rights she may have in the subject property, whether homestead, elective share, or other marital rights.

Charles H. Turner
CHARLES H. TURNER

Virginia W. Turner
VIRGINIA W. TURNER

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

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

Witness my hand and official seal at Nashville, Tennessee, this 10th day of October, 1985.

Laura S. Wilbey
Notary Public

My Commission Expires: July 17, 1988

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, the within named Virginia W. Turner, the bargainor, with whom I am personally acquainted, (or proved to me on the basis of satisfactory evidence) and who acknowledged that she executed the within instrument for the purposes therein contained.

Witness my hand and official seal at Nashville, Tennessee, this 10th day of October, 1985.

Laura S. Wilbey
Notary Public

My Commission Expires: July 17, 1988

EXHIBIT A

PROPERTY DESCRIPTION

BOOK 6685 PAGE 274

Land in Davidson County, Tennessee, described as follows:

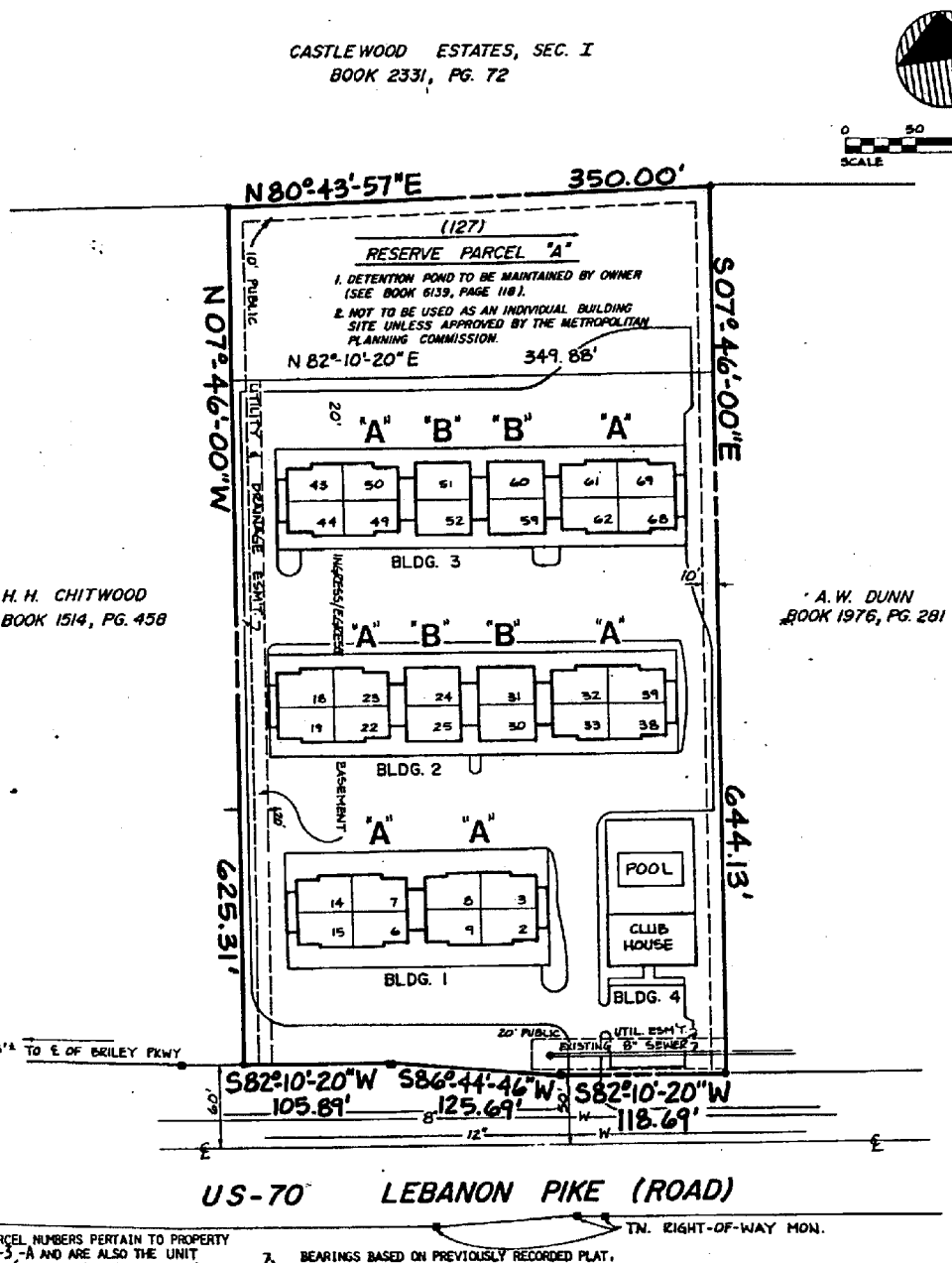
Being shown as a part of an unnumbered tract on the Plan of R. D. Stanford's Subdivision of the Lannom Property, as of record in Book 547, page 186, Register's Office for said County, and being shown as a part of an unnumbered tract marked "Stanford" on the Map showing a proposed road through the Lannom Property, as of record in Book 974, page 20, said Register's Office, and also being shown as part of an unnumbered tract marked "Joe Frank" on the Map of Bainbridge & Setterfield's Subdivision of record in Book 421, page 132, said Register's Office, and being known as a part of the Old Nichol Farm, and more recently being known as a part of the Home Place of R. D. Stanford and wife, both of whom are now deceased, known as "Bellair" and being described according to a boundary survey prepared by Hickerson & Hickerson, Engineers, dated February 4, 1964, as follows:

BEGINNING at a point in the northerly margin of Lebanon Road, said point being designated as a stake and fence post located 895 feet west of the westerly margin of Fairway Drive, and continuing thence along the northerly margin of Lebanon Road, south 78 degrees 24 minutes west 350 feet to an iron pin and highway monument; thence north 11 degrees 34 minutes west 649.2 feet to a concrete monument; thence north 76 degrees 50 minutes east 350 feet to a stake and fence post; thence south 11 degrees 34 minutes east 658.8 feet to the point of beginning, containing 5.25 acres, more or less.

Being the same proeprty conveyed to Charles H. Turner and Thomas L. Goddard by deed from Douglas F. Brown and wife, Rose M. Brown, of record in Book 4204, page 726, said Register's Office, the said Thomas L. Goddard having conveyed his one-half (1/2) interest in subject property to Charles H. Turner by deed of record in Book 4583, page 507, said Register's Office.

EXHIBIT B

BOOK 6685 PAGE 275



1. ALL PARCEL NUMBERS PERTAIN TO PROPERTY MAP 95-3-A AND ARE ALSO THE UNIT NUMBERS (AS USED IN THE ADDRESSES).
2. BASE NUMBER FOR ALL ADDRESSES SHOWN HEREON TO BE 2258 LEBANON ROAD.
3. TYPICAL ADDRESS: JOHN DOE
   UNIT #2
   2258 LEBANON ROAD
   NASHVILLE, TN 37214
4. UNIT NUMBERS IN BUILDING WILL BE POSTED OUTSIDE THUS:
   [2-17] [18-41] [42-71]
5. BUILDING "TYPE" AND/OR BUILDING NUMBER IS NOT PART OF ADDRESS.
6. UNIT NUMBERS ARE AS DESIGNATED ON THIS PLAT.
7. BEARINGS BASED ON PREVIOUSLY RECORDED PLAT.
8. DEED REFERENCE:
   TO: CHARLES H. TURNER
   FROM: THOMAS L. GODDARD
   RECORD: BOOK 4583, PG. 507, R.O.D.C., TN.
9. TOTAL AREA: 5.10 ACRES
10. ALL UNITS IN BUILDING TYPE "A" ARE 2 BEDROOMS AND CONTAIN 1,015 SQ. FT.
11. ALL UNITS IN BUILDING TYPE "B" ARE 2 BEDROOMS AND CONTAIN 1,092 SQ. FT.

SURVEYOR'S CERTIFICATE:

TO THE BEST OF MY KNOWLEDGE AND BELIEF, I CERTIFY THAT THIS IS MAGNOLIA SQUARE AS RECORDED IN BOOK 5200, PG. 702, R.O.D.C., TN. I ALSO CERTIFY THAT THIS IS A CLASS A SURVEY WITH RATIO OF PRECISION OF THE UNADJUSTED SURVEY WITHIN THE MINIMUM STANDARDS AS ADOPTED BY THE STATE BOARD OF EXAMINERS.

BY: [signature] DATE: 10/8/85

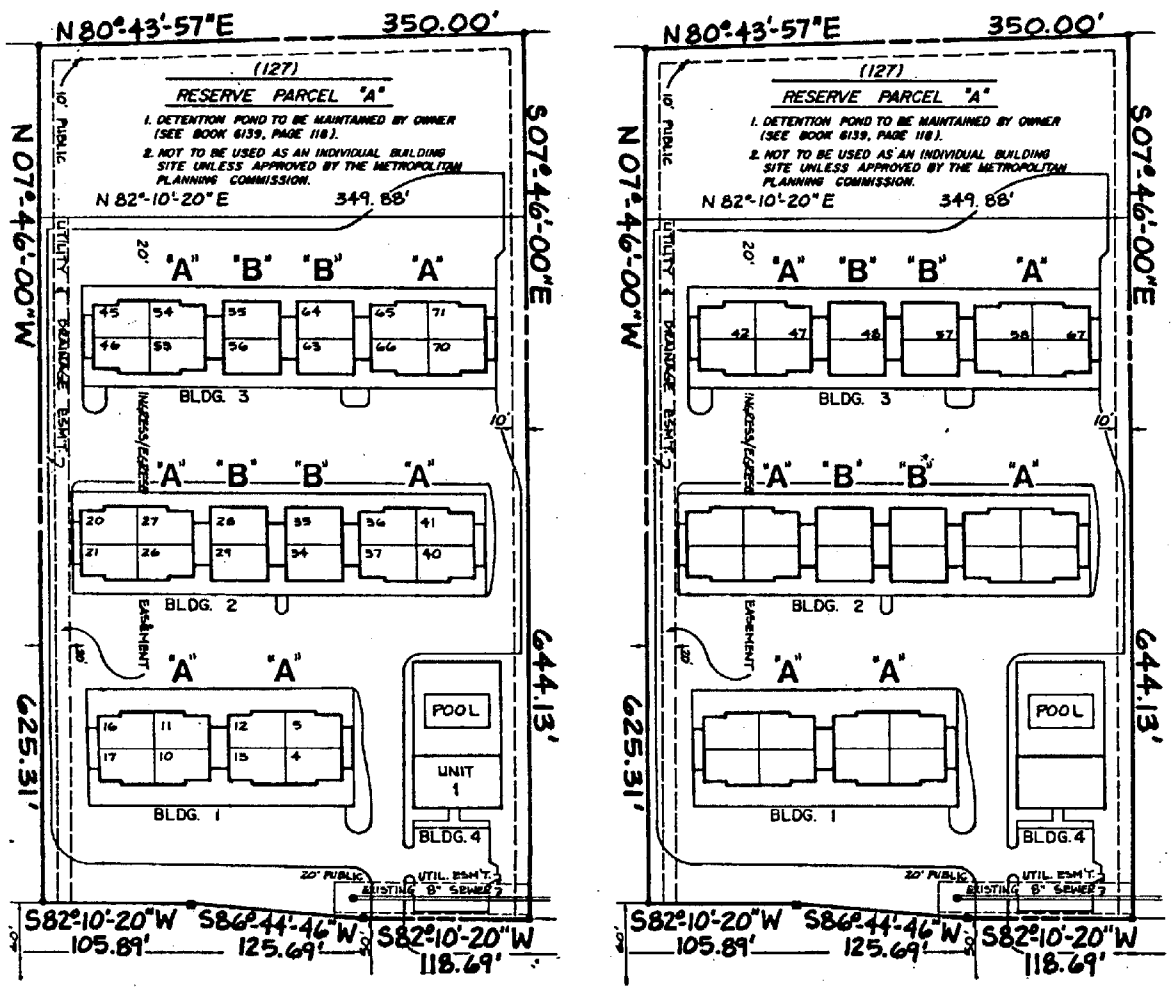
FIRST FLOOR PLAN

MAGNOLIA SQUARE CONDOMINIUM

2nd CIVIL DISTRICT,
DAVIDSON CO., TN.

McCONNELL ENGINEERING
2131 MURFREESBORO RD.
NASHVILLE, TN 37217
(615) 361-1597

SHEET 1 OF 2



NOTES ON SHEET 1 of 2
ALSO APPLY TO THIS SHEET

SECOND FLOOR and LOWER FLOOR PLAN

MAGNOLIA SQUARE CONDOMINIUM

2nd CIVIL DISTRICT,
DAVIDSON CO., TN.

McCONNELL ENGINEERING
2131 MURFREESBORO RD.
NASHVILLE, TN 37217
(615) 361-1597

SURVEYOR'S CERTIFICATE:
TO THE BEST OF MY KNOWLEDGE AND BELIEF, I CERTIFY THAT THIS IS MAGNOLIA SQUARE AS RECORDED IN BOOK 5200, PG. 712, R.O.D.C., TN. I ALSO CERTIFY THAT THIS IS A CLASS A SURVEY WITH RATIO OF PRECISION OF THE UNADJUSTED SURVEY WITHIN THE MINIMUM STANDARDS AS ADOPTED BY THE STATE BOARD OF EXAMINERS.

BY: _____ DATE: 10/8/85

SHEET 2 OF 2

EXHIBIT "C"

BYLAWS

OF

MAGNOLIA SQUARE CONDOMINIUM ASSOCIATION

ARTICLE I

Members (Unit Owners)

Section 1. Eligibility. The members of the MAGNOLIA SQUARE CONDOMINIUM ASSOCIATION, a Tennessee not-for-profit corporation, shall consist of the respective Unit Owners of the MAGNOLIA SQUARE CONDOMINIUM (the "Property"), in accordance with the respective percentages of ownership interest in the Common Elements of the Property owned by the respective Unit Owners (these and other terms are used in these Bylaws as they are defined herein and in the Master Deed for Magnolia Square Condominium, which Master Deed is recorded in the office of the Register of Deeds of Davidson County, Tennessee. The words "member" or "members" as used in these Bylaws mean and shall refer to "Unit Owner" or "Unit Owners," as the case may be, as defined in the Master Deed. If a Unit Owner is a trust, then the member shall be the beneficiary of such trust.

Section 2. Succession. The membership of each Unit Owner shall terminate when he ceases to be a Unit Owner, and upon the sale, transfer or other disposition of his ownership interest in the Unit, his membership in the Association shall automatically be transferred to the new Unit Owner succeeding to such ownership interest.

Section 3. Regular Meetings. The first regular annual meeting of Unit Owners (the "First Meeting") may be held, subject to the terms hereof, on any date, at the option of the Board, provided, however, that said First Meeting shall be held not less than thirty (30) days and not more than one hundred twenty (120) days after Declarant has sold and delivered its deed for at least fifty-four (54) of the Units, but in any event not later than three (3) years following conveyance of the first Unit by Declarant. Subsequent to the First Meeting, there shall be a regular annual meeting of Unit Owners held each year within fifteen (15) days after the end of each fiscal year of the Association. All such meetings of Unit Owners shall be held at such place in Davidson County, Tennessee, and at such time as specified in the written notice of such meeting which shall be delivered to all Unit Owners at least ten (10) days prior to the date of such meeting.

Section 4. Special Meetings. Special meetings of the Unit Owners may be called by the President or by a majority of the directors of the Board, or by Unit Owners having at least three-fifths (3/5) of the votes entitled to be at such meeting. Said special meetings shall be called by delivering written notice to all Unit Owners not less than ten (10) days prior to the date of said meeting, stating the date, time and place of said special meeting and the matters to be considered.

Section 5. Delivery of Notice of Meetings. Notices of meetings may be delivered either personally or by mail to a Unit Owner at the address given to the Board by said Unit Owner for such purpose, or to the Unit Owner's Unit, if no address for such purpose has been given to the Board.

Section 6. Voting. The aggregate number of votes of all Unit Owners shall be seventy-one (71), and shall be divided among the respective Unit Owners with one (1) vote allocated to each Unit. If any Unit Owner consists of more than one (1) person, the voting rights of such Unit Owner shall not be divided but shall be exercised as if the Unit Owner consisted of only one (1) person in accordance with the proxy or other designation made by

the persons constituting such Unit Owner. The Developer may exercise the voting rights with respect to Units owned by him.

No Unit Owner who is in default in the payment of his assessments hereunder shall be entitled to exercise his right to vote hereunder until he has cured such default. A Unit Owner shall be deemed to be in default if he has not paid his assessments to the Association, or its agent, within ten (10) days after the date such assessments are due. A Unit Owner may protest the amount of the assessment, but it still must be paid during the pendency of the protest.

Section 7. Quorum. A quorum of Unit Owners for any meeting shall be constituted by Unit Owners represented in person or by proxy and holding a majority of the votes entitled to be cast at such meeting.

ARTICLE II

Board of Directors

Section 1. Number, Election and Term of Office. The Board of Directors of the Association (referred to in the Condominium Act as the "board of administrators," and sometimes referred to herein as the "Board") shall consist of five (5) members (hereinafter referred to as "directors"). Directors shall be elected at the regular annual meeting of Association members by the vote of Unit Owners as hereinafter provided, except that the Declarant shall appoint the interim Board of directors ("Interim Board") until the First Meeting. At the First Meeting the Unit Owners shall among other business elect four (4) members of the first Board of Directors ("First Board") and the mortgagee holding the largest number of mortgages or trust deeds on Units shall be entitled to appoint one of its officers to be a Board member, unless such right is waived by such mortgage. Those candidates for election as director receiving the greatest number of votes cast either in person or by proxy at the meeting shall be elected. Directors, except for members of the First Board, Interim Board, and the member appointed by the mortgagee shall hold office for the term of two (2) years and until his or her successor shall be elected and qualified. One (1) member of the First Board shall hold office until the second regular annual meeting of Association members, two (2) members of the First Board shall hold office until the third regular annual meeting of Association members, and one (1) member of the First Board shall hold office until the fourth regular annual meeting of Association members. The member appointed by the mortgagee shall hold office at the pleasure of the mortgagee.

Section 2. Qualification. Except for members of the Interim Board and the director appointed by the mortgagee, each director shall be a Unit Owner or the spouse of a Unit Owner (or, if a Unit Owner is a trustee of a trust, a director may be a beneficiary of such trust, and if a Unit Owner or such a beneficiary is a corporation or partnership, a director may be an officer, partner or employee of such Unit Owner or beneficiary). If a director shall cease to meet such qualifications prior to the expiration of such directors term, then the Board shall elect a replacement therefor as hereinafter provided to serve the unexpired term of such disqualified director.

Section 3. Vacancies. Any vacancy occurring in the Board shall be filled by majority vote of the remaining members thereof. Any director so elected to fill a vacancy shall hold office for a term equal to the unexpired term of the director which he succeeds. In the event the mortgagee holding the largest number of mortgages or deeds of trust on Units does not desire to appoint a director, such director shall be elected by the Unit Owners for a term of one (1) year.

Section 4. Meetings. A regular annual meeting of the Board shall be held within ten (10) days following the regular annual meeting of Unit Owners. Special meetings of the Board shall be held upon a call by the President or by a majority of the Board on not less than forty-eight (48) hours' notice in writing to each director, delivered personally or by mail or telegram. Any director may waive notice of a meeting, or consent to the holding of a meeting without notice, or consent to any action proposed to be taken by the Board without a meeting. A director's attendance at a meeting shall constitute his waiver of notice of said meeting.

Section 5. Removal. Any director may be removed from office for cause by the vote of three-fifths (3/5) of the total vote of the Unit Owners.

Section 6. **Compensation.** Directors shall receive no compensation for their services as directors, unless expressly provided for in resolutions duly adopted by the Unit Owners.

Section 7. **Quorum.** Three (3) directors shall constitute a quorum.

Section 8. **Powers and Duties.** The Board shall have the following powers and duties:

(a) to elect and remove the officers of the Association as hereinafter provided;

(b) to administer the affairs of the Association and the Condominium;

(c) 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 of the Unit Owners, upon such terms and for such compensation and with such authority as the Board may approve; provided, however, that the Board, appointed as provided herein, shall ratify and approve the Management Agreement between the Declarant, on behalf of the Association, and a management representative, to act as Managing Agent for the Property; provided further, that the Board shall not have the authority to adopt any form of management of the Property which excludes professional management by an independent agent, all except as provided in the Master Deed;

(d) to formulate policies for the administration, management and operation of the Condominium and the Common Elements thereof;

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

(f) to provide for the maintenance, repair, and replacement of the Common Elements and payments therefor, and to approve payment vouchers or to delegate such approval to the officers or the manager or Managing Agent;

(g) 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 Property and the Common Elements, and to delegate any such powers to the Managing Agent (and any such employees or other personnel who may be the employees of a Managing Agent);

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

(i) to determine the fiscal year of the Association and to change said fiscal year from time to time as the Board deems advisable;

(j) to estimate the amount of the annual budget, and to provide the manner of assessing and collecting from the Unit Owners their respective shares of such estimated expenses, as hereinafter provided;

(k) to enter into any lease agreement for lease of premises suitable for use as custodian apartments, upon such terms as the Board may approve;

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

(m) to exercise all other powers and duties of the board of managers or Unit Owners as a group referred to in the Condominium Act and all powers and duties of a board of managers or a board of directors referred to in the Master Deed or these Bylaws.

Section 9. **Non-Delegation.** Nothing in this Article or elsewhere in these Bylaws shall be considered to grant to the Board, the Association or to the officers of the Association any powers or duties which, by law, have been delegated to the Unit Owners.

ARTICLE III

Officers

Section 1. **Designation.** At each regular annual meeting, the directors present at said meeting shall elect the following officers of the Association by a majority vote:

(a) a President, who shall be a director and who shall preside over the meetings of the Board and of the Unit Owners, and who shall be the chief executive officer of the Association;

(b) a Secretary, who shall keep the minutes of all meetings of the Board and of the Unit Owners, and who shall, in general, perform all the duties incident to the office of Secretary, and who may be a representative of the Managing Agent;

(c) a Treasurer, who shall be responsible for financial records and books of account and the manner in which such records and books are kept and reported; and

(d) such additional officers as the Board shall see fit to elect.

Section 2. **Powers.** The respective officers shall have the general powers usually vested in such officers; provided that the Board may delegate any specific powers to any other officer or impose such limitations or restrictions upon the powers of any officer as the Board may see fit.

Section 3. **Term of Office.** Each officer shall hold office for the term of one (1) year and until his successor shall have been appointed or elected and qualified.

Section 4. **Vacancies.** Vacancies in any office shall be filled by the Board by a majority vote of the remaining members thereof at a special meeting of said Board. Any director so elected to fill a vacancy shall hold office for a term equal to the unexpired term of the officer he succeeds. Any officer may be removed for cause at any time by vote of three-fifths (3/5) of the total members of the Board at a special meeting thereof.

Section 5. **Compensation.** The officers shall receive no compensation for their services as officers, unless expressly provided for in a resolution duly adopted by the Unit Owners.

ARTICLE IV

Assessments

Section 1. **Estimated Annual Budget.** The Board shall cause to be prepared an estimated annual budget for each fiscal year of the Association. Such budget shall take into account the estimated common expenses and cash requirements for the year, including but not limited to salaries, wages, payroll taxes, legal and accounting fees, working capital fund, supplies, materials, parts, services, maintenance, repairs, replacements, landscaping, insurance, fuel, power, and all other common expenses. To the extent that the assessments and other cash income collected from the Unit Owners during the preceding year shall be more or less than the expenditures for such preceding year, the surplus or deficit, as the case may be, shall also be taken into account. The annual budget shall also take into account the estimated net available cash income for the year from the lease, operation or use of the Common Elements. The annual budget shall provide for a reserve for contingencies for the year and a reserve for replacements, in reasonable amounts as determined by the Board.

Section 2. **Assessments.** The estimated annual budget for each fiscal year shall be approved by the Board, and copies thereof shall be furnished by the Board to each Unit Owner, not later than thirty (30) days prior to the beginning of such year. On or before the first day of the first month and of each succeeding month of the year covered by the annual budget, each Unit Owner shall pay, as his respective monthly assessment for the common expenses, one-twelfth (1/12) of his proportionate share of the common expenses for such year as shown by the annual budget. Such proportionate share for each Unit Owner shall be in accordance with his respective ownership interest in the Common

Elements as set forth in of the Master Deed. In the event that the Board shall not approve an estimated annual budget or shall fail to determine new monthly assessments for any year, or shall be delayed in doing so, each Unit Owner shall continue to pay each month the amount of his respective monthly assessment as last determined. Each Unit Owner shall pay his monthly assessment on or before the first day of each month to the Managing Agent or as may be otherwise directed by the Board. No Unit Owner shall be relieved of his obligation to pay his assessment by abandoning or not using his Unit, the Common Elements, or the Limited Common Elements.

Section 3. **Partial Year or Month.** If the first fiscal year, or any succeeding fiscal year, shall be less than a full year, then the monthly assessments for each Unit Owner shall be proportionate to the number of months and days in such period covered by such budget. Commencing with the date of occupancy of his Unit, each Unit Owner shall pay his assessment for the following month or fraction of a month, which assessment shall be in proportion to his respective ownership interest in the Common Elements and the number of months and days remaining of the period covered by the current annual budget, and which assessment shall be computed by the Board.

Section 4. **Actual Annual Report.** Within ninety (90) days after the end of each fiscal year covered by an annual budget, or as soon thereafter as shall be practicable, the Board shall cause to be furnished to each Unit Owner a statement for such year so ended, showing the receipts and expenditures and such other information as the Board may deem desirable.

Section 5. **Supplemental Budget.** In the event that during the course of any year, it shall appear to the Board that the monthly assessments, determined in accordance with the estimated common expenses and limited common expenses for the remainder of such year, then the Board 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.

Section 6. **Expenditures.** Except for the Management Agreement described in Article II, Section 8(c) hereof and expenditures and contracts specifically authorized by the Master Deed and Bylaws, the Board shall not approve any expenditure in excess of Five Thousand and no/100 ($5,000.00) Dollars unless required for emergency repair, protection or operation of the Common Elements or Limited Common Elements, nor enter any contract for more than three (3) years without the prior approval of three-fifths (3/5) of the votes of the Unit Owners.

Section 7. **Lien.** It shall be the duty of every Unit Owner to pay his proportionate share of the common expenses and limited common expenses, as provided in the Master Deed, and as assessed inn the manner herein provided.

If any Unit Owner shall fail or refuse to make any such payment of the common expenses or limited common expenses when due, the amount thereof, together with interest thereon at the rate of ten percent (10%) per annum or such greater percentage as may then be permitted under the laws of the State of Tennessee after said common expenses become due and payable, shall constitute a lien, as provided in the Act, enforceable by the Board, on the interest of such Unit Owner in the Condominium, provided, however, that such lien shall be subordinate to the lien of a recorded first mortgage or deed of trust on the interest of such Unit Owner, except for the amount of the proportionate share of common expenses and limited common expenses which are due and payable from and after the date on which such mortgage owner or holder either takes possession of the Unit, or accepts a conveyance of any interest therein (other than as security). The provisions of this paragraph of this Section 7 shall not be amended, changed, modified or rescinded in any way without the prior written consent of all such lien holders of record.

The Association or its successors and assigns, or the Board or its agents, shall have the right to enforce the lien as provided in the Master Deed, and there shall be added to the amount due the costs of any suit maintained to enforce the lien and other fees and expenses, together with legal interest and reasonable attorneys' fees to be fixed by the Court. Furthermore, if any Unit Owner shall fail or refuse to pay when due his proportionate share of the common expenses or limited common expenses and such Unit Owner withholds possession of his Unit after demand by the Board or the Association in writing setting forth the amount claimed, the Board or the Association shall have the

right to possession of such Unit. The Board or the Association shall have the authority to exercise and enforce any and all rights and remedies as provided for in the Condominium Act, the Master Deed or these Bylaws, or as are otherwise available at law or in equity, for the collection of all unpaid assessments.

Section 8. **Records and Statement of Account.** The Board shall cause to be kept detailed and accurate records in chronological order of the receipts and expenditures affecting the Common Elements and Limited Common Elements, specifying and itemizing the common expenses and limited common expenses incurred. Payment vouchers may be approved in such manner as the Board may determine.

The Board shall, upon receipt of ten (10) days' written notice to it or the Association and upon payment of a reasonable fee, furnish to any Unit Owner a statement of account setting forth the amount of any unpaid assessments or other charges due and owing from such Unit Owner.

Section 9. **Discharge of Liens.** The Board may cause the Association to discharge any mechanic's lien or other encumbrance which in the opinion of the Board may constitute a lien against the Condominium or the Common Elements, rather than a lien against only a particular Unit Ownership. When less than all the Unit Owners are responsible for the existence of any such lien, the Unit Owners responsible shall be jointly and severally liable for the amount necessary to discharge the same and for all costs and expenses, including attorneys' fees, incurred by reason of such lien.

Section 10. **Holding of Funds.** All funds collected hereunder shall be held and expended for the purposes designated herein, and (except for such special assessments as may be levied hereunder against less than all the Unit Owners and for such adjustments as may be required to reflect delinquent or prepaid assessments) shall be deemed to be held for the benefit, use and account of all the Unit Owners in the percentages set forth in the Master Deed.

ARTICLE V

Use and Occupancy Restrictions

Section 1. **General.** No unlawful, noxious or offensive activities shall be carried on in any Unit or elsewhere on the Property, nor shall anything be done therein or thereon which shall constitute a nuisance or which shall in the judgment of the Board cause unrasonable noise or disturbance to others.

Each Unit Owner shall maintain his Unit in good condition and in good order and repair, at his own expense, and shall not do or allow anything to be done in his Unit which may increase the cost or cause the cancellation of innsurance on other Units or on the Common Elements. No Unit Owner shall display, hang, store or use any clothing, sheets, blankets, laundry, or other articles outside his Unit, or which may be visible from the outside of his Unit (other than draperies, curtains, or shades of a customary nature and appearance, subject to the rules and regulations of the Board), or paint or decorate or adorn the outside of his Unit, or install outside his Unit any canopy or awning, or outside radio or television antenna, or Citizens Band radio transmitters, or other equipment, fixtures or items of any kind, without the prior written permission of the Board or the written permission of the Managing Agent, acting in accord with the Board's discretion. The foregoing restrictions as to use and occupancy shall not be construed to prohibit a Unit Owner from placing and maintaining outdoor furniture and decorative foliage of a customary nature and appearance on a patio which is a Limited Common Element appurtenant to his Unit. No owner of a Unit shall display, hang, store or use any sign outside his Unit, in a hallway or elsewhere, or which may be visible from the outside of his Unit without the prior written permission of the Board of the written permission of the Managing Agent, acting in accord with the Board's discretion.

No structure of a temporary character, trailer, motor home, boat, tent, shack, garage, barn, or other out-buildings shall be permitted on the Condominium Property at any time, temporarily or permanently, except with the prior written consent of the Board; provided, however, that temporary structures may be erected for use in connection with the repair or rebuilding of the Apartment Buildings or any portion thereof.

Section 2. **Animals.** No animals shall be raised, bred, or kept in any Unit, except for dogs, cats and small birds owned as household pets by a Unit Owner, provided that said pet is not kept for any commercial purpose, and provided that said pet shall be kept in strict accordance with the administrative rules and regulations relating to household pets from time to time adopted or approved by the Board, and provided that said pet shall not in the judgment of the Board constitute a nuisance to others.

All dogs owned by Unit Owners and kept in a Unit shall be on leash while outside the Unit. All such dogs shall be exercised by the Owner at places on the Property which do not interfere with the use and enjoyment of the same by other Owners. An Owner shall be responsible for all damage to Common Areas caused by said Owner's dog.

Section 3. **Trash.** Trash, garbage and other waste shall be kept only in sanitary containers, and shall be disposed of in a clean and sanitary manner as prescribed from time to time in rules and regulations of the Board.

Section 4. **Use by Declarant.** During the period of sale by the Declarant of any Units, the Declarant, and his agents, employees, contractors and subcontractors, and their respective agents and employees, shall be entitled to access, ingress to and egress from said Buildings and Condominium as may be required for purposes of said sale of Units. While the Declarant owns any of the Units and until each unit sold by it is occupied by the purchasers, the Declarant and its employees may use and show one or more of such unsold or unoccupied Units as a model Unit or Units and may use one or more of such unsold or unoccupied Units as a sales office, and may maintain customary signs in connection therewith.

Section 5. **Storage.** Articles of personal property belonging to any Unit Owner, such as baby carriages, bicycles, wagons, toys, furniture, clothing and other articles, shall not be stored or kept in common areas. Storage of boats, trailers, campers, and motor homes on the Condominium Property shall not be permitted.

Section 6. **Wiring.** No Unit Owner shall overload the electrical wiring in his Building, or operate any machines, appliances, accessories or equipment in such manner as to cause, in the judgment of the Board, an unreasonable disturbance to others, or connect any machines, appliances, accessories or equipment to the heating or plumbing system, without the prior written consent of the Board or the prior written consent of the Managing Agent, given in accord with the Board's direction.

ARTICLE VI

Contractual Powers

No contract or other transaction between the Association and one or more of its directors or between the Association and any corporation, firm or association in which one or more of the directors of the Association are directors, or are financially interested, is void or voidable because such director or directors are present at the meeting of the Board or a committee thereof which authorizes or approves the contract or transaction or because his or their votes are counted, if the circumstances specified in either of the following subparagraphs exists:

(a) the fact of the common directorship or financial interest is disclosed or known to the Board or committee and noted in the minutes and the Board or committee authorizes, approves or ratifies the contract or transaction in good faith by a vote sufficient for the purpose without counting the vote or votes of such director or directors; or

(b) the contract or transaction is just and reasonable as to the corporation at the time it is authorized or approved.

Common or interested directors may be counted in determining the presence of a quorum at a meeting of the Board or a committee thereof which authorizes, approves or ratifies a contract or transaction.

ARTICLE VII

Amendments

These Bylaws may be amended or modified from time to time by action or approval of two-thirds (2/3) of the Unit Owners. Such amendments shall be recorded in the office of the Register of Deeds of Davidson County, Tennessee.

ARTICLE VIII

Indemnification

Section 1. **General.** The Association shall indemnify and hold harmless each of its directors and officers, each member of any committee appointed pursuant to the Bylaws of the Association, the Board and Declarant, 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 Declarant, on behalf of the Unit Owners, or arising out of their status as directors, Board, officers, committee members or Declarant, 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 Declarant may be involved by virtue of such persons being or having been such director, officer, Board, committee member, or Declarant; provided, however, that such indemnity shall not be operative with respect to (a) 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 Declarant, or (b) any matter settled or compromised, unless, in the opinion of independent counsel selected by or in a manner determined by the Board, 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 Declarant.

Section 2. **Success on Merits.** To the extent that the Declarant or a member of the Board of directors or an officer of the Association or a member of any committee appointed pursuant to the Bylaws of the Association has been successful on the merits or otherwise in defense of any action, suit or proceeding referred to in Section 1, or in defense of any claim, issue or matter therein, he shall be indemnified against expenses (including attorneys' fees) actually and reasonably incurred by it in connection therewith.

Section 3. **Advance Payment.** 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 Article VIII.

Section 4. **Miscellaneous.** The Association and the Board shall have the power and responsibility for raising, by special assessment or otherwise, any sums required to discharge its obligations under this Article, 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 committee, or Declarant, or out of the aforesaid indemnity in favor of the directors, Board, officers, members of such committees, or Declarant, 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, Declarant or by the Managing Agent on behalf of the Unit Owners shall provide that the directors, Board, officers, members of such committees, Declarant or the Managing Agent, as the case may be, are acting only as agents for the Unit Owners 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 Article VIII 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 indemnification shall continue as to a person or entity who has ceased to be the Declarant or a member of the Board of Directors, officer of the Association or a member of such committee, and shall inure to the benefit of the heirs, executors, administrators, successors and assigns of such person or entity.

ARTICLE IX

Mortgages

Section 1. **Notice to Board.** A Unit Owner who mortgages his Unit shall notify the Board of the name and address of his mortgagee and shall file a copy of the note and deed of trust or mortgage with the Board as provided in the Master Deed; the Board shall maintain such information in a book entitled "Mortgages of Units."

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

Section 3. **Notice of Default.** The Board, when giving notice to a Unit 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 Unit whose name and address has theretofore been furnished to the Board.

Section 4. **Examination of Books.** Each Unit Owner and mortgagee, and any holder, insurer, or guarantor of any first mortgagee or deed of trust, shall be permitted to examine the books and records of the Association, current copies of the Master Deed and Bylaws, and rules and regulations of the Condominium during normal business hours and upon request.

Section 5. **Interest of Valid First Mortgagee.** The interest of a valid first mortgagee shall be superior to the interest of the Association in the event of a default, and nothing in this instrument shall be construed to the contrary. If the first mortgagee has incorporated the terms of these Bylaws, the Master Deed and the contract in its deed of trust, then said first mortgagee may at its option declare a default in its deed of trust by reason of any default hereunder, and may proceed to enforce its rights according to the terms of the deed of trust notwithstanding any enforcement instituted by the Board.

ARTICLE X

Definition of Terms

The terms used in these Bylaws, to the extent they are defined herein, shall have the same definition as set forth in the Master Deed for Magnolia Square Condominium, which Master Deed is recorded in the office of the Register of Deeds of Davidson County, Tennessee.

The term "member," as used in these Bylaws, means "Unit Owner" as defined in the Master Deed.

ARTICLE XI

Conflicts

These Bylaws are set forth to comply with the requirements of Tennessee Code Annotated § 66-27-101, et seq., as it may be amended from time to time, and to allow the

Bylaws to control in specific situations where such law allows. In case any of the Bylaws 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.

The undersigned hereby certifies that the foregoing Bylaws were duly adopted as the Bylaws of the Magnolia Square Condominium Association.

Dated this 8th day of Oct., 1985.

Charles H. Turner

Charles H. Turner

Incorporator of Magnolia Square Condominium Association

EXHIBIT D

State of Tennessee



Department of State

Certificate

The undersigned, as Secretary of State of the State of Tennessee, hereby certifies that the attached document was received for filing on behalf of

MAGNOLIA SQUARE CONDOMINIUM ASSOCIATION,

was duly executed in accordance with the Tennessee General Corporation Act, was found to conform to law and was filed by the undersigned, as Secretary of State, on the date noted on the document.

Therefore, the undersigned, as Secretary of State, and by virtue of the authority vested in him by law, hereby issues this certificate and attaches hereto the document which was duly filed on October 9th, 19 85.



Gentry Crowell

Secretary of State

by Mona Hatcher

SS-4404

FILED
SECRETARY OF STATE
1985 OCT -9 AM 8:59

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CHARTER

OF

MAGNOLIA SQUARE CONDOMINIUM ASSOCIATION

The undersigned natural person, having capacity to contract and acting as the incorporator of a corporation under the Tennessee General Corporation Act, adopts the following Charter for such corporation.

1. The name of the corporation is **MAGNOLIA SQUARE CONDOMINIUM ASSOCIATION.**

2. The duration of the corporation is perpetual.

3. The address of the principal office of the corporation is c/o Charles H. Turner, 4730 Lebanon Road, Nashville, Davidson County, Tennessee 37214.

4. The corporation is not for profit.

5. The purposes for which this corporation is organized are: to provide a condominium owners' association to operate and administer, pursuant to the Tennessee Horizontal Property Act, Magnolia Square Condominium, Nashville, Tennessee, and generally to engage in any other lawful endeavor or activity whether or not the same be related to any of the foregoing purposes.

6. The members of the corporation shall be the owners of condominium units of Magnolia Square Condominium. Upon the conveyance or transfer of the ownership interest in a unit of the condominium, the new owner or owners shall succeed to the former unit owner's or owners' membership, and the membership of the former unit owner or owners shall terminate.

Dated: 10/8, 1985.

Charles H. Turner

CHARLES H. TURNER, INCORPORATOR