This instrument prepared by:
O'HARE, SHERRARD & ROE
500 Church Street, Fourth Floor
Nashville, Tennessee 37219

MASTER DEED

2201 MEDICAL PLAZA

HCA Realty, Inc., a Tennnessee corporation (hereinafter referred to as the "Developer") pursuant to the provisions of the Tennessee Horizontal Property Act, Tennessee Code Annotated, 66-27-101 to 123 (hereinafter referred to as the "Act") for the purpose of submitting the hereinafter described estate in a tract or parcel of land and the improvements presently located or to be constructed thereon to a horizontal property regime, does hereby declare as follows:

W I T N E S S E T H:

WHEREAS, Developer is the owner of a leasehold estate in and to a certain tract or parcel of land in the City of Nashville, Davidson County, Tennessee, which is more particularly described in Exhibit "A" attached hereto and incorporated herein by this reference (hereinafter referred to as the "Property"), the same having been leased to Developer by HCA Properties, Inc. by Ground Lease Agreement (hereinafter referred to as the "Ground Lease") of record in Book 7604, page 427 of the Register's Office for Davidson County, Tennessee (hereinafter referred to as "RODC"), and the improvements presently located or to be constructed thereon consisting of an office building complex composed of a four-story medical office building containing 76,534 net usable square feet together with the adjacent sidewalks, driveways, walkway and the rights to use certain sidewalks, driveways and parking areas in the vicinity of the Property in accordance with the terms of the Declaration of Reciprocal Easements and Restrictive Covenants of record in Book 7604, page 414, RODC (hereinafter referred to as the "Easements"), as more particularly shown and described on a Plat of the Property and Improvements attached hereto as Exhibit "C"; and

WHEREAS, Developer desires, by recording this Master Deed, to establish a horizontal property regime under the provisions of the Act to be known as 2201 Medical Plaza;

NOW, THEREFORE, Developer does hereby submit the Property, Improvements and Easements to this Master Deed and does hereby establish the 2201 Medical Plaza as a horizontal property regime under the Act. The Property, Improvements and Easements shall hereafter be subject to the provisions of the Act, this Master Deed, the Condominium Bylaws and the Charter and Corporate Bylaws of 2201 Medical Plaza Association as hereinafter described.

Developer further declares as follows:

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ARTICLE 2: DEFINITIONS

2.01. "Act" means the Tennessee Horizontal Property Act, Tennessee Code Annotated, 66-27-101 to 123.

2.02. "Association" means the non-profit corporation 2201 Medical Plaza Association to be organized pursuant to the Tennessee General Corporation Act of which all Coowners shall be members, and which shall operate and manage the Condominium Project.

2.03. "Condominium" means the separate ownership of a Unit, with the interest in the General Common Elements appurtenant to such Unit as hereinafter defined.

2.04. "Condominium Bylaws" shall mean the bylaws attached hereto as Exhibit "B" or any duly enacted amendment thereto.

2.05. "Condominium Project" means 2201 Medical Plaza as a Condominium established in accordance with the Act.

2.06. "Coowner" means a person, firm, corporation, partnership, association, trust or other legal entity, or combination thereof who owns one or more Units in the Condominium Project.

2.07. "Corporate Bylaws" shall mean the corporate bylaws of the Association.

2.08. "Council of Coowners" means all of the Coowners, which shall be organized and function in all respects through the Association of which all Coowners shall be members.

2.09. "Declaration" means the Declaration of Reciprocal Easements and Restrictive Covenants of record in Book 7604, page 414, RODC, which affects the Property and certain adjacent property.

2.10. "Developer" means HCA Realty, Inc., its successors and assigns.

2.11. "Directors" means the Board of Directors of the Association.

2.12. "Easements" means the right to use certain sidewalks, driveways, and parking areas adjacent to the Property, the right to ingress and egress to and from Murphy Avenue, the right to construct and maintain certain underground facilities pursuant to the terms of the Declaration.

2.13. "General Common Elements" means the General Common Elements as defined in the Act and all other portions of the Property, Improvements and Easements described in Article 5 hereof.

2.14. "Ground Lease" shall mean the Ground Lease Agreement between General Care Corp. and the Developer of record in Book 7604, page 427, RODC, which provides for the lease of the Property for a term of fifty (50) years.

2.15. "Hospital" means the West Side Hospital lying adjacent to the Condominium Project.

2.16. "Hospital Operator" means the operator of the Hospital, whether the owner or lessee thereof as described in the Declaration.

2.17. "Improvements" means a four-story medical office building containing 76,534 net square feet, the sidewalks, driveways, parking areas and covered entrance lane adjacent thereto.

2.18. "Limited Common Elements" means the Limited Common Elements as defined in the Act and as described in Section 4 hereof.

2.19. "Plat" means the plat drawing and description of the Property and Improvements attached hereto as Exhibit "C".

2.20. "Property" means the leasehold estate created by the Ground Lease Agreement between General Care Corp., and the Developer, of record in Book 7604, page 427, RODC, in regard to that certain tract or parcel of land described in Exhibit "A" attached hereto.

2.21. "Unit" means an air space on a single floor of the Building as described in the Plat and in Article 3 hereof, and is the equivalent of Apartment as defined in the Act.

2.22. "Utilities" means the provision of water to Units by the Association.

ARTICLE 3: UNITS

Each Unit shall be comprised of a room or rooms located on a single floor of the Building as described on the Plat with access to a common walkway. The boundaries of each Unit shall be as follows:

(a) The lower boundary of each Unit shall be a horizontal plane or planes, the elevation of which coincides with the elevation of the upper surface of the concrete slab (in the case of Units located on the first floor of the Building) or the upper surface of the concrete or decking (in the case of Units located on the second and third floors of the Building) extended to intersect with the vertical or perimetric boundaries thereof, including all finished floor material. The upper boundary of each Unit shall be a plane or planes, the elevation of which coincides with the upper surface of the finished ceiling of each Unit. No Unit shall include any element of the roof or roof support space of the Building. The vertical or perimetric boundaries of any Unit, in the case of perimetric boundaries coinciding with an exterior wall of the Building, shall be vertical planes which coincide with the centerline of exterior glazing or the interior face of the studs of any exterior wall whenever the percentage of glazing is less than fifty percent 50%. In the case of perimetric boundaries coinciding with a corridor, such perimetric boundaries extend to the centerline of such corridor walls. Any perimetric boundaries of Units not coinciding with the exterior walls of the Building or a corridor shall consist of vertical planes at the locations designated on the Plat. Upon construction of a party wall between two Units, the boundary between such Units shall be deemed to be the plane that coincides with the centerline of such party wall.

(b) All doors and windows in such walls, and all lath, wallboard, plasterboard, plaster, paneling, tiles, wallpaper, paint and other materials constituting any part of the finished surface thereof, shall be a part of the Unit.

(c) All plumbing to its connection with the main service line and electrical wiring to its connection with the individual meter serving a Unit, shall constitute a part of such Unit.

(d) The Plat shows the location and dimensions of the Property, and the location and dimensions of the Improvements constituting the Condominium Project.

(e) The Plat delineates every structure which contains or constitutes all or part of any Unit or Units located within the Condominium Project. The Plat also shows the horizontal and vertical boundaries and the identifying numbers of the Units thus depicted, the usable square feet within such Units, and the Limited Common Elements described in Article 6 hereof.

ARTICLE 4: IMPROVEMENTS

The Improvements as described in the recitals of this Master Deed consist of the office space, as set forth on the Plat showing the number and location of each Unit, its square footage, and the floor of the building on which it is located, the sidewalks and covered entrance lane, parking lots and driveways adjacent thereto.

ARTICLE 5: GENERAL COMMON ELEMENTS

The General Common Elements include the following:

(a) The leasehold estate in and to the Property.

(b) The foundations, bearing walls and columns (including any windows and doors therein), roofs, halls, lobbies, stairways, entrances, exits and communication ways which are part of the Improvements.

(c) The rooms and facilities, if any, used by janitors or other persons in charge of maintenance, cleaning and repair of the Condominium Project.

(d) The compartments or installations of central services such as electricity, gas, hot and cold water, refrigeration, central heating and air conditioning, water tanks and pumps, conduits for telephone lines, plumbing and similar installations installed for the common use of Coowners.

(e) The elevators and elevator shafts.

(f) The Easements.

(g) All other devices or installations existing for the common use of the Coowners and all other elements of the Improvements desirable or rationally of common use or necessary to the existence, upkeep and safety of the Condominium Project.

ARTICLE 6: LIMITED COMMON ELEMENTS

The Limited Common Elements include the heating and air conditioning components designed for the use of an individual Unit together with all necessary ducting, piping, wiring, controls, thermostats and similar installations usable in connection therewith. Exclusive use of the Limited Common Elements is limited to the Unit to which such Limited Common Elements are deemed to be appurtenant.

ARTICLE 7: PERCENTAGE INTERESTS

The percentage interest in the ownership of the General and Limited Common Elements appurtenant to each Unit is as follows:

Unit No.	Percentage of Ownership
101	2.89%
102	2.49%
103	2.37%
104	2.67%
105	6.17%
107	0.96%
114	0.58%
115	10.25%
115A	2.11%
119	0.90%
201	9.15%
202	1.96%
204	2.98%
205	3.18%
207	2.92%
209	2.00%
210	2.62%
212	1.97%
215	4.00%
216	2.62%
301	2.09%
302	4.73%
302A	0.91%
306	2.41%
307	1.89%
308	3.23%
310	2.39%
401	2.85%
403	2.15%
409	9.95%
410	2.61%
	100.00%

The percentage of ownership set forth above shall determine the proportionate share of each Coowner in the expenses of the administration of the Condominium Project and the vote such Coowner shall have at meetings of the Association, except as otherwise provided in the Act or in the Condominium Bylaws.

ARTICLE 8: COVENANTS OF COOWNERS

Each Coowner, by accepting ownership of a Unit, agrees on behalf of himself, his successors, heirs, personal representatives and assigns, to the following:

8.01. Easement. There shall be such permanent easements through and over each of the Units as may be reasonably necessary for the installation, maintenance, replacements and repair of the General and Limited Common Elements and the other Units.

8.02. Use and Occupancy. For a period beginning on the date hereof and continuing for the greater of (i) fifty (50) years thereafter, or (ii) the term of the Ground Lease, as extended, but in no event for a longer period than the Hospital shall be owned and operated as an acute care hospital by the Hospital Operator, Office Suites shall be used and occupied only as professional office space by physicians who are members in good standing of the medical staff of the Hospital, and the employees of such physicians, excluding independent laboratory, medical imaging, or physical therapy services (other than commercial laboratory, medical imaging, or physical therapy services to be operated by the Hospital) and excluding commercial out-patient surgery and birthing facilities, unless otherwise approved in writing by the Hospital Operator. For purposes of this subparagraph (b), independent laboratory, physical therapy, or medical imaging facilities are defined as including, but not limited to, any such facilities that are owned or operated by an occupant of the Units in which any of such procedures or services are performed or rendered for or on behalf of any other occupant of the Units or any third party other than as a part of a prescribed course of medical treatment involving the regular patients of such occupant.

8.03. Other Restrictions. In addition to the restrictions set forth in Section 8.02, the use of all Units shall also be subject to the Condominium Bylaws, such Rules and Regulations as may be adopted by the Association, the terms of the Delaration, the Ground Lease and applicable law.

8.04. Encroachments. In the event any portion of a Unit or a General and Limited Common Element changes boundaries and thereby encroaches upon another Unit or a General or Limited Common Element due to the shifting, settling or moving of the Improvements, such changed boundaries shall be deemed to constitute the boundaries of the Unit and the General and Limited Common Element so affected.

8.05. Administration. The administration of the Condominium Project shall be in accordance with the provisions of this Master Deed, the Declaration, the Ground Lease, the Condominium and Corporate Bylaws, and the Rules and Regulations promulgated pursuant thereto. Each Coowner, tenant or occupant of a Unit shall comply with such Master Deed, the Declaration, the Ground Lease, Condominium Bylaws and Corporate Bylaws as amended from time to time, and the Rules and Regulations promulgated pursuant thereto.

8.06. Utilities. All Coowners shall purchase Utilities through the Association, and the cost thereof shall be paid by the Coowners as part of the assessments payable in accordance with the Condominium Bylaws, which cost shall not exceed the charge made by public utility companies for similar services. The Coowners shall not contract directly for Utilities with any of the utility companies. In the event that any assessments applicable to a Unit remain unpaid for a period of thirty (30) days after notice to the affected Coowner and the mortgagee of such Unit,

the Association may terminate the provision of Utilities to such Unit until such assessments are paid or the Association receives adequate security for payment.

8.07. Utility Easements. The Developer prior to the first annual meeting of members and thereafter the Association shall have the right to grant easements in the General Common Elements to utility companies, governmental authorities, or adjoining property owners for the purpose of securing the provision of utilities and rights of parking or ingress and egress to the Condominium Project or to dedicate a portion of the General and Limited Common Elements or any interest therein to an appropriate governmental authority in furtherance of the foregoing purposes.

8.08. Partition. No Coowner nor any other person shall bring any action for partition or division of the Condominium Project or any portion thereof, and every person acquiring any interest in the Condominium Project shall acquire the same subject to this Master Deed and shall be deemed to have waived any right to seek any partition until the Property and Improvements have been removed from the provisions of the Act as provided therein.

8.09. Enforcement of Covenants. The covenants contained herein shall be deemed covenants running with the land. The Association or any Coowner shall have the right to prosecute any proceedings at law or in equity against any person or persons violating any of the covenants contained herein and to obtain relief by way of injunction, money damages, or both. No delay or omission on the part of the Association or a Coowner in exercising any right, power or remedy herein provided in the event of any breach of the foregoing covenants shall be construed as a waiver thereof or acquiescence therein. In the event any provision of the foregoing covenants shall be held invalid by judgment or court order, it shall not be deemed to affect any of the other covenants contained herein, which shall continue and remain in full force and effect. In the event that any of the foregoing covenants shall be declared void by a court of competent jurisdiction by reason of the period of time herein stated for which the same shall be effective, then the term of such covenant shall be reduced to the maximum period of time allowed by the laws of the State of Tennessee. Should the Association or an aggrieved Coowner employ counsel to enforce any of the foregoing covenants, the Association or such Coowner, as the case may be, shall be entitled to recover from the breaching Coowner the attorney's fees and expenses incurred in such action, provided the Association or such Coowner ultimately prevails in such action.

ARTICLE 9: ASSESSMENTS

9.01. Association Assessments. The Association shall be assessed as the person or entity in possession of any tangible personal property of the Condominium Project owned or possessed in common by the Coowners, and personal property taxes based thereon shall be treated as Association Expenses.

9.02. Annual and Special Assessments.

(a) The Directors shall establish an annual budget in advance for each fiscal year of the Association of all Association Expenses for the forthcoming year which may be required for the proper operation, management and maintenance of the Condominium Project, including a reasonable allowance for contingencies and reserves. The assessment of each owner for a pro rata share of the Association Expenses for such year shall be established by the adoption of such annual budget by the Directors. Copies of such budget shall be delivered to each Coowner, although the delivery of a copy of the budget to each Coowner shall not affect the liability of any Coowner for

any existing or future assessments. Should the Directors at any time determine, in their sole discretion, that the assessments levied are insufficient to pay such expenses in any fiscal year, the Directors may at any time and from time to time levy such additional assessments as they shall deem necessary for such purpose.

(b) Special assessments, other than those described in subsections (a) and (c) of this Section 9.02 shall be made for the purpose of reimbursing the Association for any Coowner Expenses paid or incurred by the Association.

(c) Special assessments, other than those described in subsections (a) and (b) of this Section 9.02, may be made by the Directors at any time and from time to time to meet other requirements of the Association and the Condominium Project including, but not limited to, capital improvements or the purchase or lease of a Unit pursuant to Section 6.09 of the Condominium Bylaws; provided, however, that any such special assessment shall not be levied without the prior approval of at least seventy-five (75%) of the percentage of ownership of all of the Coowners.

9.03. Allocation and Payment of Assessments. All assessments levied against the Coowners to cover Association Expenses shall be apportioned among and paid by the Coowners in accordance with the percentage of ownership allocated to each Unit in the Master Deed. Assessments levied against a Coowner to cover Coowner Expenses shall be due and payable upon notice by the Association to the affected Coowner. The payment of an assessment shall be in default if such assessment, or any part thereof, is not paid to the Association in full on the due date for such payment, and shall bear interest at the rate of eighteen percent (18%) per annum or the maximum rate allowable by law, whichever is less, commencing from and after such assessment is thirty (30) days past due until paid in full. Each Coowner (whether one or more persons and including all of the shareholders of any professional corporation) shall be and remain personally liable for the payment of all assessments which may be levied against such Coowner by the Association in accordance with these Condominium Bylaws, and any unpaid assessments with accrued interest thereon owed with respect to a Unit may be collected out of the sales proceeds of such Unit in accordance with the Master Deed and Section 66-27-116 of the Act.

9.04. Ground Rent, Taxes and Insurance Premiums. Each Coowner shall pay to the Association, together with and as part of his assessment, his pro rata portion of the rental under the Ground Lease, ad valorem taxes and all other taxes and other public charges on the Condominium Project, and the premiums on all insurance policies carried by the Association for repayment to the persons entitled thereto.

9.05. Collection of Assessments. The Association may, in addition to its rights under the Master Deed or Section 66-27-116 of the Act, enforce collection of delinquent assessments by suit at law for a money judgment, and the expenses incurred in collecting unpaid assessments including interest, costs and attorneys' fees, shall be chargeable to the Coowner in default. Assessments in default together with interest thereon and all costs of collection shall constitute a lien upon the Unit of the defaulting Coowner, and such lien may be enforced by judicial foreclosure in bar of all equity of redemption, homestead, dower, or any other statutory right or exemption, all of which are expressly waived. Such lien shall be subordinate to the lien of any deed of trust or mortgage on the Unit recorded prior to the due date of such Assessment. The Association may also discontinue the furnishing of Utilities or other services to a Coowner in default of his obligations to the Association or other Coowners as set forth herein upon thirty (30) days' written notice to such Coowner and to any mortgagee of such Coowner's Unit of its intent to do so. A Coowner in default of his obligations to the Association or other Coowners as set forth herein

shall not be entitled to vote at any meeting of the Association so long as such default is in existence.

9.06. No Exemptions. No Coowner may exempt himself from liability for his contribution toward the expenses of the Association and the Condominium Project by waiver of the use or enjoyment of any of the General Common Elements or by the abandonment or sale of his Unit.

9.07. Status Certification. Upon written request by any prospective mortgagee or purchaser of a Unit, the Association shall certify to such person whether any assessments have been made as to such Unit that remain unpaid in the amount thereof. If such information is relied upon by a prospective mortgage or purchaser to its detriment, it shall be combining upon the Association even though such information may later be discovered to have been inaccurate.

ARTICLE 10: AMENDMENTS

Any amendments to this Master Deed and the Plat shall be adopted upon the affirmative vote or written consent of Unit Owners possessing seventy-five percent (75%) of the total percentage of ownership in the Condominium Project, except for the amendments set forth below:

(a) Prior to the first annual meeting of members of the Association, the Developer may amend this Master Deed and the Plat in order to correct survey or other errors made therein.

(b) The Developer and any affected mortgagee may amend this Master Deed and the Plat for the purpose of changing the percentages of ownership allocated to and the dimensions of any Units owned by the Developer prior to the first conveyance of any such Units to a person other than the Developer.

(c) Prior to the first annual meeting of the Association, the Developer, and thereafter the Secretary of the Association, may execute any amendments necessary to reflect the taking of all or any portion of a Unit by eminent domain.

(d) Amendments to this Master Deed and the Plat to change the percentages of ownership allocated to and the dimensions of any Units owned by adjacent Coowners may be adopted upon being duly executed by such Coowners and any mortgagee having an interest in such Units, provided such amendment does not change either the aggregate percentage of ownership or the aggregate dimensions of such Units and is approved by the Directors of the Association subject to such requirements as they may impose as a condition of such approval, including, but not limited to, minimum Unit size requirements, architectural and engineering plans, maintenance of liability insurance during construction, performance and payment bonds, or otherwise, the expense of which shall be borne by the affected Coowners.

(e) Amendments other than those listed in subparagraphs (a)-(d) shall not unfairly discriminate against any non-consenting Coowner or mortagee or modify the interest of such non-consenting Coowner or mortgagee in respect of the percentage or ownership allocated to a Unit, the boundaries of such Unit, the Limited Common Elements appurtenant to such Unit, or the requirements for amendments to this Master Deed.

(f) No amendment shall reduce the rights of the Hospital Operator under subparagraph (b) of Section 8.02 or 8.03 hereof, without the prior written approval of such Hospital Operator.

(g) No amendment shall reduce the rights of mortgagees hereunder without the prior written approval of mortgagees of Units to which seventy-five percent (75%) of the percentage ownership in the Condominium Project is attributed.

The foregoing amendments shall be deemed effective when duly executed by the Developer or certified by the Secretary of the Association, as the case may be, and recorded by appropriate instrument in the Register's Office of Davidson County, Tennessee.

IN WITNESS WHEREOF, the Developer has caused the foregoing Master Deed to be executed by its duly authorized officers on this 15th day of July, 1988.

HCA REALTY, INC.

By: David J. Malone, Jr.
Vice President

STATE OF TENNESSEE)
)
COUNTY OF DAVIDSON)

Before me, Janet D. Rogers, a Notary Public in and for the County and State aforesaid, personally appeared David J. Malone, Jr. with whom I am personally acquainted (or who proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself to be the Vice President of HCA Realty, Inc., the within named bargainor, a corporation, and that he as such Vice President, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as Vice President.

Witness my hand and seal, at office in Nashville, Tennessee, this 15th day of July, 1988.

Janet D. Rogers
Notary Public

My Commission Expires:
June 7, 1991

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PROPERTY DESCRIPTION

PARCEL II

A tract of Land in the First Civil District, Nashville, Davidson County, Tennessee being Lots 40, 41, 42, 43, 44, 45 and 46 on the plan of Murphy Land Company, Block 5, of Division "B" as of record in Plat Book 161, page 126, Register's Office of Davidson County and more particularly described as follows:

Beginning at an existing iron pin at the intersection of the southeasterly right-of-way of Murphy Avenue and the southwesterly right-of-way of 22nd Avenue North;

Thence, along the southwesterly right-of-way of 22nd Avenue North South 32 degrees 29 minutes 26 seconds East, 356.00 feet to an iron pin at the intersection of the aforesaid right-of-way and the northwesterly right-of-way of Patterson Avenue;

Thence, along said right-of-way of Patterson Avenue, South 57 degrees 34 minutes 58 seconds West, 250.18 feet to an iron pin;

Thence, North 32 degrees 29 minutes 26 seconds West, 356.00 feet to an iron pin, said pin being in the southeasterly right-of-way of Murphy Avenue;

Thence, along the southeasterly right-of-way of Murphy Avenue, North 57 degrees 34 minutes 58 seconds East, 250.18 feet to the Point of Beginning and containing 89,064 square feet or 2.04 acres.

Being the same property conveyed to HCA Properties evidenced in Deed Book 6441, page 785.

EXHIBIT "B"

CONDOMINIUM BYLAWS

OF

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2201 MEDICAL PLAZA

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ARTICLE 1: DEFINITIONS

The words defined in the Tennessee Horizontal Property Act, as amended, Tennessee Code Annotated, 66-27-101 to 123 (hereinafter referred to as the "Act"), and the Master Deed for 2201 Medical Plaza shall have the same meaning in these Condominium Bylaws.

ARTICLE 2: ASSOCIATION

2.01. Administration. 2201 Medical Plaza, a Condominium Project, located in Davidson County, Tennessee shall be administered by a Council of Coowners as defined in the Act, which shall be organized as a Tennessee non-profit corporation under the name of "2201 Medical Plaza Association" (hereinafter referred to as the "Association"). The Association shall be responsible for the management, maintenance, operation and administration of the Condominium Project and the General and Limited Common Elements in accordance with the Act, the Master Deed, the Declaration, the Ground Lease, these Condominium Bylaws, the Charter, Corporate Bylaws and duly adopted Rules and Regulations of the Association. Coowners and all persons using, entering upon or acquiring any interest in any Units or the General and Common Elements shall be subject to the provisions of such documents.

2.02. Independent Management. The Association may provide for independent management of the Condominium Project.

2.03. Membership; Voting. Membership in the Association and voting by members of the Association shall be in accordance with the following provisions:

(a) Each Coowner shall be a member of the Association, and no other person or entity shall be entitled to membership. No Coowner shall be required to pay any consideration whatsoever solely for his membership in the Association.

(b) The share of a Coowner in the assets of the Association cannot be assigned, pledged or transferred in any manner except as an appurtenance to his Unit.

(c) Except as otherwise required by the Act or the Condominium Bylaws, each Coowner shall be entitled to a vote, the value of which shall equal the total of the percentage of ownership allocated to the Units owned by such Coowner as set forth in the Master Deed.

(d) No Coowner, other than the Developer, shall be entitled to vote at any meeting of the Association until he has presented evidence of ownership of a Unit in the Condominium Project to the Association. The vote of each Coowner may only be cast by such Coowner or by a proxy given by such Coowner to his duly authorized representative. If title to a Unit shall be in the name of two or more persons as Coowners (hereinafter referred to as the "Joint Coowners"), any one of such Joint Coowners may vote as to the Coowner of the Unit at any meeting of the Association, and such vote shall be binding on such other Joint Coowners who are not present at such meeting until written notice to the contrary has been received by the Association, in which case the unanimous action of all such Joint Coowners (in person or by proxy) shall be required to cast their vote as Coowner. If two or more of such Joint Coowners are present at any meeting of the Association then unanimous action shall also be required to cast their vote as Coowner.

(e) There shall be an annual meeting of the members of the Association, and other meetings may be provided for in the Corporate Bylaws of the Association (hereinafter referred to as the "Corporate Bylaws"). Notice of the time, place and subject matter of all meetings, as provided in the Corporate Bylaws shall be given to each Coowner by mailing the same to such owner or to the individual representative designated by such Coowner at the address given by such owner to the Association. If any Coowner shall fail to give an address to the Association for the mailing of notices, all notices shall be sent to the Unit of such Coowner, and such Coowner shall be deemed to have been given notice of any such meeting irrespective of actual receipt thereof.

(f) Except as otherwise provided in the Act, the Master Deed, or these Condominium Bylaws, the presence in person or by proxy of more than forty percent (40%) of the percentage of ownership of the Coowners qualified to vote shall constitute a quorum for holding any meeting of the members of the Association. If, however, such quorum shall not be present or represented at any meeting of the Coowners, the Coowners present, in person or by proxy, shall have the power to adjourn the meeting from time to time, without notice other than announcement at the meeting until a quorum shall be present or represented. At such adjourned meeting at which a quorum shall be present or represented by proxy any business may be transacted at the meeting as originally notified.

(g) At any meeting of the members of the Association, votes may be cast in person or by proxy. Proxies must be filed with the Secretary of the Association at or before the appointed time of each meeting of the members of the Association.

(h) When a quorum is present at any meeting of the Association, the vote of more than fifty percent (50%) of the percentage of ownership of those Coowners qualified to vote who are present, in person or by proxy, at such meeting shall decide any question brought before such meeting, unless the question is one upon which a different vote is required by express provision of the Act, the Master Deed, or these Condominium Bylaws, in which case such express provision shall govern. The Coowners present in person or by proxy at a duly organized meeting may continue to transact business until adjournment notwithstanding the withdrawal of enough Coowners to leave less than a quorum.

(i) At all meetings of the Coowners, cumulative voting shall not be permitted.

2.04. Books of Account. The Association shall keep detailed books of account showing all expenditures and receipts, in chronological order, of the administration of the Condominium Project which shall specify the expenses of maintenance and repair of the General Common Elements and any other expenses incurred by or on behalf of the Association and the Coowners. Such books and the vouchers accrediting the entries shall be open for inspection by the Coowners and any mortgagee of any Unit during reasonable working hours on weekdays and may be audited annually by qualified auditors if required by law or recommended by the Board of Directors or by twenty-five percent (25%) of the Coowners. The cost of such audit shall be an expense of administration of the Condominium Project.

2.05. Association Expenses and Receipts. All expenses paid and incurred by the Association and all money and other property received by the Association shall be so paid, incurred and received by the Association on behalf of the Coowners (hereinafter referred to as "Association Expenses" and "Association Receipts"). Association Expenses shall include but not be limited to, the cost or purchase of utilities for the entire Condominium Project, Common Elements, and the cost incurred in the satisfaction of any liability arising in connection with the maintenance, operation or use of the Condominium Project, including any cost incurred pursuant to a service contract covering the Limited Common Elements that is by its nature not susceptible of allocation to a specific portion of the Limited Common Elements.

2.06. Coowner Expenses. All expenses paid and incurred by the Association attributable to a Coowner that are not considered Association Expenses within the meaning of Section 2.05 shall be deemed an expense of the Coowner to whom such expenses are attributable (hereinafter referred to as "Coowner Expenses").

2.07. Qualification of Board Members. Each director of the Association and any replacement directors selected by the Developer prior to the first meeting of the Association, must be a member of the Association, an officer or director of a corporate member, or an employee of the Developer or its corporate parent.

2.08. First Meeting of Members. The first meeting of the members of the Association shall be held within ninety (90) days after the Developer's conveyance by deed to Coowners other than the Developer of Units to which two-thirds (2/3) of the percentage ownership in the Condominium Project is allocated pursuant to the Master Deed. Until the first meeting of members, the affairs of the Association shall be managed by a Board of Directors, the members of which are appointed by the Vice President of the Developer.

ARTICLE 3: ENFORCEMENT ACTIONS

The Association or any Coowner shall have the right to prosecute any proceedings at law or in equity against any person or persons violating any of the provisions of these Condominium Bylaws and to obtain relief by way of injunction, money damages, or both. In the event that any provision of these Condominium Bylaws shall be held invalid by judgment or court order, it shall not be deemed to affect any of the other provisions herein, which shall continue and remain in full force and effect. In the event that any provision hereof shall be declared void by a court of competent jurisdiction by reason of the period of time for which the same shall be effective, then the term of such provisions shall be reduced by the maximum period of time allowed by the laws of the State of Tennessee.

ARTICLE 4: INSURANCE

The Association shall carry a master policy of fire and extended coverage, vandalism and malicious mischief and liability insurance, workmen's compensation insurance and such other insurance as the Directors may determine (hereinafter referred to as the "Master Policy"), with respect to the Condominium Project and the Association's administration thereof in accordance with the following provisions:

(a) The Master Policy shall be purchased by the Association for the benefit of the Association, the Lessor under the Ground Lease, the Coowners and their mortgagees as their interests may appear (subject to these Condominium Bylaws, the Master Deed, the Ground Lease and the Act), and provision shall be made for the issuance of appropriate mortgage endorsements to the mortgagees of the Coowners. The Coowners shall obtain insurance coverage at their own expense upon their personal property and, in addition, shall obtain comprehensive personal liability insurance covering liability for damage to person or property of others located within such Coowner's Unit or in another Unit or upon the General and Limited Common Elements resulting from the negligence of the insured Coowner in such amounts as shall from time to time be determined by the Directors, but in no case less than $1,000,000 in respect of personal injury to or death of any one person in any one occurrence, $2,000,000 for personal injury to or death of more than one person in any one occurrence and $500,000 for property damages for each occurrence. The foregoing dollar coverage limits shall be adjusted on each five year anniversary of the date hereof, to become such sum of money as is then equivalent to the present purchasing power of such dollar limits during the year immediately preceding each such adjustment. The purchasing power shall be measured by the mean average of the index numbers of the "Consumer Price Index -All Urban Consumers, (1967 = 100)" as prepared by the Bureau of Labor Statistics of the United States Department of Labor (hereinafter referred to as the "CPI-U") for the months of June, July and August immediately preceding each date of adjustment. In the event the CPI-U is discontinued, the parties shall accept comparable statistics on the purchasing power of the consumer's dollar as published at the time of such discontinuation by a responsible periodical of recognized authorities to be chosen by the parties. Notwithstanding the foregoing, it is understood that the dollar coverage limits shall never be less than those specified in this subparagraph. All property and liability insurance carried by a Coowner or the Association shall contain waivers of subrogation and waivers of any defense based upon co-insurance or invalidity arising from any acts of the insured, and shall provide that such policies may not be cancelled or substantially modified without thirty (30) days' prior written notice thereof to each of the insureds, including all mortgagees of Units.

(b) Improvements, personal property and other General and Limited Common Elements of the Condominium Project shall be insured against fire and other perils covered by a standard extended coverage endorsements, in an amount equal to the full replacement cost thereof, on not less than an eighty per cent (80%) coinsurance basis, with waiver of depreciation and waiver of subrogation endorsements. The Association shall use its best efforts to cause the liability insurance carried by the Association to contain appropriate provisions to cover liability of each of the Coowners, individually and as a group, to another Coowner.

(c) All premiums upon insurance purchased by the Association pursuant to these Condominium Bylaws shall be included in the Association's budget in accordance with Section 3.02(a) hereof, except that the amount of increase of such premiums

occasioned by the misuse or abandonment of a Unit or the General and Limited Common Elements by a Coowner shall be assessed against such Coowner.

(d) Proceeds of all insurance policies owned by the Association shall be received by the Association as Association Receipts, held in a separate account and distributed to the Lessor under the Ground Lease, Coowners and their mortgagees (subject to the provisions of these Condominium Bylaws, the Master Deed, the Ground Lease, and the Act) as their interests may appear; provided, however, whenever repair or reconstruction of the Condominium Project shall be required as provided in Article 5 of these Condominium Bylaws, the proceeds of any insurance received by the Association as a result of any loss requiring repair or reconstruction under the Master Deed and these Condominium Bylaws shall be applied to such repair or reconstruction.

(e) Each Coowner, by ownership of a Unit, shall be deemed to appoint the Association as his true and lawful attorney-in-fact in connection with all matters concerning the maintenance of the Master Policy. Without limiting the generality of the foregoing, the Association as said attorney shall have full power and authority to purchase and maintain such insurance, to collect and remit the premiums therefore, to collect proceeds thereof, and to distribute the same to the Association, the lessor under the Ground Lease, the Coowners and their respective mortgagees (subject to the provisions of these Condominium Bylaws, the Master Deed, the Ground Lease and the Act) as their interests may appear, to execute releases of liability and to execute all documents and to do all things on behalf of such Coowner and the Association as shall be necessary or convenient to the accomplishment of the foregoing; and any insurer may deal exclusively with the Association in regard to such matters. The Association shall not be responsible for procurement or maintenance of any insurance covering the contents or the interior of any Unit nor the liability of any Coowner for occurrences therein not caused by or connected with the Association's operation, maintenance or use of the Condominium Project.

ARTICLE 5: RECONSTRUCTION OR REPAIR

5.01. Vote of Member. If not more than two-thirds (2/3) of the Condominium Project shall be damaged by fire or any other disaster, then the Condominium Project shall be rebuilt or repaired. If such damage shall affect more than two-thirds (2/3) of the Condominium Project, then reconstruction shall not be compulsory without the unanimous consent of all of the Coowners. The determination of the percentage of destruction of the Condominium Project shall be by a vote of the members.

5.02. Plan for Reconstruction. Any reconstruction or repair of the Condominium Project or any Unit located therein shall be substantially in accordance with the Master Deed and the original plans and specifications for the Condominium Project unless the Coowners shall unanimously decide otherwise.

5.03. Repair of Units. Each Coowner shall be responsible for the reconstruction, repair or replacement of the interior of his Unit, including but not limited to the floor coverings, wall coverings, window shades, draperies, interior walls, furniture, furnishings, decorative light fixtures, and all appliances located therein. Each Coowner shall also be responsible for the costs, not otherwise covered by insurance carried by the Association, of any reconstruction, repair or replacement of any portion of the Condominium Project necessitated by his negligence or misuse or the negligence or misuse by his guests, agents, employees or contractors. In the event damage to all or any part of the interior of a Coowner's Unit is covered by insurance held by the Association for the benefit of such Coowner, then such

Coowner shall begin reconstruction or repair of such damage upon receipt of the insurance proceeds or any portion thereof from the Association, subject to the rights of the Association to supervise, approve or disapprove such reconstruction or repair during the course thereof. In the event damage to all or any part of the interior of a Coowner's Unit is not covered by insurance held by the Association for the benefit of such Coowner, then such Coowner shall begin reconstruction or repair of his Unit within sixty (60) days after the date of such damage, subject to the right of the Association to supervise, approve or disapprove such reconstruction or repair during the course thereof.

5.04. Costs of Repair. As soon as possible after the occurrence of a casualty which causes damage to any part of the Condominium Project for which the Association has insurance coverage (hereinafter referred to as the "Casualty"), the Association shall obtain reliable and detailed cost estimates of the following:

(a) The cost of restoring all damage caused by the Casualty to the General Common Elements (hereinafter referred to as the "Common Element Costs"); and

(b) The cost of restoring that part of the damage caused by the Casualty to each Unit and the Limited Common Elements appurtenant thereto which is or would be covered by insurance held by the Association without regard to the policy limits of such insurance (hereinafter referred to as the "Unit Costs").

All insurance proceeds available to the Association with respect to the Casualty shall first be applied to the payment of the actual Common Element Costs and the balance thereof, if any, shall thereafter be applied to the payment of the actual Unit Costs. However, if such insurance proceeds are not sufficient to cover such estimated costs, then an assessment shall be made against the Coowners by the Association in the following manner:

(i) All Coowners shall be assessed on the basis of their percentage of ownership in the Condominium Project for the payment of the estimated Common Element Costs not otherwise paid for by insurance held by the Association.

(ii) Each Coowner of the damaged Unit shall be assessed an amount equal to the difference between his estimated Unit Costs and a sum calculated by multiplying the amount, if any, of the remaining insurance proceeds held by the Association with respect to the Casualty by a fraction, the numerator of which is his estimated Unit Costs and the denominator of which is the total of all of the estimated Unit Costs.

5.05. Eminent Domain. In the event of any taking of any Unit in the Condominium Project by eminent domain, the Coowner and his mortgagee of such Unit shall be entitled to receive the award for such taking attributable to the Coowner's proportionate share of the loss or reduction in the leasehold estate and the building and other improvements to the land as provided in the Ground Lease, and after acceptance thereof he and his mortgagee shall be divested of all interest in the Condominium Project if such Coowner shall vacate his Unit by virtue of such taking. If any repair or rebuilding of the remaining portions of the Condominium Project is required as a result of such taking, a majority in percentage of ownership of the remaining Coowners shall determine by vote or written consent whether to rebuild or repair the Condominium Project or to take such other action as such remaining Coowners deem appropriate. If no repair or rebuilding shall be required or shall be undertaken, the remaining portion of the Condominium Project shall be resurveyed and the Master Deed shall be amended to reflect such taking and to proportionately readjust the percentages of ownership of the remaining Coowners based upon a

continuing total ownership of the Condominium Project of one hundred per cent (100%).

ARTICLE 6: RESTRICTIONS

6.01. Modifications. No Coowner shall make structural alterations or modifications to his Unit or to any of the General and Limited Common Elements, including, but not limited to, the erection of antennas, aerials, awnings, the placement of any reflective or other material in the windows of the Unit or other exterior attachments without the prior written approval of the Association. The Association shall not approve any alterations, decorations or modifications which would jeopardize or impair the soundness, safety or appearance of the Condominium Project.

6.02. Lease of Units. A Coowner may lease his Unit for the same purposes set forth in the Master Deed and the Ground Lease, provided that such lease transaction is in accordance with the provisions of paragraph 6.09 hereof.

6.03. Improper Activities. No immoral, improper, unlawful or offensive activity shall be carried on in any Unit or upon the General and Limited Common Elements, nor shall anything be done which may be or become an annoyance or a nuisance to the Coowners. No Coowner shall do or permit anything to be done or keep or permit to be kept in his Unit or on the General and Limited Common Elements anything that will increase the rate of insurance on the Condominium Project.

6.04. Signs. No signs or other advertising devices shall be displayed which are visible from the exterior of any Unit or on the General and Limited Common Elements, including "For Sale" signs, except in conformity with Rules and Regulations promulgated by the Directors.

6.05. Use of Common Elements. The General and Limited Common Elements shall not be used for storage of supplies, personal property or trash or refuse of any kind except common trash receptacles placed at the discretion of the Directors, nor shall the General and Limited Common Elements be used in any way for the drying, shaking or airing of clothing or other fabrics. Stairs, entrances, sidewalks, yards, driveways, and parking areas shall not be obstructed in any way nor shall unauthorized persons use them for other than their intended purposes. In general, no activities shall be carried on nor condition maintained by any Coowner either in his Unit or upon the General and Limited Common Elements which despoils the appearance of the Condominium Project.

6.06. Maintenance of Unit. Each Coowner shall maintain his Unit and the Limited Common Elements appurtenant thereto in a clean, safe and sanitary condition. Each Coowner shall also use due care to avoid damaging any of the General and Limited Common Elements or any other Unit, and each Coowner shall be responsible for his negligence or misuse of any of the General and Limited Common Elements or of his own facilities resulting in damage to the General and Limited Common Elements or any other Unit.

6.07. Regulations. Rules and Regulations concerning the use of the Condominium Project shall be promulgated by the Board of Directors of the Association, and such Rules and Regulations shall be binding on all members of the Association unless duly amended by the Directors or by a majority in percentage of ownership of all of the Coowners.

6.08. Access of Agents. The Association or its agents shall have access to each Unit from time to time during reasonable working hours, upon notice to its Coowner, as may be necessary for the maintenance, repair or replacement of any of the Common Elements or other Units. The Association or its agent shall also have access to each Unit at all times without notice as may be necessary to make emergency repairs to prevent damage to the General and Limited Common Elements or to another Unit. If requested by the Association, each Coowner shall furnish to the Association a duplicate key to the entrance door to his Unit and shall furnish a new duplicate key upon any change of locks thereto.

6.09. Sale or Lease. No Coowner may dispose of (other than by gift, devise or inheritance) or lease a Unit or any interest therein by sale or lease, as the case may be, without approval of the Hospital Operator during the greater of (i) a period of fifty (50) years after the filing of the Master Deed or (ii) the term of the Ground Lease; provided, however, such period shall in no event exceed the period during which the Hospital is owned and operated as an acute care hospital and (except in the case of a sale or lease to the Hospital Operator during such period or a sale or lease of such Unit by such Hospital Operator within one year after its acquisition pursuant to this paragraph 6.09) the Association, which approval shall be obtained in the manner hereinafter provided, except for (i) conveyances by gift, devise or inheritance; (ii) conveyance by one joint coowner of a Unit to one or more other joint coowners of the same Unit; (iii) upon the formation of a professional corporation by joint coowners, the conveyance to such professional corporation; (iv) upon the transfer of shares in a corporation that is a coowner to a person who individually satisfies the requirements of subparagraph (a) hereof; (v) upon the dissolution of a professional corporation which is an owner, the conveyance of such unit to the shareholders thereof as joint coowners; (vi) upon the formation of a partnership by joint coowners, the conveyance to such partnership; (vii) upon the admission of a new partner, who individually satisfies the requirements of subparagraph (a) hereof, to a partnership which is a coowner; or (viii) upon the dissolution of a partnership which is an owner, conveyance of such Unit to the partners thereof as joint coowners.

(a) A Coowner intending to make a sale or lease of a Unit or any interest therein, except as hereinabove permitted, shall give written notice to the Hospital Operator and the Association of such intention, together with the name and address of the intended purchaser or lessee, and such other information as such Hospital Operator or the Association may reasonably require in connection with such transaction. Such Coowner shall, by such notice, also furnish the Hospital Operator and the Association with the terms and conditions of the proposed sale or lease. The giving of such notice shall constitute a warranty and representation by such Coowner to such Hospital Operator, the Association, and to any purchaser or lessee produced by the Association as hereinafter provided, that such Coowner believes the proposal to be bona fide in all respects. No proposed transaction shall be deemed bona fide in which is not evidenced by a written contract of sale or lease, subject to the approval and right of first refusal contained herein, executed by the selling or leasing Coowner and the proposed purchaser or lessee and containing all the terms of the sale or lease proposed to be made.

(b) Within fifteen (15) days after receipt of the notice described in (a) above, the Hospital Operator shall either approve the transaction or execute a contract of sale or lease in accordance with the terms of the notice described in (a) above. In the event such Hospital Operator either approves the transaction or fails to execute a contract of sale or lease within the foregoing fifteen (15) day period (or in the event the Restriction Period has expired), within an additional fifteen (15) day period the Association shall be afforded an identical right to either approve the

transaction or furnish a purchaser or lessee satisfactory to it, which purchaser or lessee may be the Association or one or more of its members, and such purchaser or lessee shall execute a contract of sale or lease in accordance with the terms of the notice described in (a) above within such second fifteen (15) day period. Failure of such Hospital Operator or the Association to approve such sale or lease, execute a contract of sale or lease, or furnish a contract of sale or lease executed by an appropriate substitute purchaser or lessee within the above described periods for any reason whatsoever shall be deemed to constitute approval of such sale or lease, following which such Hospital Operator and the Association, shall, nevertheless, prepare and deliver written approval in recordable form if requested by such selling or leasing Coowner.

(c) The provisions of this paragraph 6.09 shall not be applicable to a sale pursuant to the exercise of remedies granted in a mortgage affecting the Unit provided the mortgagee of the affected Unit gives the Hospital Operator (during the Restriction Period) and the Association at least thirty (30) days' prior written notice of such sale together with such other information as such Hospital Operator or the Association may reasonably require in connection therewith.

(d) The Developer shall not be subject to this paragraph 6.09 in the first sale or lease of any Unit owned by the Developer.

6.10. Limitation During Sale Period. None of the restrictions contained in this Article 6 shall apply to the commercial activities, signs or billboards, if any, of the Developer during the sales period of the Condominium Project or to the activities of the Association in furtherance of its powers and purposes set forth herein and in its Charter and Corporate Bylaws as the same may be amended from time to time.

ARTICLE 7: MORTGAGES

7.01. Notification of Association. Any Coowner who mortgages his Unit shall notify the Association of the name and address of the mortgagee, and the Association shall maintain such information in a book entitled "Mortgages of Units." The Association shall report to such mortgagee any unpaid assessments due from the Coowner of each Unit at the same time as the Association makes demand on the Coowner of the Unit for payment of such assessment.

7.02. Notification of Mortgagees. The Association shall notify each mortgagee appearing in the book described in paragraph 7.01 herein of the name of each company insuring the Condominium Project under the Master Policy and the amounts of the coverages thereunder.

7.03. Rights of Mortgagees. The rights of mortgagees as granted in these Condominium Bylaws shall not be amended so as to reduced the rights of mortgagees hereunder without the prior written approval of mortgagees of Units to which seventy-five percent (75%) of the percentage ownership in the Condominium Project is allocated pursuant to the Master Deed.

ARTICLE 8: COMPLIANCE

8.01. Acceptance of Governing Rules. The Association, all present or future Coowners, tenants or future tenants, or any other persons using the facilities of the Condominium Project are subject to and shall comply with the Act, the Master Deed, the Declaration, the Ground Lease, the Condominium Bylaws and the Charter,

Corporate Bylaws, Rules and Regulations of the Association, and the acquisition, occupancy or rental of a Unit shall signify that all such documents are accepted and ratified. In the event of a conflict in any of the provisions of any of such documents, the documents shall govern or control in the following order or preference: (1) the Act, (2) the Declaration, (3) the Ground Lease, (4) the Master Deed, (5) the Condominium Bylaws, (6) the Charter, (7) the Corporate Bylaws of the Association, and (8) the Rules and Regulations of the Association.

8.02. Amendment of the Condominium Bylaws. These Condominium Bylaws may be amended from time to time, at a meeting of the members of the Association called for such purpose upon the affirmative vote of the members representing two-thirds (2/3) or more of the total Units; provided, however, no such amendment shall reduce the rights of the Hospital Operator under Section 6.09 hereof without the prior written approval of such Hospital Operator or reduce the rights of mortgagees hereunder without compliance with the requirements of Section 7.03 hereof. No such modification shall be operative until it is embodied in an instrument duly certified by the Secretary of the Association and recorded in the Register's Office for Davidson County, Tennessee.

ARTICLE 9: ADDITIONS AND ALTERATIONS BY THE ASSOCIATION

Whenever in the judgment of the Directors the General Common Elements shall require additions, alterations or improvements costing more than Ten Thousand Dollars ($10,000) which are not to be made at the expense of any individual Coowner for the Coowners' own benefit, and the making of such additions, alterations or improvements shall have been approved at an annual or special meeting of the Association and by the mortgagees holding mortgages or deeds of trust constituting first liens upon not less than two-thirds (2/3) of the percentage of Coownership of the Units, the Directors shall proceed to cause such additions, alterations or improvements to be made and shall assess all Coowners for the cost thereof as a special assessment. Any additions, alterations or improvements costing Ten Thousand Dollars ($10,000) or less may be made by the Directors without further approval of the Coowners or any mortgagees of the Units, and the cost thereof may be assessed against the Coowners as a special assessment, provided, however, that no more than Fifteen Thousand Dollars ($15,000) shall be expended for any such purposes in any one year without approval by two-thirds (2/3) of the percentage of Coownership of the Units at a meeting of the Association. The foregoing dollar amounts shall be adjusted on each five year anniversary of the date hereof to become such sum of money as shall then be equivalent to the present purchasing power of such dollar amounts in accordance with the procedure described in Article 4 hereof. Notwithstanding the foregoing, such dollar amounts shall never be less than those specified in this Article 10. Notwithstanding any provision of these Condominium Bylaws to the contrary, the Association may not alter or destroy a Unit or Common Element without the consent of all Coowners affected and the first lien mortgage of all affected Coowners.

ARTICLE 10: REMEDIES

10.01. Default. Failure of any Coowner to comply with any of the terms of the Master Deed, the Declaration, the Ground Lease, these Condominium Bylaws, the Charter or Corporate Bylaws or duly adopted Rules and Regulations of the Association shall constitute an event of default and shall be grounds for relief, or any combination thereof.

10.02. Costs. In any proceeding by the Association or an aggrieved Coowner arising because of any alleged default by a Coowner, the Association or such aggrieved Coowner, if successful, shall be entitled to recover the costs of the proceeding and reasonable attorneys' fees from such defaulting Coowner.

10.03. No Waiver. The failure of the Association or of any Coowner to enforce any right, provision, covenant or condition which may be granted by the Master Deed, the Declaration, the Ground Lease, these Condominium Bylaws, the Charter, Corporate Bylaws or duly adopted Rules and Regulations of the Association shall not constitute a waiver of the right of the Association or of any such Coowner to enforce such right, provision, covenant or condition in the future.

10.04. Rights Cumulative. All rights, remedies and privileges granted to the Association or any Coowner pursuant to any provisions of the Master Deed, the Declaration, the Ground Lease, these Condominium Bylaws, the Charter, Corporate Bylaws or duly adopted Rules and Regulations of the Association, shall be deemed to be cumulative and the exercise of any one or more shall not be deemed to constitute an election of remedies, nor shall it preclude the party thus exercising the same from exercising such other additional rights, remedies or privileges as may be available to such party at law or in equity.

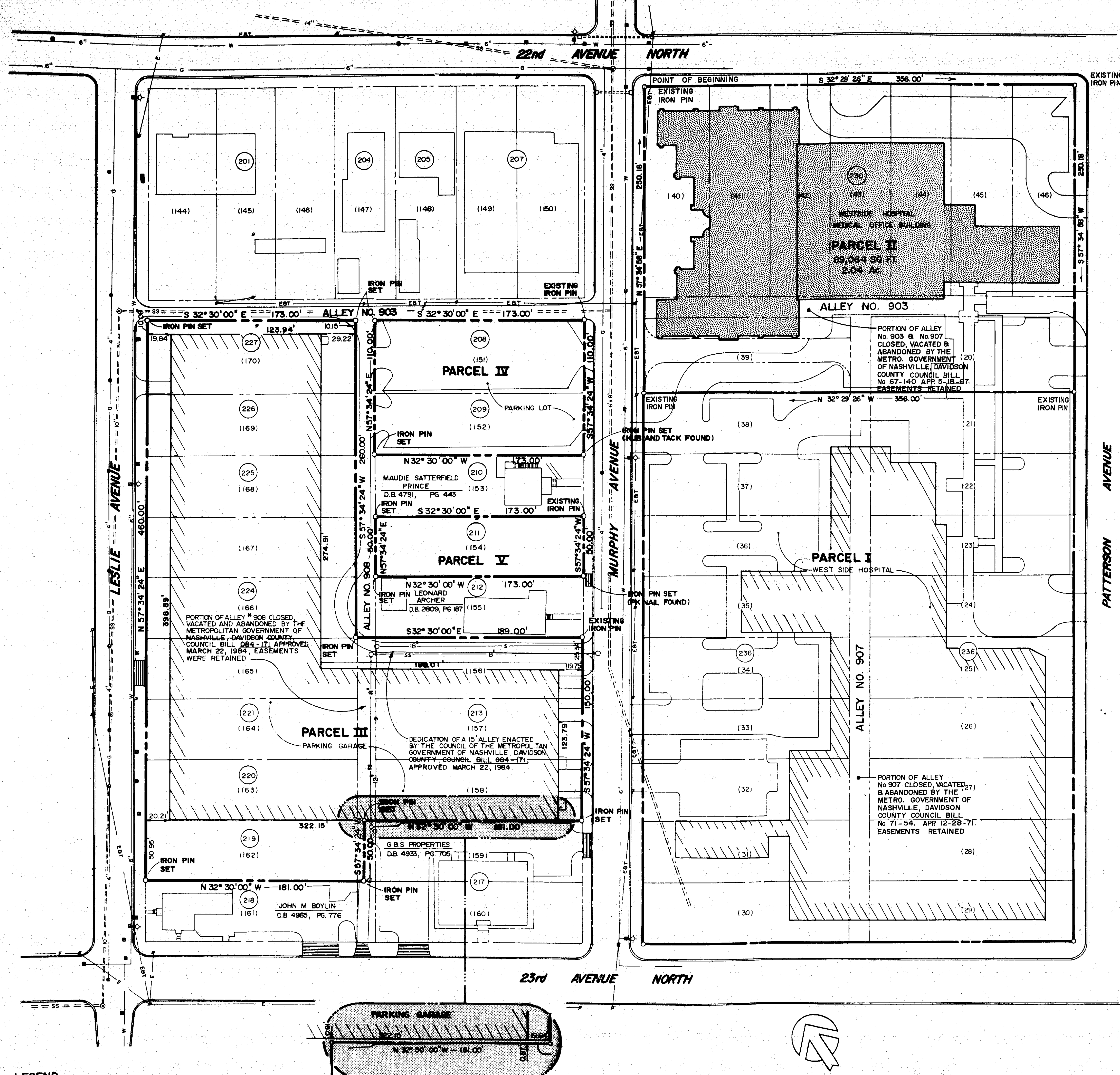
ARTICLE 11: SEVERABILITY

In the event that any of the terms, provisions or covenants of these Condominium Bylaws are held to be partially or wholly invalid or unenforceable for any reason whatsoever, such holding shall not affect, alter, modify or impair in any manner whatsoever any of the other terms, provisions or covenants hereof or the remaining portions of any terms, provisions or covenants held to be partially invalid or unenforceable.

ARTICLE 12: TABLE OF CONTENTS; HEADINGS

The table of contents and headings used in these Condominium Bylaws have been inserted for convenience only and do not constitute matter to be construed in interpretation.

5 1 0 7 2.
IDENTIFICATION REFERENCE
Jul 20 11 25 AM '88
FELIX Z. WILSON CLERK OF SUPERIOR COURT CATAWBA COUNTY, N.C.
RECEIVED
9110 07/20 0101 03CHECK 177.00



LEGEND

- FIRE HYDRANT
- WATER METER
- CATCH BASIN
- GAS METER
- POWER POLE
- SAN. SEWER MANHOLE
- G — GAS LINE
- EBT — ELECTRIC & TELEPHONE LINE
- = = SS = = SANITARY SEWER LINE
- W — WATER LINE

PARKING TABULATION

REQUIRED - 1 SP. / 400 S.F.
PROVIDED - 285

0 25 50 100 150 200
SCALE: 1" = 50'- 0"

PROPERTY DESCRIPTIONS

PARCEL I

Being Lots Nos. 21-38 of Block 5 on the Plan of Murphy Land Company's Division "B" as of record in Book 161, page 126, Register's Office of Davidson County, Tennessee, and described in the survey prepared by Hart-Freeland-Roberts, Inc., dated February 1, 1973, as follows:

"Beginning at a point in the north margin of Patterson Street and the east margin of 23rd Avenue, North; thence N30 - 46' - 46" W, 356.00 feet to the south margin of Murphy Avenue; thence along Murphy Avenue N 59 - 17' - 50" E, 450.00 feet to a point, said point being 250.75 feet west of the west margin of 22nd Avenue, North; thence S 30 - 46' - 46" E, 356.00 feet to the north margin of Patterson Street; thence along Patterson Street S 59 - 17' - 50" W, 450.00 feet to the point of beginning, containing an area of 3.678 acres."

The 16-foot alley (Alley No. 907) running parallel to Murphy Street extending eastward from the east margin of 23rd Avenue, North, to the west margin of Alley No. 903 which runs between the northern boundary of Lots 21 through 29 and the southern boundary of Lots 30 through 38 having been closed, vacated, and abandoned by an ordinance adopted by the Metropolitan Government of Nashville and Davidson County, Tennessee (Bill No. 71-54), approved December 28, 1971.

Being the same property conveyed to General Care Corp. or its predecessor corporations by deeds recorded in Book 4313, page 204; Book 4316, page 514, R.O.D.C.; Book 4316, page 387; Book 4535, page 915; Book 4552, page 146; Book 4554, page 739; Book 4538, page 535; Book 4533, page 950; Book 4538, page 533; Book 4538, page 529; Book 4533, page 715; Book 4362, page 174; and Book 4316, page 445, Register's Office of Davidson County, Tennessee, and being the same property conveyed to General Care Equities, Inc., by General Care Corp by an unrecorded deed dated April 30, 1973, and being the same property an undivided 1/2 of one percent interest in which was conveyed to the Grantor, from General Care Corp. by unrecorded deed dated February 27, 1973.

PARCEL II

A Tract of Land in the First Civil District, Nashville, Davidson County, Tennessee being Lots 40, 41, 42, 43, 44, 45 and 46 of the plan of Murphy Land Company, Block 5, of Division "B" as of Record in Plat Book 161, Page 126, Register's Office of Davidson County and more particularly described as follows:

Beginning at an existing iron pin at the intersection of the southeasterly right-of-way of Murphy Avenue and the southwesterly right-of-way of 22nd Avenue North;

Thence, along the southwesterly right-of-way of 22nd Avenue North, S 32 - 29' - 26" E, 356.00 feet to an iron pin at the intersection of the aforesaid right-of-way and the northwesterly right-of-way of Patterson Avenue;

Thence, along said right-of-way of Patterson Avenue, S 57 - 34' - 58" W, 250.18 feet to an iron pin;

Thence, N32 - 29' - 26" W, 356.00 feet to an iron pin, said pin being in the southeasterly right-of-way of Murphy Avenue;

Thence, along the southeasterly right-of-way of Murphy Avenue, N 57 - 34' - 58" E, 250.18 feet to the Point of Beginning and containing 89,064 square feet or 2.04 acres.

Being the same property conveyed to HCA Properties evidenced in Deed Book 6441, Page 785.

PARCEL III

A tract of land in the First Civil District, Nashville Davidson County, Tennessee being Lots 156 - 158 and Lots 162 - 170 on the plan of Murphy Land Company, Block 11, of Division "B" as of record in Plat Book 161, Page 126, Register's Office for Davidson County and more particularly described as follows:

BEGINNING at an iron pin set at the intersection of the Southeasterly right-of-way of Leslie Avenue and the Southwesterly right-of-way of Alley No. 903;

THENCE, along Southwesterly right-of-way of said alley, South 32 degrees 30 minutes 00 seconds East, 173.00 feet to an iron pin set at the intersection of the aforesaid right-of-way and the Northwesterly right-of-way of Alley No. 908;

THENCE, along the Northwesterly right-of-way of said alley, South 57 degrees 34 minutes 24 seconds West, 260.00 feet to an iron pin set;

THENCE, South 32 degrees 30 minutes 00 seconds East, 189.00 feet to an existing iron pin, said iron pin being in the Northwesterly right-of-way of Murphy Avenue and being North 57 degrees 34 minutes 24 seconds East a distance of 250.00 feet from the intersection of the Northeasterly right-of-way of 23rd Avenue North and the Northwesterly right-of-way of Murphy Avenue;

THENCE, along the Northwesterly right-of-way of Murphy Avenue South 57 degrees 34 minutes 24 seconds West, 150.00 feet to an iron pin set;

THENCE, leaving the Northwesterly right-of-way of Murphy Avenue North 32 degrees 30 minutes 00 seconds West, 181.00 feet to an iron pin set;

THENCE, South 57 degrees 34 minutes 24 seconds West, 50.00 feet to an iron pin set;

THENCE, North 32 degrees 30 minutes 00 seconds West, 181.00 feet to an iron pin set, said iron pin being in the Southeasterly right-of-way of Leslie Avenue, and being North 57 degrees 34 minutes 24 seconds East, a distance of 50.00 feet from the intersection of the Northeasterly right-of-way of 23rd Avenue North and the Southeasterly right-of-way of Leslie Avenue;

THENCE, along the Southeasterly right-of-way of Leslie Avenue North 57 degrees 34 minutes 24 seconds East, 460.00 feet to the POINT OF BEGINNING and containing 108,330 square feet or 2.487 acres.

Being the same property conveyed to HCA Properties evidenced in Deed Book 5915, Page 480, Deed Book 6270, Page 340, Deed Book 6280, Page 140, and Deed Book 6441, Page 788.

PARCEL IV

A tract of land in the First Civil District, Nashville, Davidson County, Tennessee being Lots 151 and 152 on the plan of Murphy Land Company, Block 11, of Division "B" as of record in Plat Book 161, Page 126, Register's Office of Davidson County and more particularly described as follows:

BEGINNING at an existing iron pin at the intersection of the Southwesterly right-of-way of Alley 903 and the Northwesterly right-of-way of Murphy Avenue;

THENCE, along the Northwesterly right-of-way of Murphy Avenue, South 57 degrees 34 minutes 24 seconds West, 110.00 feet to an iron pin set (hub and tack found);

THENCE, leaving the Northwesterly right-of-way of Murphy Avenue North 32 degrees 30 minutes 00 seconds West, 173.00 feet to an iron pin set in the Southeasterly right-of-way of Alley No. 908.

THENCE, along the Southeasterly right-of-way of Alley 908 North 57 degrees 34 minutes 24 seconds East, 110.00 feet to an iron pin set at the intersection of the Southwesterly right-of-way of Alley 903 and the Southeasterly right-of-way of Alley No. 908;

THENCE, along the Southwesterly right-of-way of No. 903 Souuth 32 degrees 30 minutes 00 seconds East, 173.00 feet to the POINT OF BEGINNING and containing 19,030 square feet or 0.437 acres.

Being the same property conveyed to HCA Properties evidenced in Deed Book 6441, Page 788, and Deed Book 6592, Page 800.

PARCEL V

A tract of land in the First Civil District, Nashville, Davidson County, Tennessee, being Lot 154 on the plan of Murphy Land Company, Block 11, of Division "B" as of record in Plat Book 161, Page 126, Register's Office of Davidson County and more particularly described as follows:

BEGINNING at an existing iron pin, said iron pin being South 57 degrees 34 minutes 24 seconds West, a distance of 160.00 feet from the intersection of the southwesterly right-of-way of Alley No. 903 and the northwesterly right-of-way of Murphy Avenue;

THENCE, along the northwesterly right-of-way of Murphy Avenue, South 57 degrees 34 minutes 24 seconds West, a distance of 50.00 feet to an iron pin set (PK nail found);

THENCE, leaving the northwesterly right-of-way of Murphy Avenue, North 32 degrees 30 minutes 00 seconds West, a distance of 173.00 feet to an iron pin set in the southeasterly right-of-way of Alley No. 908;

THENCE, along the southeasterly right-of-way of Alley No. 908, North 57 degrees 34 minutes 24 seconds East, a distance of 50.00 feet to an iron pin set;

THENCE, leaving the southeasterly right-of-way of Alley No. 908, South 32 degrees 30 minutes 00 seconds East, a distance of 173.00 feet to the POINT OF BEGINNING and containing 8,650 square feet or 0.197 acres;

Being the same property conveyed to HCA Properties as evidenced in Deed Book 5266, Page 182.

AREA CALCULATIONS

PARCEL I - 160,300 SQ.FT. / 3.67 ACRES
PARCEL II - 89,064 SQ.FT. / 2.04 ACRES
PARCEL III - 108,330 SQ. FT. / 2.49 ACRES
PARCEL IV - 19,030 SQ. FT. / 0.44 ACRES
PARCEL V - 8,650 SQ. FT. / 0.20 ACRES

PROPERTY MAP REFERENCE

METRO DAVIDSON COUNTY PROPERTY MAP No. 92-11

PLAT REFERENCE

PLAN OF THE MURPHY ROAD LAND COMPANY, BLOCK 5 AND BLOCK 11, DIVISION "B"
PLAT BOOK 161, PAGE 126, R. O. D. C. TENNESSEE

GENERAL NOTES

1. THIS SURVEY MEETS THE REQUIREMENTS OF A CLASS "A" (URBAN) LAND SURVEY AS PER STANDARDS OF PRACTICE ADOPTED BY THE BOARD OF EXAMINERS FOR LAND SURVEYORS, STATE OF TENNESSEE.
2. THIS PROPERTY IS NOT LOCATED IN A FLOOD HAZARD AREA. THIS DETERMINATION HAS BEEN MADE FROM A REVIEW OF FLOOD BOUNDARY AND FLOODWAY MAPS PREPARED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY.
3. BEARINGS SHOWN HEREON BASED ON SURVEY BY KEVIN TUCKER AND ASSOCIATES, P. C. DATED NOVEMBER 30, 1983.
4. THIS DOCUMENT SHALL IN NO WAY BE CONSTRUED AS A SUBDIVISION OF LAND.

SURVEYOR'S CERTIFICATION

I (WE) HEREBY CERTIFY THAT THE ABOVE DESCRIBED PARCEL OF LAND CORRECTLY DESCRIBES THE LAND SURFACE UPON WHICH HAS BEEN CONSTRUCTED 2201 MEDICAL PLAZA IN ACCORDANCE WITH THE TENNESSEE HORIZONTAL PROPERTY ACT.

CESP, INC.

BY: [signature] TN. LIC. No. 1417

DATE: July 5, 1988

EXHIBIT "C"

PLAT OF PROPERTY & IMPROVEMENTS
2201 MEDICAL PLAZA

HCA REALTY, INC.
ONE PARK PLAZA
NASHVILLE, TN 37202

CITY OF NASHVILLE, DAVIDSON CO., TENNESSEE

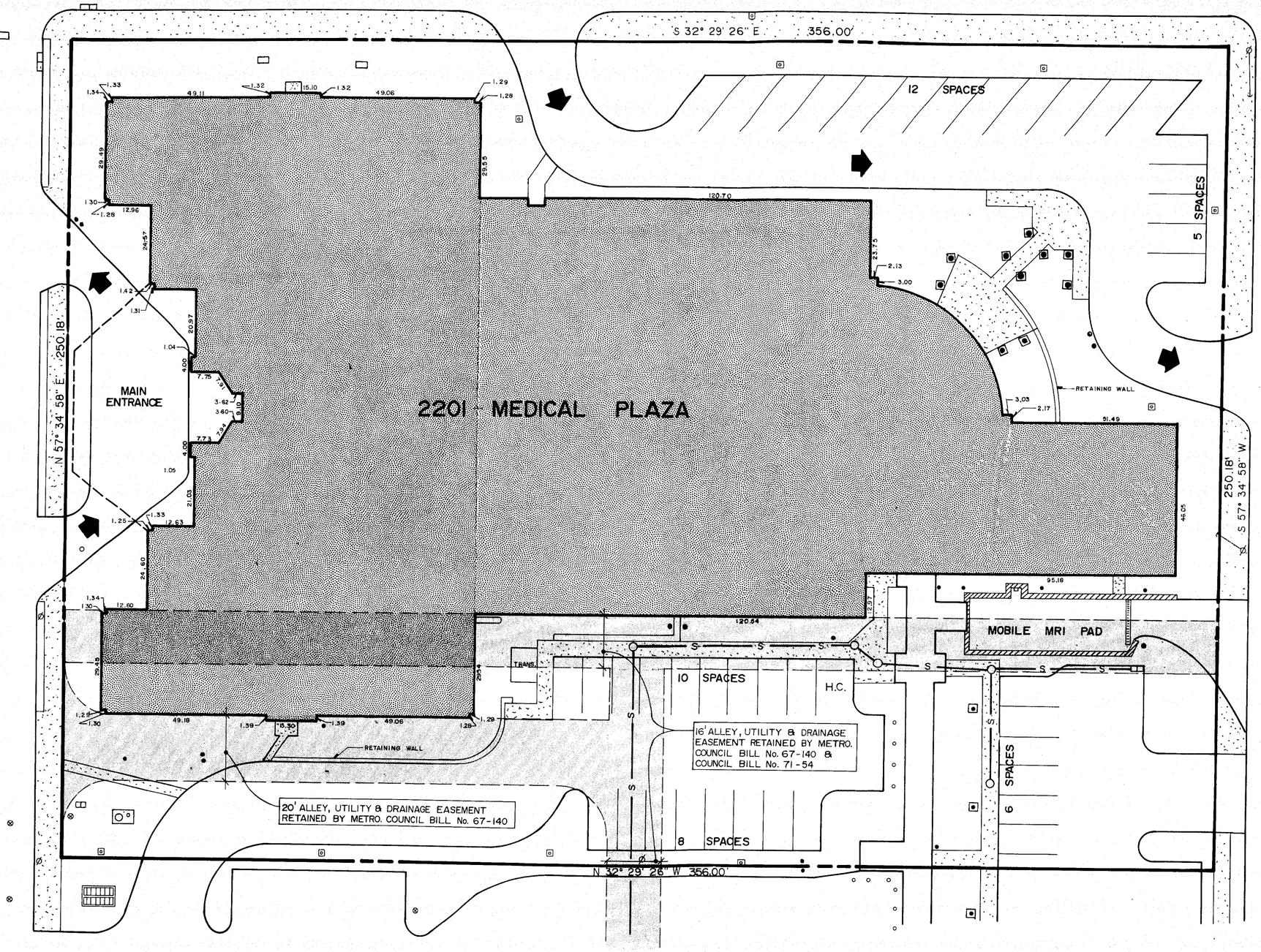
CESP, INC.
CONSTRUCTION ADMINISTRATION
ENGINEERING · SURVEYING · PLANNING
2168 BELCOURT AVENUE NASHVILLE, TENNESSEE 37212

SHEET NO. 1 of 7

22nd AVENUE NORTH

MURPHY AVENUE

PATTERSON STREET



LEGEND

- BUILDING
- CONCRETE WALK
- MANHOLE - STORM SEWER
- POWER POLE
- MANHOLE - SANITARY SEWER
- STORM DRAIN
- WATER METER
- SPRINKLER
- CLEAN OUT PLUG
- LAMP POLE
- WATER VALVE
- LAMP BOLLARD

WEST SIDE HOSPITAL

0 5 10 20 40 60
SCALE: 1" = 20'-0"

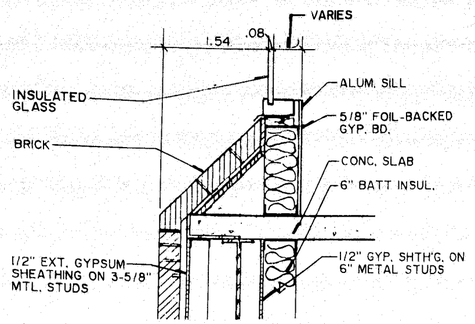
2201 MEDICAL PLAZA

HCA REALTY, INC.
ONE PARK PLAZA
NASHVILLE, TN 37202

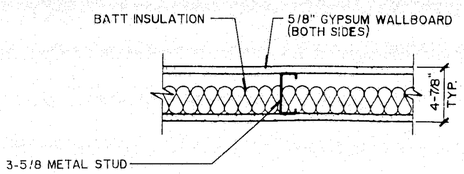
CITY OF NASHVILLE, DAVIDSON CO., TENNESSEE

CESP, INC.
CONSTRUCTION ADMINISTRATION · ENGINEERING · SURVEYING · PLANNING
2148 BELCOURT AVENUE NASHVILLE, TENNESSEE 37212

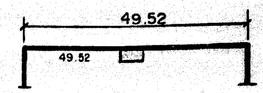
SHEET NO. 2 of 7



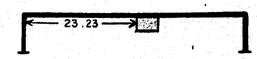
EXTERIOR WALL SECTION



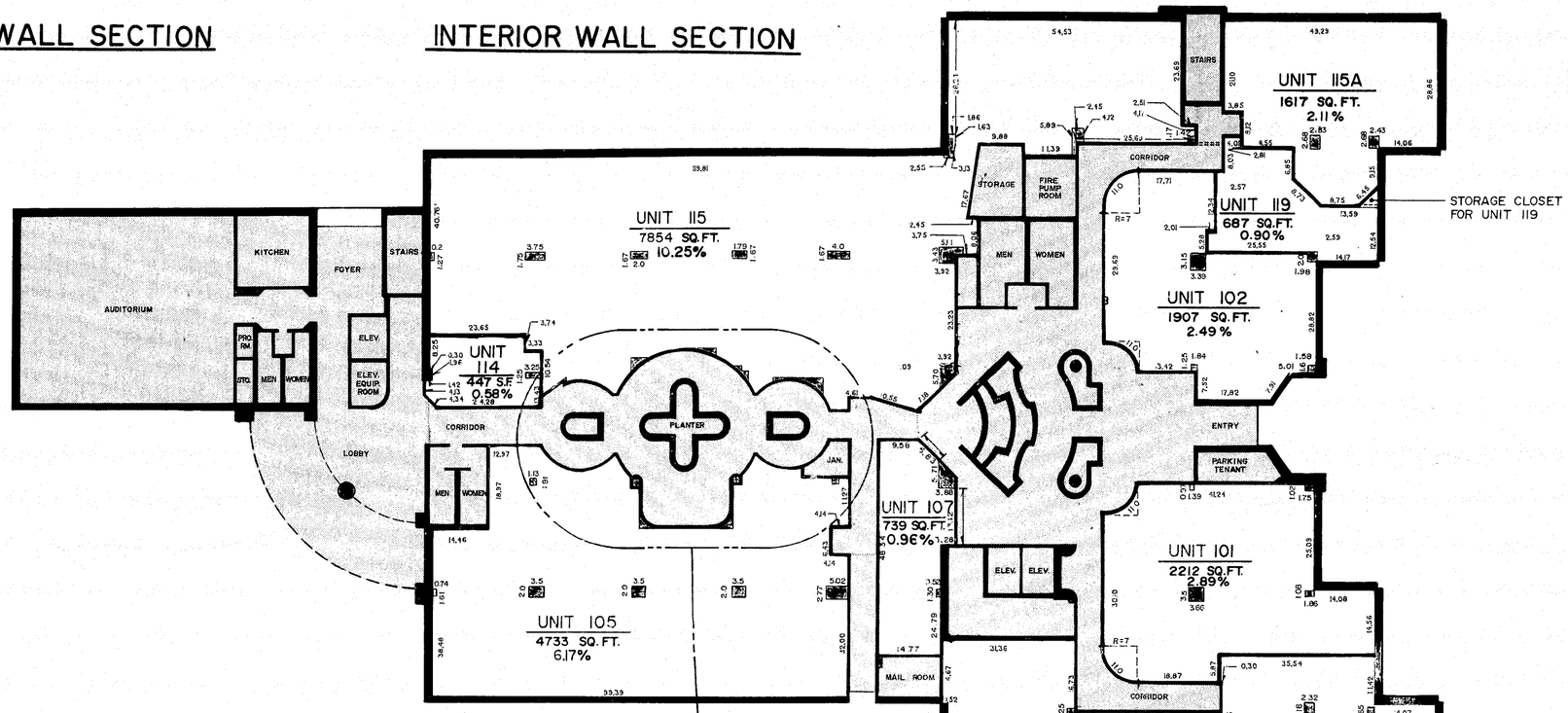
INTERIOR WALL SECTION



TYPICAL UNLESS SHOWN AS BELOW



DIMENSIONING DETAIL



NOTES

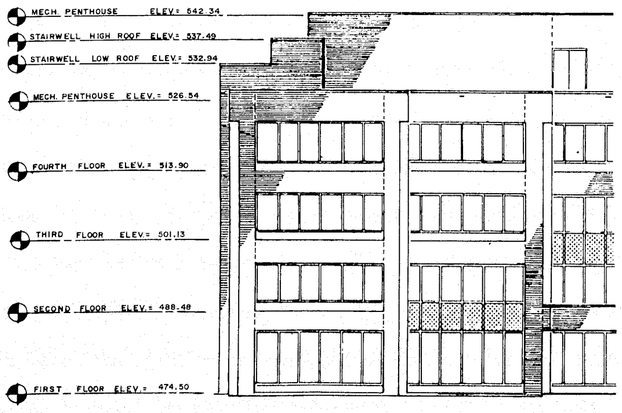
1). MEASUREMENTS SHOWN REFLECT DIMENSIONS AS SHOWN BELOW:-
   A. EXTERIOR WALL: TO OR FROM INTERIOR FACE OF GLAZING.
   B. INTERIOR WALL: TO OR FROM CENTERLINE OF WALL

2). FOR EXTERIOR BUILDING DIMENSIONS SEE SHEET 2 OF 7

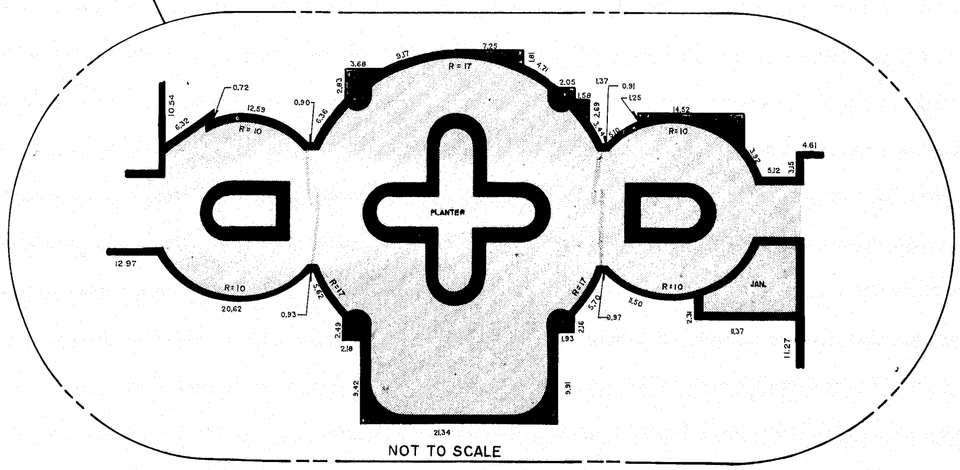
LEGEND

GENERAL COMMON ELEMENT

COLUMN



BUILDING ELEVATION



NOT TO SCALE

0 5 10 20 40 60
SCALE: 1" = 20'-0"

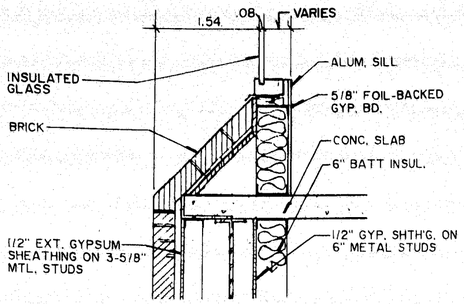
FIRST FLOOR
2201 MEDICAL PLAZA

HCA REALTY, INC.
ONE PARK PLAZA
NASHVILLE, TN 37202

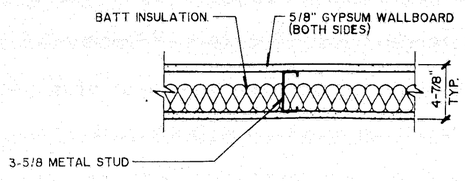
CITY OF NASHVILLE, DAVIDSON CO., TENNESSEE

CESP, INC.
CONSTRUCTION ADMINISTRATION · ENGINEERING · SURVEYING · PLANNING
8140 BELLCOURT AVENUE NASHVILLE, TENNESSEE 37211

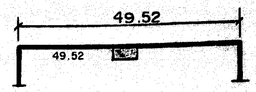
SHEET NO. 3 of 7



EXTERIOR WALL SECTION



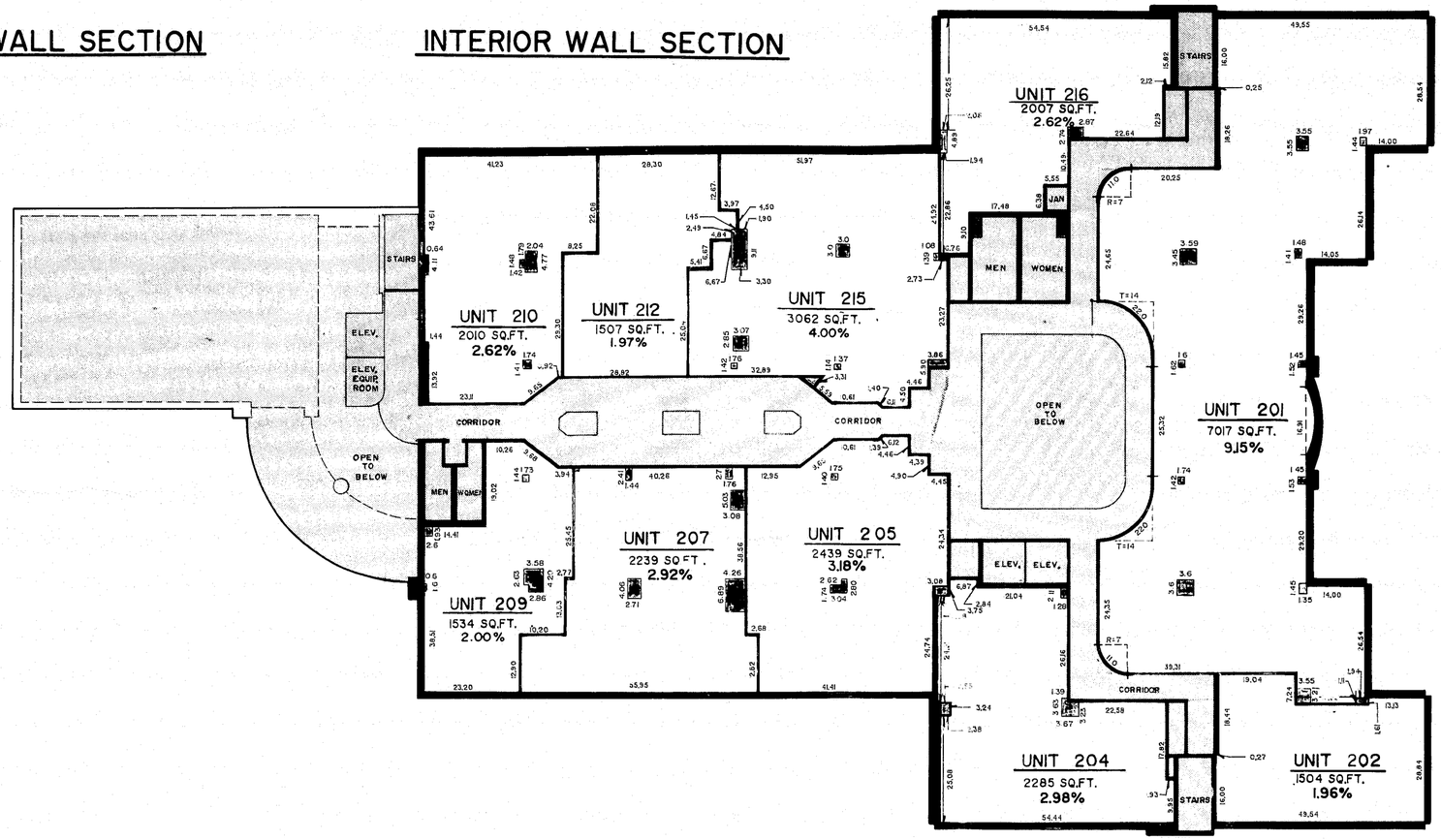
INTERIOR WALL SECTION

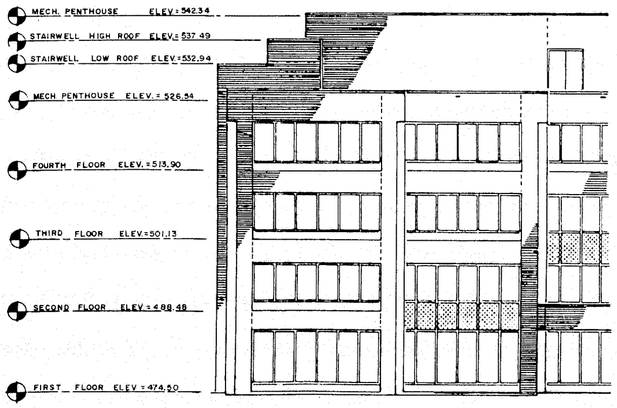


TYPICAL UNLESS SHOWN AS BELOW



DIMENSIONING DETAIL





BUILDING ELEVATION

NOTES

1). MEASUREMENTS SHOWN REFLECT DIMENSIONS AS SHOWN BELOW:-
   A. EXTERIOR WALL, TO OR FROM INTERIOR FACE OF GLAZING.
   B. INTERIOR WALL, TO OR FROM CENTERLINE OF WALL.

2). FOR EXTERIOR BUILDING DIMENSIONS SEE SHEET 2 OF 7

LEGEND

GENERAL COMMON ELEMENT

COLUMN

0 5 10 20 40 60
SCALE: 1" = 20'-0"

SECOND FLOOR

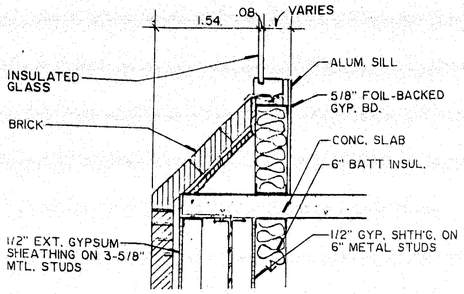
2201 MEDICAL PLAZA

HCA REALTY, INC.
ONE PARK PLAZA
NASHVILLE, TN 37202

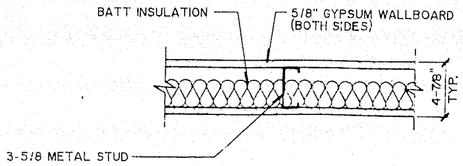
CITY OF NASHVILLE, DAVIDSON CO., TENNESSEE

CESP, INC.
CONSTRUCTION ADMINISTRATION · ENGINEERING · SURVEYING · PLANNING
2148 BELCOURT AVENUE NASHVILLE, TENNESSEE 37212

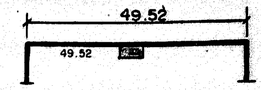
SHEET NO. 4 of 7



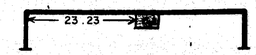
EXTERIOR WALL SECTION



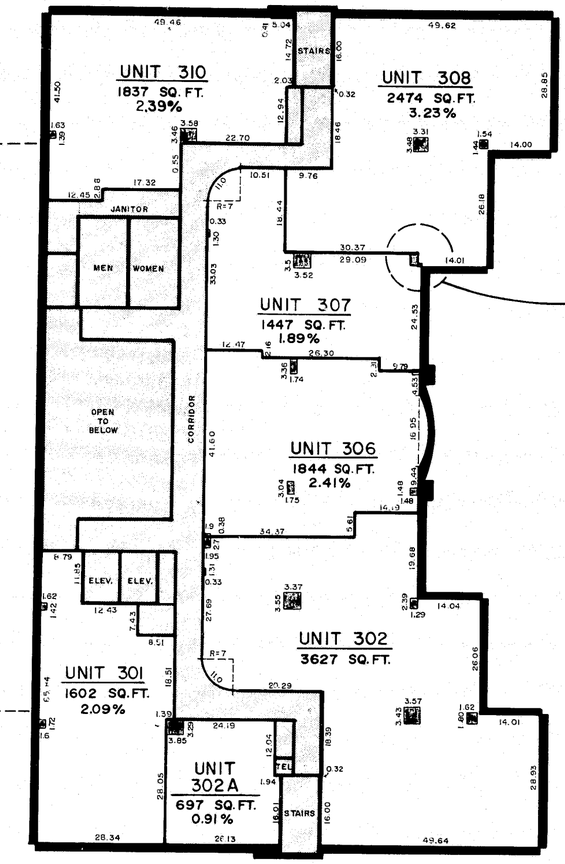
INTERIOR WALL SECTION

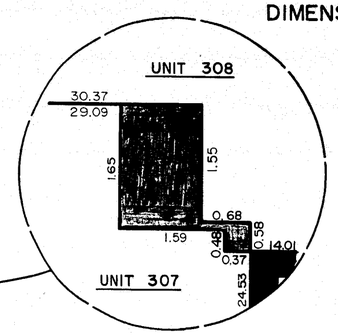


TYPICAL UNLESS SHOWN AS BELOW



DIMENSIONING DETAIL





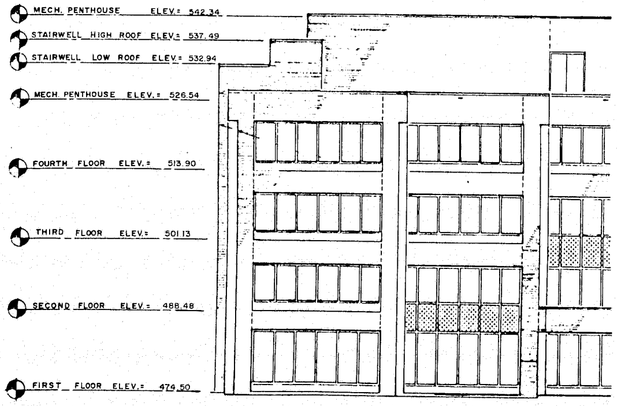
LEGEND

- GENERAL COMMON ELEMENT
- COLUMN

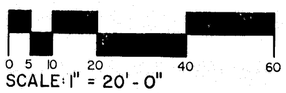
NOTES

1). MEASUREMENTS SHOWN REFLECT DIMENSIONS AS SHOWN BELOW:
   A. EXTERIOR WALL, TO OR FROM INTERIOR FACE OF GLAZING.
   B. INTERIOR WALL: TO OR FROM CENTERLINE OF WALL

2). FOR EXTERIOR BUILDING DIMENSIONS SEE SHEET 2 OF 7



BUILDING ELEVATION



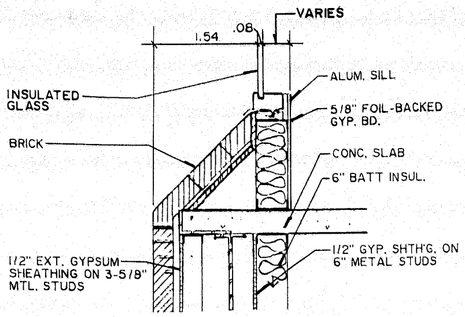
THIRD FLOOR

2201 MEDICAL PLAZA

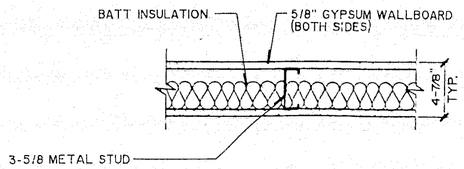
HCA REALTY, INC.
ONE PARK PLAZA
NASHVILLE, TN 37202

CITY OF NASHVILLE, DAVIDSON CO., TENNESSEE

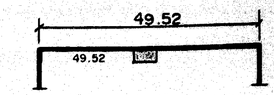
CESP, INC.
CONSTRUCTION ADMINISTRATION · ENGINEERING · SURVEYING · PLANNING
2148 BELCOURT AVENUE NASHVILLE, TENNESSEE 37212



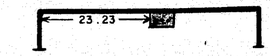
EXTERIOR WALL SECTION



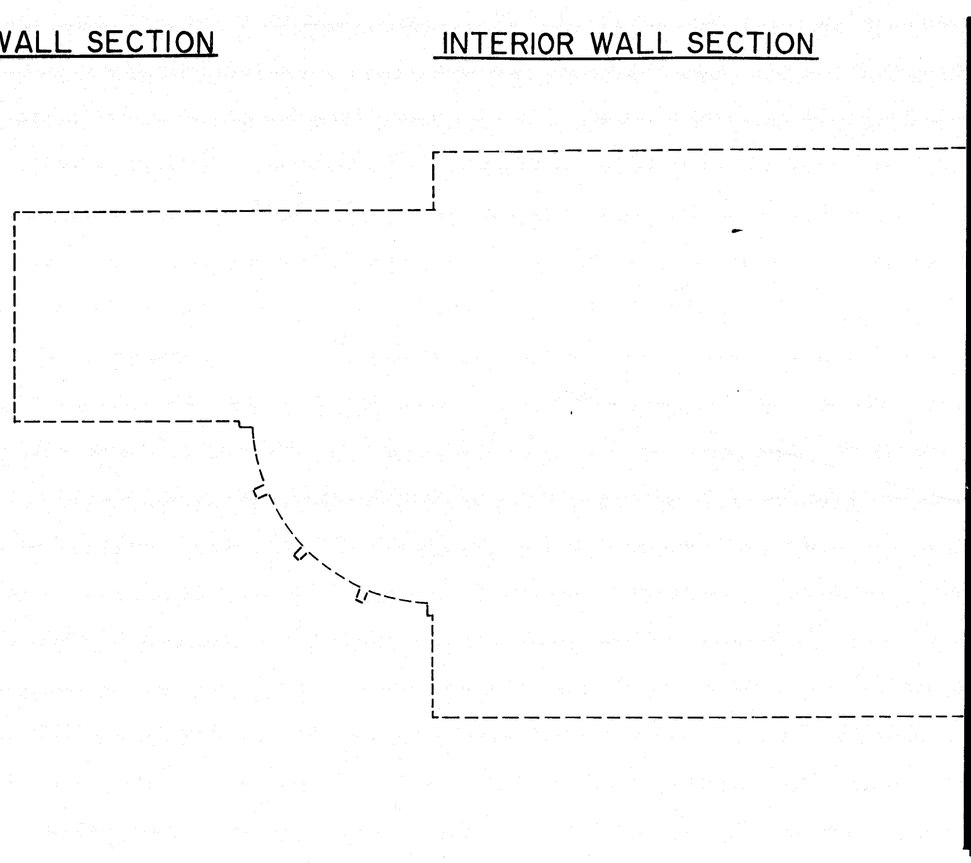
INTERIOR WALL SECTION

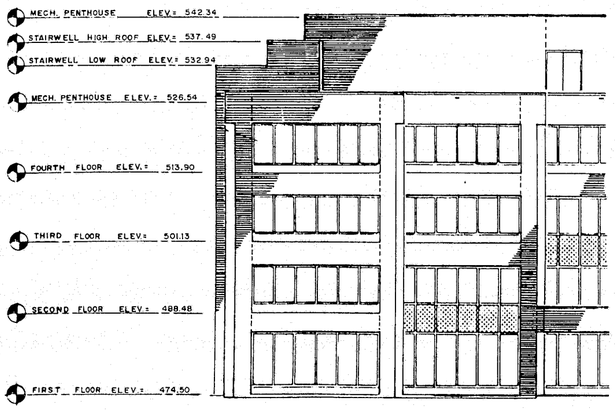


TYPICAL UNLESS SHOWN AS BELOW



DIMENSIONING DETAIL





BUILDING ELEVATION

LEGEND

- GENERAL COMMON ELEMENT
- COLUMN

NOTES

1). MEASUREMENTS SHOWN REFLECT DIMENSIONS AS SHOWN BELOW.-
   A. EXTERIOR WALL, TO OR FROM INTERIOR FACE OF GLAZING.
   B. INTERIOR WALL, TO OR FROM CENTERLINE OF WALL

2). FOR EXTERIOR BUILDING DIMENSIONS SEE SHEET 2 OF 7

0 5 10 20 40 60
SCALE: 1" = 20'-0"

FOURTH FLOOR

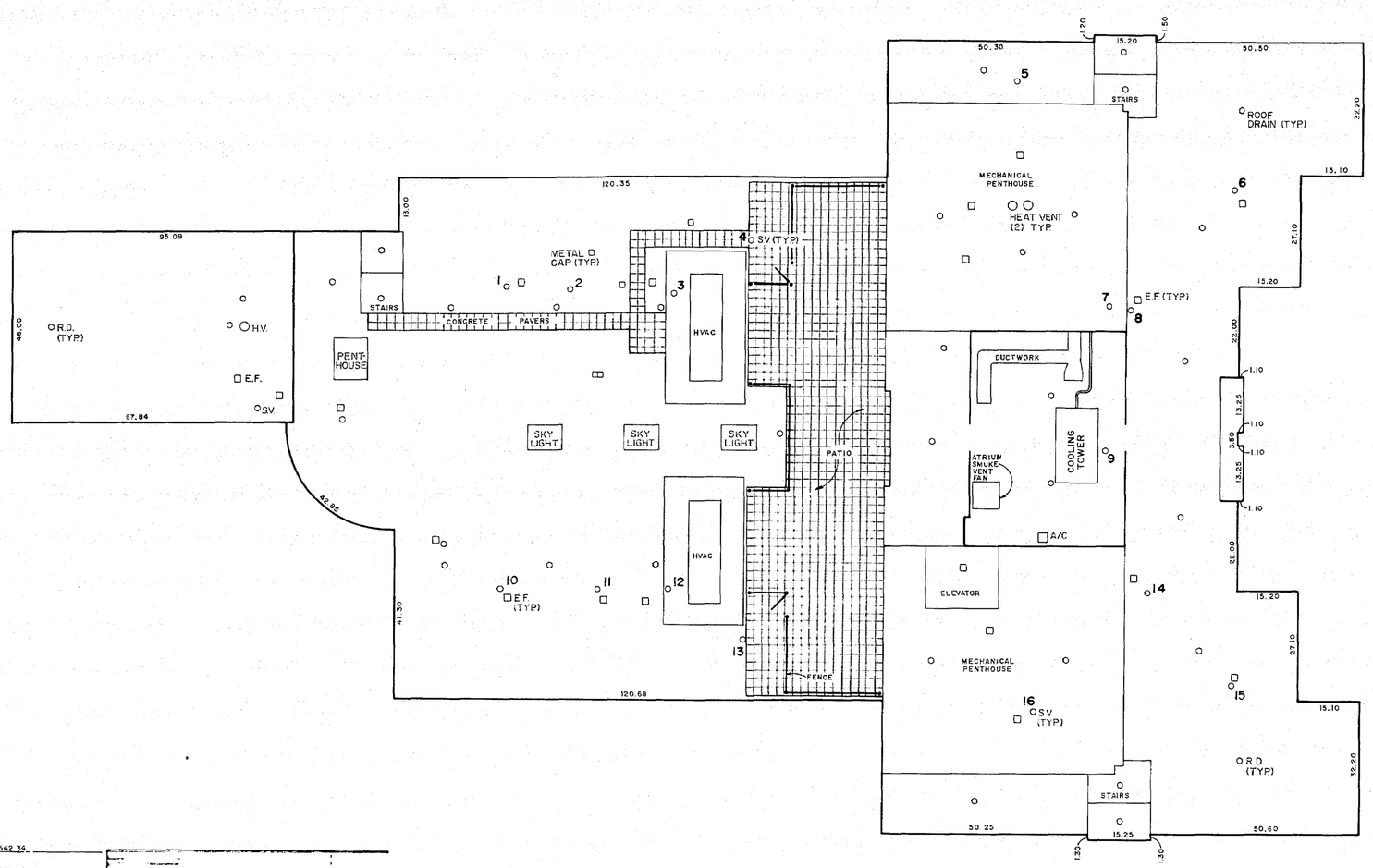
2201 MEDICAL PLAZA

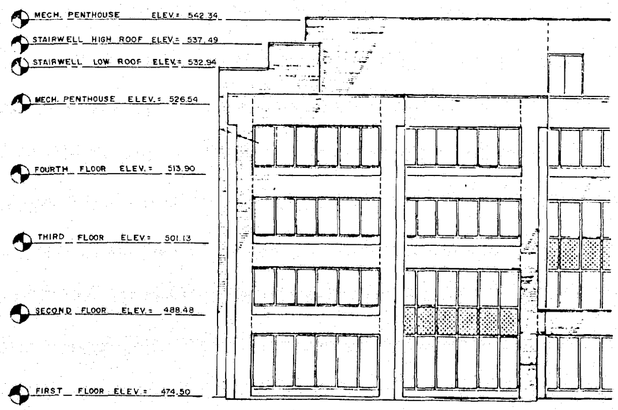
HCA REALTY, INC.
ONE PARK PLAZA
NASHVILLE, TN 37202

CITY OF NASHVILLE, DAVIDSON CO., TENN.

CESP, INC.
CONSTRUCTION ADMINISTRATION · ENGINEERING · SURVEYING · PLANNING
2140 BELCOURT AVENUE NASHVILLE, TENNESSEE

SHEET NO. 6.0





BUILDING ELEVATION

ROOF NOTES

1. ROOF DRAINS ARE GENERAL COMMON ELEMENTS
2. EXHAUST FANS ARE GENERAL COMMON ELEMENTS
3. STAIRS ARE GENERAL COMMON ELEMENTS
4. ELEVATOR IS GENERAL COMMON ELEMENT
5. COOLING TOWER IS GENERAL COMMON ELEMENT
6. HVAC SYSTEMS ARE GENERAL COMMON ELEMENTS
7. HEAT VENTS ARE GENERAL COMMON ELEMENTS
8. SKY LIGHTS ARE GENERAL COMMON ELEMENTS
9. ATRIUM SMOKE VENT FAN IS A GENERAL COMMON ELEMENT
10. PATIO IS GENERAL COMMON ELEMENT
11. VENTS THROUGH ROOF ARE LIMITED COMMON ELEMENTS AND ARE AS FOLLOWS

1	UNIT 115, 210
2	UNIT 115
3	UNIT 115, 215
4	UNIT 115, 215
5	UNIT 115, 310, 410
6	UNIT 115A, 201, 308, 409
7	UNIT 102, 201, 307, 409
8	UNIT 102, 201, 307, 409
9	UNIT 201, 306, 409
10	UNIT 105, 209
11	UNIT 105, 207
12	UNIT 105, 207
13	UNIT 105, 205
14	UNIT 101, 201, 302, 409
15	UNIT 103, 201, 202, 302, 403
16	UNIT 104, 206, 301, 302A, 401

12. ROOF AREA IS GENERAL COMMON ELEMENT WITH LIMITED COMMON ELEMENTS AS INDICATED ABOVE.

LEGEND

- □E.F. EXHAUST FAN
- ○R.D. ROOF DRAIN
- ○S.V. VENT THROUGH ROOF (WASTE)

0 5 10 20 40 60
SCALE: 1" = 20'-0"

ROOF PLAN

2201 MEDICAL PLAZA

HCA REALTY, INC.
ONE PARK PLAZA
NASHVILLE, TN 37202

CITY OF NASHVILLE, DAVIDSON CO., TENNESSEE

CESP, INC.
CONSTRUCTION ADMINISTRATION · ENGINEERING · SURVEYING · PLANNING
2146 GELCOURT AVENUE NASHVILLE, TENNESSEE 37215

SHEET 7 OF