This instrument prepared by:
John N. Popham
Tune, Entrekin & White
21st Floor, First American Center
Nashville, TN 37238

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MASTER DEED AND BYLAWS

FOR

FOREST POINTE CONDOMINIUM

THIS MASTER DEED AND BYLAWS made and entered into by **FOX RIDGE HOMES, INC.**, a corporation, (hereinafter referred to as "Developer");

W I T N E S S E T H:

WHEREAS, Developer is the owner in fee simple of certain unimproved real property located in Davidson County, Tennessee, and more particularly described on the plat of Resubdivision of Lot 69, Forest View Park South, of record in Plat Book 6900, page 871, Register's Office for Davidson County, Tennessee, a copy of which is attached hereto as Exhibit A (the "Entire Tract"); and,

WHEREAS, Developer desires to develop all or part of the Entire Tract as a residential community and to establish, develop and construct thereon one or more condominium projects, single family residential developments, multi-family apartment projects or any mixture thereof; and,

WHEREAS, Developer desires to establish for its own benefit and for the benefit of all future owners and occupants of the Entire Tract or any part thereof, certain rights, privileges and easements in, over and upon the Entire Tract, and, to this end desires to ultimately subject all or part of the Entire Tract to certain mutually beneficial covenants, restrictions, easements, charges and liens, for the purpose of enhancing and perfecting the value, desirability and attractiveness of the Entire Tract, or any part thereof; and,

WHEREAS, Developer presently desires to submit a portion of the Entire Tract, together with all buildings, structures, improvements and other permanent fixtures of whatsoever kind thereon, and all rights and privileges belonging or in anywise pertaining thereto, to the provisions of the Horizontal Property Act of the State of Tennessee in order to establish and construct thereon a horizontal property regime to be known as

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"Forest Pointe Condominium", consisting of twenty (20) residential dwellings (hereianfter defined and referred to as "Units") located in five (5) structures (hereinafter defined and referred to as "Buildings") together with certain streets, driveways, walkways, amenities and other improvements, all as shown on the Plan (as hereinafter defined); and,

WHEREAS, Developer further desires to establish for its own benefit, and for the mutual benefit of all future owners or occupants of said horizontal property regime or any part thereof, certain rights, easements and privileges in, over and upon the said premises, and certain mutually beneficial restrictions and obligations with respect to the proper use, conduct and maintenance thereof, for the purpose of enhancing and perfecting the value, desirability and attractiveness of said horizontal property regime; and,

WHEREAS, Developer intends to reserve the right, but shall not be obligated, to expand the horizontal property regime established hereby in accordance with the general development plan of Forest Pointe by submitting additional portions of the Entire Tract, together with all buildings, structures, improvements and other permanent fixtures of whatever kind thereon, to the provisions, rights, easements, privileges, restrictions and obligations of this Master Deed and Bylaws, so that as a result the horizontal property regime may ultimately contain up to a total of one hundred (100) Units.

NOW, THEREFORE, for the purposes set forth above, Developer hereby declares as follows:

1. Definitions. As used herein, unless the context otherwise requires:

(a) "Act" means the "Horizontal Property Act" of the State of Tennessee (Tennessee Code Annotated, Section 66-27-101, et seq.), as the same may be from time to time amended.

(b) "Association" means Forest Pointe Homeowners' Association, a Tennessee not-for-profit corporation.

(c) "Board" means the Board of Directors of Forest Pointe Homeowners' Association.

(d) "Building" shall mean the a building located on the Parcel and forming a part of the Property and containing the Units. When more than one building is located on the Parcel, then the word "Building" shall be used in the plural context. The "Building" or "Buildings" are delineated on the Plan.

(e) "By-Laws" means the By-Laws of the Association attached hereto as Exhibit D and made a part hereof, as amended from time to time. For purposes of the Act, all provisions contained in the body of this Master Deed dealing with the administration and maintenance of the Property, or other matters which the Act provides are to be dealt with by the By-Laws, shall be deemed to be part of the By-Laws.

(f) "Common Elements" means all of the Property except for the Units, and, without limiting the generality of the foregoing, shall include the following:

(1) The Parcel;

(2) All foundations, bearing walls and columns, roofs, halls, lobbies, stairways, and entrances and exits or communication ways;

(3) All basements, flat roofs, yards and gardens except as otherwise herein provided or stipulated;

(4) All compartments or installations of central services such as power, light, gas, cold and hot water, refrigeration, reservoirs, water tanks and pumps, swimming pools, and the like;

(5) All storage areas, laundry rooms, garbage incinerators and, in general, all devices or installations existing for the common use and benefit of the Unit Owners;

(6) All swimming pools, club rooms, guest apartments, and recreational facilities existing on the Parcel for the common use and benefit of the Unit Owners;

(7) All carports and parking areas;

(8) All roads, driveways, walkways, sidewalks, trails, paths, entrances and exits for ingress and egress to and from, over and across, the Parcel and to and from the Units; provided, however, that the term "roads" as used herein shall mean and refer only to private roads serving the Parcel and not to any roads that have been publicly dedicated to and accepted by any governmental body;

(9) All utility lines, pipes, ducts, wiring and conduits (except those located entirely within a Unit and serving only such Unit);

(10) Any common walls or fences;

(11) Any premises for the lodging of custodians or other persons in charge of the maintenance and upkeep of the Building and the Property in general; and

(12) All other elements of any Building desirable or rationally of common use or necessary to its existence, upkeep and safety; and

(13) Generally, all devices, improvements, structures, installations or any other part of the Property rationally of common use or necessary to the existence, upkeep and safety of the horizontal property regime established by this Master Deed.

(g) "Master Deed" means this instrument by which the Property is submitted to the provisions of the Act, as hereinafter provided, and such Master Deed as amended from time to time.

(h) "Developer" means Fox Ridge Homes, Inc., a corporation, its successors and assigns, provided such successors and assigns are designated in writing by Developer as a successor or assign of the rights of Developer set forth herein.

(i) "Development Period" means the period of time commencing on the date of the recording of this Master Deed and ending on the day that is the earlier to occur of (i) the day that is one hundred twenty (120) days after the date on which at least seventy-five percent (75%) of the total number of Units contained within the horizontal property regime established hereby, as may be from time to time expanded, have been conveyed to the initial purchaser thereof by Developer, or (ii) the day that is seven (7) years after the first conveyance of a Unit to the initial purchaser thereof by Developer, or (iii) any date prior to the dates specified in clauses (i) and (ii) of this sentence on which Developer, in its sole discretion, elects to terminate the Development Period by calling the First Annual Meeting (as defined by the Bylaws).

(j) "Delinquency Interest Rate" shall mean an annual interest rate equal to two percentage points (2%) in excess of the "Prime Rate" from time to time established in the money rates section of the Wall Street Journal, which rate as published on the last publication date in any month shall be deemed to be the appropriate reference rate for the next succeeding month; provided, however, that in no event shall the Delinquency Interest Rate exceed the maximum contract rate of interest from time to time allowed to be charged under applicable law. Should the Wall Street Journal cease the publication of its "Prime Rate", the Board shall designate a comparable reference rate.

(k) "Entire Tract" shall mean the real property shown and described on Exhibit A attached hereto.

(l) "Institutional Lender" means any bank, mortgage banker, savings and loan association or other financial institution or pension fund, which is the record owner of a first mortgage loan which encumbers any Unit, or any holder, insurer or guarantor of such a first mortgage loan.

(m) "Limited Common Elements" means all Common Elements contiguous to and serving exclusively a single Unit, or one or more adjoining Units, as an inseparable appurtenance thereto, the enjoyment, benefit or use of which is reserved exclusively to the lawful Occupants of such Unit or Units either in this Master Deed, on the Plan, or by the Board. Without limiting the generality of the foregoing, Limited Common Elements shall include, but shall not be limited to, the separate furnace, air conditioner, and water heater located within or adjacent to a Unit or adjoining Units and servicing only such Unit or Units; pipes, ducts, wiring and conduits located entirely within a Unit or adjoining Units and serving only such Unit or Units; any balcony, terrace, stoop, patio, or fenced-in yard area to which there is direct access from the interior of an appurtenant Unit or Units, and any fencing enclosing such balcony, terrace, stoop, patio or yard area; and, such portions of the perimeter walls, floors, ceilings, doors, vestibules, windows, screens and entryways, and any other fixtures and structures designed to serve a single Unit or adjoining Units but located outside the boundaries of such Unit or Units.

(n) "Occupant" means a person or persons in possession of a Unit, regardless of whether said person is a Unit Owner.

(o) "Parcel" means the parcel or tract of real estate described on Exhibit "B", which is attached to this Master Deed and made a part hereof, and which is being submitted hereby to the provisions of this Master Deed and the Act, together with such other parcels or tracts of real estate as may be submitted to this Master Deed and the provisions of the Act pursuant to the Developer's right to expand the horizontal property regime established hereby as set forth in paragraph 32, below.

(p) "Person" or "person" means a natural individual, corporation, partnership, trustee or other legal entity capable of holding title to real property.

(q) "Plan" means the plan or survey of the Parcel presently submitted to this Master Deed and the provisions of the Act which is attached hereto as Exhibit "C" and made a part hereof, and which shows the number and location of each Unit, together with such other plans or surveys as may be submitted to this Master Deed and the provisions of the Act pursuant to the Developer's right to expand the horizontal property regime established hereby as set forth in paragraph 32, below. Each Plan shall show the location of the Buildings and provide information as to the number, location, area, dimensions and other data necessary for identification of each Unit. No dedication to the public is intended by the recording of any Plan with this Master Deed.

(r) "Property" means all the land, property and space comprising the Parcel, and all improvements and structures erected, constructed or contained therein or thereon, including all Buildings and the Units contained therein and all easements, rights and appurtenances belonging to the Units, and also including all improvements, structures, fixtures, furnishings and equipment intended for the mutual use, benefit or enjoyment of Unit Owners, submitted to the provisions of this Master Deed and the Act, together with such additional Property as may be submitted to this Master Deed and the provisions of the Act pursuant to the Developer's right to expand the horizontal property regime established hereby as provided by paragraph 32, below.

(s) To "record" or "recording" means the recording of an instrument in the Register's Office for Davidson County, Tennessee.

(t) "Rules and Regulations" means rules and regulations concerning the use of the Units and the Common Elements, as adopted from time to time by the Board in accordance with the Master Deed and By-Laws.

(u) "Unit" means an enclosed space consisting of one or more rooms occupying all or part of a floor or floors in a Building, which enclosed space is not owned in common with the Unit Owners of other Units. The boundaries of each Unit shall be and are the unfinished interior surfaces of its perimeter walls, floors and ceilings, and a Unit includes both the portion of the Building so described and the air space so encompassed, excepting any Common Elements. All lath, furring, wall board, plaster board, plaster, paneling, tiles, wallpaper, paint, carpet, windows, exterior doors, finished flooring and any other materials constituting any part of the finished surfaces of the perimeter walls, floors and ceilings of a Unit are part of that Unit, and all other portions of the walls, floors and ceilings are a part of the Common Elements. Any Unit may be jointly or commonly owned by more than one person. It is intended that the term "Unit" as used in this Master Deed shall have the same meaning as the term "Apartment" as used in the Act.

(v) "Unit Owner" means the person or persons whose estates or interests, individually or collectively, aggregate fee simple ownership of a Unit and of the undivided percentage interest in the Common Elements appurtenant thereto, and shall be deemed the same as "co-owner" under the Act, but "Unit Owner" shall not mean the Mortgagee or Beneficiary of a recorded mortgage or deed of trust who holds a lien solely for security purposes and does not have possession of the Unit. Unless specifically provided otherwise herein, Developer shall be deemed a Unit Owner so long as it is the legal title holder of any Unit.

2. Submission of Property to the Act. Developer, as the legal title holder in fee simple of the Parcel, does hereby submit and subject the Property to the provisions of the Horizontal Property Act of the State of Tennessee and this Master Deed, and does hereby establish a horizontal property regime to be known as FOREST POINTE CONDOMINIUM, which horizontal property regime may be expanded pursuant to the terms of paragraph 32 hereof.

3. Plan. The Plan shows the location of the Buildings and sets forth the numbers, areas, dimensions and location of each Unit and other data necessary for their identification.

4. Units. Each Unit is numbered as shown on the Plan and the legal description of each Unit shall consist of the identifying number or symbol of each Unit as shown on the Plan. Every deed, lease, mortgage, deed of trust, or other instrument shall legally describe a Unit by its identifying number as shown on the Plan and every description shall be deemed good and sufficient for all purposes, as provided in the Act. Except as provided by the Act, no Unit Owner shall, by deed, plan, court decree or otherwise, subdivide or in any other manner cause his Unit to be separated into any tracts or parcels different from the whole Unit as shown on the Plan. The initial number of Units created and established by this Master Deed shall be twenty (20), as numbered and located on the Plan attached hereto as Exhibit C. The total number of Units contained within the horizontal property regime established hereby may be increased from time to time by amendment to this Master Deed, or as a result of the exercise by Developer of its right to expand the horizontal property regime, up to a total of one hundred (100) Units; provided, however, that nothing contained herein shall be deemed to obligate the Developer to so increase the total number of Units, or be a warranty or representation that Developer shall do so, such right being at Developer's sole and absolute discretion.

5. Association of Unit Owners and Administration and Operation of the Property.

(a) Homeowners' Association. There has been or will be formed an Association having the name "FOREST POINTE HOMEOWNERS' ASSOCIATION", a Tennessee not-for-profit corporation, which Association shall be the governing body for all Unit Owners, and shall be operated to provide for the maintenance, repair, replacement, administration, operation and care of the Property, as provided in the Act, this Master Deed and the By-Laws. The By-Laws for the Association shall be the By-Laws attached to this Master Deed as Exhibit D and made a part hereof. The Board of Directors of the Association shall be elected and serve in accordance with the provisions of the By-Laws. The fiscal year of the Association shall be determined by the Board, and may be changed from time to time as the Board deems advisable. The Association shall not be deemed to be conducting a business of any kind. All activities undertaken by the Association shall be for the sole benefit of the Unit Owners, and all

funds received by the Association shall be held and applied by it for the use and benefit of Unit Owners, in accordance with the provisions of this Declaration and By-Laws. A Unit Owner's membership shall automatically terminate when he ceases to be a Unit Owner. Upon the conveyance or transfer of a Unit Owner's ownership interest to a new Unit Owner, the new Unit Owner shall simultaneously succeed to the former Unit Owner's membership in the Association.

(b) Voting Rights. During the Development Period, the Association shall have two (2) classes of voting membership:

(i) Class A. Class A members shall be all Unit Owners, with the exception of the Developer, and shall be entitled to one (1) vote for each Unit owned.

(ii) Class B. The Class B member shall be the Developer who shall be entitled to three (3) votes for each Unit owned.

(iii) Upon the expiration or termination of the Development Period, said Class B membership shall be converted to Class A membership and thereafter the Association shall have one class of voting membership, with each Unit Owner, including the Developer, being entitled to one (1) vote for each Unit owned.

(iv) When more than one person holds an ownership interest in any one (1) Unit, all such persons shall be members of the Association and the vote for such Unit shall be as they determine, but in no event shall more than the votes set forth above be cast with respect to such Unit.

(c) Management of Property. The Board shall have the authority to engage the services of an agent (herein sometimes referred to as the "Managing Agent") to maintain, repair, replace, administer and operate the Property, or any part thereof, to the extent deemed advisable by the Board, subject to the provisions of subparagraph (d) below. The Board shall require that such Managing Agent have fidelity bond coverage on its employees handling Association funds. The cost of such services shall be a common expense, as defined in paragraph 9, below.

(d) Initial Management Contract. Prior to the appointment of the First Board as provided in the Bylaws, the Developer, on behalf of the Association, may employ a management corporation to act as Managing Agent for the Property; provided, however, that such contract may be terminated without penalty at any time, at will,

upon not more than ninety (90) days' notice, and for cause at any time upon not more than thirty (30) days' notice to such Managing Agent and shall not be of a duration in excess of one (1) year.

(e) Non-Liability of Directors, Board, Officers and Developer. To the extent permitted by law, neither the directors, the Board, officers of the Association, nor the Developer shall be personally liable to Unit Owners for any mistake of judgment or for any other acts or omissions of any nature whatsoever as such directors, Board, officers, or Developer, except for any acts or omissions found by a court to constitute gross negligence or actual fraud. Unit Owners shall indemnify and hold harmless each of the directors, the Board, the officers, or the Developer, and their respective heirs, executors, administrators, successors and assigns in accordance with the provisions of Article VII of the By-Laws.

6. Ownership of the Common Elements. Each Unit is hereby allocated an undivided percentage interest in the Common Elements, which percentage shall be the result of a fraction, the numerator of which shall be equal to the number one and the denominator of which is the total number of Units shown on the Plan. Said ownership interest in the Common Elements shall be an undivided interest, and the Common Elements shall be owned by the Unit Owners as tenants in common in accordance with the percentage of interest allocated to each Unit. The percentage of interest in the Common Elements allocated to each Unit at the time of recordation of this Master Deed is as shown on Exhibit "E" attached hereto and made a part hereof. The assigned percentages of ownership interest set forth on Exhibit "E" shall remain constant unless hereafter changed in case of expansion of the horizontal property regime by the Developer as provided in paragraph 32, below, by recorded amendment to this Master Deed consented to in writing by Unit Owners in accordance with paragraph 20 hereof, or as otherwise provided in this Master Deed. The ownership of a Unit shall not be conveyed separate from the undivided ownership in the Common Elements appurtenant to such Unit. The undivided interest in the Common Elements appurtenant to any Unit shall be deemed conveyed or encumbered with that Unit, even though the legal description in the instrument conveying or encumbering such Unit may refer only to the fee title to that Unit. The Common Elements shall remain undivided and shall not be the subject of an action for partition.

7. Use of the Common Elements; Exclusive Use of Limited Common Elements. Each and every Unit Owner shall have the right and easement to use the Common Elements (except the Limited Common Elements and portions of the Property subject to leases made by or assigned to the Board) in common with all other Unit Owners, and as may be required for the purposes of access, ingress to, egress from, use, occupancy and enjoyment of the respective Unit owned by such Unit Owner. Such right to use the Common Elements shall extend not only to each Unit Owner, but also to his agent, servants, tenants, family members, customers, invitees and licensees. Each Unit Owner shall have the sole and exclusive right and easement to the use and enjoyment of the

Limited Common Elements serving such Unit alone and adjoining Unit Owners shall have, together and exclusive of any other Unit Owners, the right and easement to the use and enjoyment of the Limited Common Elements serving such adjoining Units. Such rights to use the Common Elements and the Limited Common Elements shall be subject to and governed by the provisions of the Act, this Master Deed, the By-Laws, and the Rules and Regulations from time to time adopted and approved by the Association. In addition, the Association shall have the authority to lease, grant concessions or grant easements with respect to parts of the Common Elements, subject to the provisions of this Master Deed and By-Laws. All income derived by the Association from leases, concessions or other sources shall be held and used for the benefit of the members of the Association, pursuant to such rules, resolutions and regulations as the Board may adopt or prescribe. Parking spaces, carports and storage areas on the Property shall be part of the Common Elements and may be allocated and reallocated, from time to time, to the respective Unit Owners by the Board, and shall be used by such Unit Owners subject to the Rules and Regulations of the Association, and parking spaces, carports, and storage areas not so used by Unit Owners may be rented as otherwise used in such a manner as the Board may prescribe. A Unit Owner's right to use an allocated parking space, carport or storage area shall be appurtenant to his ownership interest in his Unit and shall terminate upon his conveyance of title to his Unit.

8. Board's Determination Binding. In the event of any dispute or disagreement between any Unit Owners relating to the Property, or any questions of interpretation or application of the provisions of the Master Deed or Bylaws, the determination thereof by the Board shall be final and binding on each and all such Unit Owners.

9. Assessment by the Association for Common Expenses; Lien of Assessments; Reserve Fund. Each Unit Owner, by acceptance of a deed therefor, is deemed to covenant and shall pay his proportionate share of the expense of the administration and operation of the Common Elements and of any other expenses incurred in conformance with this Master Deed and By-Laws (which expenses are herein sometimes referred to as "common expenses") including, but not limited to, the maintenance and repair of the Common Elements and any and all replacements and additions thereto. Except for its responsibilities as a Unit Owner, as provided herein, Developer shall not have any responsibility for the maintenance, repair or replacement of any part of the Common Elements after the date this Master Deed is recorded; provided, however, in the event Developer expends any of its own funds for the repair, replacement or maintenance of any of the Common Elements, Developer shall be entitled to a credit for such sums against any common expenses Developer might be required to pay by virtue of being a Unit Owner. Except as to Units owned by the Developer, commencing with the date of ownership of his Unit each Unit Owner shall be responsible for paying common expenses in the same proportion as his percentage of ownership in the Common Elements. Assessments for the payment of common expenses shall be in such amounts and shall be payable at such times as determined in the manner provided in the By-Laws. No Unit Owner shall be exempt from payment of his proportionate share of the common expenses by waiver or nonuse of enjoyment of the Common Elements or Limited Common Elements or by abandonment of his Unit.

During the Development Period, Developer shall not be required to pay any assessments for common expenses in respect of Units owned by Developer; provided, however, that subsequent to the date of recording of this Master Deed but prior to the expiration or termination of the Development Period, Developer shall fund any deficit in the operations of the Association after application of available funds from assessments for comon expenses in respect of Units previously sold. After the expiration or termination of the Development Period, the liability of Developer for payment of assessments for common expenses in respect of Units owned by it shall not exceed an aggregate amount equal to the lesser of (i) the amount of the assessments for such Units as such assessments accrue and become payable, which shall commence when such Units are completed and ready for occupancy, or (ii) the amount necessary from time to time to fund any deficit in the operations of the Association after application of available funds from assessments for common expenses in respect of Units previously sold. Provided, however, that Developer will not be obligated to pay any operating fund deficiencies that are due to non-payment of assessments by Unit Owners other than the Developer and nothing contained in this paragraph shall be deemed to relieve or release any Unit Owner from the obligation of that Unit Owner to pay that Unit Owner's share of the assessments for common expenses.

If any Unit Owner shall fail to make such payment of assessments for common expenses when due, the amount thereof, together with any reasonable late charge established by the Board and together with interest at the Delinquency Interest Rate, from and after said assessments become due and payable, together with reasonable attorney's fees and costs incurred by the Association in the collection thereof or the enforcement of the lien herein provided, shall constitute a continuing lien on the interest of such Unit Owner in the Unit and its percentage interest in the Common Elements against which the assessment is made, as provided in the Act. Each Unit Owner shall be personally liable for his portion of each assessment made while he is the owner of a Unit. The Association may bring an action at law against the Unit Owner personally obligated to pay the same, or foreclose the lien against the Unit and there shall be added to the amount of such assessment the costs, including reasonable attorneys fees, of bringing such action or foreclosure. Except as provided herein, the lien for non-payment of common expenses shall not be affected by any sale or transfer of the Unit and any sale or transfer of a Unit shall be subject to any such lien, and if the same is not paid by the owner thereof prior to any sale or transfer shall remain a lien against the Unit and shall be payable by the new Unit Owner thereof.

An adequate reserve fund for the maintenance, repair and replacement of items to be maintained, repaired or replaced by the Association pursuant to this Master Deed and the Bylaws shall be established and funded by the regular monthly assessments. In order to assist the funding and establishment of this reserve fund, two (2) months' monthly assessments, to be held in said reserve fund, shall be collected at the closing of the purchase of a Unit.

10. Mortgages; Mortgage and Deed of Trust Protection. Each Unit Owner shall have the right, subject to the provisions herein, to mortgage his Unit together with his

respective ownership interest in the Common Elements. No Unit Owner shall have the right or authority to make or create, or cause to be made or created, from the date hereof, any mortgage deed of trust or other lien on or affecting the Property or any part thereof, except to the extent of his own Unit and its respective percentage interest in the Common Elements.

The lien for assessments payable by a Unit Owner shall be subordinate to the lien of a recorded first mortgage or deed of trust on the Unit of such Unit Owner and its corresponding percentage in the Common Elements, except for the amount of the proportionate share of common expenses which become due and payable from and after the date on which the mortgagee or beneficiary thereunder either takes possession of the Unit encumbered thereby, accepts a conveyance of any interest therein (other than as security) or forecloses its mortgage or deed of trust. This paragraph shall not be amended, changed, modified or rescinded without the prior written consent of all recorded first mortgagees of Units or the beneficiaries thereunder of record.

Any delinquent common expense assessments that are extinguished by virtue of the foreclosure of, or other exercise of remedies under, any such mortgage or deed of trust may be reallocated by the Board and assessed equally to all of the Units as a common expense.

11. Separate Real Estate Taxes and Utility Assessments. Real estate taxes shall be separately taxed to each Unit Owner for his Unit and its corresponding percentage interest in the Common Elements, as provided in the Act. In the event that such taxes for any year are not separately taxed to each Unit Owner, but rather are taxed on the Property as a whole, then each Unit Owner shall pay his proportionate share thereof in accordance with his respective percentage of ownership interest in the Common Elements, and, in said event, such taxes shall be a common expense.

Utility charges for Units shall be assessed to and shall constitute the sole responsibility of the respective Unit Owners thereof. In the event that any utility services are not separately metered, each of the Unit Owners served thereby shall pay his proportionate share of the charges for such services in accordance with his respective percentage of ownership interest in the Common Elements.

12. Association Insurance; Damage or Destruction; Reconstruction. The Board shall have the authority to and shall obtain insurance for the Property (exclusive of the additions within, improvements to and decoration of the Units or Limited Common Elements by the Unit Owners) against loss or damage by fire, vandalism, malicious mischief and such other hazards as are covered under standard extended coverage provisions for the full insurable replacement cost of the Common Elements, the Buildings and the Units, and against such other hazards and for such amounts as the Board may deem advisable. Insurable replacement cost shall be deemed the cost of restoring the Common Elements, the Buildings, the Units, or any part thereof, to substantially the same condition in which they existed prior to damage or destruction. Such insurance coverage shall be written in the name of, and the proceeds thereof shall be payable to, the Board,

as the trustee for each of the Unit Owners, in direct ratio to said Unit Owners respective percentage of ownership interest in the Common Elements, as set forth in the Master Deed, and for the holders of mortgages on each Unit, if any, and shall include a standard mortgage clause or equivalent endorsement. The policy of insurance shall provide that it may not be cancelled or substantially modified without at least thirty (30) days written notice to the Association and each of the mortgagees listed in the book entitled "Mortgages of Units" as must be established pursuant to the By-Laws. The policy of insurance shall be a "blanket" or "master" type of policy and should also contain, if possible, a waiver of subrogation rights by the insurer against individual Unit Owners. The premiums for such insurance shall be a common expense payable in accordance with paragraph 9 above; provided, however, at the option of the Board, and upon written notice to all Unit Owners, premiums for such insurance shall be separately billed to each Unit Owner for his Unit and his corresponding percentage of ownership in the Common Elements.

Except as otherwise provided in this paragraph 12, in the event of damage to or destruction of any Units, Buildings or the Common Elements as a result of fire or other casualty covered by insurance proceeds, the Board shall, in its sole and absolute discretion, determine and, without intervention of any Unit Owner, arrange for the prompt repair, restoration and reconstruction of the damaged portion of such Units, Buildings and Common Elements substantially in accordance with the original plans and specifications therefore. Where the insurance indemnity is insufficient to cover the cost of such repairs, restoration and reconstruction, the deficit shall be paid by all Unit Owners directly affected by the damage or destruction, in a fair proportion deemed by the Board in its absolute discretion. In its absolute discretion, the Board shall determine which Unit Owners are "directly affected" by the damage or destruction, as long as its determination bears a reasonable relation to actual events. The Board shall not be responsible for the repair, replacement or restoration of any improvements, betterments, wall, ceiling or floor decorations or covering, furniture, furnishings, fixtures, appliances or equipment installed in a Unit by Unit Owner or Occupant unless insurance therefore is specifically provided for in the insurance policy obtained by the Board.

Repair, restoration and reconstruction shall not be compulsory where the whole or more than two-thirds (2/3) of all of the Buildings and the Common Elements are destroyed or damaged by fire or other casualty, as determined by the Board. In such case, and unless otherwise unanimously agreed upon by the Unit Owners, the insurance proceeds shall be delivered to the Unit Owners or their mortgagees, as their interests may appear, in proportion to the percentage ownership interest of each Unit Owner in the Common Elements; and the Board, as soon as reasonably possible and as agent for the Unit Owners, shall sell the Property, in its then condition, free from the effect of this Master Deed, which shall terminate upon such sale, on terms satisfactory to the Board, and the net proceeds of such sale, and the net proceeds of all insurance policies, shall thereupon be distributed to the Unit Owners or their mortgagees, as their interests may appear, in proportion to the percentage ownership interest of each Unit Owner in the Common Elements. If the Board fails to consummate a sale pursuant to this paragraph within twenty-four (24) months after the destruction or damage occurs, then the Managing

Agent, or the Board, shall, or if they do not, any Unit Owner or mortgagee may, record a sworn declaration setting forth such decision and reciting that under the provisions of this Master Deed the prohibition against judicial partition provided for in this Master Deed has terminated and that judicial partition of the Property may be obtained pursuant to the laws of the State of tennessee. Upon final judgment of a court of competent jurisdiction decreeing such partition, this Master Deed shall terminate.

Repair, restoration and reconstruction also shall not be compulsory where the whole or more than two-thirds (2/3) of any single Building is destroyed or damaged by fire or other casualty as determined by the Board. In such case, and unless otherwise unanimously agreed upon by the Unit Owners of the Units contained in said Building, the net proceeds of insurance policies shall be divided among all the Unit Owners and the mortgagees of Units contained in said Building in proportion to their respective interests as determined in the sole discretion of the Board, after paying from the share of each affected Unit Owner or mortgagee, as their interests may appear, the just amount of any unpaid liens on any Unit, in the order of priority of such liens. Provided, however, that no such disbursement of the aforesaid insurance proceeds to any Unit Owner or mortgagee shall occur unless simultaneously with such disbursement each affected Unit Owner delivers to the Board a recordable deed quitclaiming his interest in his Unit or affected portion thereof to the Board (as trustee for the remaining Unit Owners) and also delivers to the Board a recordable release of any liens on his Unit or affected portion thereof. Upon the recording of the aforesaid deeds and releases, each such Unit or affected portion thereof shall be deemed thereafter to be Common Elements. Upon the withdrawal of any Unit or portion thereof, the percentage of interest in the Common Elements appurtenant to such Unit or portion thereof shall be reallocated upon the remaining Units on the basis of the percentage of interest of each remaining Unit. If only a portion of a Unit is withdrawn, the percentage of interest in the Common Elements appurtenant to that Unit shall be reduced accordingly, as determined by the Board in its sole discretion. After the Board has effected any such withdrawal, the responsibility for the payment of future assessments for any such withdrawn Unit or portion thereof shall cease.

In the event of substantial damage to or destruction of any Unit or any part of the Common Elements, all Institutional Lenders will be entitled to timely written notice of any such damage or destruction and no provision of any document establishing the Property will entitle the Owner of any Unit or other party to priority over any Institutional Lender with respect to the distribution of any insurance proceeds as to any Unit encumbered by an Institutional Lender.

The Board shall also obtain comprehensive public liability insurance, in such amounts as it deems desirable, which shall be at least $1,000,000 for bodily injury, including deaths of persons and property damage arising out of a single occurrence, and workmen's compensation insurance and other liability insurance in such amount as it deems desirable, insuring the Developer, the Association, its members, officers, directors and employees, and the Managing Agent, if any, from liability in connection with the Common Elements and the rights, duties and responsibilities of the Association under this Master Deed, the Bylaws or the Act. The policy shall provide that it may not be cancelled

or substantially modified without at least thirty (30) days' written notice to the Association and each of the mortgagees listed in the book entitled "Mortgages of Units" as must be established pursuant to the By-Laws. The premiums for such insurance shall be a common expense, payable in accordance with paragraph 9, above; provided, however, at the option of the Board, and upon written notice to all Unit Owners, premiums for such insurance shall be separately billed to each Unit Owner with each Unit Owner to bear a proportion thereof based upon his percentage of ownership in the Common Elements. The Board shall retain in safekeeping any such public liability policy for six (6) years after the expiration date of the policy.

The Board shall also obtain fidelity coverage covering officers, directors, and employees who handle or are responsible for handling Association funds. Such coverage shall be in such amounts as the Board in its best business judgment may determine, but in no event less than the greater of (i) three (3) months' aggregate assessments on all Units, plus reserve funds, or (ii) the estimated maximum of funds, including reserve funds, in the custody of the Association, or the Managing Agent, as the case may be, at any given time during the term of each bond, and shall contain waivers of any defense based upon the exclusion of persons serving without compensation. The fidelity coverage policy shall provide that it may not be cancelled or substantially modified without at least thirty (30) days' written notice to the Association and each of the mortgagees listed in the book entitled "Mortgages of Units" as must be established pursuant to the By-Laws.

The Board shall also obtain such other insurance as it deems desirable, in such amounts, from such sources and in such forms as it deems desirable, insuring the Common Elements and each member of the Board and officer of the Association, and each member of any committee appointed pursuant to the By-Laws of the Association, from liability arising from the fact that said person is or was a director or officer of the Association, or a member of such a committee. The premiums for such insurance and bonds shall be a common expense.

All insurance obtained by the Board shall provide that there may be named as an insured, on behalf of the Association, the Association's authorized representative who shall have exclusive right to negotiate settlements and to perform such other functions as necessary to accomplish this purpose. The Association or its authorized representative shall act as attorney-in-fact for each Unit Owner under each policy obtained by the Board for all purposes and to the extent permitted by law.

13. OWNER INSURANCE. EACH UNIT OWNER SHALL BE RESPONSIBLE FOR OBTAINING HIS OWN INSURANCE FOR LOSS OR DAMAGE BY FIRE, VANDALISM, MALICIOUS MISCHIEF, CASUALTY OR OTHER HAZARDS ON THE CONTENTS OF HIS UNIT AND THE LIMITED COMMON ELEMENTS SERVING HIS UNIT, AS WELL AS HIS ADDITIONS AND IMPROVEMENTS THERETO, AND FOR THOSE PARTS OF THE UNIT FOR WHICH THE RESPONSIBILITY FOR MAINTENANCE AND REPAIR IS THAT OF THE UNIT OWNER, AND FOR DECORATIONS, FURNISHINGS AND PERSONAL PROPERTY THEREIN, AND ANY PERSONAL PROPERTY STORED ELSEWHERE ON

THE PROPERTY. IN ADDITION, EACH UNIT OWNER SHALL BE RESPONSIBLE FOR OBTAINING HIS OWN INSURANCE INSURING SAID UNIT OWNER PERSONALLY FROM LIABILITY IN CONNECTION WITH THE OWNERSHIP, POSSESSION, USE AND OCCUPANCY OF HIS UNIT AND THE LIMITED COMMON ELEMENTS ATTRIBUTABLE TO HIS UNIT. SUCH INSURANCE SHALL NOT BE THE RESPONSIBILITY OF THE ASSOCIATION AND, BY ACCEPTANCE OF A DEED TO A UNIT, EACH UNIT OWNER ACKNOWLEDGES THAT SUCH INSURANCE IS AND SHALL BE THE SOLE RESPONSIBILITY OF SAID UNIT OWNER.

14. Maintenance, Repairs and Replacements; Use of Assessments. Each Unit Owner, at his own expense, shall furnish and be responsible for all maintenance of, repairs to and replacements within his Unit. Except to the extent hereinafter set forth, maintenance of, repairs to and replacements within the Common Elements shall be the responsibility of and shall be furnished by the Association, and the cost thereof shall be part of the common expenses, payable in accordance with paragraph 9, above, and subject to the By-Laws, and Rules and Regulations of the Association. The expenses for the maintenance of, repairs to or replacements within Limited Common Elements serving exclusively a Unit, including but not limited to the water heater, furnace, air conditioner, heating and air conditioning ducts, and plumbing and electrical wiring, shall be borne by and assessed to the owner of the Unit which such Limited Common Elements exclusively serve. The expenses for the maintenance of, repairs to, and replacements within Limited Common Elements serving more than one Unit shall be borne by and assessed in equal shares against the Unit Owners benefitted thereby. At the discretion of the Board, the Board may direct the Unit Owner or Unit Owners who stand to be benefitted by maintenance of, repairs to, and replacements of such Limited Common Elements to arrange for such maintenance, repairs and repalcements in the name and for the account of such benefitted Unit Owner or Unit Owners, pay the cost thereof with their own funds, and procure and deliver to the Board such lien waivers and contractor's and subcontractor's sworn statements as may be required to protect the Property from all mechanics' or materialmen's lien claims that may arise therefrom; provided, however, that if, in order to maintain, repair, or replace the electrical wiring, plumbing, or other utilities of a Unit, it shall become necessary to gain entry to another Unit, it shall be the responsibility of the Association to provide such maintenance, repair, or replacement, but the cost of such maintenance, repair, or replacement may be assessed to the Unit Owners benefitted thereby, as hereinabove provided.

If, due to the act or neglect of a Unit Owner, or of his agent, servant, tenant, family member, invitee, licensee or household pet, damage shall be caused to the Common Elements or to a Unit or Units owned by others, or maintenance, repairs or replacements are required which would otherwise be a common expense, then such Unit Owner shall pay for such damage or such maintenance, repairs and replacements, as may be determined by the Board, to the extent not covered by the Association's insurance.

The authorized representatives of the Association, the Board, or of the Managing Agent with approval of the Board, shall be entitled to reasonable access to the individual Units and Limited Common Elements as may be required in connection with the

preservation of any individual Unit or the Limited Common Elements in the event of an emergency, or in connection with maintenance of, repairs to, or replacement of the Common Elements, Limited Common Elements, or any equipment, facilities or fixtures affecting or serving other Units, Common Elements and Limited Common Elements, or to make any alteration required by any governmental authority.

15. Alterations, Additions or Improvements. Except as provided in paragraph 16, no Unit Owner or Occupant shall make any alteration of, or any additions or improvements to, or place any structures, devices or installations upon, the Common Elements, or any portion thereof, without the prior written approval of the Board. The Board may authorize, and charge as common expenses, any alterations, additions, and improvements to the Common Elements. Any Unit Owner may make non-structural alterations, additions or improvements within his Unit without the prior written approval of the Board, but such Unit Owner shall be responsible for any damage to othe rUnits, the Common Elements, the Property, or any part thereof, resulting from such alterations, additions or improvements.

16. Decorations; Cleaning. Each Unit Owner, at his own expense, shall furnish and be responsible for all decorating and cleaning within his Unit and the Limited Common Elements serving his Unit, as may be required from time to time, including painting, wallpapering, washing, cleaning, paneling, floor covering, draperies, window shades, curtains, lighting, and other furnishings and decorating. Each Unit Owner shall be entitled to the exclusive use of the interior surfaces of the perimeter walls, floors and ceilings of his Unit, and such Unit Owner shall maintain said interior surfaces in good condition at his sole expense, as may be required from time to time. Said maintenance and use of interior surfaces shall be subject to the Rules and Regulations of the Association, but each Unit Owner shall have the right to decorate such interior surfaces from time to time as he may see fit and at his sole expense. Decorating of the Common Elements, other than interior surfaces within the Units and the Limited Common Elements as hereinabove provided and, to the extent redecorating of Units is made necessary by damage to Units caused by maintenance, repair or replacement of the Common Elements by the Association, any redecorating of Units, shall be furnished by the Association as part of the common expenses. All windows and screens forming part of a perimeter wall of a Unit shall be cleaned and washed, and any damage thereto repaired, at the expense of the Unit Owner of that Unit.

17. Easements and Encroachments.

(a) Each Unit Owner shall have a perpetual and non-exclusive easement for ingress and egress to his Unit, in, upon, over, under, across and through the Common Elements.

(b) Easements for installation and maintenance of public and private utilities and drainage facilities are reserved as shown on the Plan, the Plat of the Resubdivision of Lot 69, Forest View Park South, of record in Plat Book _____, page _____, Register's Office for Davidson County, Tennessee, and as otherwise shown by the

public records. A blanket, perpetual and non-exclusive easement in, upon, over, across and through the Common Elements for the purpose of the installation, maintenance, repair, service and replacement of all sewer, water, power and telephone pipes, lines, mains, conduits, poles or transformers, master television antennas, cable television systems, and any and all other equipment or machinery necessary or incidental to the proper functioning of any utilities systems servicing the Property or the Entire Tract, is hereby reserved, which easement shall be for the benefit of the Developer, any governmental agency, utility company or other entity which requires the same for the purpose of furnishing one or more of the foregoing services.

(c) An easement is reserved to the Developer in, upon, over, under, across and through the Common Elements (including the Limited Common Elements) during the Development Period in order to maintain such facilities and perform such operations as in the sole opinion of Developer may be reasonably required, convenient or incidental to the construction of the Buildings, Units and Common Elements, including, without limitation, a business office, sales office, storage area, construction yards, signs and model Units, and for a period of three (3) years thereafter (but in no event more than ten (10) years from the date of recording this Master Deed) in order to make any repairs to improvements on the Property which Developer may deem necessary. In addition, Developer hereby reserves the irrevocable right during such period to enter into, upon, over or under any Unit for such purposes as may be reasonably necessary for the Developer or its agents to service such Unit or any part of the Building in which such Unit is located provided that requests for entry are made in advance and that such entry is at a time reasonably convenient to the Unit Owner. In case of an emergency, such right of entry shall be immediate, whether the Unit Owner or Occupant is present at the time or not.

(d) The right and easement is hereby reserved to the Developer to construct all streets, roads, alleys, or other ways as now, or hereafter, may be shown on any Plan, or any recorded plat, at such grades or elevations as Developer in its sole discretion may deem proper; and for the purpose of constructing such streets, roads, alleys or ways, Developer additionally shall have an easement, not exceeding ten (10) feet in width, upon and along the Common Elements (including the Limited Common Elements) for the construction of proper bank slopes and no Unit Owner shall have any right of action or claim for damages against anyone on account of the grade or elevation at which such road, street, alley or public way may hereafter be constructed, or on account of the bank slopes constructed within the limits of said ten (10) foot easement.

(e) If any portions of the Common Elements shall actually encroach upon any Unit, or if any Unit shall actually encroach upon any portions of the Common Elements, or if any Unit shall actually encroach upon another Unit, as the Common Elements and Units are shown on the Plan, there shall be deemed to be mutual easements in favor of the owners of the Common Elements and the respective Unit Owners involved, to the extent of such encroachments, so long as the same shall exist.

(f) A blanket, perpetual and non-exclusive easement of unobstructed ingress and egress in, upon, over, across and through the Common Elements is hereby reserved to the Association for the purpose of maintaining, repairing, and replacing the Common Elements.

(g) The Association, through the Board or any Manager, or Managing Agent, or their respective agents or employees, shall have the perpetual and non-exclusive right of access and easement to each Unit (i) to inspect the same (ii) to remedy any violations of the provisions of this Master Deed, the Bylaws or any Rules and Regulations of the Association, and (iii) to perform any operations required in connection with the maintenance, repairs or replacements of or to the Common Elements or any equipment, facilities or fixtures affecting or servicing other Units or the Common Elements; provided that requests for entry are made in advance and that any such entry is at a time reasonably convenient to the Unit Owner or Occupant, except that, in the case of an emergency, such right of entry shall be immediate, whether the Unit Owner or Occupant is present at the time or not.

(h) An easement is hereby reserved as may be shown on any plan,or any recorded plat, or otherwise by the public records, over, across, through and upon the Property for any private streets or roads providing access to, and ingress and egress to and from, any publicly dedicated streets or roadways. To the extent that such private roads or streets provide the only resaonable means of access, ingress and egress to and from such publicly dedicated streets and roadways for the owners and occupants of any other property or properties contained within the Entire Tract, then such easements for such private streets and roadways on the Property may not be extinguished or modified in any way so as to prevent such access, ingress and egress on the part of said owners and occupants without the prior written consent, expressed in a recordable instrument, of the record owner or owners of any such other affected property or properties contained in the Entire Tract.

18. Use and Occupancy Restrictions; Leases. The following restrictions on the use and occupancy of the Property, or any part thereof, are made a part of this Master Deed, to which each Unit Owner and Occupant shall be subject:

(a) General. Each Unit shall be used as a single family residence or for such other use permitted by this Master Deed and for no other purpose. The foregoing restriction shall not, however, be construed in such a manner as to prohibit a Unit Owner or Occupant from: (i) maintaining his personal professional liability; (ii) keeping his personal business or professional records or accounts; or (iii) handling his personal business or professional calls or correspondence from his Unit. Such uses are expressly declared customarily incident to the principal residential use and not in violation of said restriction.

Each Unit Owner and Occupant 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 or kept within his Unit or in or upon the Common Elements which may increase the cost or cause the cancellation of insurance on other Units or on the Common Elements. No Unit Owner or Occupant 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 satellite dish, or CB radio transmitter, or other equipment, fixtures or items of any kind, without the prior written permission of the Board.

(b) Nuisances. No unlawful, noxious or offensive activities shall be carried on or in any Unit, the Common Elements, or elsewhere on the Property, nor shall anything be done therein or thereon, which may be or may become an annoyance or nuisance or which shall in the judgment of the Board cause unreasonable noise and disturbance to others.

(c) Temporary and Incomplete Structures. No temporary structure or incomplete structure may be used on the Property at any time temporarily or permanently as a residence. No structure of a temporary character, trailer, tent, shack, barn, garage or other outbuilding shall be permitted on the Property at any time temporarily or permanently; provided, however, that with the prior written consent of the Board, temporary structures may be erected for use in connection with the repair or rebuilding of a Unit, Building, the Common Elements, or any portion thereof. However, nothing in this paragraph shall serve to prohibit the Developer, its agents, representatives, successors or assigns, from maintaining a temporary structure for the purposes of a sales and/or construction office during the development of and construction on the Property.

(d) Signs. Except for signs provided by the Developer or the Association, no signs of any kind shall be displayed to the public view on the Property, except professionally lettered builders or realtors signs in good taste and not exceeding eighteen (18) inches x twenty-four (24) inches in size which shall require the prior written consent of the Board and must be displayed from inside a Building through its windows.

(e) Animals. No animals, livestock or poultry of any kind shall be raised, bred or kept on the Property, except that dogs, cats or other household pets may be kept provided they are confined to the Units of their owners, or the Limited Common Elements attributable thereto, by leash or fence; and, provided that such dogs, cats or other household pets are not kept, bred or maintained for any commercial purposes; and, further provided they are not kept in such numbers as to become a nuisance to others and are kept in strict accordance with any Rules and Regulations relating to household pets from time to time adopted by the Association.

(f) Garbage and Refuge Disposal. The Property shall not be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers and shall be disposed of in a clean and sanitary manner. All incinerators or other equipment for the storage or disposal of such materials shall be kept in a clean and sanitary condition and shall be concealed under ground or screened from the view of neighbors or the public.

(g) Clothes lines. No outside clothesline will be permitted on the Property.

(h) Vehicles. Junk vehicles, inoperable vehicles, unlicensed vehicles not for immediate use, or vehicles of any kind in disrepair, may not be kept or parked on the Property or any street. Moreover, no Unit Owner or Occupant shall permit any motor vehicles (operable or inoperable) owned by such Unit Owner or Occupant, or by any person on the premises as guest or invitee, to remain parked on the streets for more than forty-eight (48) hours. Vehicles may not be assembled, disassembled or serviced on the Property or any street unless completely hidden from public view. No mobile home, bus, truck of over one ton, tractor/trailer rig (separate or in combination), or house trailer may be parked or stored on the Property or any street. No boat, trailer, camper or recreational vehicle shall be kept, stored or parked on any street for more than forty-eight (48) hours.

(i) Water Supply; Sewerage Disposal. No Unit shall be occupied and used unless the same shall be connected with, and served with, water and sewerage from the water and sanitary sewer supply mains provided for the Property.

(j) Wiring and Utility Systems. No Unit Owner or Occupant shall overload the electrical wiring in any Building, or operate any machines, appliances, accessories or equipment in such manner as to cause, in the judgment of the Board, a hazard or unreasonable disturbance to others, connect any machines, appliances, accessories or equipment to the heating, air conditioning or plumbing systems without the prior written consent of the Board.

(k) Use of Common Elements. The Common Elements shall be used only by Unit Owners, Occupants, and their agents, servants, tenants, family members, customers, invitees and licensees for access, ingress to and egress from their respective Units and for such other purposes incidental to the use of the Units; provided, however, recreational facilities and other areas designed for a specific use shall be used for the purposes approved by the Board. The use, maintenance and operation of the Common Elements shall not be obstructed, damaged or unreasonably

interfered with by any Unit Owner or Occupant, and shall be subject to any lease, concession, or easement, presently in existence or entered into by the Board or the Developer at such future time, affecting any part or all of said Common Elements.

(l) Storage. Articles of personal property belonging to any Unit Owner or Occupant, such as bicycles, wagons, toys, furniture, clothing and other articles shall only be stored or kept in the Unit, the Limited Common Elements appurtenant to and serving exclusively the Unit, or the Unit storage room or area, if any, within a Building.

(m) Outside Lights. No outside lights, other than those installed by the Developer, shall be permitted except with the written permission of the Board.

(n) Mail boxes. Mail boxes of a type consistent with the character of the regime shall be selected an dplaced by the Developer and shall be maintained by the Association to compliment the residences and the neighborhood.

(o) Lease of a Unit. No Unit, or interest therein, shall be leased by a Unit Owner except by a written lease. The Lessee under such lease shall be bound by and subject to all of the terms, conditions, restrictions, rights and obligations of this Master Deed and Bylaws and the Rules and Regulations and the lease shall expressly so provide. Failure to comply with the Master Deed and Bylaws shall be a default under such lease. No Unit Owner may lease less than the entire Unit, nor lease his Unit for transient or hotel purposes. A copy of all such leases shall be furnished to the Board. No lease shall have an initial term of less than thirty (30) days.

(p) Additional Prohibited Activities. The Board may from time to time reasonably prohibit certain activities on the Property and such prohibition shall be final and binding on all Unit Owners and Occupants.

(q) Use by Developer. During the period of construction and sale of Units by the Developer, the Developer, and Developer's agents, employees, contractors and subcontractors, and their respective agents and employees, shall be entitled to such access, ingress to and egress from the Buildings and the Property as may be required for purposes of said construction and sale of Units and the Common Elements. While the Developer owns any Units, and until each Unit owned by it is occupied by the purchasers thereof, the Developer and its employees and agents 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 unoccupied Unit or Units as a construction or sales office, and may maintain customary signs in connection therewith.

19. Remedies and Enforcement.

(a) In the event of any violation of the provisions of the Act, this Master Deed, By-Laws, or Rules and Regulations of the Association by any Unit Owner (either by his own conduct or by the conduct of any Occupant of his Unit), the Association, or its successors or assigns, and any other Unit Owner aggrieved thereby, including the Developer, shall have each and all of the rights and remedies which may be provided for in the Act, this Master Deed, By-Laws, or said Rules and Regulations, or which may be available at law or in equity, and may prosecute an action or other proceeding against such defaulting Unit Owner and/or others for enforcement of any lien and the appointment of a receiver for the Unit and ownership interest of such Unit Owner, or for damages or injunction or specific performance, or for judgment for payment of money and collection thereof, or the right to take possession of the Unit and to seal the same as provided hereinafter in this paragraph 19, or for any combination of remedies, or for any other relief. All expenses of the Board in connection with any such actions or proceedings, including court costs and attorney's fees and other fees and expenses and all damages, liquidated or otherwise, together with interest thereon at the Delinquency Interest Rate or such other uniform lawful rate as the Board shall determine, until paid, shall be charged to and assessed against such defaulting Unit Owner, and shall be added to and deemed part of his respective share of the common expenses, and the Board shall have a lien for all of the same, as well as for nonpayment of common expenses, upon the Unit, and its percentage interest in the Common Elements, of such defaulting Unit Owner and upon all of his additions and improvements thereto and upon all of his personal property in his Unit or located elsewhere on the Property; provided, however, that such lien shall be subordinate to the lien of a recorded first mortgage or deed of trust on the Unit, to the extent hereinabove set forth in paragraph 10 hereof. In the event of any such default by any Unit Owner, the Board and the Manager or Managing Agent, if so authorized by the Board, shall have the authority to correct such default, and to do whatever may be necessary for such purpose and all expenses in connection herewith shall be charged to and assessed against such defaulting Unit Owner. Any and all such rights and remedies may be exercised at any time and from time to time, cumulatively or otherwise, by the Board. This paragraph shall not be amended, changed, modified or rescinded without the prior consent of all holders of record of mortgage and deed of trust liens against the Units.

The violation of any term, provision, covenant, restriction or condition of the Act, this Master Deed, the Bylaws or the Rules and Regulations shall give the Board the right, in addition to any other rights provided for in this Master Deed: (a) to enter (either peaceably or forceably without liability to such Unit Owner for such entry) upon the Unit, or any portion of the Property 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 of this Master Deed. The Bylaws or the Rules and Regulations of the Association, and the Board, or its employees or agents, shall not thereby be deemed guilty in any manner of trespass; or (b) to enjoin, abate or remedy by appropriate legal proceedings, either at law or in equity, the continuance of any breach; or (c) to take possession (either peaceably or forceably without liability to such Unit Owner for such

entry) of such Unit Owner's interest in the Property and to maintain an action for possession of such Unit in the manner provided by law. Notwithstanding anything contained in this paragraph to the contrary, in the event the Board uses the right of summary abatement or similar means to enforce any violation of any restriction or condition or regulation adopted by the Board or the breach of any covenant or provision herein contained, the Board shall institute appropriate judicial proceedings for such violations or breach before any items of construction can be altered or demolished.

If any Unit Owner (either by his own conduct or by the conduct of any other Occupant of his Unit) shall violate the Act, or any of the covenants or restrictions or provisions of this Master Deed, the By-Laws, or the Rules and Regulations adopted by the Board, and if such default or violation shall continue for ten (10) days after notice to the Unit Owner in writing from the Board or shall occur repeatedly during any ten (10) day period after such written notice or request to cure such violation from the Board, then the Board shall have the power to issue to said defaulting Unit Owner a notice in writing terminating the right of said defaulting Unit Owner to continue as a Unit Owner and to continue to occupy, use, or control his Unit, and thereupon an action in equity may be filed by the Board against said defaulting Unit Owner for a decree of mandatory injunction against such defaulting Unit Owner or Occupant, or in the alternative, for a control the Unit owned by him on account of said violation, and ordering that all the right, title and interest of said defaulting Unit Owner in the Project shall be sold (subject to the lien of any existing deed of trust or mortgage) at a judicial sale upon such notice and terms as the court shall determine, except that the court shall enjoin and restrain the said defaulting Unit Owner from reacquiring his interest at such judicial sale. The proceeds of any such judicial sale shall first be paid to discharge court costs, court reporter charges, reasonable attorney's fees and all other expenses of the proceeding and sale, and all such items shall be taxes 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, and it shall be a condition of any such sale, and the decree shall so provide, that the purchaser shall take the interest in the Unit Ownership sold subject to this Master Deed.

In the event of any violation of the provisions of the Act, this Master Deed, By-Laws, or Rules and Regulations of the Association by the Association itself or the Board, any Unit Owner aggrieved thereby shall have all rights and remedies provided for in the Act, the Master Deed, By-Laws, or said Rules and Regulations, or which may be available at law or in equity.

The failure by the Board, or its successors or assigns, or any Unit Owner, including the Developer, to enforce any covenant or restriction, or Rule and Regulation, provided in or by this Master Deed, the Bylaws or the Act shall in no event be deemed a waiver of the right to do so thereafter.

(b) In the event that the Association, or any successor organization, shall at any time fail to maintain the Common Elements in a reasonable order and condition in accordance with the adopted development plan for Forest Pointe Condominium approved by the Planning Commission for the Metropolitan Government of Nashville and Davidson County, Tennessee ("Metro"), the zoning administrator for Metro may serve written notice upon such organization and/or the Unit Owners and hold a public hearing. If such deficiencies and maintenance of the Common Elements in question are not corrected within thirty (30) days, then the zoning administrator shall have the right to call upon any public or private agency to maintain the Common Elements in question for a period of one (1) year. Thereafter, if the zoning administrator determines that such organization is not prepared for the maintenance of the Common Elements in question, such agency shall continue maintenance for yearly periods. The cost of such maintenance by such agency shall be assessed proportionately against the Units that have the responsibility for such maintenance of the Common Elements in question and shall become a lien on said Unit.

20. Amendment. The provisions of this Master Deed may be changed, modified or amended by an instrument in writing setting forth such change, modification or amendment, signed by not less than sixty-seven percent (67%) of the Unit Owners and acknowledged; provided, however, that all holders of mortgages or deeds of trust on the Property of record shall have been notified by certified mail of such change, modification or rescission and an affidavit by the President or Secretary of the Association certifying to such mailing shall be made a part of such instrument; and, further provided, that any amendment so requiring it under the provisions of paragraph 25 below shall also have the prior written approval of each Institutional Lender as required therein.

This paragraph is by way of supplement to and not in derogation of the powers of amendment reserved to Developer pursuant to paragraph 32 below in connection with the expansion of the horizontal property regime established by this Master Deed.

Notwithstanding the foregoing, the Developer hereby reserves the power to amend this Master Deed and any Exhibit hereto without the consent of any Unit Owner or mortgagee or beneficiary for the purposes hereinafter set forth. Such power of Developer shall expire ten (10) years from the date of this Master Deed is filed by record in the Register's Office of Davidson County, Tennessee. This power to amend shall be used to correct clerical errors and make other clarifications, to adjust boundary lines where necessary for clarification or to reflect accurate surveys and to refelct the actual areas of Units as built. Developer shall execute this power to amend by filing an amendment of record in the Register's Office of Davidson County, Tennessee. Developer shall be in no way obligated to amend this Master Deed or any Exhibit hereto pursuant to this paragraph.

No amendment shall discriminate against any Unit Owner, or against any Unit or class or group of Units, unless the Unit Owner or Unit Owners so affected shall consent. No amendment shall change the voting rights provided for under paragraph 5, above, unless the Unit Owner or Unit Owners so affect shall consent. Except as provided in the case of expansion under paragraph 32 below, or as otherwise provided in this Master

Deed, no amendments shall change any Unit, nor the share of the Common Elements appurtenant to it, if such change will increase the Unit Owner's share of the common expenses, unless such Unit Owner and any Institutional Lender encumbering such Unit shall join in the execution of the amendment.

Notwithstanding anything contained herein to the contrary, if the Act, this Master Deed or the By-Laws require the consent or agreement of all Unit Owners or of all lien holders for any action specified in the Act or in this Master Deed, then any instrument amending any provision of this Master Deed with respect to such action shall be signed by all Unit Owners or all lien holders or both as required by the Act or this Master Deed. No provisions in this Master Deed may be changed, amended or modified so as to conflict with the provisions of the Act.

Any amendment shall be effective upon the recording of such instrument in the Register's Office of Davidson County, Tennessee.

21. Perpetuities and Restraints on Alienation. If any of the options, privileges, covenants or rights created by the Master Deed shall be unlawful, void or voidable for violation of the rule against perpetuities, then such provision shall continue only until twenty-one (21) years after the death of the survivor of the now living descendants of the President of the United States, George Bush.

22. Rights and Obligations. Each grantee of a Unit, by the acceptance of a deed of conveyance, accepts the same subject to all restrictions, conditions, covenants, reservations, liens and charges, and the jurisdiction, rights and powers created or reserved by this Master Deed. All present and future Unit Owners and Occupants shall be subject to and shall comply with the provisions of this Master Deed. Any restrictions or rules in the By-Laws which are more than administrative in nature such as, but not limited to, reservations and future rights of Developer, are hereby incorporated into and made a part of this Master Deed by reference. All restrictions, conditions, covenants, reservations, liens, charges, rights, benefits and privileges hereby imposed shall be deemed and taken to be covenants running with the land, and shall bind any person having at any time any interest or estate in said land, and shall be binding upon and inure to the benefit of such person in like manner as though the provisions of this Master Deed were recited and stipulated at length in each and every deed of conveyance or contract for conveyance.

All present and future Unit Owners and Occupants of a Unit shall be subject to, and shall comply with, the provisions of the By-Laws appended hereto and recorded herewith, pursuant to Tennessee Code Annotated, Section 66-27-111, as they may be amended from time to time. The acceptance of a deed of conveyance, devise, or lease to a Unit, or the entering into occupancy of any Unit, shall constitute an agreement that the provisions of the By-Laws, and any Rules and Regulations promulgated thereunder, as they may be amended from time to time, are assumed, accepted and ratified by such Unit Owner or Occupant, and all of such provisions shall be deemed and taken to be covenants running with the land and shall bind any person having at any time any interest or estate in such Unit, as though such provisions were recited and stipulated at length in each and every deed, conveyance or lease thereof.

The terms and conditions of the Master Deed, By-laws, and Rules and Regulations of the Association may be incorporated by reference in, and become part of, the agreement between any mortgagee of a Unit and any present or future Unit Owner who enters into such an agreement with a mortgagee of his Unit. When so incorporated, any default in the terms and conditions of this Master Deed, By-Laws, and Rules and Regulations may be considered by the mortgagee of a Unit as a default, whereupon said mortgagee, after exercising its option to declare a default, shall then have all of the right and privileges arising as a result of a default under its agreement with said Unit Owner.

23. Condemnation. In the event of a taking in condemnation or by eminent domain of a part of the Common Elements, the award made for such taking shall be payable to the Board for and on behalf of the Association. If the Board in its sole and absolute discretion approves the repair and restoration of such Common Elements, the Board shall arrange for the repair and restoration of such Common Elements, and the Board shall disburse the proceeds of such award to the contractors engaged in such repair and restoration in appropriate progress payments. In the event that the Board does not approve the repair and commence restoration of such Common Elements within one hundred twenty (120) days after receipt of the award, the Board shall disburse the net proceeds of such award on a fair and reasonable basis to the mortgagees directly affected by the condemnation and the balance to the Unit Owners directly affected. The decision of the Board as to the fairness and reasonableness shall be binding upon all parties if such decision reasonably relates to the given facts.

If a Unit is acquired by a taking in condemnation or by eminent domain so as to leave the Unit Owner with a remnant which may not practically or lawfully be used for any purpose permitted by this Master Deed, upon acquisition by the condemning authority, unless the decree provides otherwise, each affected Unit's percentage of ownership interest in the Common Elements and its common expense liability shall be automatically reallocated by the Association to the remaining Units in proportion to their respective percentage interests and liabilities before the taking. Any remnant of a Unit remaining shall thereafter be a Common Element.

If any Unit or portion thereof, or the Common Elements or any portion thereof, is made the subject matter of any condemnation or eminent domain proceeding, or is otherwise sought to be acquired by a condemning authority, then the Institutional Lender of a Unit will be entitled to timely written notice of any such proceeding or proposed acquisition and no provision of any documents establishing the Property will entitle the Owner of a Unit or other party to priority over such Institutional Lender with respect to the distribution of the proceeds of any award or settlement as to such Unit.

24. Rights Reserved. In addition to any rights elsewhere reserved in this Master Deed, the right and easement of use and enjoyment of the Common Elements, including the Limited Common Elements attributable to a Unit, provided for by this Master Deed, shall be subject to:

(a) The right of the Association, as provided in its By-Laws or Rules and Regulations, to suspend the enjoyment right of any Unit Owner or Occupant for any period during which any assessment remains unpaid, and for such period as it considers appropriate for any infraction of its published Rules and Regulations;

(b) The right of the Association to charge reasonable fees for the use of any part or parts of the Common Elements;

(c) The right of the Association to diminish in any way or to dedicate or transfer all or any part of the Common Elements to any public agency or authority for such purposes and subject to such conditions as may be agreed to by the members entitled to vote thereon, provided that no such diminution or dedication or transfer or determination as to the purposes or as to the conditions thereof, shall be effective unless members of the Association entitled to cast sixty-seven percent (67%) of the total votes of the Association have agreed to such dedication, transfer, purpose, or condition;

(d) The right of Developer, at its sole expense, to relocate, expand, modify, reduce, or extend existing driveways, parking areas and yard, and to construct, expand, enlarge or relocate sewers, utility lines or service connections, in order to serve the existing Units; and

(e) The right of the Association to grant such easements and rights-of-way to such utility companies or public agencies or authorities as it shall deem necessary for the proper servicing and maintenance of the Common Elements and the Units.

(f) The right of the Developer to expand this horizontal property regime to this Master Deed as provided in paragraph 32, below.

(g) The right of the Developer to subject the whole Property to such cross easements for ingress, egress, access and utilities as may be necessary, or as may be required by the Metropolitan Government of Nashville and Davidson County, to serve the Property and the Entire Tract.

25. **Rights and Protection of Institutional Lenders.** In addition to any other rights granted to mortgagees or holders of deeds of trust elsewhere in this Master Deed or under the Act, the following rights and protection are hereby granted to and for the benefit of any Institutional Lender:

(a) Unless at least sixty-seven percent (67%) of the Institutional Lenders who have requested notice (based upon one vote for each Unit upon which a mortgage is owned), have given their prior written approval, the Association shall not be entitled to:

(i) By act or omission, seek to abandon or terminate the condominium;

(ii) Change the prorata 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 prorata share of ownership of each Unit in the Common Elements.

(iii) Partition or subdivide any Unit;

(iv) By act or omission, seek to abandon, partition, subdivide, encumber, sell or transfer the Common Elements; provided that, the granting of easements for public utilities or for other public purposes consistent with the intended use of the Common Elements by the Property shall not be deemed to transfer within the meaning of this clause;

(v) Use hazard insurance proceeds for losses to any or all of the Property (whether to Units or to Common Elements) for other than the repair, replacement or reconstruction of such Property;

(b) Institutional Lenders shall have the right to examine the books, records and financial statements of the Association, as well as the Master Deed, By-Laws and other rules concerning the Property at reasonable times and upon reasonable notice.

(c) Institutional Lenders shall have the right, upon written request, to receive a financial statement from the Association for the immediately preceding fiscal year;

(d) Institutional Lenders 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;

(e) Institutional Lenders 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;

(f) Institutional Lenders, upon written 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 Property documents which is not cured within sixty (60) days from the date of such default;

(g) Any Institutional Lender who obtains title to a Unit pursuant to the remedies provided in the 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, shall take the Unit free of any claims for unpaid assessments or charges against the mortgaged Unit which accrue prior to the time such holder comes into possession of the Unit. Specifically, and without limitation upon the above provisions of this subsection, the Master Deed, the attached By-Laws or any other of the Property's constituent documents shall not impair the rights of an Institutional Lender to:

(i) Foreclose or take title to a Unit pursuant to the remedies provided in the mortgage, or

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

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

(h) As set forth in Tennessee Code Annotated Section 66-27-120, all taxes, assessments, and charges which may become liens prior to the first mortgage under the laws of the State of Tennessee shall relate only to the Unit and not to the Property as a whole.

(i) Institutional Lenders shall be entitled to timely written notice of any condemnation or casualty loss that affects either a material portion of the Common Elements or the Unit securing the Institutional Lender's mortgage, and no Unit Owner, or any other party, shall have priority over any rights of Instititional Lenders 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.

(j) Any agreement for professional management of the Property, whether it be by Developer, its successors and assigns, or any other person or entity, may be terminated on ninety (90) days' written notice, and for cause upon thirty (30) days' notice, and the terms of any such contract shall so provide and shall not be of a duration in excess of one (1) year. Prior written approval of each institutional first mortgagee shall be required in the event of any decision to terminate professional management and assume self-management of the Association.

(k) Assessments for common expenses 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;

(l) The interest of an Institutional Lender in a mortgaged Unit shall be superior to any interest the Association, Developer, or any other Unit Owner may have in any portion of such Unit, regardless of the nature of the interest or the manner in which it is acquired.

(m) Notwithstanding the above, any Institutional Lender shall have all of the rights granted to a first mortgagee in this Master Deed, the Bylaws, or under the Act, and in addition shall have all of the rights granted to an Institutional Lender of a Unit under its deed of trust, and under the laws of the State of Tennessee.

(n) In addition to the required votes of the Unit Owners necessary to approve a proposed amendment as set forth in paragraph 20 of this Master Deed, unless a higher percentage vote is required elsewhere in this Master Deed or by the Act, fifty-one percent (51%) of the votes of Institutional Lenders who have requested notice (based upon one vote for each Unit upon which a mortgage is owed) shall be required to approve any amendment to this Master Deed or the Bylaws which would materially effect or change:

(i) The voting rights of Unit Owners;

(ii) The method of assessment of common expenses or the priority of the lien of the Association for unpaid assessments;

(iii) The requirement of a reserve fund for the repair or replacement of the Common Elements;

(iv) The allocation of responsibility for maintenance or repair of the Common Elements or Units;

(v) The percentage ownership interest in the Common Elements allocated to each Unit, or the rights of Unit Owners to use the Common Elements;

(vi) The boundaries of a Unit;

(vii) or which would convert a Unit or portion of a Unit, to Common Elements, or vice versa;

(viii) or which would add additional property to the Property, or withdraw a portion of existing property from the Property;

(ix) The right of a Unit Owner to lease, sell or transfer a Unit;

(x) The method of determining when the property will be reconstructed or repaired in the event of partial destruction;

(xi) any provision of this Master Deed which expressly benefits any mortgagee, insurer or guarantor.

(o) Unless a higher percentage vote is required by the Act, the prior written approval of at least sixty-seven percent (67%) of the Institutional Lenders (based upon one vote for each Unit upon which a mortgage is owned) who have requested notice is required before the effectuation of any decision by the Unit Owners to terminate the horizontal property regime established hereby.

Notwithstanding the foregoing, the provisions of subparagraphs (a), (n) and (o), above, shall not apply in the case of substantial loss to the Units, Buildings and/or Common Elements as a result of destruction, damage or condemnation or in the case of expansion of the horizontal property regime pursuant to paragraph 32, below.

Institutional Lenders shall request notice of the matters set forth hereinabove by making written request to the Association upon becoming an Institutional Lender hereunder, such request to state the name and address of such Institutional Lender and the Unit number. The Association may rely upon such information and the information contained in the book entitled "Mortgagees of Units" as must be established pursuant to the Bylaws in making the notifications required hereunder.

Any notice requesting approval of any Institutional Lender as required hereinabove shall advise said Institutional Lender that failure to respond within thirty (30) days of said notice shall be deemed to be approval by said Institutional Lender of the matter for which approval is being sought.

26. Trustee as Unit Owner. In the event title to any Unit is conveyed to a land title-holding trust, under the terms of which all power of management, operation and control of the Unit remain vested in the trust beneficiary or beneficiaries, then the beneficiaries thereunder shall be considered Unit Owners for all purposes and they shall be responsible for payment of all obligations, liens, or indebtedness and for the performance of all agreements, covenants and undertakings chargeable or created under this Master Deed against such Unit. No claim shall be made against any such title-holding trustee personally for payment of any lien or obligation hereunder created, and the trustee shall not be obligated to sequester funds or trust property to apply in whole or in part against such lien or obligation. The amount of any such lien or obligation shall continue to be a charge or lien upon the Unit and the beneficiaries of such trust, notwithstanding any transfers of the beneficial interest of any such trust or any transfer of title to such Unit.

27. Right of First Refusal. The Association shall in no event have any right of first refusal to purchase any Unit and no Unit Owner nor the Developer shall have the right to encumber any Unit to any right of first refusal or similar limitation on the sale, conveyance or transfer of any Unit.

28. Notices. Notices provided for in the Act, Master Deed or By-Laws shall be in writing, and shall be addressed to the Association or any Unit Owner, as the case may be, at 5115 Maryland Way, Brentwood, Tennessee, 37027, or at such other address as hereinafter provided. The Association may designate a different address or addresses for notices to it by giving written notice of such change of address to all Unit Owners. Any Unit Owner may designate a different address for notices to him by giving written notice to the Association. Notices addressed as above shall be deemed delivered when mailed by United States registered or certified mail, or when delivered in person with written acknowledgement of the receipt thereof.

Upon written request to the Board, the holder of any recorded mortgage or trust deed encumbering any Unit shall be given a copy of all notices permitted or required by this Master Deed to be given to the Owner or Owners whose Unit is subject to such mortgage or trust deed.

29. Severability. If any provision of this Master Deed or By-Laws, or any section, sentence, clause, phrase, word, or the application thereof in any circumstance, is held invalid, the validity of the remainder of this Master Deed and the By-Laws and of the application of any such provision, section, sentence, clause, phrase or word in any other circumstances shall not be affected thereby, and the remainder of this Master Deed or the By-Laws shall be construed as if such invalid part was never included therein.

30. Captions. The captions herein are inserted only as a matter of convenience, and in no way define, limit, or describe the scope of these provisions or the intent of any provision hereof.

31. Gender. The use of the masculine gender in this Master Deed and in the By-Laws shall be deemed to include the feminine gender, and the use of the singular shall be deemed to include the plural whenever the context so requires.

32. Developer's Right to Expand the Horizontal Property Regime. Developer hereby explicitly reserves until the seventh anniversary of the recordation of this Master Deed the right (but shall be under no obligation), in its sole discretion, without the consent of the Association, the Board, any Unit Owner, any person having a contractual right to purchase a Unit, any other mortgagee or beneficiary of any mortage or deed of trust on any Unit, or any other person, to from time to time expand the horizontal property regime created by this Master Deed by submitting to this Master Deed additional Property from within the area included in the Entire Tract (hereinafter referred to as "Additional Property"); provided, however, that such expansion is in accord with the general development plan of Forest Pointe as approved by the Veteran's Administration and/or the Federal Housing Administration (VA and/or FHA). This right to expand the

horizontal property regime created hereby may be terminated prior to such anniversary only upon the filing by Developer of an amendment to this Master Deed terminating said option and right. Developer expressly reserves the right and option to add any or all portions of the Additional Property at any time, at different times, in any order, without limitation; provided, however, that any Additional Property so added shall not exceed the area encompassed by the Entire Tract. There are no other limitations on the right of Developer to expand the horizontal property regime except as expressed in the Act, this paragraph or by rules and regulations imposed by the VA and/or FHA, as the case may be.

The right to expand the horizontal property regime provided for herein shall include, but shall not be limited to, the right to construct additional Buildings, Units and Common Elements and to submit such land and improvements to this Master Deed as well as the right to construct recreational facilities, such as swimming pools, tennis courts, or the like, or other Common Elements, alone and to submit such land and improvements to this Master Deed, thereby subjecting the same to all of the terms, conditions, and provisions of the Act and this Master Deed as if the same had been a part of the Property on the date hereof.

Developer makes no assurances as to the total number of Units which may result from the exercise of Developer's right to expand the horizontal property regime provided by this paragraph except that: (i) the maximum number of Units within this horizontal property regime as a result of the right of expansion provided for herein shall be one hundred (100) Units, which will give each Unit Owner a minimum percentage interest in the Common Elements, which percentage shall be a fraction, the numerator of which is the number one and the denominator of which is the number 100, or 1/100 and (ii) the minimum number of Units in the horizontal property regime created by this Master Deed shall be twenty (20) Units, which will give each Unit Owner a maximum percentage of interest in the Common Elements, which percentage shall be a fraction, the numerator of which is the number one and the denominator of which is the number twenty or 1/20.

At such time as the horizontal property regime created by this Master Deed is expanded pursuant to the provisions of this paragraph, the percentage of interest in the Common Elements allocated to each Unit shall be reallocated at that time in accordance with paragraph 6, above, and each Unit Owner's proportionate share of the expense of administration and operation of the Common Elements, and of any other expenses incurred in conformance with this Master Deed and Bylaws, shall be reallocated to reflect the reallocation of his percentage of ownership in the Common Elements. Each Unit Owner, including the Developer, shall be entitled to the voting rights set forth in paragraph 5(b) above, resulting from such expansion, and the number of votes in the Association shall be increased as a result of the additional Units. The Common Elements of any Property at the time covered by this Master Deed shall inure to the benefit of the Unit Owners of any additional Units which may become subjected to this Master Deed pursuant to this paragraph, and the Common Elements of any Additional Property shall inure to the benefit of the Unit Owners recorded earlier, each to enjoy the Common Elements of the other and to have and to hold the same as if each Unit and the Common

Elements had been developed and subjected to this Master Deed simultaneously, subject to each Unit Owner's exclusive right and easement of use and possession in and to the Limited Common Elements appurtenant to and serving his Unit.

Developer makes no assurances as to the buildings, including any Units, or the Common Elements, which will be a part of the Additional Property or their location within the area added, except that any improvements on the Additional Property shall be consistent with the initial improvements in this horizontal property regime in terms of quality of construction. Developer expressly reserves the right to create Limited Common Elements on the Additional Property and to designate Common Elements therein which may be subsequently assigned as Limited Common Elements. Developer makes no assurances as to type, size or maximum number of such Common Elements or Limited Common Elements.

Developer makes no assurances that any Additional Property from the area included in the Entire Tract will be added to the horizontal property regime created by this Master Deed. In the event that Developer shall not add any Additional Property from the area included in the Entire Tract to the horizontal property regime created by this Master Deed, as to such remaining area Developer shall have, and does hereby reserve for itself and any future owners of such property, the right to construct any improvements it desires on said property and to use and operate said property in any manner it deems desirable, without restriction, it not being the intent of this paragraph to in any way restrict Developer's right to use, convey, lease, encumber or otherwise deal with all or any portion of the area included in the Entire Tract not submitted to the Master Deed by this paragraph. This Master Deed shall not be deemed in any way to place any encumbrance, restriction or limitation of any kind.

Any Additional Property added to the horizontal property regime pursuant to this paragraph 32 shall be submitted to and become bound by this Master Deed upon the recording of an Amendment to the Master Deed by the Developer subjecting such Additional Property to the provisions of this Master Deed. Any and all such amendments and any corresponding adjustments and reallocations necessitated thereby shall be binding upon the Board, the Association, all Unit Owners, all Institutional Lenders or other holders of mortgages or deeds of trust encumbering Units, any person having a contractual right to purchase a Unit and every other person having an interest in the Property or any one or more Units.

Notwithstanding anything to the contrary set forth in paragraph 20, above, no amendment or modification of this Master Deed which amends, modifies or in any way changes or affects the rights of the Developer provided by this paragraph 32 may be made or shall be effective without the express prior written consent of the Developer to such amendment or modification.

33. VA/FHA Approval. The horizontal property regime created hereby may not be merged with a successor horizontal property regime without the prior written approval of the VA and/or FHA, as the case may be. Additionally, during the Development Period,

the approval of the VA and/or FHA, as the case may be, shall be required for any amendments to this Master Deed or Bylaws, except for amendments made by Developer to correct clerical errors or make other clarifications as provided in paragraph 20, above.

34. Further Development of the Entire Tract; Submission of the Property to Additional Recreational Associations. The Entire Tract will be developed in several phases which may include various types of residential properties, including single family detached houses, cluster homes, townhomes, condominiums or multi-family apartment complexes. Nothing contained in this Master Deed shall be construed to prevent additional covenants, conditions and restrictions from being imposed by the Developer upon any portion of the Entire Tract, including the submission of a portion to covenants, conditions and restrictions for the purpose of establishing a planned unit development.

During the course of its development of the Entire Tract, in order to establish and preserve the values and amenities of the Entire Tract and to promote uniformity of maintenance and economies of scale, Developer may deem it advisable to establish additional and separate Recreational Associations to be delegated the power, authority and responsibility to i' maintain, regulate and administer certain common properties and recreational facilities, such as swimming pools, tennis courts and the like, located within the Entire Tract to be constructed and established for the common use and benefit of the owners and occupants of residential dwelling units within the Entire Tract, (ii) administer and enforce covenants, conditions and restrictions pertaining thereto, and (iii) collect and disburse all assessments and charges necessary for such maintenance, administration, regulation and enforcement. Developer shall have the unilateral right, option and privilege, from time to time, and at any time during the course of its development of the Entire Tract, to subject any portion of the Entire Tract, including the Property which is a part of the horizontal property regime established by this Master Deed (as may be from time to time expanded) to covenants, conditions and restrictions for such Recreational Associations and all present and future Unit owners and Occupants shall be subject to and shall comply with the provisions thereof; provided, however, that any such covenants, conditions or restrictions that conflict with those contained in this Master Deed shall be void and of no force and effect, and the covenants, conditions and restrictions contained in this Master Deed shall control; and further provided that such covenants, conditions and restrictions establishing such Recreational Associations have been approved by the VA and/or FHA as being in accord with the general development plan of Forest Pointe. Such action on the part of the Developer shall not be deemed to be an amendment to this Master Deed which requires the vote of Unit Owners and, to this extent, the provisions of paragraph 20, above, shall not be deemed applicable to such action on the part of the Developer. The establishment of such Recreational Associations and the submission of any portion of the Entire Tract, including the Property which is a part of the horizontal property regime established by this Master Deed, to the covenants, conditions and restrictions pertaining thereto shall be accomplished and by shall be effective from and after the recording of any such declaration of covenants, conditions and restrictions by the Developer with the Register's Office for Davidson County, Tennessee.

IN WITNESS WHEREOF, Developer executed this Master Deed this 20th day of March, 1989.

FOX RIDGE HOMES, INC.
By: W B Hughes

Title: Ex. V/Pres.

STATE OF TENNESSEE
COUNTY OF DAVIDSON

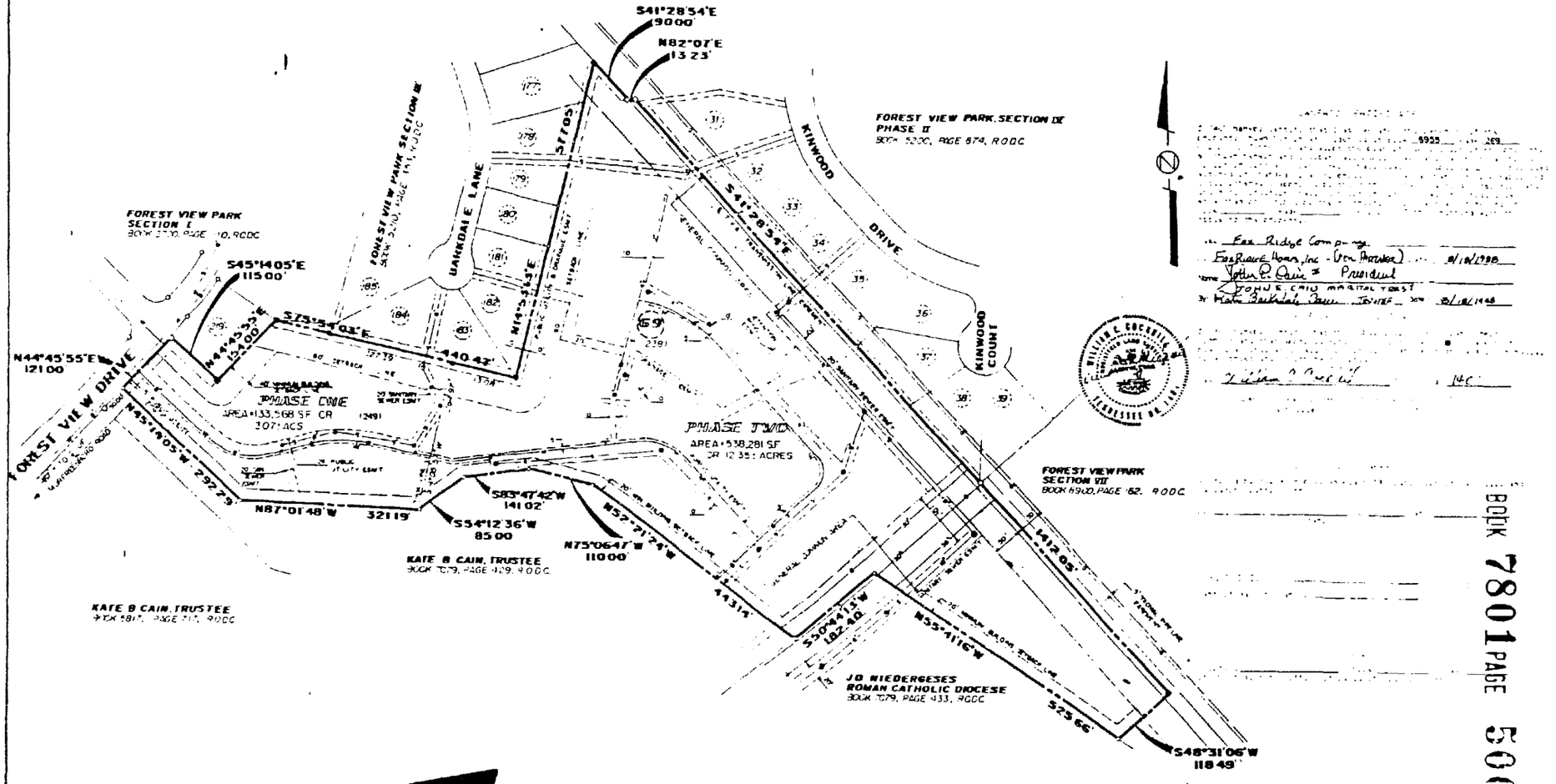
Personally appeared before me, the undersigned, a Notary Public in and for said County and State, W. B. Hughes, with whom I am personally acquainted and who, upon oath, acknowledged himself to be the Ex. V/Pres. of Fox Ridge Homes, Inc., the bargainor, a corporation, and that he as such Ex V.-Pres, being authorized so to do, executed the within instrument for the purposes therein contained by signing the name of the corporation by himself as such Ex V-Pres.

WITNESS my hand and official seal at Brentwood, TN, this 20 day of March, 1989.

Anne H. McKnight
NOTARY PUBLIC

NOTARY PUBLIC AT LARGE STATE OF TENN. ANNE

My commission expires: Jan 11, 1992



Book 7801 Page 500

EXHIBIT "A"
TO MASTER DEED FOR FOREST POINTE

(PLAT)

RESUBDIVISION LOT 69
FOREST VIEW PARK SOUTH
FOREST VIEW DRIVE
TWENTY-NINTH COUNCILMANIC DISTRICT
SECOND CIVIL DISTRICT
NASHVILLE, DAVIDSON COUNTY, TENNESSEE

SURVEYORS:
BARGE, WAGGONER, SUMNER & CANNON, INC.
62 THIRD AVENUE NORTH
NASHVILLE, TN 37201
PH (615) 254-3500

ZONED RES PUD

4 The recording of the plat voids, vacates and supersedes the recording of Forest View Park South, as of record in Book 6900, Page 61, R.O.D.C.

5 See Book ____, Page 730, R.O.D.C., TN for declaration of covenants and restrictions regarding open space

6 Each owner or successive owner shall have a nonexclusive easement upon the property of the other within the recorded 1.00' wide ... which lines covered by any structure

RECORDERS MEMO
LEGIBILITY OF WRITING, TYPING OR PRINTING IN THIS DOCUMENT UNSATISFACTORY WHEN RECEIVED

EXHIBIT "B"

TO MASTER DEED FOR FOREST POINTE

SURVEYOR'S DESCRIPTION

Phase I
Forest View Park South

Being a parcel of land in the Second Civil District of Nashville, Davidson County, Tennessee, located on the easterly side of Forest View Drive, and being more particularly described as follows:

BEGINNING at a point in the easterly margin of Forest View Drive, said point being the northwest corner of the property conveyed to Kate B. Cain, Trustee, of record in Book 7079, Page 429, R.O.D.C., said point also being 467 feet, more or less, northerly from the intersection of Forest View Drive and Murfreesboro Road;

THENCE, with said margin N 44° 45' 55" E, 121.00 feet along said easterly margin of Forest View Drive to a point being the southwest corner of Forest View Park, Section I, in Book 3700, Page 110, R.O.D.C.;

THENCE, with the southerly boundary of said Forest View Park, Section I, and the southerly boundary of Forest View Park, Section III, in deed Book 5210, Page 353, R.O.D.C., the following calls:

S 45° 14' 05" E, 115.00 feet to a point;

N 44° 45' 55" E, 154.00 feet to a point;

S 75° 54' 03" E, 327.39 feet to a point;

THENCE, leaving said southerly boundary at a right angle and with a phase line, S 14° 05' 57" W, 264.97 feet, to a point lying in the northerly boundary of property conveyed to Kate B. Cain, Trustee, in deed Book 7079, Page 429, R.O.D.C.;

THENCE, with said northerly boundary, the following calls:

N 87° 01' 48" W, 321.19 feet to a point;

N 45° 14' 05" W, 292.29 feet to the point of beginning.

Containing 133,568 square feet or 3.07 acres, more or less.

Subject to easements and restrictions shown on Resubdivision Lot 69 of Forest View Park South, as of record in Book _____, Page _____.

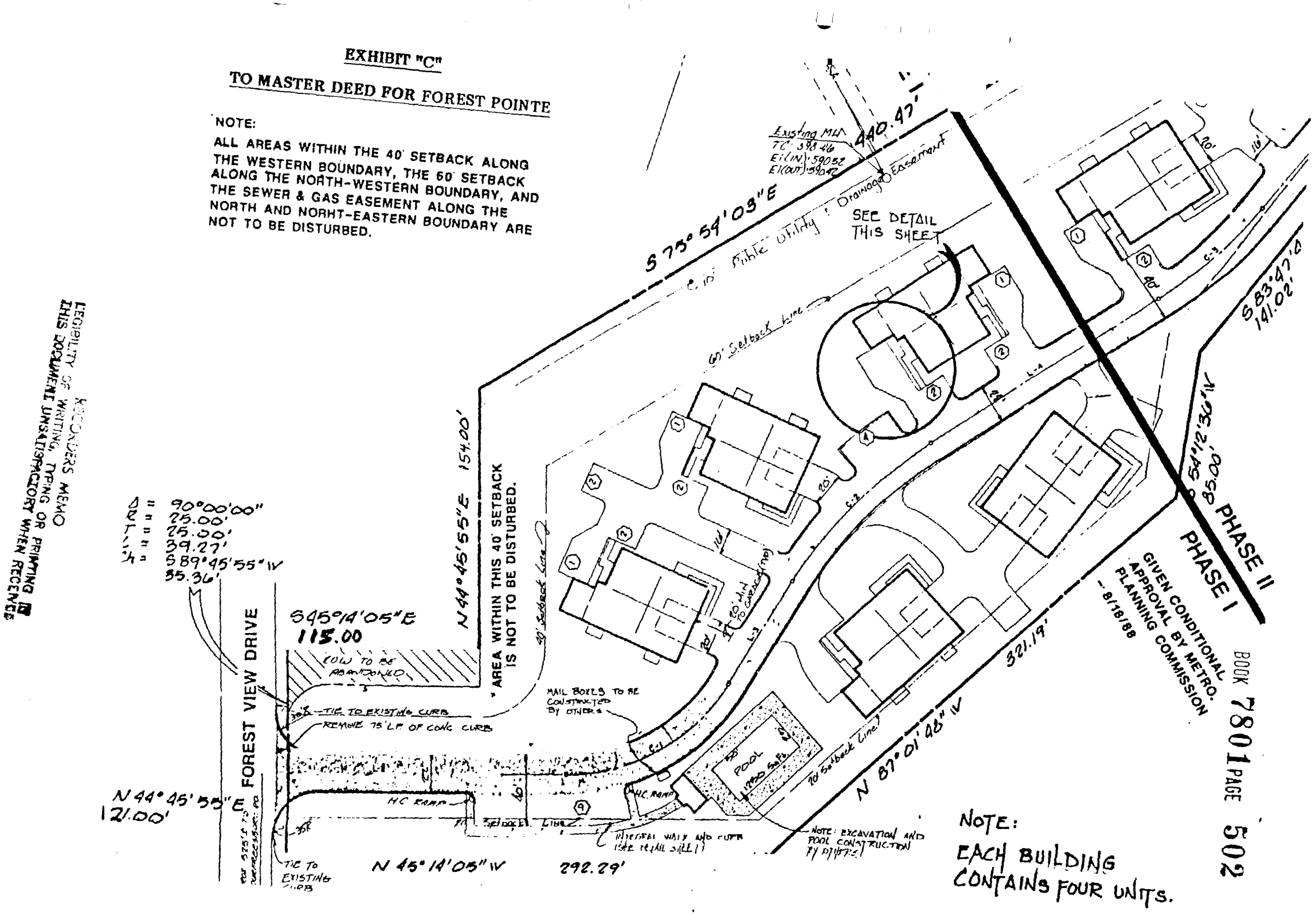
BARGE, WAGGONER, SUMNER AND CANNON
File 9524-07
March 3, 1989

EXHIBIT "C"

TO MASTER DEED FOR FOREST POINTE

NOTE:

ALL AREAS WITHIN THE 40' SETBACK ALONG THE WESTERN BOUNDARY, THE 60' SETBACK ALONG THE NORTH-WESTERN BOUNDARY, AND THE SEWER & GAS EASEMENT ALONG THE NORTH AND NORHT-EASTERN BOUNDARY ARE NOT TO BE DISTURBED.



NOTE:
EACH BUILDING CONTAINS FOUR UNITS.

RECORDERS MEMO
LEGIBILITY OF WRITING, TYPING OR PRINTING UNSATISFACTORY WHEN RECEIVED
THIS DOCUMENT

EXHIBIT "D"
TO MASTER DEED
FOR FOREST POINTE

BY-LAWS OF FOREST POINTE
HOMEOWNERS' ASSOCIATION

ARTICLE I

Members
(Unit Owners)

Section 1. Eligibility. The Members of Forest Pointe Homeowners' Association, a Tennessee not-for-profit corporation, shall consist of the Unit Owners of the horizontal property regime known as Forest Pointe located in Nashville, Tennessee (the "Property"), which has been submitted and is subject to the Horizontal Property Act of the State of Tennessee (the "Act). If a Unit Owner is a trust, then the member shall be a beneficiary of such trust, and if a Unit Owner or such a beneficiary is a corporation or partnership, the member may be an officer, partner or employee of such Unit Owner or beneficiary.

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 Property, his membership in the Association shall automatically be transferred to the new Unit Owner succeeding to such ownership interest.

Section 3. Regular Meetings.

(a) During the Development Period, as defined in the Master Deed, regular meetings of the Unit Owners shall be held annually, with the first such meeting to be held not less than one (1) year after Developer has conveyed and delivered the deed for the first Unit. Subsequent regular meetings shall be held each year during the Development Period within fifteen (15) days of the anniversary of the immediately preceding regular meeting. All such meetings 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 by the Board to all Unit Owners at least ten (10) days prior to the date of such meeting.

(b) The first regular annual meeting of Unit Owners (the "First Annual Meeting") shall be held, not less than thirty (30) days after the expiration or termination of the Development Period. Subsequent to the First Annual Meeting, there shall be a regular annual meeting of Unit Owners held each year within fifteen (15) days of the anniversary of the First Annual Meeting. 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 by the Board to all Unit Owners at least ten (10) days prior to the date of such meeting.

Section 4. Special Meetings. Special meetings of Unit Owners may be called by the President or by a majority of the Directors of the Association, or by Unit Owners having at least one-fifth (1/5) of the votes entitled to be cast at such meeting. Special meetings shall be called by delivering written notice to all Unit Owners not less than ten (10) days prior to the meeting, stating the date, time and place of the special meeting and the matters to be considered.

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

Section 6. Voting. Each Unit Owner, including the Developer, shall be entitled to the number of votes provided for in the Master Deed. If any Unit Owner consists of more than one person, the voting rights of such Unit shall not be divided, but shall be exercised as if all Unit Owners consisted of one person in accordance with the proxy or other designation made by the persons constituting such Unit Owner. In the event of disagreement among such persons, and an attempt by two or more of them to cast such vote, such persons shall not be recognized, and such vote shall not be counted.

At all meetings, each member may vote in person or by proxy. All proxies shall be in writing and filed with the Secretary of the Association prior to such meeting. Every proxy shall be revocable and shall automatically cease upon conveyance by the member of his Unit.

No Unit Owner who is in default in the payment of his assessments hereunder shall be entitled to exercise his right to vote 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 Board, or its agent, within fifteen (15) days after the due date thereof. A Unit Owner may protest the amount of the assessment, but it still must be paid during the pendency of his protest to the Board.

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 of the membership of the Association entitled to be cast at such meeting.

ARTICLE II
Board of Directors

Section 1. Number, Election and Term of Office. (a) The Board of Directors of the Association (referred to in the Act) as the "board of administrators" and sometimes referred to herein as the "Board") shall consist of seven (7) members

(hereinafter referred to as "Directors"). Directors shall be elected at the regular annual meetings of Association members by a plurality of the votes cast, except that until such time as the First Annual Meeting of members is held, the initial Board of Directors (hereinafter called the "First Board" when referring specifically to such Board; otherwise, the term "Board" shall include the "First Board") shall consist of three (3) persons appointed by the Developer. The Developer may, but shall not be obligated to do so, appoint an Advisory Board of Directors, consisting of three Unit Owners, during the term of the First Board. Such Advisory Board shall have no authority to manage the affairs of the Association, but may, upon invitation, meet with the First Board from time to time.

(b) Except for the First Board, those candidates for election as Director receiving the greatest number of votes cast either in person or by proxy at the regular annual meeting, or special meeting in the case of removal in the manner elsewhere provided, shall be elected.

(c) Every Director, except for members of the First Board and members of the Board elected at the First Annual Meeting, shall hold office for the term of three years and until his successor shall be elected and qualified or until he is removed in the manner elsewhere provided. Three (3) members of the Board elected at the First Annual Meeting shall hold office until the second regular annual meeting of Association members, two (2) other members of the Board elected at the First Annual Meeting shall hold office until the third regular annual meeting of Association members, and two (2) other members of the Board elected at the First Annual Meeting shall hold office until the fourth regular annual meeting of Association members. Unless otherwise agreed, the two members of the Board elected at the First Annual Meeting receiving the highest number of votes shall hold office until the fourth regular annual meeting; the two members receiving the next highest number of votes shall hold office until the third regular annual meeting; and the remaining three members shall hold office until the second regular annual meeting.

Section 2. Qualification. Except for members of the First Board, 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 during his term, he shall thereupon cease to be a Director and his place on the Board shall be deemed vacant.

Section 3. Vacancies. Except as to vacancies occasioned by the removal of Directors by Unit Owners, any vacancy occurring in the Board shall be filled by majority vote of the remaining members thereof, except that a vacant position on the Board which was last filled by a member of the First Board may be filled by a person appointed by Developer. Any Director so elected or appointed to fill a vacancy shall hold office for a term equal to the unexpired term of the Director whom he succeeds.

Section 4. Nomination. Nomination for election to the Board shall be made by a Nominating Committee which shall consist of three (3) members appointed (i) by the Board to serve from the close of one annual meeting to the close of the succeeding annual meeting, such appointed to be announced at the annual meeting, or (ii) by the First Board prior to the First Annual Meeting. Such appointment shall be announced at the annual meeting. The Nominating Committee may nominate any number of qualified individuals, but no less than the number of Directors to be elected. The nominations shall be made at least thirty (30) days prior to the annual meeting, and a brief statement about the qualifications of each individual so nominated shall be included with the notice of the annual meeting. Nominations shall also be allowed from the members at the regular annual meeting.

Section 5. 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 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 6. Removal. Any Director may be removed from office with or without cause by a two-thirds (2/3) vote of Unit Owners at a regular or special meeting of the Unit Owners called for that purpose. The vacancy in the Board of Directors so created shall be filled by the Unit Owners at the same meeting.

Section 7. Compensation. Directors shall receive no compensation for their services as Directors, unless expressly provided for in resolutions duly adopted by Unit Owners.

Section 8. Quorum. Except in the case of the First Board, four (4) Directors shall constitute a quorum. Two (2) Directors shall constitute a quorum of the First Board.

Section 9. Powers and Duties. The Board shall have the following powers and duties:

(a) to elect and remove the officers of the Association;
(b) to administer the affairs of the Association and the Property;
(c) to engage the services of an agent (hereinafter sometimes called the "Managing Agent") to maintain, repair, replace, administer and operate the Property or any part thereof for all Unit Owners, upon such terms and for such compensation and with such authority as the Board may approve;
(d) to formulate policies for the administration, management and operation of the Property and the Common Elements;
(e) to adopt rules and regulations, with written notice thereof to all Unit Owners, governing the administration, management, opera-

tion 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 fix the estimated annual budget, and to provide the manner of assessing and collecting from Unit Owners their respective shares of such estimated expenses, as hereinafter provided;

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

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

(m) to secure insurance policies as required by the Master Deed, and in this regard, annually to review the amounts of coverage afforded by such policies.

(n) unless otherwise provided herein or in the Master Deed, to comply with the instructions expressed in resolutions duly adopted at any annual or special meeting of Unit Owners by a majority vote of the Unit Owners at such meeting;

(o) to exercise all other powers and duties of Unit Owners as a group referred to in the Horizontal Property Act of the State of Tennessee, or in the Master Deed or these By-Laws.

Section 10. Authority of Board to Act for Association. Whenever in these By-Laws the Association is given the power to take any action, it is the intention of these By-Laws that the Board shall act for the Association in all cases, except and to the extent that it is expressly provided that action be taken upon vote of the Unit Owners.

Section 11. Non-Delegation. Nothing in these By-Laws 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 Unit Owners.

ARTICLE III
Officers

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

(a) a President, who shall be a Director, who shall preside over meetings of the Board and of 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 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;

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

Prior to the first regular annual meeting of the Board, the officers of the Association shall be elected by a majority vote of the First Board appointed by the Developer.

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 person or party 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 two-thirds (2/3) of the total membership 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 Unit Owners.

ARTICLE IV
Assessments

Section 1. 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 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 all 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 adequate reserve fund for contingencies for the year and the maintenance, repair and replacement of those Common Elements which must be repaired on a periodic basis, 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, except for the budget for the first fiscal year, 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. The proportionate share for each Unit Owner shall be based upon his respective ownership interest in the Common Elements. 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 otherwise as directed by the Board. No Unit Owner shall be relieved of his obligation to pay any assessment by abandoning or not using his Unit, the Common Elements, or the Limited Common Elements.

Section 3. Partial Year or Month. For the first fiscal year, the annual budget shall be as approved by the First Board. If such 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 ownership 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. Annual Report. Within ninety (90) days after the end of each fiscal year covered by an annual budget, or as soon thereafter as practicable, the Board shall cause to be furnished to each Unit Owner a statement for such year, 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 annual budget for such year, are insufficient or inadequate to cover the estimated 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 9(c) hereof and expenditures and contracts specifically authorized by the Master Deed and By-Laws, the Board shall not approve any non-budgeted expenditure in an amount in excess of ten percent (10%) of the annual budget for the then current year, unless required for emergency repair, protection or operation of the Common Elements or Limited Common Elements, nor enter into any contract for more than three (3) years, without the prior approval of two-thirds (2/3) of the votes of Association members who are voting in person or by proxy at a meeting duly called for this purpose.

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

If any Unit Owner shall fail or refuse to make any such payment of assessments when due, such delinquent payment shall be subject to a late charge in an amount established by the Board, and such delinquent payment shall also bear interest at the Delinquency Rate as defined in the Master Deed. Such delinquent payment, together with penalty and interest, shall constitute a lien, as provided in the Act, enforceable by the Board, on the interest of such Unit Owner in the Property.

The Association, or its successors and assigns, acting through the Board or its agents, shall have the right to maintain a suit to foreclose any such lien, and there shall be added to the amount due the costs of said suit and other fees and expenses, together with legal interest and reasonable attorney's 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, and such Unit Owner withholds payment thereof after demand by the Association in writing setting forth the amount claimed, the Association shall have the right to possession of such Unit. The Association, acting through the Board, shall have the authority to exercise and enforce any and all rights and remedies as provided for in the Act, the Master Deed, or these By-Laws, 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 its receipts and expenditures affecting the Common Elements, specifying and itemizing the common expenses incurred. Payment vouchers may be approved in such manner as the Board may determine.

The Board shall, upon receipt of ten (10) days' written notice to the Association and upon payment of a reasonable fee, furnish to any Unit Owner a statement of his account setting forth the amount of any unpaid assessment 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 Property or the Common Elements, rather than a lien against only a particular Unit. 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 attorney's 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 on Exhibit E to the Master Deed.

ARTICLE V
Contractual Powers

No contract or other transaction between this 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 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 Association 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 VI
Amendments

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

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

(b) A resolution adopting a proposed amendment may be proposed by either the Board of Directors or by the members of the Association. Members not present in person or by proxy at the meetings to consider the amendment may express their approval in writing, providing such approval is delivered to the Secretary. Any amendment must be approved by not less than sixty-seven (67%) percent of the Unit Owners.

(c) Except as provided in the Master Deed, no amendment shall discriminate against any Unit Owner or against any Unit or class or group of Units unless the Unit Owner so affected shall consent and no amendment shall change any Unit, nor the share in the Common Elements appurtenant to it, nor increase the Unit Owner's share of the Common Expenses (as this term is used in Section 9 of the Master Deed), nor the method of assessment for Common Expenses, nor change the voting rights of members, without the consent of the record owner of the Unit so affected and any Institutional Lenders as required by the Master Deed.

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

ARTICLE VII
Indemnification

Section 1. General. To the extent permitted by law, the Association shall indemnify and hold harmless each of its Directors and officers, each member of any committee appointed pursuant to these By-Laws, the Board, and the Developer against all contractual and other liabilities to others arising out of contracts made by, or other acts of, such Directors, officers, Board committee members or Developer, for or on behalf of the Unit Owners, or arising out of their status as directors, board officers, committee members or Developer, 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 otherwise, in which any such Director, officer, or committee member may be involved by virtue of such person's being or having been such Director, officer, or committee member, 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, or committee member, 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 person's being adjudged liable for gross negligence or fraud in the performance of his duties as such Director, officer, or committee member.

Section 2. Success on Merits. To the extent that a member of the Board, or an officer of the Association, or a member of any committee appointed pursuant to these By-Laws 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 attorney's fees) actually and reasonably incurred by him 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 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 VII.

Section 4. Miscellaneous. The Association and the Board shall have the power to raise and the responsibility for raising, by special assessment or otherwise, any sums required to discharge its obligations under this Article; provided, however, that the liability of any Unit Owner arising out of any contract made by or other acts of the Directors, officers, or members of such committees, or out of the aforesaid indemnity in favor of the Directors, officers, or members of such committees, 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 Unit Owners in the Common Elements. Every agreement made by the Directors, officers, or members of such committees, or by the Managing Agent on behalf of Unit Owners shall provide that the Directors, officers, members of such committees, or the Managing Agent, as the case may be, are acting only as agents for 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 VII 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 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 a member of the Board, 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 VIII
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 conformed copy of the note and deed of trust or mortgage with the Board; and 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 each mortgagee of a Unit shall be permitted to examine the books of account of the Association at reasonable times, on business days, but not more often than once a month.

Section 5. Interest of Valid First Mortgagee. The interest of a valid first mortgagee shall be superior to the interest of the Board 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 By-Laws and the Master Deed 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 IX
Definition of Terms

The terms used in these By-Laws, to the extent they are defined therein, shall have the same meaning as set forth in the Master Deed for Forest Pointe Condominium of record in the Register's Office of Davidson County, Tennessee.

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

ARTICLE X
Conflicts

These By-Laws are set forth to comply with the requirements of Section 66-27-101 et. seq. of the Tennessee Code Annotated, as it may be amended from time to time, and to allow the By-Laws to control in specific situations where such law allows. In the event any of the By-Laws conflict with the provisions of said statute or of the Master Deed, the provisions of said statute or of the Master Deed, as the case may be, shall control.

EXHIBIT E

PERCENTAGE INTEREST IN COMMON ELEMENTS

Total number of Units in Forest Pointe prior to recordation of this Declaration: 0

Total number of Units submitted by this Declaration: 20

Total number of Units in Forest Pointe at the time of recordation of this Declaration: 20

Each Units % Interest in Common Elements
(at the time of recordation of this Declaration) = 1/20th
= .05