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IDENTIFICATION REFERENCE

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FELIX E. [illegible] REGISTER
DAVIDSON COUNTY, TN.

MASTER DEED FOR STONE'S THROW CONDOMINIUM

BOOK 9650 PG 916

THIS MASTER DEED is hereby made and entered into by JANE MCQUIDDY RAINEY LONGHURST (the "Developer").

W I T N E S S E T H:

WHEREAS, the Developer is the legal title holder of certain improved real estate (the "Parcel") located in Davidson County, Tennessee, and described on the attached **Exhibit A**, which is incorporated herein by this reference; and

WHEREAS, the Developer intends to and does hereby submit the Parcel together with all buildings, structures, improvements and other permanent fixtures of whatsoever kind thereon, and all rights and privileges belonging or in any way pertaining thereto (the "Property") to the provisions of the Horizontal Property Act of the State of Tennessee for the express purpose of establishing thereon a horizontal property regime to be known as Stone's Throw Condominium; and

WHEREAS, the Developer further desires to establish the horizontal property regime for her own benefit and for the mutual benefit of all future owners or occupants of the Property or any part thereof, and intends that all future owners, occupants, deed of trust beneficiaries, and any other persons hereinafter acquiring any interest in the Property, shall hold such interest subject to certain rights, easements and privileges in, over and upon the Property and certain mutually beneficial restrictions and obligations with respect to the proper use, conduct and maintenance thereof, as hereinafter set forth, all of which are declared to be in furtherance of a plan to promote and protect the cooperative aspects of residence on the Property, and are established for the purpose of enhancing the value, desirability and attractiveness of the Property; and

NOW, THEREFORE, the Developer 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, Section 66-27-101, *et seq.*, Tenn. Code Ann., as amended.

(b) **"Association"** means Stone's Throw Condominium Association, a Tennessee nonprofit corporation.

(c) **"Board"** means the Board of Directors of the Association.

(d) **"Building"** means the buildings located on the Parcel and forming part of the Property and containing the Units. The "Building" is delineated on the Plat attached hereto as **Exhibit C**.

(e) **"Bylaws"** means the bylaws of the Association attached hereto as **Exhibit B** and made a part hereof, as amended from time to time. For purposes of the Act, all provisions contained in the body of this Master Deed dealing with the administration and maintenance of the Property must be deemed to be a part of the Bylaws.

(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, beams, supports, corridors, roofs, halls, lobbies, stairways, entrances, exits and communication ways;

(3) All basements, yards, and gardens, except as otherwise herein provided, stipulated, or shown on the Plat;

(4) All compartments or installations of central services, if any, which provide power, light, gas, cold and hot water, and all devices or installations existing for common use (but not including installations situated entirely within a Unit and serving only such Unit);

(5) Any meeting room, office and recreational facilities (it being understood and declared that the Developer is not obligated to construct or provide any such amenities or facilities);

(6) Pipes, ducts, electrical wiring and conduits (except pipes, ducts, electrical wiring and conduits situated entirely within a Unit and serving only such Unit); and

(7) All other elements of the Buildings and parts of the Property desirable or rationally of common use or necessary or convenient to the existence, maintenance and safety of the condominium regime established by this Master Deed.

Items (1) through (7) just above comprise the "General Common Elements".

(g) **"Deed of trust"** must include a mortgage, and "deed of trust beneficiary" must include a mortgagee and a holder of a deed of trust.

(h) **"Limited Common Elements"** means all Common Elements contiguous to and serving a single Unit or a certain number of Units to the exclusion of other Units, as an inseparable appurtenance thereto, the enjoyment, benefit or use of which is reserved to the lawful Occupants of such Unit or Units either in this Master Deed, on the Plat, or by later decision of all of the Unit Owners. Limited Common Elements must include, but may not be limited to, exterior doors, windows, and

window frames and sash, any separate furnace, air conditioner, or water heater located within or adjacent to a Unit and serving only such Unit, any pipes, ducts, electrical wiring and conduits located entirely within a Unit and serving only such Unit, and any patio, deck or balcony adjacent to a Unit but serving only such Unit and including the atriums which serves any two (2) Units.

(i) **"Majority"** or **"majority of the Unit Owners"** means the owners of more than fifty percent (50%) of the voting rights of the Unit Owners.

(j) **"Master Deed"** means this instrument, as amended from time to time.

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

(l) **"Parcel"** means the parcel or tract of real estate, described on **Exhibit A** attached to this Master Deed.

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

(n) **"Plat"** means the plat attached hereto as **Exhibit C**.

(o) **"Property"** means all the land and space comprising the Parcel, and all improvements and structures thereon, including the Buildings and all easements, rights and appurtenances belonging thereto, and all furniture, furnishings, fixtures and equipment intended for the mutual use, benefit or enjoyment of the Unit Owners, submitted to the provisions of the Act.

(p) **"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 the other Units. Each Unit is numbered as shown on the Plat, and the boundaries of each Unit must be and are the unfinished interior surfaces of its perimeter walls, floor and ceilings. A Unit includes both the portion of the Building so described and the air space so encompassed, excepting 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 must have the same meaning as the term "apartment" as used in the Act.

(q) **"Unit Owner"** or **"Owner"** means the person or persons whose estates or interests, individually or collectively, aggregate fee simple ownership of a Unit, and of the undivided interest in the Common Elements appurtenant thereto, and must be deemed the same as a "co-owner" under the Act. Unless specifically provided otherwise herein, the Developer must be deemed a Unit Owner so long as she is the legal title holder of any Unit.

2. Submission of Property to the Act. The Developer, by recording this Master Deed, does hereby submit and subject the Parcel and the Property to the provisions of the Act and hereby establishes a horizontal property regime as authorized and described in the Act and to be hereafter known as Stone's Throw Condominium.

3. Plat. The Plat sets forth the numbers, areas, locations, and other data as required by the Act.

4. Units.

(a) Legal Description. The legal description of each Unit must consist of the identifying number or symbol of such Unit as shown on the Plat. Every deed, lease, deed of trust or other instrument must legally describe a Unit by its identifying number or symbol as shown on the Plat, and every such description must 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, plat, court decree or otherwise, subdivide or in any other manner cause such Owner's Unit to be separated into any tracts or parcels different from the whole Unit as shown on the Plat.

(b) Voting Rights. Any vote or action to be taken under this Master Deed by the Unit Owners must be taken on a basis of each Unit having one (1) vote and must be taken in accordance with the Bylaws. If any Unit Owner consists of more than one (1) person, the voting rights of that Unit Owner may not be divided but must be exercised as if the Unit Owner consisted of only one (1) person in accordance with the proxy or other designation made by persons constituting such Unit Owner.

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

(a) Association of Unit Owners. There has been or will be formed an Association having the name Stone's Throw Condominium Association, a Tennessee nonprofit corporation, which Association must be the governing body for all of the Unit Owners. The Association must 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 Bylaws. The Bylaws for the Association must be the Bylaws attached to this Master Deed as **Exhibit B** and made a part hereof. The Board of Directors of the Association must be elected and must serve in accordance with the provisions of the Bylaws. The fiscal year of the Association must be determined by the Board within the confines of applicable law, and may be changed from time to time as allowed by law as the Board deems advisable. The Association must not be deemed to be conducting a business of any kind. All activities undertaken by the Association must be for the use and benefit of Unit Owners in accordance with the provisions of the Master Deed and Bylaws. The Association, through its Board, must represent the Unit Owners in any proceedings, negotiations, settlements and agreements affecting all or part of the Common Elements. Each Unit Owner must be a member of the Association so long as the Owner is a Unit Owner. A Unit Owner's membership must automatically terminate when such Owner 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 must simultaneously succeed to the former Unit Owner's membership in the Association. The aggregate number of votes for all members of the Association must be divided among the respective Unit Owners with one (1) vote granted to each Unit.

(b) Management of Property. The Board must 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 Subsection (c) just below. The Board may require that the Managing Agent have fidelity bond coverage on its employees handling Association funds. The cost of these services must be a common expense, as defined in Section 10 below. Any vote of the Board to adopt any form of management of the Property without the services of a professional property management company must be subject to the prior approval of a majority of all first lien deed of trust beneficiaries of Units.

(c) **Initial Management Contract.** The First Board, appointed as provided herein, must ratify and approve any Management Agreement between the Developer, on behalf of the Association, and a management corporation, to act as Managing Agent for the Property, for a term as approved by this First Board, but not to exceed one (1) year.

(d) **Use by Developer.** During the period of sale by the Developer of any Units, the Developer, and the Developer's agents, employees, contractors and subcontractors, and their respective agents and employees, must be entitled to access, ingress to and egress from the Building and Property as may be required for purposes of sale of the Units. While the Developer owns any of the Units and until each Unit sold by her is occupied by the purchasers, the Developer and her employees may use and show one or more of such unsold or unoccupied Units as a model Unit or Units, or as a sales office, and may maintain customary signs in connection therewith.

(e) **Non-Liability of the Directors, Board, Officers and Developer.** Neither the directors, Board, officers of the Association, nor the Developer shall be personally liable to the Unit Owners for any mistake of judgment or for any other acts or omissions of any nature whatsoever as such directors, Board, officers, or Developer, except for any acts or omissions found by a court to constitute gross negligence or fraud. The Unit Owners must indemnify and hold harmless each of the directors, Board, officers, and Developer, and their respective heirs, personal and legal representatives, successors and assigns, or any of them, in accordance with, and as provided in, the Bylaws and Charter of the Association.

(f) **Interest of Association in Common Elements.** Ownership of the Common Elements is allocated as described in Section 7 hereof. The Association has no ownership interest in the Common Elements.

6. **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 must be final and binding on each and all such Unit Owners.

7. **Ownership of the Common Elements.** Each Unit Owner must be entitled to the percentage of ownership in the Common Elements allocated to the respective Unit owned by such Unit Owner, with each Unit being allocated a one-fourth (1/4) interest in the Common Elements. The percentages of ownership interest must remain constant unless hereafter changed by the addition of a phase or phases to the horizontal property regime by Developer, or otherwise by recorded amendment to this Master Deed consented to in writing by the Unit Owners, in accordance with the requirements hereinafter contained. Furthermore, no change in the percentage of ownership may be effected more than seven (7) years from the filing of this Master Deed. The ownership interest in the Common Elements must be an undivided interest. The Common Elements must be owned by the Unit Owners as tenants in common in accordance with their respective percentages of Ownership. The ownership of each Unit may not be conveyed separate from the percentage of ownership in the Common Elements corresponding to the Unit. The undivided percentage of ownership in the Common Elements corresponding to any Unit must be deemed conveyed or encumbered with that Unit, even though the legal description in the instrument conveying or encumbering the Unit may refer only to the fee title to that Unit.

8. **Use of the Common Elements.** Except as hereinafter set forth (particularly in Section 9), each Unit Owner must have the right 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, as may be required for permitted recreational uses and for the purposes of access, ingress to, egress from, use, occupancy and enjoyment of the respective Unit owned by such Unit Owner. The right to use the Common Elements must extend to each Unit Owner, and the Owner's agents, servants, tenants, family members, customers, invitees and licensees. However, each Unit Owner must have the right to the exclusive use and possession of the Limited Common Elements contiguous to and serving such Unit alone or with adjoining Units. Each Unit Owner must have an unrestricted right of ingress and egress to his or her Unit. The rights to use the Common Elements, including the Limited Common Elements, must be subject to and governed by the provisions of the Act, Master Deed, Bylaws and any rules and regulations established by the Association. In addition, the Association must have the authority to lease, grant concessions or grant easements with respect to parts of the Common Elements, subject to the other provisions of this Master Deed and the Bylaws. Any income derived by the Association from leases, concessions or other sources must be held and used for the benefit of the Association, pursuant to the rules, resolutions or regulations as the Board may adopt or prescribe and as allowed by this Master Deed and the Bylaws and Charter of the Association.

9. Storage Areas and Parking Spaces. Any storage areas on the Property, except those inside the Units and those which are Limited Common Elements, must be part of the Common Elements and may be allocated with exclusive use thereof assigned by the Developer to the respective Unit Owners, and must be used by the Unit Owners in the manner and subject to the rules and regulations as the Board may prescribe. Parking spaces within the Parcel must be part of the Common Elements as provided herein, and may be allocated with exclusive use thereof assigned by the Developer, or the Board, to the respective Unit Owners, and must be used by the Unit Owners in the manner and subject to the rules and regulations as the Board may prescribe.

10. Common Expenses.

(a) **Developer Liability.** Until January 1, 1996, the Developer will assume liability for all expenses associated with the administration and operation of the common elements and any other expenses incurred in conformance with the Master Deed and Bylaws (which expenses are herein sometimes referred to as "common expenses"). After January 1, 1996, the common expenses will be allocated as indicated in Paragraph 10(b) hereof.

(b) **Pro rata Share.** Commencing on January 1, 1996, each Unit Owner, and the Developer, must pay his or her proportionate share of the common expenses, including, but not limited to, the maintenance and repair thereof and any and all replacements and additions thereto. The proportionate share of the common expenses for a Unit Owner must be in accordance with the Owner's percentage of ownership in the Common Elements. Payment of common expenses, including any prepayment thereof required by any contract for a sale of a Unit, must be in the amounts and at the times as determined in the manner provided in the Bylaws. No Unit Owner shall be exempt from payment of such Owner's proportionate share of the common expenses by waiver or non-use of enjoyment of the Common Elements or Limited Common Elements, or by abandonment of the Owner's Unit. If any Unit Owner fails or refuses to make any payment of the common expenses when due, the amount thereof, together with interest thereon at the rate of ten percent (10%) per annum, after these common expenses become due and payable, must constitute a lien on the interest of the Unit Owner in the Property as provided in the Act. Each assessment for common expenses against a Unit must be the personal obligation of the Owner of the Unit at the time the assessment is due. A successor in title to a Unit must not be personally obligated to pay any unpaid assessments for common expenses that have been levied against

a Unit unless the successor in title expressly assumes the payment of same. Provided, however, any lien encumbering a Unit as above described may not be affected by transfer of a Unit.

(c) **Enforcement.** If any Unit Owner fails to maintain that Owner's Unit, or the Limited Common Elements attributable to the Unit, or if any Unit Owner fails to pay his or her proportionate share of any common expense when due, then the Board may, after ten (10) days' notice to the defaulting Unit Owner, have the Association perform the maintenance, advance and pay the sums, or do any other reasonable act necessary to cure the default. The Association must have a lien against the Unit of the defaulting Unit Owner securing payment of the sums expended or advanced, and must be entitled to enforce this lien by filing suit in a court of competent jurisdiction. If the Association is successful in a suit, it may recover reasonable attorneys' fees and costs incurred in the suit for the enforcement of its rights.

(c) **Deed of Trust Protection.** The lien for common expenses payable by a Unit Owner must be subordinate to the lien of a recorded deed of trust on the interest of a Unit Owner, except for the amount of the proportionate share of common expenses that become due and payable from and after the date on which the beneficiary thereunder takes possession of the Unit encumbered thereby, accepts a conveyance of any interest therein (other than as security) or forecloses on its deed of trust, and except for pro rata assessments resulting from a pro rata reallocation to all Units of common expenses and/or assessments. Any deed of trust beneficiary that takes possession of a Unit in any manner described just above must be exempt from any right of first refusal. This Subsection (c) may not be amended, changed, modified or rescinded without the prior written consent of all deed of trust beneficiaries of record.

(d) **Special Assessments.** In addition to the annual assessments for common expenses authorized above, the Association may levy a special assessment for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of capital improvements upon or as part of the Common Elements, including fixtures and personal property related thereto, provided that any such assessment shall have the assent of three-fourths (3/4) of the votes of Unit Owners.

11. Deeds of Trust. Each Unit Owner must have the right, subject to the provisions herein, to make separate deeds of trust for that Owner's respective Unit together with the Owner's respective ownership interest in the Common Elements. No Unit Owner has the right or authority to make or create, or cause to be made or created, from the date hereof, any deed of trust or other lien on or affecting the Property or any part thereof, except only to the extent of the Owner's Unit and the respective percentage interest in the Common Elements corresponding thereto.

12. Separate Real Estate Taxes. Real estate taxes must be separately taxed to each Unit Owner for that Owner's Unit and his or her corresponding percentage of ownership in the Common Elements, as provided in the Act. If the 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 must pay the Owner's proportionate share thereof in accordance with the Owner's respective percentage of ownership interest in the Common Elements, and the taxes must be a common expense.

13. Insurance *and* Damage.

(a) **Insurance Generally.** The Board must obtain insurance for the Property and Common Elements, exclusive of the additions within, improvements to and decorating of the Units 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 and the Buildings, and against other hazards and for the amounts as the Board may deem advisable. The insurance must, if possible, include all or any portion of all Limited Common Elements. Insurable replacement cost must be deemed to be the cost of restoring the Common Elements, Units or any part thereof to substantially the same condition in which they existed prior to damage or destruction. The insurance coverage must be written in the name of, and the proceeds thereof must be payable to, the Board of the Association, as the trustee for each of the Unit Owners in direct ratio to the Unit Owner's respective percentage of ownership in the Common Elements, as set forth in the Master Deed, and for the holders of deeds of trust on his Unit, if any. The policy of insurance should also contain, if possible, a waiver of subrogation rights by the insurer against individual Unit Owners. The premiums for the insurance must be a common expense. However, at the option of the Board, and upon written notice to all Unit Owners, premiums for such insurance may be separately billed to each Unit Owner for that Owner's Unit and the Owner's corresponding percentage of ownership in the Common Elements.

(b) **Damage - Less than two-thirds (2/3) of Building.** Upon damage to or destruction of any Building or Common Elements as a result of fire or other casualty covered by insurance proceeds, unless more than two-thirds (2/3) of the Building requires reconstruction, the Board must, in its discretion, with the prior written approval of all of the first lien deed of trust beneficiaries of the Units affected, determine and, without intervention of any Unit Owner, arrange for the prompt repair and restoration of the damaged portions of all Units and Common Elements substantially in accordance with the original plans and specifications therefor. Where the insurance indemnity is insufficient to cover the cost of the repairs and restoration, the deficit must be paid by all Unit Owners directly affected by the damage, in proportion to each Unit's percentage of ownership in the Common Elements. The Board is not be responsible for the repair, replacement or restoration of any wall, ceiling or floor decorations or covering, or furniture, furnishings, fixtures, appliances or equipment installed in the Unit by a Unit Owner or Occupant unless insurance therefor is specifically provided for in the insurance policy obtained by the Board.

(c) **Damage - More than two-third (2/3) of Building.** Reconstruction is not compulsory where the whole or more than two-thirds (2/3) of all the Buildings are destroyed or damaged by fire or other casualty, as determined by the Board. In that case, unless otherwise unanimously agreed upon by the Unit Owners and their deed of trust beneficiaries, the insurance proceeds must be delivered to the Unit Owners, or their deed of trust beneficiaries, as their interests may appear, in proportion to the respective interests of the Unit Owners, as computed by dividing the square footage of each Unit by the total square footage of all Units taken together; and the Board, as soon as reasonably possible and as agent for the Unit Owners, must sell the Property, in its then condition, free from the effect of this Master Deed, which must terminate upon the sale, on terms satisfactory to the Board. The net proceeds of a sale and the net proceeds of all insurance policies must thereupon be distributed to the Unit Owners or their deed of trust beneficiaries, as their interests may appear, in proportion to the percentage 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, the Managing Agent, or the Board, must, or if they do not, any Unit Owner or deed of trust beneficiary may, record a sworn declaration setting forth the 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 horizontal property regime shall terminate.

(d) **Other Liability Insurance.** The Board must also obtain comprehensive public liability insurance, workers' compensation insurance and other liability insurance as it deems desirable, insuring each Unit Owner, deed of trust beneficiaries of record, if any, the Association, its officers, directors, Board and employees, the Developer, and the Managing Agent, if any, from liability in connection with the Common Elements. The premiums for this insurance must be a common expense. However, at the option of the Board, and upon written notice to all Unit Owners, premiums for this insurance may be separately billed to each Unit Owner for that Owner's corresponding percentage of ownership in the Common Elements. The Board must retain in safekeeping any public liability policy for six (6) years after the expiration date of the policy.

(e) **Other Insurance.** The Board may obtain other insurance as it deems desirable, in the amounts, from the sources and in the forms as it deems desirable, insuring the Property and each member of the Board and officers of the Association, and members of any committee appointed pursuant to the Bylaws of the Association from liability arising from the fact that said person is or was director or officer of the Association, or a member of such a committee.

(f) **Unit Insurance.** Each Unit Owner must be responsible for obtaining his or her own insurance on the contents of such Owner's Unit, as well as additions and improvements thereto, decorations, furnishings and personal property therein, and personal property stored elsewhere on the Property. In addition, if a Unit Owner desires to insure against his or her personal liability and loss or damage by fire or other hazards above and beyond the extent that the Owner's liability, loss or damage is covered by the liability insurance and insurance against loss or damage by fire and other hazards obtained by the Board for all of the Unit Owners as part of the common expenses, as above provided, said Unit Owner may, at such Owner's option and expense, obtain additional insurance.

14. Maintenance, Repairs and Replacements.

(a) **Generally.** Each Unit Owner, at his or her expense, must furnish and be responsible for all maintenance of, repairs to, and replacements within the Owner's Unit; provided, however, the Board may choose to provide the maintenance and repairs as part of the common expense. Maintenance of, repairs to and replacements within the Common Elements must be furnished by, the Association. The cost of maintenance of, repairs to and replacements within the Common Elements must be part of the common expenses, subject to the Bylaws, rules and regulations of the Association. To the extent not covered by the Association's insurance, the expenses for the maintenance, repair or replacement of Limited Common Elements must be borne by the Owner of the Unit to which such Limited Common Elements are appurtenant. At the discretion of the Board, maintenance of, repairs to and replacements within the other Limited Common Elements may be assessed in whole or in part to Unit Owners benefitted thereby. Further, at the discretion of the Board, the Board may direct Unit Owners who stand to be benefitted by the maintenance of, repairs to and replacement within the Limited Common Elements to arrange for the maintenance, repairs and replacement in the name and for the account of the benefitted Unit Owners, pay the cost thereof with their own funds, and procure and deliver to the Board lien waivers and contractors' and subcontractors' sworn statements as may be required to protect the Property from all mechanics' or materialmen's lien claims that may arise therefrom.

(b) **Damage Resulting from Negligence.** If, due to the act or neglect of a Unit Owner, or the agent, servant, tenant, family member, invitee, licensee or household pet thereof, damage is caused to the Common Elements or to a Unit or Units owned by others, or maintenance, repair or replacement are required which would otherwise be a common expense, then such Unit Owner must pay

for the damage or the maintenance, repair and replacements, as may be determined by the Association, to the extent not covered by the Association's insurance or if sufficient proceeds are not collected from the insurance carrier.

(c) **Access for Repairs or Emergency.** The authorized representative of the Association, Board or of the Managing Agent with approval of the Board must 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 Limited Common Elements in the event of an emergency, or in connection with maintenance of, repairs or replacements within the Common Elements, Limited Common Elements or any equipment, facilities or fixtures affecting or serving the 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 Sections 16 and 19 below, no alteration of any Common Elements, or any additions or improvements thereto, may be made by any Unit Owner without the prior written approval of the Board. The Board may authorize and charge as common expenses alterations, additions and improvements of the Common Elements as provided in the Bylaws. Any Unit Owner may make alterations, additions or improvements within the Unit of the Unit Owner without the prior written approval of the Board, but such Unit Owner must be responsible for any damage to other Units, the Common Elements, the Property, or any part thereof, resulting from alterations, additions or improvements.

16. Decorating. Each Unit Owner, at such Owner's expense, must furnish and be responsible for all decorating within the Owner's Unit and Limited Common Elements serving the 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 must be entitled to the exclusive use of the interior surfaces of the perimeter walls, floor and ceilings of his or her Unit. The Unit Owner must maintain the interior surfaces in good condition at the Owner's sole expense, as may be required from time to time. Maintenance and use of interior surfaces must be subject to the rules and regulations of the Association, but each Unit Owner must have the right to decorate the interior surfaces from time to time as the Owner sees fit and at the Owner's sole expense. Decorating of the Common Elements and Limited Common Elements (other than interior surfaces within the Units as above provided) and any redecorating of Units, to the extent such redecorating of Units is made necessary by damage to Units caused by maintenance, repair or replacement of the Common Elements by the Association, must be furnished by the Association as part of the common expenses.

17. Encroachments and Easements.

(a) **Easement for Encroachments.** If any portions of the Common Elements actually encroach upon any Unit, or if any Unit actually encroaches upon any portions of the Common Elements, or if any Unit actually encroaches upon another Unit, as the Common Elements and Units are shown by the Plat, there must 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.

(b) **Permits, Licenses and Easements.** The Association must have the right to grant permits, licenses and easements over the Common Elements for utilities, roads and other purposes reasonably necessary or useful for the proper maintenance or operation of the horizontal property regime.

18. Association's Right to Purchase at a Foreclosure Sale.

(a) Right to Purchase. The Board must have the power and authority to bid and purchase, for and on behalf of any Unit, or interest therein, at a sale pursuant to a deed of trust foreclosure, a foreclosure of the lien for common expenses under the Act, or an order or direction of a court, or at any other involuntary sale, upon the consent or approval of Unit Owners owning not less than three-fourths (3/4) of the total number of Units (excluding the Unit sold). The consent must set forth a maximum price which the Board or its duly authorized agent may bid and pay for said Unit.

(b) Financing Purchase. The Board shall have authority to make loan and deed of trust arrangements and special assessments proportionately among the respective Unit Owners, and other financing arrangements as the Board may deem desirable, in order to close and consummate the purchase or lease of a Unit, or interest therein, by the Association. However, no financing arrangement may be secured by an encumbrance on any interest in the Property other than the Unit, or interest therein, to be purchased or leased, and the percentage interest in the Common Elements appurtenant thereto.

19. Use and Occupancy Restrictions.

(a) Unit. Subject to the provisions of the Bylaws, no part of the Property may be used for purposes other than housing and the related common purposes for which the Property was designed and as allowed by applicable zoning laws. Each Unit or any two or more adjoining Units used together shall be used as a residence or for such other use permitted by this Master Deed, and for no other purpose, except that professional and quasi-professional people may use their residence (not in violation of applicable zoning laws) as an ancillary or secondary facility to an office established elsewhere. The foregoing restrictions as to residence shall not, however, be construed in such manner as to prohibit a Unit Owner from: (a) maintaining a personal professional library, (b) keeping personal business or professional records or accounts, or (c) handling personal business or professional telephone calls or correspondence. Such uses are expressly declared customarily incident to the principal residential use and not in violation of said restrictions. No Unit shall be leased or rented for less than ninety (90) days, and all leases of Units shall be in writing and subject to the requirements of this Master Deed, the Bylaws and the rules and regulations of the Association.

(b) Common Elements. The Common Elements must be used only by the Unit Owners and their agents, servants, tenants, family members, customers, invitees and licensees for access, ingress to and egress from the respective Units and for other purposes incidental to use of the Units; provided, however, that any areas designed for a specific use must be used for the purposes approved by the Board. The use, maintenance and operation of the Common Elements may not be obstructed, damaged or unreasonably interfered with by any Unit Owner, and must be subject to any lease, concession or easement, presently in existence or entered into by the Board at some future time, affecting any part or all of said Common Elements.

20. Remedies.

(a) Generally. Upon any violation of the provisions of the Act, Master Deed, Bylaws or rules and regulations of the Board or Association by any Unit Owner (either by his or her own conduct or by the conduct of any other Occupant of the Owner's Unit), the Association, or its successors or assigns, or the Board, or its agent, has each and all of the rights and remedies as provided for in the Act, Master Deed, Bylaws, or the rules and regulations, or that may be available at law or in equity, and

may prosecute an action or other proceeding against the defaulting Unit Owner and/or others for enforcement of any lien and the appointment of a receiver for the Unit and ownership interest of the Unit Owner, or for damages or injunction or specific performance, or for judgment for payment of money and collection thereof, or the right to sell the Unit through judicial process as provided hereinbefore, 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 attorneys' fees and other fees and expenses and all damages, liquidated or otherwise, together with interest thereon at the rate of ten (10%) percent per annum until paid, must be charged to and assessed against the defaulting Unit Owner, and must be added to and deemed part of the Owner's respective share of the common expenses. The Board must have a lien for all of the same, as well as for nonpayment of his or her respective share of the common expenses, upon the Unit and ownership interest in the Common Elements of the defaulting Unit Owner and upon all of the Owner's additions and improvements thereto and upon all of such Owner's personal property in the Owner's Unit or located elsewhere on the Property, provided, however, that this lien must be subordinate to the lien of a recorded deed of trust on the interest of such Unit Owner, except for the amount of the proportionate share of the common expenses which become due and payable from and after the date on which the deed of trust beneficiary either takes possession of the Unit, accepts a conveyance of any interest therein (other than as a security) or forecloses on its deed of trust. Upon any default by any Unit Owner, the Board and the Managing Agent, if so authorized by the Board, must have the authority to correct the default, and to do whatever may be necessary for such purpose. All expenses in connection therewith must be charged to and assessed against the 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 Section 20 may not be amended, changed, modified or rescinded without the prior consent of all deed of trust beneficiaries of record of the Units.

(b) **Right to Enter and Take Possession; Injunctive Relief.** The violation of any restriction or condition or regulation adopted by the Board or the breach of any covenant or provision herein contained, must give the Board, and its employees or agents under its direction, the right, in addition to any other rights provided for in this Master Deed, (a) to enter (either peaceably or forcibly without liability to the Unit Owner for entering) upon the Unit, or any portion of the Property upon which, or as to which the violation or breach exists and to summarily abate and remove, at the expense of the defaulting Unit Owner, any structure, thing or condition that may exist thereon contrary to the intent and meaning of the provisions hereof, and the Board, or its employees or agents, may 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 forcibly without liability to the Unit Owner for entering) of the Unit Owner's interest in the Property and to maintain an action for possession of the Unit in the manner provided by law.

(c) **Termination of Rights as a Unit Owner.** If any Unit Owner (either by such Owner's conduct or by the conduct of any other Occupant of his Unit) violates the Act, or any of the covenants or restrictions or provisions of this Master Deed or the regulations adopted by the Board, and if such default or violation continues for ten (10) days after notice to the Unit Owner in writing from the Board, or shall occur repeatedly during any one-hundred eighty (180) day period after written notice or request to cure from the Board, the Board must have the power to issue to the defaulting Owner a notice in writing terminating the rights of the defaulting Owner to continue as a Unit Owner and to continue to occupy, use or control the Owner's Unit. Thereupon an action in equity may be filed by the Board against the defaulting Owner for a decree of mandatory injunction against the defaulting Owner or Occupant, or in the alternative, for a decree declaring the termination of the defaulting Owner's right to occupy, use or control the Unit owned by him or her on account of the violation, and ordering that all

the right, title and interest of the defaulting Owner in the Property be sold (subject to the lien of any existing deed of trust) at a judicial sale upon the notice and terms as the court determines, except that the court must enjoin and restrain the defaulting Owner from reacquiring the Owner's interest at the judicial sale. The proceeds of any judicial sale must first be paid to discharge court costs, court reporter charges, reasonable attorneys' fees and all other expenses of the proceeding and sale, and all such items must be taxed against the defaulting Owner in the decree. Any balance of proceeds, after satisfaction of charges and any unpaid assessments hereunder or any liens, must be paid to the defaulting Owner. Upon the confirmation of the sale, the purchaser must 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 possession or assistance for the purpose of acquiring possession, and it must be a condition of any sale, and the decree must so provide that the purchaser must take the interest in the Unit Ownership sold subject to this Master Deed.

(d) **List of Delinquent Unit Owners.** In addition to the other remedies provided for herein, upon default by a Unit Owner in the payment of the Unit Owner's respective share of the common expenses which default continues for a period of one hundred eighty (180) days, the Board must have the power and authority to place the Unit Owner's name on a list of delinquent Unit Owners, which list may be posted at a place designated by the Board for notices.

(e) **Unit Owners' Rights of Action.** Any aggrieved Unit Owner must also have all rights of action available in law or equity should another Unit Owner, or the Association, fail to comply with the requirements of the Master Deed, Bylaws, or rules and regulations of the Association.

21. (a) **Generally.** Except as specifically stated elsewhere herein, particularly Section 29(c), and except for this Section 21, any provisions of this Master Deed may be changed, modified or rescinded by an instrument in writing, setting forth such change, modification or rescission, signed by Unit Owners owning not less than three-fourths (3/4) of the total Units and acknowledged and approved by a majority of the first lien deed of trust beneficiaries, provided, however, that all lien holders of record have been notified by certified mail of the change, modification or rescission, and an affidavit by the secretary of the Association certifying to the mailing is made a part of the instrument. The change, modification or rescission must be effective upon recording of such instrument in the office of the Register of Deeds for Davidson County, Tennessee; provided, however, that no provision in this Master Deed may be changed, modified or rescinded so as to conflict with the provisions of the Act.

(b) **Unanimous Consent Required.** If the Act, the Master Deed or the Bylaws 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 changing, modifying or rescinding any provision of this Master Deed with respect to such action must be signed by all Unit Owners or all lien holders, or both, as required by the Act or this Master Deed.

(c) **Developer Amendment.** Notwithstanding the above, the Developer must have the right to make and record any necessary amendment to this instrument for the express purpose of completion of development or as may be required to obtain FHA/VA, FNMA and/or FHLMC approval for the condominium development.

22. **Notices.**

(a) **Generally.** Notices provided for in the Act, Master Deed or Bylaws must be in writing, and must be addressed if to a Unit Owner, to the address of the Owner's Unit, and if to the

Association or Board, as the case may be at _____, _____, Tennessee _____, or at such other address as may be hereinafter provided. The Association or Board may designate a different address or addresses for notices to them, respectively, 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 acknowledgment of the receipt thereof.

(b) **Holder of Deed of Trust.** Upon written request to the Board, the holder of any recorded deed of trust, or deed of trust beneficiary, encumbering any Unit must 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 deed of trust.

23. **Severability.** If any provision of the Master Deed or Bylaws, 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 Bylaws and of the application of any provision, section, sentence, clause, phrase or word in any other circumstances may not be affected thereby.

24. **Perpetuities and Restraints on Alienation.** If any of the options, privileges, covenants or rights created by this Master Deed are unlawful, void or voidable for violation of the rule against perpetuities, then that provision must continue until the later of (a) twenty-one (21) years after the death of the survivor of the now living descendants of the Governor of Tennessee, Don Sundquist, or (b) for ninety (90) years after the creation of the option, privilege, covenant or right.

25. **Rights and Obligations.**

(a) **Covenants Running with the Land - Master Deed.** Each grantee of the Developer, 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 future Unit Owners and Occupants must be subject to and must comply with the provisions of this Master Deed. Any restrictions or rules in the Bylaws that are more than administrative in nature such as, but not limited to, reservations and future rights of the Developer, are hereby incorporated into and made a part of this Master Deed by reference. All rights, benefits and privileges of every character hereby imposed must be deemed and taken to be covenants running with the land, and must bind any person having at any time an interest or estate in the land, and must inure to the benefit of the grantee 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.

(b) **Covenants Running with Land - Bylaws.** All present and future Unit Owners, tenants and Occupants of a Unit must be subject to, and must comply with, the provisions of the Bylaws appended hereto and recorded herewith as they may be amended from time to time. The acceptance of a deed of conveyance, devise or of a lease to a Unit, or the entering into occupancy of any Unit must constitute an agreement that the provisions of the Bylaws 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, tenant or Occupant, and all of such provisions must be deemed and taken to be covenants running with the land and must 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.

(c) **Incorporation by Reference - Deed of Trust.** The terms and conditions of the Master Deed, Bylaws and rules and regulations may be incorporated by reference in, and become part of, the agreement between any deed of trust beneficiary and any present or future Unit Owner who enters into an agreement with a deed of trust beneficiary. When so incorporated, any default in the terms and conditions of the Master Deed, Bylaws or rules and regulations may be considered as a default by the Unit Owner, whereupon said deed of trust beneficiary, after exercising its option to declare a default, must then have all of the rights and privileges arising as a result of a default under its agreement with the Unit Owner.

26. Trustee as Unit Owner. If title to any Unit is conveyed to a land title holding trust, under the terms of which all powers of management, operation and control of the Unit remain vested in the trust beneficiary or beneficiaries, then the beneficiaries thereunder must be considered Unit Owners for all purposes and they must 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 Declaration against the Unit. No claim may be made against any such title holder trustee personally for payment of any lien or obligation hereunder created and the trustee may not be obligated to sequester funds or trust property to apply in whole or in part against the lien or obligation. The amount of any such lien or obligation must continue to be a charge or lien upon the Unit and the beneficiaries of the trust, notwithstanding any transfers of the beneficial interest of any trust or any transfer of title to such Unit.

27. Condemnation. Upon a taking in condemnation or by eminent domain of a part of the Common Elements, the award made for such taking must be payable to the Board for and on behalf of the Association and all deed of trust beneficiaries affected. If a majority of the Board in their discretion, with written consent of a majority of the deed of trust beneficiaries affected, approve the repair and restoration of the Common Elements, then the Board must disburse the proceeds of the award to the contractors engaged in the repair and restoration in appropriate progress payments. If the Board and the deed of trust beneficiaries do not approve the repair and commence restoration of the Common Elements within one hundred eighty (180) days after taking by the public or private authority, the Board must disburse the net proceeds of the award on the basis of such Unit's percentage of ownership in the Common Elements to the Unit Owners and the deed of trust beneficiaries as their interests may appear.

28. Rights Reserved. The Unit Owner's right of enjoyment in the property commonly owned by the Association as herein created must be subject to:

(a) The right of the Association, as provided in its Bylaws, to suspend the enjoyment rights of any member 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; and

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

(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 the purposes and subject to the conditions as may be agreed to by the members entitled to vote thereon, provided that, except as allowed by (d) just below, no diminution, dedication or transfer, or determination as to the purposes or as to the conditions thereof, may be effective unless the members of the Association entitled to cast seventy-five percent (75%) of the total votes of members, and the appropriate consent(s) of the other parties required herein, have all been recorded, agreeing to the act; and

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

29. Provisions Relative to Deed of Trust Beneficiaries' Rights and to Federal Home Loan Mortgage Corporation and Federal National Mortgage Association Regulations. Notwithstanding anything to the contrary contained in this Master Deed, or in the Bylaws which are attached hereto, all terms, conditions and regulations which are now existing, or which may be amended from time to time, by the Federal Home Loan Mortgage Corporation ("FHLMC") or Federal National Mortgage Association ("FNMA") pertaining to condominium regimes are hereby incorporated into this Section 29 as terms and conditions of the Master Deed and must be governing upon the Property, the Developer, and the Association, so long as such terms or conditions are not inconsistent with the laws of the State of Tennessee as found in the Act, as such may be amended.

Specifically, without limitation upon the foregoing, the following declarations shall be fully effective and controlling over any other terms of the Master Deed, outside this Section 29, or Bylaws which are in conflict:

(a) A beneficiary, insurer or guarantor to any first lien deed of trust secured by a Unit at its request is entitled to a financial statement of the Association for the preceding fiscal year.

(b) Any first lien deed of trust beneficiary of a Unit which comes into possession of the Unit pursuant to the remedies provided in the deed of trust, foreclosure under the deed of trust, or deed in lieu of foreclosure must take the property free of any claims for unpaid assessments, fees or charges against the mortgaged Unit which accrue prior to the time the beneficiary comes into possession of the Unit.

(c) Unless at least three-fourths (3/4) of the first lien deed of trust beneficiaries (based upon one (1) vote for each deed of trust held), and Unit Owners owning at least three-fourths (3/4) of the total Units have given their prior written approval, the Association shall not be entitled to:

(i) Change the percentage interests of ownership or pro rata obligations of all or any Unit or Unit Owner.

(ii) Partition or subdivide any Unit or the Common Elements.

(iii) By act or omission seek to (a) abandon the horizontal property regime or condominium status of the Property, except as allowed by § 66-27-118 and § 67-27-119, Tenn. Code Ann., subject however to the specific requirements relating thereto contained in this Master Deed, or (b) encumber, sell or transfer the Common Elements, except for the granting of easements for public utilities or for other public purposes consistent with the intended use of the Common Elements.

(iv) Use hazard insurance proceeds for losses to any condominium Property (whether to individual Units or Common Elements) for other than the repair, replacement, or reconstruction of such improvements, except as provided in § 66-27-118, Tenn. Code Ann., in case of substantial loss to the Units or Common Elements to the condominium project.

(d) Unit Owners, first lien deed of trust beneficiaries, and insurers or guarantors of any first lien deed of trust, must have the right to examine the books, records, current copies of the Master Deed, Bylaws, and rules and regulations of the Association and the condominium project during normal business hours and upon request.

(e) An adequate reserve fund for maintenance, repair and replacement of Common Elements which must be replaced on a periodic basis shall be established and funded by regular monthly payments rather than only by special assessments. A working capital fund for the initial months of operation equal to at least two (2) months' assessments for each Unit must be established, collected and transferred to the Association at the time of closing of sale by the Developer of each Unit and maintained in an account for the use and benefit of the Association.

(f) As set forth in § 66-27-120, Tenn. Code Ann., all taxes, assessments and charges which may become liens prior to a deed of trust under the laws of the State of Tennessee must relate only to the individual Unit and not to the condominium project as a whole.

(g) No Unit Owner or any other party has priority over any rights of the first lien deed of trust beneficiaries of Units and Common Elements.

(h) Any agreement for professional management of the condominium project, whether it be by the Developer, her heirs and assigns, or any other person or entity, may be terminated on ninety (90) days' written notice and the terms of any such contract must so provide and may not be of a duration in excess of three (3) years. Prior to passage of control from the Developer, the Association may not be bound, directly or indirectly, to contracts or leases unless there is a right of termination of them upon not more than ninety (90) days' notice without penalty.

(i) Upon written request, the Association must give to any deed of trust beneficiary of a Unit, the FHLMC, FNMA, any lending institution servicing such deeds of trust as are acquired by the FHLMC or FNMA, or any insurer or guarantor of a deed of trust on a Unit, timely notice in writing of any loss to or the taking of the Common Elements of the condominium project if such loss or taking exceeds _____ ($_____) Dollars, or of any other condemnation or casualty loss that affects either a material portion of the project or the Unit securing its deed of trust, a lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Association, or any proposed action that requires the consent of a specified percentage of deed of trust beneficiaries.

(j) The interest of a first lien deed of trust beneficiary in a mortgaged Unit must be superior to the interests of any other person, group, partnership, corporation or entity of any kind, including any interest the Board, the Developer or any Unit Owner may have in any portion of the premises, regardless of the nature of the interest or the manner in which it is acquired.

(k) Notwithstanding the above, any first lien deed of trust beneficiary must have all of the rights granted to a first lien deed of trust beneficiary herein, and in addition must have all of the rights granted to an institutional first lien deed of trust beneficiary under its deed of trust, and under the laws of the State of Tennessee.

(l) A lien first deed of trust beneficiary of a Unit Owner upon written request is entitled to written notification from the Association of any default in the performance by the Unit Owner of any obligation under this Master Deed, Bylaws or rules and regulations of the Association, which is not cured within sixty (60) days.

(m) The casualty and liability insurance, hazard and flood insurance, and fidelity bond coverage required to be maintained by the Association must meet the requirements specified in the FNMA Lending Guide. Part 5, Chapter Seven, "Insurance Requirements".

30. Miscellaneous. The captions used herein are for reference purposes only and may not limit or broaden the meaning of any section. When used herein, the singular must include the plural, the plural the singular, and the use of one gender must apply to any gender.

IN WITNESS WHEREOF, the undersigned has executed this Master Deed on this the 13th day of April, 1995.

Jane McQuiddy Rainey Longhurst
JANE MCQUIDDY RAINEY LONGHURST

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

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

WITNESS my hand and official seal at Nashville, Tennessee, this 13th day of April, 1995.

Sullivant Marshall
NOTARY PUBLIC

My Commission Expires: 7-22-95

MONTGOME\59.03\MASTER.DED

EXHIBIT A

REAL ESTATE

Land in Davidson County, Tennessee, being part of Blocks A and B on the Plan of Royal Oaks Land Company's Subdivision of the Baker Tract, as of record in Book 421, pages 102 and 103, Register's Office for Davidson County, Tennessee, described as follows:

Beginning at a point on the northerly margin of Harding Place 121 feet 4-1/2 inches west of the west margin of West View Avenue, thence northerly with the westerly margin of a tract of land conveyed to the Belle Meade Company to Jonas Coverdale by deed of record in Book 749, page 509, said Register's Office, 247 feet more or less, to a point; thence westerly in a straight line parallel with the southerly margin of an alley, (now closed) in the rear of said Blocks A and B, 125 feet, more or less to the east line of the Virginia Hale property; thence southerly with her said easterly line 273 feet 9 inches more or less, to the northerly margin of Harding Place, thence easterly with the northerly margin of Harding Place 121 feet 4-1/2 inches to the point of beginning.

Being the same property conveyed to Jane McQuiddy Rainey by deed placed of record prior to this instrument, being the Warranty Deed to Jane McQuiddy Rainey from Richard F. Rambo of record in Book 6124, page 768, Register's Office for Davidson County, Tennessee.

EXHIBIT
B

BYLAWS
OF
STONE'S THROW CONDOMINIUM ASSOCIATION

ARTICLE I
Members (Unit Owners)

BOOK 9650PG935

Section 1. Eligibility. The members of the Stone's Throw Condominium Association, a Tennessee nonprofit corporation (the "Association"), must consist of the respective Unit Owners of the Stone's Throw Condominium (the "Property"), in accordance with the respective percentages of ownership interest in the Common Elements of the Property owned by the respective Unit Owners. These and other terms are used in these Bylaws as they are defined in the Master Deed for Stone's Throw Condominium, which Master Deed is recorded in the Register's Office for Davidson County, Tennessee. The words "member" or "members" as used in these Bylaws mean and must refer to "Unit Owner" or "Unit Owners," as the case may be, as defined in the Master Deed. If a Unit Owner is a land title holding trust under the terms of which all powers of management, operation and control of the Unit remain vested in the trust beneficiary, then the member is the beneficiary of the trust.

Section 2. Succession. The membership of each Unit Owner must terminate when an Owner ceases to be a Unit Owner, and upon the sale, transfer or other disposition of an Owner's ownership interest in the Property, the Owner's membership in the Association must automatically be transferred to the new Unit Owner succeeding to the ownership interest.

Section 3. Annual Meetings. The annual meeting of Unit Owners must be held at the time and place specified in the notice of the meeting, but the place must be within five (5) miles of the Property. The annual meeting of Unit Owners must be held no later than the sixtieth (60th) day following the end of the Association's fiscal year of each and every year. At the annual meeting, the Unit Owners must receive reports on the activities and financial condition of the Corporation, and transact other business as may properly come before the meeting.

Section 4. Special Meetings. The Association must hold a special meeting of its Unit Owners upon the call of the Board of Directors or the President, or upon the written demand(s) to the Secretary by Unit Owners holding at least thirty (30%) percent of all votes entitled to be cast on any issue to be considered at the proposed special meeting. Any call or demand for a special meeting must describe the purpose(s) for which the special meeting is to be held. Only business within the purpose(s) described in the meeting notice for the special meeting may be conducted at the meeting.

Section 5. Notice of Meetings. The Association must notify its Unit Owners of the date, time and place of each annual and special meeting of Unit Owners no fewer than ten (10), nor more than forty-five (45), days before the meeting date. The notice of a meeting must also contain such other information which may be required by these Bylaws.

Section 6. Waiver of Notice. A Unit Owner's attendance at a meeting:

(a) Waives objection to lack of notice or defective notice of the meeting unless the Unit Owner at the beginning of the meeting (or promptly upon arrival) objects to holding the meeting or transacting business at the meeting; and

(b) Waives objection to consideration of a particular matter at the meeting that is not within the purpose(s) described in the meeting notice, unless the Unit Owner objects to considering the matter when it is presented.

Section 7. Voting. The aggregate number of votes of all Unit Owners must be equal to the total of all Units which are subject to the Master Deed, and must be divided among the respective Unit Owners with one (1) vote allocated to each Unit. If any Unit Owner consists of more than one (1) person, the voting rights of such Unit Owner may not be divided but must be exercised as if the Unit Owner consisted of only one (1) person in accordance with the proxy or other designation made by the persons constituting such Unit Owner. A "majority of the Unit Owners" means the owners of more than fifty percent (50%) of the voting rights of the Unit Owners.

The Developer may exercise the voting rights with respect to Units owned by Developer; however, the Developer must transfer control of the Association to the other Unit Owners no later than the earlier of:

(a) four (4) months after seventy-five (75%) percent of the Units in the project have been conveyed to Unit purchasers; or

(b) three (3) years after the first Unit is sold.

If control must be transferred because of the occurrence of (a) or (b) just above, the Developer's number of votes for Units owned must be appropriately reduced so that control of the Association is effectively transferred. Notwithstanding the foregoing, the Developer may retain for her own use one (1) Unit. If the Developer retains a Unit for her own use, she must have all the rights and privileges of a Unit Owner.

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

Section 8. Quorum. Unless otherwise required by law, a majority of the votes entitled to be cast by Unit Owners must be represented at any meeting of the Unit Owners to constitute a quorum on that matter. If, however, a quorum is not represented at any meeting, the Unit Owners present at the meeting in person or represented by proxy must have the power to adjourn from time to time without notice other than announcement at the meeting, until the requisite quorum is present or represented, when any business may be transacted which might have been transacted at the meeting as provided in the original notice.

Section 9. Voting Requirements. Except as otherwise provided in these Bylaws, the Master Deed or the Horizontal Property Act, action on any matter voted upon at a meeting of the Unit Owners is approved if a majority of the Unit Owners vote in favor of the action.

Section 10. Action by Written Consent. Action that is required or permitted to be taken at a meeting of the Unit Owners may be taken without a meeting if all Unit Owners entitled to vote on the action consent to taking the action without a meeting. If all Unit Owners so consent, the affirmative vote of the number of votes that would be necessary to authorize or take the action at a meeting must be the act of the Unit Owners, except as otherwise provided in these Bylaws. The consent (or counterpart(s) thereof) must describe the action taken, be in writing, be signed by each Unit Owner entitled to vote on the action, indicate each signing Unit Owner's vote or abstention on the action, and be delivered to the Secretary of the Association and included in the minutes or Association records.

Section 11. Action by Written Ballot. Any action that may be taken at any annual or special meeting of Unit Owners may be taken without a meeting if the Association delivers a written ballot to every Unit Owner entitled to vote on the matter. The written ballot must set forth each proposed action and must provide an opportunity to vote for or against each proposed action. Approval by written ballot is valid only when the number of votes cast by ballot equals or exceeds the quorum required to be present at a meeting authorizing the action, and the number of approvals equals or exceeds the number of votes that would be required to approve the matter at a meeting at which the total number of votes cast was the same as the number of votes cast by ballot. All solicitations for votes by written ballot must:

(a) Indicate the number of responses needed to meet the quorum requirements;

(b) State the percentage of approvals necessary to approve each matter other than election of Directors; and

(c) Specify the time by which the ballot must be received by the Association in order to be counted.

ARTICLE II
Board of Directors

Section 1. Number, Election and Term of Office. The Board of Directors of the Association (referred to in the Horizontal Property Act of the State of Tennessee as the "board of administration," and sometimes referred to herein as the "Board") must consist of three (3) persons (hereinafter referred to as "Directors"). The Developer must appoint the interim Board of Directors ("Interim Board") until at least seventy-five percent (75%) of the Units have been purchased. The Unit Owners of Unit 1, Unit 2 and Unit 3 must serve as the first Board of Directors ("First Board"). Directors, except for members of the First Board and Interim Board, must hold office for the term of two (2) years and until his or her successor is appointed and qualified. At the third annual meeting of Unit Owners, the Owner of Unit 1 must rotate off the Board and assume responsibilities as Property Manager and the Owner of Unit 4 must be appointed to the Board. At the fifth annual meeting, the Owner of Unit 2 must rotate off the Board and assume responsibilities as Property Manager and the Owner of Unit 1 must be appointed to the Board. Thereafter, at every other annual meeting, one of the Unit Owners must successively rotate off the Board and serve for a two (2) year term as Property Manager. If a Unit is sold, the purchaser of the Unit must assume the responsibilities of the selling Unit Owner as a Board member or as the Property Manager.

Section 2. Qualification. Except for those persons making up the Interim Board, each Director must 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 the trust, and if a Unit Owner or a beneficiary is a corporation or partnership, a Director may be an officer, partner or employee of the Unit Owner or beneficiary). If a

Director ceases to meet such qualifications during his term, the Director must cease to be a Director and his or her place on the Board must be filled by his or her successor in interest.

Section 3. Regular Meetings. Except as otherwise provided herein, regular meetings of the Board of Directors may be held without notice at the time and place as the Board of Directors shall determine from time to time, but no less frequently than once a year.

Section 4. Special Meetings. Special meetings of the Board of Directors may be called by the President or by any two (2) Directors.

Section 5. Notice of Meetings. Except as otherwise provided herein, regular meetings of the Board of Directors may be held without notice of the date, time, place, or purpose of the meeting. Except as otherwise provided herein, special meetings of the Board of Directors must be preceded by at least two (2) days' notice to each Director of the date, time and place, but not the purpose, of the special meeting. Notice of any adjourned meeting need not be given if the time and place to which the meeting is adjourned are fixed at the meeting at which the adjournment is taken, and if the period of adjournment does not exceed one (1) month in any one (1) adjournment.

Section 6. Waiver of Notice. If a Director attends or participates in a meeting, he or she waives any required notice to him or her of the meeting unless the Director at the beginning of the meeting (or promptly upon arrival) objects to holding the meeting or transacting business at the meeting and does not thereafter vote for or assent to action taken at the meeting.

Section 7. Quorum and Voting. A quorum of the Board of Directors consists of a majority (but no fewer than two (2)) of the Directors then in office before a meeting begins. If a quorum is present when a vote is taken, the affirmative vote of a majority of the Directors present is the act of the Board of Directors, except as otherwise provided in these Bylaws.

Section 8. Vacancy. If a vacancy occurs on the Board of Directors, including a vacancy resulting from an increase in the number of Directors or a vacancy resulting from a removal of a Director with or without cause:

(a) The Unit Owners may fill the vacancy;

(b) The Board of Directors may fill the vacancy; or

(c) If the Directors remaining in office constitute fewer than a quorum of the Board, they may fill the vacancy by the affirmative vote of a majority of all Directors remaining in office.

Any Director elected to fill a vacancy must hold office for a term equal to the unexpired term of the Director succeeded.

Section 9. Removal of Directors. The Unit Owners may remove any one (1) or more Directors, with or without cause, at any special meeting that is specifically called for that purpose.

Section 10. Action Without Meeting. Action that is required or permitted to be taken at a meeting of the Board of Directors may be taken without a meeting if all Directors consent to taking the action without a meeting. If all Directors so consent, the affirmative vote of the number of Directors that would be necessary to authorize or take such action at a meeting must be the act of the Board, except as

otherwise provided in these Bylaws. The consent(s) must describe the action taken, be in writing, be signed by each Director entitled to vote, indicate each signing Director's vote or abstention on the action, and be delivered to the Secretary of the Association and included in the minutes filed with the Association's records.

Section 11. Indemnification. With respect to claims or liabilities arising out of service as a Director of the Association, the Association must indemnify and advance expenses to each present and future Director (and his or her estate, heirs, and personal representatives) to the fullest extent allowed by the laws of the State of Tennessee, both as now in effect and as hereafter adopted or amended.

Section 12. Immunity. To the fullest extent allowed by the laws of the State of Tennessee, both as now in effect and as hereafter adopted or amended, each present and future Director (and his or her estate, heirs, and personal representatives) must be immune from suit arising from the conduct of the affairs of the Association.

Section 13. Compensation. Directors must receive no compensation for their services as Directors, unless expressly provided for in resolutions duly adopted by the Unit Owners.

Section 14. Powers and Duties. The Board must have the following powers and duties:

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

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

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

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

(e) 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 Managing Agent;

(f) 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;

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

(h) to determine the fiscal year of the Association and to change the fiscal year from time to time as the Board deems advisable, but only as allowed by law;

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

(j) unless otherwise provided herein or in the Master Deed, to comply with the instructions of a majority of the Unit Owners (as majority is defined in Section 1(j) of the Master Deed), as expressed in a resolution duly adopted at any annual or special meeting of the Unit Owners;

(k) to resolve or mediate disputes, conflicts or problems between Unit Owners;

(l) when necessary, to interpret the rules and regulations of the Association and the Master Deed;

(m) to exercise all other powers and duties of a board of administration as referred to in the Horizontal Property Act of the State of Tennessee and all powers and duties of the Board of Directors referred to in the Master Deed or these Bylaws.

Section 15. Non-Delegation. Nothing in this Article or elsewhere in these Bylaws shall be considered to grant to the Board, the Association or to the officers of the Association any powers or duties which, by law, have been delegated to the Unit Owners.

ARTICLE III
Officers

Section 1. Designation. At each regular meeting, the Directors present at said meeting must elect the following officers of the Association by a majority vote, provided a quorum exists:

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

(b) a Secretary, who must keep the minutes of all meetings of the Board and of the Unit Owners, and who must, 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 must be responsible for financial records and books of account and the manner in which such records and books are kept and reported; and

(d) a Property Manager, who must be the Unit Owner, not serving on the Board of Directors and who must be responsible for engaging an agent (hereinafter sometimes called the "Managing Agent") to maintain, repair, replace, administer and operate the Property or any part thereof for all of the Unit Owners, upon the terms and for the compensation and with the authority as the Board may approve; provided, however, that the First Board, appointed as provided herein, must ratify and approve the Management Agreement between the Developer, on behalf of the Association, and a management corporation, to act as Managing Agent for the Property for a term as approved by said First Board, but not to exceed one (1) year, and in accordance with Section 29(h) of the Master Deed.

The first Property Manager must be the Owner of Unit 4. The term of office for the first Property Manager must commence with the term of the First Board.

(e) such additional officers as the Board sees fit to elect.

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

Section 3. Term of Office. Each officer, except the Property Manager, must hold office for the term of one (1) year and until a successor has been appointed or elected and qualified. The Property Manager must serve a term of two (2) years.

Section 4. Vacancies. Vacancies in any office must be filled by the Board by a majority vote of the remaining Directors at a special meeting of the Board. Any Director so elected to fill a vacancy must hold office for a term equal to the unexpired term of the officer succeeded.

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

Section 6. Removal. The Board of Directors may remove any officer at any time with or without cause.

Section 7. Indemnification. With respect to claims or liabilities arising out of service as an officer of the Association, the Association must indemnify and advance expenses to each present and future officer (and his or her estate, heirs and personal representatives) to the fullest extent allowed by the laws of the State of Tennessee, both as now in effect and as hereafter adopted or amended.

ARTICLE IV
Assessments

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

Section 2. Assessments. The estimated annual budget for each fiscal year must be approved by the Board, and copies thereof must be furnished by the Board to each Unit Owner, not later than thirty (30) days prior to the beginning of the fiscal 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 must pay, as that Owner's respective monthly assessment for the common expenses, one-twelfth (1/12) of the Owner's proportionate share of the common expenses for the year as shown by the annual budget. The proportionate share for each Unit Owner must be in accordance with the Owner's respective ownership interest in the Common Elements as set forth in the Master Deed. If the Board does not approve an

estimated annual budget or fails to determine new monthly assessments for any year, or are delayed in doing so, each Unit Owner must continue to pay each month the amount of the Owner's respective monthly assessment as last determined. Each Unit Owner must pay such Owner's monthly assessment on or before the first day of each month to the Managing Agent or as may be otherwise directed by the Board. No Unit Owner shall be relieved of the obligation to pay the assessment by abandoning or not using the Owner's Unit, the Common Elements, or the Limited Common Elements. All Units in the current phase(s) of the project must be allocated their appropriate full assessments no later than sixty (60) days after January 1, 1996, with the Developer responsible for all assessments on Units it owns. As prescribed in the Master Deed, the Developer must be responsible for all common expenses and maintenance until January 1, 1996.

Section 3. Partial Year or Month. For the first fiscal year and thereafter until the First Board is elected, the annual budget must be approved by the Interim Board. If the first fiscal year, or any succeeding fiscal year, is less than a full year, then the monthly assessments for each Unit Owner must be proportionate to the number of months and days in the period covered by the budget. Each Unit Owner must pay the assessment for the following month or fraction of a month, which assessment must be in proportion to the Owner's 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 must 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 is practicable, the Board must cause to be furnished to each Unit Owner, and to any other party required by the Master Deed, a statement for the year so ended, showing the receipts and expenditures and such other information as the Board may deem desirable.

Section 5. Supplemental Budget. If during the course of any year, it appears to the Board that the monthly assessments, determined in accordance with the estimated common expenses and limited common expenses for the remainder of the year will be inadequate, the Board must prepare and approve a supplemental budget covering the estimated deficiency for the remainder of the year, copies of which supplemental budget must be furnished to each Unit Owner, and thereupon a supplemental assessment must be made to each Unit Owner for such Owner's proportionate share of the supplemental budget.

Section 6. Expenditures. Except for the Management Agreement described in Article II, Section 14(c) hereof and expenditures and contracts specifically authorized by the Master Deed and Bylaws, the Board may not approve any expenditure in excess of Five Thousand ($5,000) Dollars unless required for emergency repair, protection or operation of the Common Elements or Limited Common Elements, nor may the Board enter any contract for more than three (3) years without the prior approval of three-fourths (3/4) of the votes of the Unit Owners.

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

If any Unit Owner fails or refuses to make any payment of the common expenses or limited common expenses when due, the amount thereof, together with interest thereon at the rate of ten percent (10%) per annum after the common expenses become due and payable, must constitute a lien, as provided in the Act, enforceable by the Board, on the interest of the Unit Owner in the Property, provided, however, that the lien must be subordinate to the lien of a recorded deed of trust on the interest of the Unit Owner, except for the amount of the proportionate share of common expenses and limited common

expenses which are due and payable from and after the date on which such deed of trust beneficiary either takes possession of the Unit, accepts a conveyance of any interest therein (other than as security), or files suit to foreclose on its deed of trust. The provisions of this paragraph of this Section 7 must not be amended, changed, modified or rescinded in any way without the prior written consent of all such lien holders of record.

The Association or its successors and assigns, and the Board or its agents, must have the right to enforce the lien as provided in the Master Deed, and there must be added to the amount due the costs of any suit maintained to enforce the lien and other fees and expenses, together with legal interest and reasonable attorneys' fees. Furthermore, if any Unit Owner fails or refuses to pay when due a proportionate share of the common expenses or limited common expenses and the Unit Owner withholds possession of the Owner's Unit after demand by the Board or the Association in writing setting forth the amount claimed, the Board or the Association must have the right to possession of the Unit. The Board or the Association may exercise and enforce any and all rights and remedies as provided for in the Horizontal Property Act, the Master Deed or these Bylaws, or as are otherwise available at law or in equity, for the collection of all unpaid assessments.

Section 8. Records and Statement of Account. The Board must cause to be kept detailed and accurate records in a book in chronological order of the receipts and expenditures affecting the Common Elements and Limited Common Elements, specifying and itemizing the common expenses and limited common expenses incurred. Payment vouchers may be approved in the manner as the Board may determine. The book and the vouchers must be available for examination by all Unit Owners at convenient hours on working days which must be set and announced for general knowledge.

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

Section 9. Discharge of Liens. The Board may cause the Association to discharge any mechanic's lien or other encumbrance that 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 ownership. When fewer than all the Unit Owners are responsible for the existence of any lien, the Unit Owners responsible must be jointly and severally liable for the amount necessary to discharge the same and for all costs and expenses, including attorneys' fees, incurred by reason of such lien.

Section 10. Holding of Funds. All funds collected hereunder must 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 the adjustments as may be required to reflect delinquent or prepaid assessments) must be deemed to be held for the benefit, use and account of all the Unit Owners.

Section 11. Association Records. The Association must keep as permanent records minutes of all meetings of its Unit Owners and Board of Directors, a record of all actions taken by the Unit Owners and the Board of Directors without a meeting and all appropriate accounting records.

Section 12. Records at Principal Office. The Association must keep at all times a copy of the following records at its principal office:

(a) Its Charter or Restated Charter and all amendments thereto;

(b) These Bylaws and all amendments thereto;

(c) Resolutions adopted by the Board of Directors relating to the characteristics, qualifications, rights, limitations and obligations of Unit Owners or any class or category of Unit Owners;

(d) The minutes of all meetings of Unit Owners and the records of all actions taken by Unit Owners without a meeting for the past three (3) years;

(e) All written communications to Unit Owners generally within the past three (3) years, including the past three (3) years' annual financial statements;

(f) A list of the names and business or home addresses of its current Directors and officers;

(g) The most recent annual report delivered to the Tennessee Secretary of State; and

(h) Its Master Deed and all amendments thereto.

Section 13. Annual Financial Statements. The Association must prepare annual financial statements that include a balance sheet as of the end of the fiscal year, an income statement for that year, and such other information necessary to comply with the requirements of the applicable provisions of the Tennessee Nonprofit Corporation Act.

ARTICLE V
Use and Occupancy Restrictions

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

Each Unit Owner must maintain the Owner's Unit in good condition and in good order and repair, at the Owner's expense, and must not do or allow anything to be done in the Owner's Unit that may increase the cost or cause the cancellation of insurance on other Units or on the Common Elements. No Unit Owner shall display, hang, store or use any clothing, sheets, blankets, laundry, or other articles outside the Owner's Unit, or which may be visible from the outside of the Owner's 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 the Owner's Unit, or install outside the Owner's Unit any canopy or awning, or outside radio or television antenna, or Citizens Band radio transmitters, or other equipment, fixtures or items of any kind, without the prior written permission of the Board or the written permission of the Managing Agent, acting in accord with the Board's discretion. The foregoing restrictions as to use and occupancy shall not be construed to prohibit a Unit Owner from placing and maintaining outdoor furniture and decorative foliage of a customary nature and appearance on a porch that is a Limited Common Element appurtenant to the Owners Unit. Occupants of Units 1 and 2 may not use grills, amplified sound equipment or other appliances in the atrium areas which would interfere with the enjoyment of the open space by occupants of Units 3 and 4. No Owner of a Unit may display, hang, store or use any sign outside the Owner's Unit, in a hallway or elsewhere, or that may be visible from the outside of the Owner's Unit without the prior written permission of the Board of the written permission of the Managing Agent, acting in accord with the Board's discretion.

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

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

All dogs owned by Unit Owners and kept in a Unit must be on leash while outside the Unit. All dogs must be exercised by the Owner at places on the Property that do not interfere with the use and enjoyment of the same by other Owners. Owners are responsible for all damage to Common Elements caused by dogs maintained in the Owner's Unit or owned by the Owner.

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

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

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

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

ARTICLE VI
Contractual Powers

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

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

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

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

ARTICLE VII
Amendments

These Bylaws may be amended or modified from time to time by action or approval of three-fourths (3/4) of the Unit Owners casting one (1) vote for each Unit owned, as provided in Article I, Section 7 of these Bylaws. Amendment(s) are not operative until they are recorded in the office of the Register of Deeds for Davidson County, Tennessee. These Bylaws may not be amended by the Board of Directors.

ARTICLE VIII
Deeds of Trust

Section 1. Notice to Board. A Unit Owner who mortgages his Unit must notify the Board of the name and address of the deed of trust beneficiary and must file a copy of the note and deed of trust with the Board. The Board must maintain such information in a book entitled "Deeds of Trust on Units."

Section 2. Notice of Unpaid Common Charges. The Board, whenever so requested in writing by a deed of trust beneficiary of a Unit, must promptly report any then unpaid assessments, fees or common charges due from, or any 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, must send a copy of the notice to each deed of trust beneficiary of record covering the Unit whose name and address has theretofore been furnished to the Board and which has requested in writing to be sent a copy of such notice(s).

Section 4. Examination of Books. Each Unit Owner, and others as specified in the Master Deed, must be permitted to examine the books and records of the Association, current copies of the Master Deed and Bylaws, and rules and regulations of the Association during normal business hours and upon request.

Section 5. Interest of Valid First Lien Deed of Trust. The interest of a valid first lien deed of trust must be superior to the interest of the Board in the event of a default, and nothing in this instrument may be construed to the contrary. If the first lien deed of trust has incorporated the terms of these Bylaws, the Master Deed and the contract in its deed of trust, then the first lien deed of trust 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 Bylaws, to the extent they are not defined herein, must have the same definition as set forth in the Master Deed for the horizontal property regime known as "Stone's Throw Condominium," as such may be amended from time to time, which Master Deed is recorded in the office of the Register for Deeds of Davidson County, Tennessee.

The term "member," as used in these Bylaws, generally means "Unit Owner" as defined in the Master Deed, "Deed of trust," as used herein, includes a mortgage; and "deed of trust beneficiary" includes a mortgagee and a holder of a deed of trust.

ARTICLE X
Miscellaneous Provisions

Section 1. No Seal. The Association must have no seal.

Section 2. Notices. Whenever notice is required to be given to Unit Owners, Directors or officers, unless otherwise provided by law, the Master Deed, the Charter or these Bylaws, the notice may be given in person or by telephone, telegraph, mail or private carrier. If the notice is given by mail, it must be sent postage prepaid by first class United States mail or by certified United States mail, return receipt requested, and addressed to the respective address which appears for each person on the books of the Corporation. Written notice sent by mail to Unit Owners must be deemed to have been given when it is mailed. Any other written notice must be deemed to have been given at the earliest of the following:

(a) When received;

(b) Five (5) days after its deposit in the United States mail if sent first class, postage prepaid; or

(c) On the date on the return receipt, if sent by certified United States mail, return receipt requested, and the receipt is signed by or on behalf of the addressee.

Section 3. Waiver of Notice. Whenever any notice is required to be given under the provisions of any statute, or of the Master Deed, the Charter or these Bylaws, a waiver thereof in writing signed by the person entitled to the notice, whether before or after the date stated thereon, and delivered to the Secretary of the Association and included in the minutes or corporate records, must be deemed equivalent thereto.

Section 4. Negotiable Instruments. All checks, drafts, notes or other obligations of the Association must be signed by such officers of the Association or by other person(s), as may be authorized by the Board of Directors.

Section 5. Deposits. The monies of the Association may be deposited in the name of the Association in bank(s) or financial institution(s) as the Board of Directors shall designate from time to

time and may be drawn out by check signed by the officer(s) or person(s) designated by resolution adopted by the Board of Directors.

Section 6. Committee Members. With respect to claims or liabilities arising out of service as a member of a committee duly appointed by the Board of Directors of the Association, the Association must indemnify and advance expenses to each present and future committee member (and his or her estate, heirs and personal representatives) to the fullest extent allowed by the laws of the State of Tennessee, both as now in effect and as hereafter adopted or amended.

Section 7. Developer. With respect to claims or liabilities arising out of service as an agent of the Association, the Association must indemnify and advance expenses to the Developer to the fullest extent allowed by the laws of the State of Tennessee, both as now in effect or as hereafter adopted or amended.

ARTICLE XI
Conflicts

These Bylaws are set forth to comply with the requirements of Chapter 27 of Title 66, Tennessee Code Annotated, as it may be amended from time to time, and to allow the Bylaws to control in specific situations where the law allows. If any of the Bylaws conflict with the provisions of the statute or of the Master Deed, the provisions of the statute or of the Master Deed, as the case may be, must control.

The undersigned hereby certifies that the foregoing Bylaws were duly adopted as the Bylaws of Stone's Throw Condominium Association.

DATED this 13th day of April, 1995.

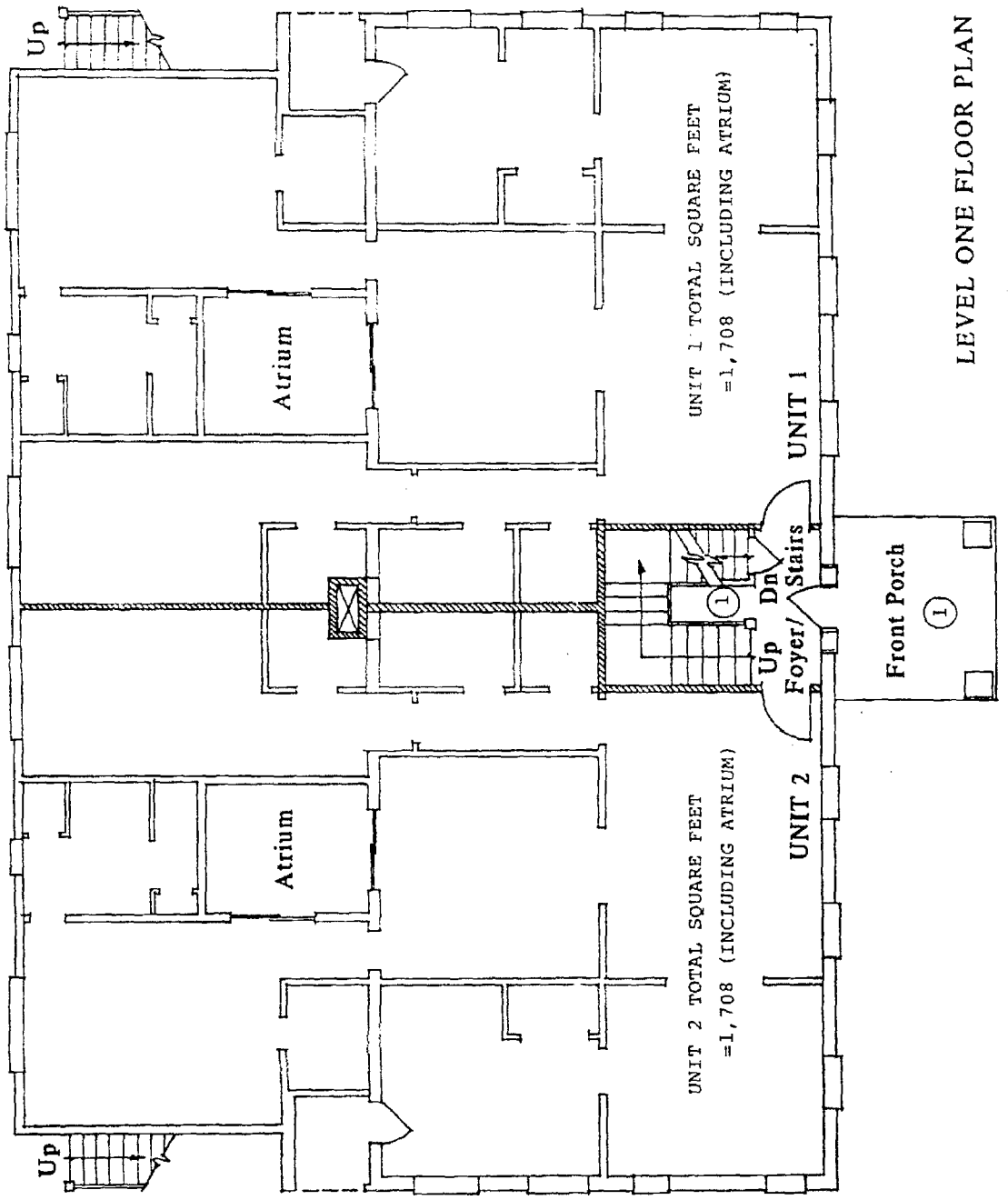
Jane McQuiddy Rainey Longhurst
JANE MCQUIDDY RAINEY LONGHURST,
Incorporator of Stone's Throw
Condominium Association

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EXHIBIT C

Page 1 BOOK 9650 PG 949

LEVEL ONE FLOOR PLAN



OTES:

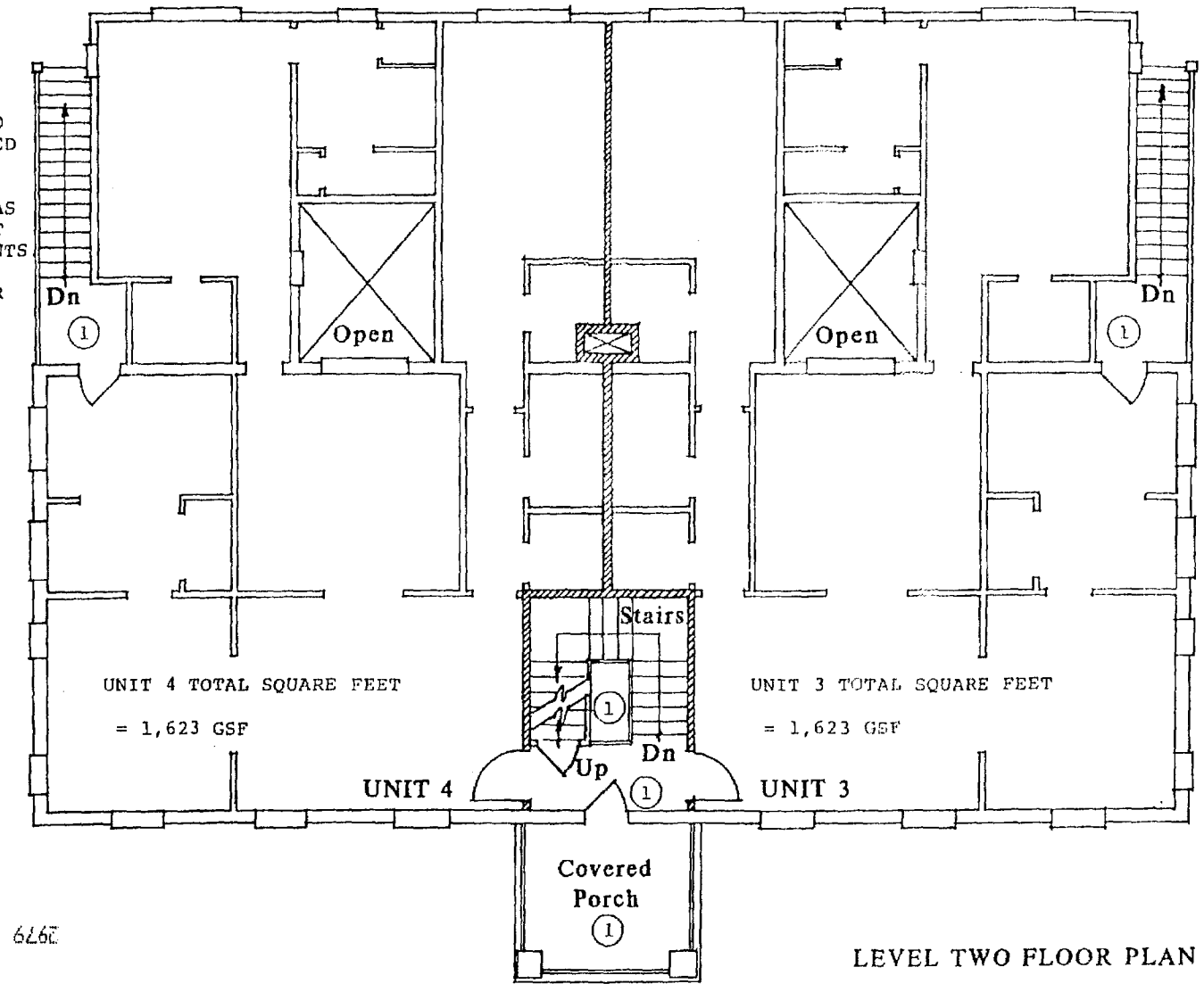
1) FOYER, FRONT PORCH, AND STAIRS ARE LIMITED COMMON ELEMENTS.

2) EXTERIOR AND OUTDOOR AREAS SHOWN ON SUBDIVISION PLAT ARE GENERAL COMMON ELEMENTS.

3) UNITS CONSIST OF INTERIOR SPACES AS SHOWN AND ATRIUMS.

NOTES:

1. COVERED PORCH, STAIRS AND UPSTAIRS FOYER ARE LIMITED COMMON AREAS.
2. EXTERIOR AND OUTDOOR AREAS SHOWN ON SUBDIVISION PLAT ARE GENERAL COMMON ELEMENTS.
3. UNITS CONSIST OF INTERIOR SPACES AS SHOWN.



LEVEL TWO FLOOR PLAN

EXHIBIT C

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