Instr:200005100047310 Page: 1 OF 34
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M. TAX: $0.00 T. TAX: $0.00

PICK-UP

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RE-RECORDED FOR THE PURPOSE OF
CORRECTING EXHIBITS A-1 & A-2

Instr:200004140037752 Page: 1 OF 47
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This instrument prepared by:
J. Bryan Echols, Esq.
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424 Church Street, Suite 1800
Nashville, Tennessee 37219

RE-RECORD

MASTER DEED ESTABLISHING

BRENTWOOD PROFESSIONAL PLAZA CONDOMINIUM

THIS MASTER DEED, made as of the 14th day of April, 2000, by BRENTWOOD PROFESSIONAL PLAZA, a Tennessee general partnership, hereinafter referred to as "Declarant", for itself, its successors, grantees, and assigns,

W I T N E S S E T H:

1. SUBMISSION TO CONDOMINIUM OWNERSHIP.

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

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

(c) The address of the Condominium is 785 Old Hickory Blvd, Brentwood, Tennessee 37209.

(d) The land, which is hereby submitted to the condominium form of ownership, is fully described in Exhibit A hereto, which, by reference, is made a part hereof as fully as if copied herein. The improvements located on such land include, but are not limited to a building containing commercial office space, breezeways, stairs, sidewalks, paved parking areas, driveways, and landscaping improvements. This land as more particularly described in Exhibit A shall hereinafter be referred to as the "Land".

(e) The description and identification of the Units are shown on the Plat of Brentwood Professional Plaza Condominium, hereinafter referred to as the "Plat", which Plat is attached hereto as Exhibit A-2 and which is further incorporated by reference herein.

2. DEFINITIONS.

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

(a) Building means the building containing the Units.

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

(c) Association means Brentwood Professional Plaza Condominium Association, Inc., a Tennessee corporation, not for profit, being the entity responsible for the operation of the Condominium and its successors. Copies of the form of the By-Laws and Charter of the Association are attached hereto, and made a part hereof as Exhibit B and Exhibit C, respectively.

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

(e) Common Expenses means the following:

(1) Expenses of administration of the Condominium;

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

(3) Expense of Utility Services;

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

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

(f) Declarant means Brentwood Professional Plaza, a Tennessee general partnership, its successors and assigns, provided such successors and assigns are designated in writing by Declarant as a successor or assign of the rights of Declarant set forth herein.

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

(h) Unit shall mean the fee simple estate within an Building, as such area is identified, located and described on the Plat and as hereinafter set forth.

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

(i) The upper boundary shall be its highest ceiling,

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

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

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

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

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

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

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

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

(j) Utility Services shall include, but not be limited to, water, sewer, garbage collection, electricity required to operate the lights and other elements deemed to be Common Elements by this Master Deed, and other utility services provided the Condominium as a whole.

3. OWNERSHIP OF COMMON ELEMENTS AND COMMON EXPENSE LIABILITY.

(a) Each Unit Owner shall own a share in the Common Elements, and shall be liable for payment of the percentage of Common Expenses equal to the percentage of the undivided interest in the Common Elements appertaining to each Unit as set forth in Exhibit A-1 attached hereto and by reference incorporated herein; provided, however, that the Common Expenses incurred with respect to a Limited Common Element shall be paid by the owners of the Unit or Units to which such Limited Common Element was assigned at the time the expense was incurred as provided in Paragraph 7 of this Master Deed.

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

4. MAINTENANCE AND ALTERATION OF UNITS.

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

(1) The Association at its own expense shall repair those portions of a Unit which sustain water damage, the primary cause of which is not the negligence of the occupants or Unit Owner of such Unit.

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

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

(b) The Unit Owner shall not make any changes, decorations or alterations of his Unit that would affect the exterior appearance of any portion of the Building. Unit Owners shall not decorate the glass windows serving their Units or otherwise change the appearance of the windows as viewed from the exterior of the Unit, except for drapes or curtains which must comply with the

rules and regulations adopted by the Association and except for signs appearing in windows as of the date of this Master Deed. Notwithstanding the foregoing, each Unit Owner shall be allowed to place signs advertising the nature of the business use of the Unit and the name of the business using the Unit. Such signs shall be non-electrical and shall receive the approval of the Association prior to display or installation, which approval shall not be unreasonably withheld or delayed.

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

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

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

(f) If a Unit Owner fails to maintain and repair his Unit as required herein, the Association may perform such maintenance or repair and assess the Unit Owner for all expenses incurred, together with up to a twenty percent (20%) service charge for the Association's services.

5. MAINTENANCE AND ALTERATION OF COMMON ELEMENTS AND LIMITED COMMON ELEMENTS.

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

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

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

(2) Unit Owners shall have the responsibility and bear the expense of maintenance, repair and replacement of all screens, storm windows and storm doors serving their Units, except that the Association at its own expense shall clean the storm windows and storm doors at such intervals as determined appropriate by the Association.

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

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

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

(e) Unit Owners shall be entitled to a share of the common advertising sign located on the edge of the Property near Old Hickory Boulevard in proportion to their percentage interest in the common elements as provided in Exhibit A-1 of this Master Deed rounded to the nearest tenth, but every unit owner shall be entitled to at least one advertising placard within the sign. Signs shall be of a uniform appearance as to both color and lettering. The Association shall make other provisions for use of the sign.

6. CHART OF IDENTIFICATION OF CONDOMINIUM COMPONENTS AND ALLOCATION OF MAINTENANCE RESPONSIBILITY AND EXPENSE.

The Chart of Identification of Condominium Components and Allocation of Maintenance Responsibility and expense attached hereto as Exhibit A-3 provides for the following:

(a) identification of the components of Units, Limited Common Elements and Common Elements;

(b) allocation of maintenance responsibility for such components; and

(c) designation of the party responsible for the expense of maintenance of such components. The chart is merely illustrative and is not intended as an exclusive identification of condominium components or allocation of maintenance responsibility and expense. It does not affect other identifications or maintenance and expense allocations made by this Master Deed or the By-Laws.

7. ASSESSMENTS.

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

(b) Assessments, and installments thereon, paid on or before fifteen days after the date when due shall not bear interest, but all sums not paid on or before fifteen days after the date when due shall bear interest at the rate of fifteen percent per annum or at such other rate of interest determined by the Association not to exceed the maximum rate allowed under applicable laws and shall be subject to a $15.00 late charge or such other late charge amount as may be adopted by the Association. All payments upon account shall be first applied to late charges, then interest and then to the assessment payment first due.

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

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

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

late charges, interest, and all costs of collection, including reasonable attorneys' fees.

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

8. POWER OF SALE TO ENFORCE ASSESSMENT LIEN.

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

(b) For the purpose of better and more effectually securing the Secured Charges, rendering unnecessary court proceedings for the enforcement of said lien in the event of the non-payment of the Secured Charges, and for the consideration of one dollar paid in cash, receipt of which is acknowledged, the Unit Owners, their heirs, successors, administrators, and assigns, hereinafter referred to as Trustors, hereby transfer and convey unto J. Bryan Echols, Trustee, a resident of Williamson County, Tennessee, his successors and assigns, their respective Units with the appurtenances, estate, title and interest thereto belonging upon the uses and trusts set forth in this Paragraph 8.

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

(d) If a Trustor shall pay the Secured Charges when due, then this trust conveyance shall be of no further force or effect with respect to such Trustor's Unit. If the Secured Charges with respect to any Unit are not paid promptly when due, this trust conveyance shall remain in full force and effect, and the said Trustee, or his successor in trust, is hereby authorized and empowered, upon giving twenty days notice by three publications in any newspaper, daily or weekly, published in Davidson County, Tennessee to sell said Unit at the front door of the Court House in said County to the highest bidder for cash, at public outcry, free from the all right of homestead, equity of redemption, statutory right of redemption and all other rights and exemptions of every kind, including, but not limited to, a statutory right to an elective share in the Trustor's Unit, which are hereby expressly waived; and the said Trustee, or his successor in trust, is authorized and empowered to execute and deliver a deed to the purchaser. The Association may bid at any sale under this trust conveyance. The Association may, at any time after default in the payment of any of the Secured Charges, enter and take possession of said property, and shall only account for the net rents actually received by it. It is further agreed that, in the event the Association fails, before instructing Trustee to sell said Unit, as herein provided, to enter and take possession thereof, the purchaser shall be entitled to immediate possession thereof upon the delivery to him by the Trustee of a deed for said property. In case of sale hereunder, the proceeds will be applied by the Trustee as follows:

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

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

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

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

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

9. EASEMENTS.

Easements are hereby granted as follows:

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

(1) Easements through or over the Units and any Limited Common Element allocated to any Unit for conduits, ducts, plumbing, wiring and other facilities for the furnishing or repair of utility service to Units, Limited Common Elements or Common Elements;

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

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

(4) Easements for encroachments of any portion of the Common Elements upon the boundary of any Unit whether caused by the settlement of the Building or by minor inaccuracies in the Plat of the Condominium as set forth in Exhibit A-2, or rebuilding of any part of the Building, whether such encroachments now exist or hereafter may exist. All such easements shall continue until such encroachments shall cease to exist.

(b) As an appurtenance to each Unit, easements are granted to the Unit Owners for encroachments by any portion of the boundaries of each Unit upon the Common Elements, whether caused by the settlement of the Building or by minor inaccuracies in the Plat of the Condominium as set forth in Exhibit A-2, or rebuilding of any part of the Building, whether such encroachments now exist or hereafter may exist. All such easements shall continue until such encroachments shall cease to exist.

10. RIGHTS OF MORTGAGE HOLDERS IN RELATION TO ASSESSMENTS.

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

(b) The holder of a first mortgage, upon request, shall be notified by the Association in writing of any default by the mortgagor of a Unit in the

performance of such mortgagor's obligations under the condominium documents which is not cured within sixty (60) days.

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

11. ASSOCIATION.

The operation of the Condominium shall be by Brentwood Professional Plaza Condominium Association, Inc., herein called the Asociation, a corporation not for profit, under the laws of Tennessee, which shall be organized and shall fulfill its functions pursuant to the following provisions:

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

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

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

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

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

12. INSURANCE.

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

(1) Multi-peril, all risk type, fire and extended coverage insurance covering the entire Condominium, all improvements upon the Land, the Building, all additions and extensions attached thereto, all appliances, fixtures, machinery and equipment constituting a part of the Building, including, but not limited to air conditioning and heating equipment, all refrigerators, disposals, stoves, smoke detectors, sinks, countertops and cabinets, whether located within or outside the

boundaries of individual Units and whether such appliances, fixtures, machinery and equipment are owned in common or owned by an individual Unit Owner (excluding all improvements and additions to Units made by Unit Owners after the creation of the Condominium and personal property contents of the Units, including professional equipment related to the Unit Owner's use of the Unit) and all personal property included in the Common Elements and Limited Common Elements. The multi-peril, all risk type policy purchased by the Association shall provide insurance on a replacement cost basis in an amount not less than that necessary to comply with any co-insurance percentage stipulated in the policy. The face amount of such policy or policies shall not be less than one hundred percent (100%) of the insurable value (based upon replacement cost) of the property required to be covered by this paragraph. Such policy shall contain an agreed value endorsement. Such insurance coverages may exclude foundation and excavation costs, but shall afford protection against loss or damage as is commonly covered by a multi-peril all risk type policy with fire and extended coverage endorsement, and such other risks as are customarily covered with respect to buildings similar to the Building. The multi-peril, all risk type insurance policy shall be purchased by the Association for the use and benefit of individual Unit Owners and their mortgagees. The Association shall issue certificates of insurance to each Unit Owner showing and describing the insurance coverage for the interest of each such Unit Owner, and shall develop procedures for the issuance, upon request, of a certified copy of the policy together with standard mortgagee endorsement clauses to the mortgagees of Unit Owners. Such policy shall waive rights of subrogation as between Unit Owners. To the extent that such Unit Owners are covered by such multi-peril, all risk type insurance policies purchased by the Association, or themselves, they shall not be liable for damage caused by their acts, or negligent acts which cause damage to the Common Elements, Limited Common Elements, or any Unit.

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

(3) Workman's compensation as required by law;

(4) Officers liability insurance in an amount determined by the Board of Directors, but not less than $250,000 per occurrence; and

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

(b) Any change which has the effect of decreasing the type or amount of insurance required under the terms of this Master Deed, or which lowers the rating required of an insurance carrier, shall require prior approval in writing of seventy-five percent (75%) of the votes of the Association and fifty-one percent (51%) of the first mortgagees (based upon one vote for each Unit upon which a mortgage is owned).

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

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

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

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

(f) The Association is hereby irrevocably appointed agent for each Unit Owner to purchase insurance as described and set forth in (a), (1), (2), (3), (4) and (5) above and to adjust all claims arising under insurance policies purchased by the Association with the consent of mortgagees holding liens on the affected property and with the consent of such mortgagees to execute and deliver releases upon the payment of claims. However all insurance drafts, notices, policies, invoices, and other necessary documents shall be delivered, after settlement, directly to the affected mortgagee or its servicer.

13. RESPONSIBILITIES OF ASSOCIATION REGARDING INSURANCE.

(a) All insurance policies purchased by the Association shall provide that proceeds covering property losses shall be paid to the Association as a Trustee.

(b) The duty of the Association as Trustee shall be to receive such proceeds as are paid, and to hold them in trust for the benefit of the mortgagees of individual Units, if any, and Unit Owners as their interests may appear. An

undivided share of such proceeds on account of damage to Common Elements shall be allocated to the Unit Owners according to their ownership interest in the Common Elements as set forth in Paragraph 3. In the event a mortgagee endorsement has been issued as to a Unit, the share of the Unit Owner shall be held in trust for the named mortgagees and the Unit Owner as their interests may appear.

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

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

(1) If the damage for which the proceeds are paid is to be repaired or reconstructed, the proceeds shall be expended as provided in Paragraph 15. Any proceeds remaining after payment of repair or reconstruction expenses shall be distributed to the beneficial owners, with remittances to Unit Owners and mortgagees of individual units being payable jointly to them. This is a covenant for the benefit of any mortgagee of an individual Unit and may be enforced by such mortgagee.

(2) If it is determined, as provided in Paragraph 14, that the damage for which the proceeds are paid shall not be reconstructed or repaired, the proceeds shall be distributed to the mortgagees of individual Units, if any, and Unit Owners as their interests may appear. This is a covenant for the benefit of any mortgagee and may be enforced by such mortgagee.

14. WHEN DAMAGED PROPERTY IS TO BE RECONSTRUCTED OR REPAIRED.

(a) If Common Elements are damaged, they shall be reconstructed or repaired, unless it is determined under Paragraph 24 that the Condominium shall be terminated.

(b) If the damaged property is the Building, the damaged property shall be reconstructed or repaired as determined by the Association.

(c) Any reconstruction or repair must be substantially in accordance with the plans and specifications for the original buildings or if not, then according to plans and specifications approved by the Association.

15. RESPONSIBILITIES AND PROCEDURES AS TO PAYMENT FOR REPAIRS.

(a) If damage occurs to those parts of a Unit or Limited Common Element that the Unit Owner has the responsibility of maintaining and

repairing, then the Unit Owner shall be responsible for the prompt reconstruction and repair of such damage after the casualty. In all other instances, the Association shall have the responsibility of reconstruction and repair. In the event the Unit Owner fails to make such repairs or reconstruction promptly, the Association reserves the right to make such repairs and to assess the Unit Owner for all expenses, together with a service fee of up to twenty percent (20%) of such expenses for the Association's services.

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

(c) If the proceeds of insurance are not sufficient to defray the estimated costs of reconstruction and repair, the amount of the deficiency shall be assessed against the party who is responsible for the cost of maintenance and repair pursuant to the terms of this Master Deed. (See Exhibit A-3 for allocation of maintenance expense.) Additional assessments may be made at any time during or following the completion of construction.

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

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

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

16. USE RESTRICTIONS.

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

(a) Each of the Units shall be used as professional, administrative, consulting or other commercial activity consistent with the overall use of the other Units.

(b) No Unit may be divided or subdivided into a smaller Unit, nor any portion thereof sold or otherwise transferred. Nothing in this Section 16(b) shall prohibit the leasing of all or a portion of a Unit by the Unit Owner, subject to the

provisions of Section 20 of this Master Deed, or the common ownership of undivided interests in a Unit by more than one person or entity.

(c) Two or more adjoining Units may be used as a single Unit subject to the use restrictions of this Paragraph 16. The Common Elements located between and separating two or more adjacent Units used together may be altered or removed to afford ingress and egress to and from such Units to enhance the use of such Units as a single Unit. The Unit Owner's right to use this portion of the Common Elements shall be pursuant to a license agreement with the Association subject to the following conditions:

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

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

(3) The Unit Owner must comply with the requirements of Paragraph 4, subparagraph (e) of this Master Deed for the construction or removal of the Common Elements separating such Units.

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

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

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

17. PROFESSIONAL MANAGEMENT.

The Association may enter into a contract for the management of the Condominium with a management company or individual.

18. NOTICE OF MORTGAGE LIEN OR SUIT.

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

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

(c) Failure to comply with this Paragraph 19 will not affect the validity of any mortgage instrument or the enforcement thereof at any public or judicial sale.

19. COMPLIANCE, DEFAULT AND REMEDIES.

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

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

(b) Costs and Attorney's Fees. In any proceeding arising because of an alleged default by a Unit Owner, the prevailing party shall be entitled to recover the costs of the proceeding and such reasonable attorney's fees as may be awarded by the court.

(c) No Waiver of Rights. Failure of the Association or any Unit Owner to enforce any covenant, restriction or other provision of the Condominium Act, this Master Deed, the Charter, the By-Laws, or the Rules and Regulations adopted pursuant thereto, shall not constitute a waiver of the right to do so thereafter. All rights, remedies and privileges granted to the Association or any Unit Owner pursuant to the terms of the Condominium Act, this Master Deed,

the By-Laws or Rules and Regulations of the Association shall be deemed to be cumulative and the exercise of any one or more thereof shall not be deemed to constitute an election of remedies, nor shall it preclude the party exercising such other privileges as may be granted to such party by the Condominium Act, the condominium instruments above named, or at law or equity.

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

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

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

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

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

may be necessary for such purpose. All expenses incurred in connection therewith shall be charged to and assessed against such defaulting Unit Owner.

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

(g) Sale for Non-Payment of Assessments. Notwithstanding any term or provision of this Paragraph 20, the Association shall obtain the written consent of a majority of the votes of the Association prior to the Association's exercise of any of the remedies provided in this Paragraph 20 to terminate the rights of any Unit Owner to occupy, use or control the Unit owned by him, except that in the case of the sale of a Unit for non-payment of assessments no such consent shall be required.

20. LEASE AND TRANSFER OF A UNIT; NOTICE TO ASSOCIATION.

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

obligations under this Master Deed. The Board of Directors shall have all the authority in its sole discretion to require at any time that any Unit Owner who is leasing his Unit place on deposit with the Board of Directors such reasonable sums as the Board of Directors may require to be used as an indemnity against loss or damage to the Common Elements which might be caused by such Unit Owner's lessee. The terms of the indemnity shall be such terms as might be satisfactory to the Board of Directors. The Board of Directors shall furnish Unit Owner a notice in writing which shall constitute that Unit Owner's notice to make such deposit. In the event Unit Owner fails to comply with the terms of the notice within ten (10) days from the date the notice is mailed to him, the Board of Directors at its option may elect to terminate the subject lease. The Board of Directors shall give Unit Owner and his lessee notice of such election in writing. Within ten (10) days after said notice is placed in the United States mail addressed to Unit Owner's last known address or within ten (10) days after a written notice of such election is delivered to the residence of the lessee, whichever shall last occur, lessee shall forthwith and immediately vacate the subject Unit and Unit Owner shall take such further action as may be necessary to insure that said lessee vacates said Unit.

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

(c) Miscellaneous.

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

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

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

21. ASSOCIATION'S RIGHT TO PURCHASE AT A FORECLOSURE SALE.

(a) The Board of Directors shall have the power and authority to purchase, on behalf of the Association, any Unit, or interest therein, at a sale pursuant to this Master Deed, a mortgage foreclosure, a foreclosure of the lien for Common Expenses under the Condominium Act, or an order or direction of a

court, or at any other involuntary sale, upon the consent or approval of Unit Owners owning not less than fifty percent (50%) of the total ownership of the Common Elements.

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

(c) The Association shall hold or lease any Unit, pursuant to the terms hereof, in the name of the Association, or a nominee thereof delegated by the Board of Directors, for the benefit of all Unit Owners. The Board of Directors shall have authority at any time to sell, lease or sublease said Unit on behalf of the Association upon such terms as the Association shall deem desirable, but in no event shall a Unit be sold for less than the amount paid by the Association to purchase the Unit unless Unit Owners owning not less than forty-four percent (44%) of the Common Elements first authorize the sale for such lesser amount.

22. AMENDMENTS.

This Master Deed may be amended in the following manner:

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

(b) A resolution adopting a proposed amendment may be proposed by either the Board of Directors or by the members of the Association. Directors and Members not present in person or by proxy at the meetings in which the amendment is considered may express their approval in writing, providing such approval is delivered to the secretary at or prior to the meeting. Such approval must be by sixty-six and two-thirds percent (66-2/3%) of the votes of the entire membership of the Association.

(c) No amendment shall discriminate against any Unit Owner, or against any Unit or class or group of Units, unless the Unit Owners so affected shall consent. No amendment shall change any Unit, nor the share of the Common Elements appurtenant to it, nor increase the Unit Owner's share of the Common Expenses, unless such Unit Owner and all record owners of liens thereon, shall join in the execution of the amendment, and the provisions of Paragraph 22 are followed.

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

23. TERMINATION.

The Condominium may be terminated as follows:

(a) In the event it is determined under Paragraph 14(c) that the damaged property shall not be reconstructed because of substantial loss in accordance with T.C.A. § 66-27-118 as amended, the Condominium shall be terminated.

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

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

24. APPROVAL RIGHTS OF MORTGAGEES.

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

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

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

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

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

(c) Partition or subdivide any Unit;

(d) By act or omission, seek to abandon, partition, subdivide, encumber, sell or transfer the Common Elements. (The granting of easements for public utilities or for other public purposes consistent with the intended use of

the Common Elements by the Condominium shall not be deemed a transfer within the meaning of this clause);

(e) Use hazard insurance proceeds for losses to any Condominium property (whether to Units or to Common Elements) for other than the repair, replacement or reconstruction of such Condominium property, except as provided by statute in case of substantial loss to the Units and/or Common Elements of the Condominium project.

25. FURTHER ASSURANCES FOR FIRST MORTGAGEES.

Notwithstanding anything to the contrary contained in this Master Deed or in the By-Laws of the Association, the following provisions shall be complied with regarding the Condominium:

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

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

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

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

(b) First mortgagees shall have the right to examine the books, records and financial statements of the Association, as well as the By-Laws and other rules concerning the Condominium at reasonable times and upon reasonable notice.

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

(d) Condominium assessments shall include an adequate reserve fund for maintenance, repair and replacement of those Common Elements that must be replaced on a periodic basis and shall be payable in regular installments rather than by special assessments.

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

(f) Any agreement for professional management of the Condominium, or any other contract providing for services by the Declarant may not have a term greater than three (3) years. Any such agreement must provide for termination by either party without cause and without payment of a termination fee on ninety (90) days or less written notice.

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

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

(i) First mortgagees shall also have the right, upon written request, to receive written notice from the Association of any proposed action which requires the consent of a specified percentage of mortgage holders.

26. NON-LIABILITY OF THE DECLARANT, DIRECTORS AND OFFICERS OF THE ASSOCIATION.

The Declarant, directors and officers of the Association shall not be personally liable to the Unit Owners for any mistake of judgment or for any other acts or omissions of any nature whatsoever as such Declarant, director or officer, except for any acts or omissions found by a Court to constitute gross negligence or fraud. The Unit Owners shall indemnify and hold harmless each of the directors, officers or Declarant and their respective heirs, executors, administrators, successors and assigns, in accordance with the provisions of Paragraph 8 of the By-Laws.

27. SERVICE CONTRACTS.

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

28. SEVERABILITY.

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

IN WITNESS WHEREOF, Brentwood Professional Plaza, a Tennessee general partnership, as owner of the real estate herein described has executed this Master Deed as of the 14th day of April, 2000.

PARTNERS OF BRENTWOOD PROFESSIONAL PLAZA

Donald Hudson

Harry J. Adams

Joel Cooper

Gary Cockrell

STATE OF TENNESSEE)
COUNTY OF ~~DAVIDSON~~ WILLIAMSON)

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

Witness my hand, at office, this 12 day of April, 2000.

LINDA E. JACKSON NOTARY PUBLIC AT LARGE TENN.

Linda E. Jackson
Notary Public

My Commission Expires: 2/3/2003

393216.3 4/10/00

STATE OF TENNESSEE)
COUNTY OF ~~DAVIDSON~~) Williamson

Personally appeared before me, Linda E Jackson, a Notary Public of said County and State, HARRY J. ADAMS, the within named bargainor, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who acknowledged that he executed the within instrument for the purposes therein contained.

Witness my hand, at office, this 11 day of April, 2000.

Linda E. Jackson
Notary Public

My Commission Expires: March 3, 2003

STATE OF TENNESSEE)
COUNTY OF ~~DAVIDSON~~)
WILLIAMSON

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

Witness my hand, at office, this 12 day of April, 2000.

Linda E Jackson
Notary Public

My Commission Expires: March 3, 2003

STATE OF TENNESSEE)
COUNTY OF ~~DAVIDSON~~)
WILLIAMSON

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

Witness my hand, at office, this 12 day of April, 2000.

Linda E. Jackson
Notary Public

My Commission Expires: March 3, 2003

EXHIBIT A

PROPERTY DESCRIPTION

Being a parcel of land in Nashville, First Civil District, Thirty-Second Councilmanic District, Davidson County, Tennessee, located on the southerly side of Old Hickory Boulevard, east of Stone Brook Drive, being Lot C-1 as shown on the plan of Brentwood Highlands Subdivision, Section One, as of record in Book 4660, Page 110, R.O.D.C. and being more particularly described as follows:

BEGINNING, at a point in the southerly right-of-way line of Old Hickory Boulevard, said point being easterly 226 feet more or less from the centerline of Stone Brook Drive, said point also being the northwesterly corner of Lot C as shown on the aforementioned plan of Brentwood Highlands Subdivision;

THENCE, leaving said right-of-way line with the westerly line of Said Lot C S 03' 57' 05" W, 372.74 feet to an iron pin (found) at the southwesterly corner of said Lot C and on the northerly line of Brentwood Trace Condominiums as shown on the plan of Second revision, Brentwood Trace Condominiums as of record in Book 5200, Page 261, R.O.D.C.

THENCE, with said northerly line of Brentwood Trace Condominiums N 86' 03'00" W, 40.00 feet to an iron pin (found) on the easterly right-of-way line of Stone Brook Drive;

THENCE, with said easterly right-of-way the following calls:

N 21' 27'00" W, 290.28 feet to an iron pin (set);

along a curve to the right 44.14 feet, said curve having a radius of 30.00 feet, a central angle of 84' 17' 43", a tangent of 27.15 feet and a chord bearing and distance of N 20° 41' 51" E, 40.26 feet to an iron pin set on the southerly right-of-way line of Old Hickory Boulevard;

THENCE, with said southerly right-of-way line of Old Hickory Boulevard the following calls:

along a curve to the right 55.28 feet, said curve having a radius of 626.20 feet, a central angle of 05' 03' 28", a tangent of 27.66 feet and a chord bearing and distance of N 65° 22' 27" E, 55.26 feet to an iron pin set on the southerly right-of-way line of Old Hickory Boulevard;

N 70° 23" 00" E, 113.89 feet to the point of beginning.

Containing 38,948 square feet or 0.89 acres more or less.

According to a survey by Barge Waggoner Sumner & Cannon, Inc., Kirk S. Duclos, T.L.S. No. 1936, dated March 31, 2000.

Being the same property conveyed to Brentwood Professional Plaza, organized and existing under the laws of the State of Tennessee, by Quitclaim Deed from Dr. William T. Slonecker and wife, Betty J. Slonecker, of record in Book 5723, page 502, Register's Office of Davidson County, Tennessee.

EXHIBIT A-1

PERCENTAGE OF COMMON ELEMENTS PER UNIT

Unit	Square Footage	Percent of Common Elements
A	1,664	14.7
B	1,664	14.7
C	4,680.2 (includes basement)	41.3
D	1,675.0	14.8
E	1,653.0	14.6
TOTAL	**11,336.20**	**100.0**

EXHIBIT A-2

PLAT

The plat is of record at Instrument Number 200004130037514, Register's Office of Davidson County, Tennessee, as corrected by plat of record at Instrument Number 20060510004 7307, Register's Office of Davidson County, Tennessee, and is incorporated herein as if fully attached.

EXHIBIT A-3

IDENTIFICATION OF CONDOMINIUM COMPONENTS AND ALLOCATION OF MAINTENANCE RESPONSIBILITY AND EXPENSE

CONDOMINIUM COMPONENT	MAINTENANCE RESPONSIBILITY
Parking areas and driveways	Owner's Association
Common Sign	Owner's Association
Stairwells and Stairways	Owner's Association
Walkways and Sidewalks	Owner's Association
Unit A	Unit Owner
Unit B	Unit Owner
Unit C	Unit Owner
Unit D	Unit Owner
Unit E	Unit Owner

EXHIBIT B

BY-LAWS OF BRENTWOOD PROFESSIONAL PLAZA CONDOMINIUM ASSOCIATION, INC.

This instrument Was Prepared by:
J. Bryan Echols, Esq.
Farris, Warfield & Kanaday, PLC
Suite 1900
SunTrust Center
Nashville, Tennessee 37219
(615) 244-5200

Exhibit D

Attorney's Certificate

This document is intended to serve as the attorney's opinion which is required under the terms of Tennessee Code Annotated, Section 66-27-103. The undersigned, J. Bryan Echols, an attorney licensed to practice law in the State of Tennessee, hereby declares that upon the proper recording of this certificate and the following additional documents, all legal requirements for the creation of a Horizontal Property Regime Development under the terms of the Tennessee Horizontal Property Act, Tennessee Code Annotated, Section 66-27-101 et seq. will have been met:

1. The Master Deed Establishing Brentwood Professional Plaza Condominium.

2. By-Laws for Brentwood Professional Plaza Condominium and Brentwood Professional Plaza Condominium Association, Inc.

3. The Condominium Plat for the Resubdivision of Lot C-1 Brentwood Highlands Section 1, which plat shows private and common elements of record in Document 200004130037514, Registers Office for Davidson County, Tennessee.

4. The Charter of Brentwood Professional Plaza Condominium Association, Inc.

WITNESS my hand this the 14th day of April, 2000.

J. Bryan Echols

STATE OF TENNESSEE)
COUNTY OF DAVIDSON)

Personally appeared before me, Kimberly Jay, a Notary Public of said County and State, J. BRYAN ECHOLS, attorney at law, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who acknowledged that he executed the within instrument for the purposes therein contained.

Witness my hand, at office, this 14th day of April, 2000.

Notary Public

KIMBERLY JAY NOTARY PUBLIC AT LARGE DAVIDSON COUNTY, TENN.

My Commission Expires My Commission Expires July 22, 2000

400105.1 4/14/00