PICK-UP

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This Instrument Prepared By:

Gail P. Pigg, Attorney
219 Second Avenue, North
First Floor Suite
Nashville, Tennessee 37201

OWNER(S) ADDRESS AS FOLLOWS:	SEND TAX BILLS TO:	MAP & PARCEL NO.
Cloverland Hall c/o Haury & Smith Contractors, Inc.	SAME	Map: 160
2033 Richard Jones Road		Parcel: 73, 74, 75, 76, 174
Nashville, TN 37215		

MASTER DEED

ESTABLISHING A HORIZONTAL PROPERTY REGIME OF

CLOVERLAND HALL

THIS MASTER DEED is made this 1st day of November, 2002, by HAURY & SMITH CONTRACTORS, INC. (herein called "DEVELOPER"), for itself, its successors or assigns wherein the DEVELOPER makes the following declarations and submissions.

1. PURPOSE. The purpose of this Master Deed is to submit the land described in Exhibit "A" attached hereto and made a part hereof, (sometimes referred to herein as "TRACT A"), and the improvements thereon to the regime established by Chapter 27 of Title 66 of Tennessee Code Annotated, thereby establishing a horizontal property regime.

2. NAME AND ADDRESS. The name by which this Horizontal Property Regime is to be identified is CLOVERLAND HALL, a condominium, and it is located on the corner of Old Hickory Boulevard, Cloverland Drive and Valley View Road, Brentwood, Davidson County, Tennessee.

3. SUBMISSION OF THE PROPERTY. The DEVELOPER hereby submits "TRACT A" together with the buildings and improvements thereon, owned by the DEVELOPER in fee simple absolute, to the provisions of Chapter 27 of Title 66 Tennessee Code Annotated, hereby establishing a Horizontal Property Regime which "TRACT A" is described on the Plan of Cloverland Hall, of record in Instrument No. 20021101-0134432, Register's Office for Davidson County, Tennessee.

4. LAND INCLUDED IN PROPERTY. The land included in the property consists of that land described in Exhibit "A" hereto, which is made a part hereof by reference. Said land will sometimes be referred to as the "Property" or CLOVERLAND HALL. The fee simple absolute title in such land is hereby vested in the Horizontal Property Regime hereby established.

5. THE BUILDINGS. The buildings, which have not been constructed but are expected to be substantially completed on or about the 1st day of January, 2006, are expected to be of cottage types, each with a second floor bonus room – and located in fourteen (14) two-unit buildings and one (1) three-unit building. There will be a total of fifteen (15) buildings. Seven (7) units, being units 101, 103, 105, 107, 140, 142 and 144, will contain 1,600 square feet each and all remaining units will contain 2,100 square feet each. Each unit is expected to have a two-car garage and a patio (or terrace). The buildings will be of concrete block foundations and a wood frame construction with different variations of veneer (brick, lapped siding, etc.) on the front of each unit and the rear of each unit will have some variations of siding upon it (but not brick veneer). First floor floors are wood framed, and the second floor structure is of wood. Ceilings are dry-wall on wood frame construction. Interior walls will generally be dry-wall on wood frame construction. The interior walls of each unit will have clear space in between, while the exterior walls will have 3½ inch (full-thick) batt insulation and the walls between units will be double walls (each 4 inches) with one (1) inch clear space in between and each such wall shall be insulated with full batt insulation. The units are centrally heated by a gas-fired system and the units are electronically air-conditioned with individual controls in each unit. Each unit will have an individual gas-fired water heater.

6. UNITS (ALSO CALLED APARTMENTS). The said Plat shows the location of all units in the buildings and their respective unit numbers. There will be a total of thirty-one (31) condominium units (also referred to as apartments).

7. DIMENSIONS OF UNITS (APARTMENTS). Each unit (or apartment) consists of the area measured horizontally from the unit side of the dry-wall of the walls facing the exterior of the building to the unit side of the dry-wall of the wall and partition separating such unit from other units, to the side of the dry-wall of such walls and partitions facing

such unit; where dry-wall separates one room in a unit from another such room, from one side of each room wall to the other side of such room's opposite wall. Vertically, each unit consists of the space between the first floor and its ceiling, and in the second story bonus room, that space on the second floor between the top of the second floor and the underside of the second floor ceiling and, in the garage, that space between the concrete floor and the underside of the roof.

8. USE OF UNITS (APARTMENTS). Each of the units shall be used as a single family residence only.

9. COMMON ELEMENTS AND LIMITED COMMON ELEMENTS. The common elements consist of the entire property, including all parts of the buildings other than the units and including, without limitation, the following:

(a) The land.

(b) All foundations, columns, girders, beams and supports.

(c) All roofs; all exterior walls of the buildings not including the portions thereof on the unit side of the dry-wall of such walls; and the portions between the unit sides of walls and partitions between units; and all floors and ceilings. No co-owner shall be deemed to own the undecorated and/or unfinished surfaces of the perimeter walls, floors, ceilings, windows and doors bounding his unit, nor shall such co-owner be deemed to own the utilities (without limitation) running through his unit which are utilized for, or serve more than one unit, except as a right in common to share the same with the other co-owners. A co-owner, however, shall be deemed to own and shall have the exclusive right to paint, repaint, tile, wax, paper or otherwise refinish and decorate the inner surfaces of the walls, floors, ceilings, windows and doors bounding his unit and at his expense.

(d) Any corridors, lobbies, sidewalks, stairs, stairways and entrances to and exits from any building, but only if in a common area and not within the boundaries or perimeters of any unit.

(e) All yards, gardens, sidewalks, all open parking and driveway areas which will be common elements.

(f) Any system for central services.

(g) All sewer pipes (excluding pipes defined as limited common elements).

(h) Limited common elements are defined as those common elements which are reserved for the use of a certain unit or units to the exclusion of the other units. All terraces, porches, gas grills, if applicable, stoops, which serve individual units are limited common elements for the exclusive use of the sole co-owner whose unit they serve. All utility pipes, i.e. plumbing inside walls of a building which serve one unit only are limited common elements. Party walls, including the exterior patio brick privacy wall and gate, between units shall be limited common elements of the respective units upon which they abut.

(j) The interest of each co-owner in the common elements is an equal 1/31st undivided interest.

10. ENCROACHMENTS. If any portion of the common elements now encroaches upon any unit, or if any unit now encroaches upon any other unit or upon any portion of the common elements, as a result of the construction of a building or any building, or if any such encroachment shall occur hereafter as a result of settling or shifting of a building, or any building, a valid easement for the encroachment and for the maintenance of the same so long as such building stands, shall exist. In the event such building, a unit, any adjoining unit, or any adjoining common element, shall be partially or totally destroyed as a result of fire or other casualty or as a result of condemnation or eminent domain proceedings, and then rebuilt, encroachments of parts of the common elements upon any unit or of any unit upon any other unit or upon any portion of the common elements, due to such rebuilding, shall be permitted, and valid easements for such encroachments and the maintenance thereof shall exist so long as any such building shall stand.

11. PIPES, DUCTS, CABLES, WIRES, CONDUITS, PUBLIC UTILITY LINES AND OTHER COMMON ELEMENTS LOCATED INSIDE OF UNITS (APARTMENTS). Each unit owner shall have an easement in common with the owners of all other units to use all pipes, wires, ducts, cables, conduits, public utility lines and other common elements located in any of the other units and serving his unit. Each unit shall be subject to an easement in favor of the owners of all other units to use the pipes, ducts, cables (television, communication or otherwise), wires, conduits, public utility lines and other common elements which service such other units and are located in such unit. The Board

of Managers shall have a right of access to each unit to inspect the same, to remove violations therefrom and to maintain, repair or replace the common elements contained therein or elsewhere in any building.

12. UNITS (APARTMENTS) SUBJECT TO MASTER DEED. All present and future co-owners and tenants of units shall be subject to and shall comply with the provisions of this Master Deed and all restrictions, rules and conditions in the By-Laws are incorporated herein and become a part of this Master Deed by reference. The acceptance of a deed of conveyance, devise, inheritance or the entering into of a lease of a unit or entering into occupancy of a unit, shall constitute an agreement that the provisions of this Master Deed and such By-Law provisions are accepted and ratified by each co-owner and tenant, and all of such provisions shall be deemed and taken to be covenants running with the land and shall bind any person having at any time any interest or estate in such unit, as though such provisions were recited and stipulated in full in each and every deed or lease thereof.

13. UNITS (APARTMENTS) SUBJECT TO BY-LAWS AND RULES AND REGULATIONS. All present and future co-owners, tenants and occupants of a unit shall be subject to, and shall comply with, the provision of the By-Laws and the Rules and Regulations appended hereto and recorded herewith, pursuant to Tennessee Code Annotated, §66-27-111, et. seq., 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 shall constitute an agreement that the provisions of the said By-Laws and the Rules and Regulations, as they may be amended from time to time, are accepted and ratified by such co-owner, tenant or occupant, and all of such provisions shall be deemed and taken to be covenants running with the land and shall bind any person having at any time any interest or estate in such unit, as though such provisions were recited and stipulated at length in each and every deed, conveyance or lease, thereof.

14. AMENDMENT. This Master Deed may be amended by a deed of amendment joined in by co-owners representing at least sixty-seven (67%) percent of the total then existing units in the Horizontal Property Regime, which deed shall be recorded in the

Register's Office for Davidson County, Tennessee.

15. WAIVER. No provision contained in this Master Deed shall be deemed to have been abrogated or waived by reason of any failure to enforce it, regardless of the number of violations or breaches which may occur.

16. CAPTIONS. The captions herein are inserted only as a matter of convenience and for reference and neither define, limit, or describe the scope of this Master Deed nor the intent of any provision hereof.

17. GENDER. The use of the masculine gender in this Master Deed shall be deemed to refer to the feminine gender and the singular shall be deemed to refer to the plural and visa versa, whenever the context so requires.

18. ANNEXATION. On or before eighty-four (84) months from the date of closing of the first unit in this regime, adjacent property or properties may be annexed at Developer's option as a part of Cloverland Hall. With the annexation of said land, if Developer has elected to annex, all units will constitute one regime, with each unit owner owning an equal undivided interest in the total common elements as determined by the final unit number, not to exceed fifty-five (55). It is expressly understood that no individual phase boundary will be established by annexation but such phase or section will become a part of this horizontal regime. Within eighty-four (84) months from date of closing of the first unit in this regime, the land described above, or any section thereof, may be annexed as a part of Cloverland Hall without approval of any co-owner. After eighty-four (84) months from date of closing of the first unit in this regime, such annexation, if not previously consummated, will require the approval of a majority of the co-owners of Cloverland Hall.

19. REQUIREMENTS OF METROPOLITAN GOVERNMENT CONCERNING OPEN SPACE. Any common open space established by an adopted Final Master Development Plan for a planned unit development shall be subject to the following:

(a) The Metropolitan Planning Commission and the Metropolitan County Council may require that the landowner provide for and establish an organization for the ownership and maintenance of any common open space, and such organization shall not be dissolved nor shall it dispose of any common open space, by sale or otherwise (except to

an organization conceived and established to own and maintain the common space), without first offering to dedicate the same to the Metropolitan Government of Nashville and Davidson County and the said dedication be approved by the Metropolitan Planning Commission. However, the conditions of any transfer shall conform to the adopted final master development plan.

(b) In the event that the organization established to own and maintain common open space, or any successor organization, shall at any time after the establishment of the Planned Unit Development fail to maintain the common open space in reasonable order and condition in accordance with the adopted Master Development Plan, the Zoning Administrator may serve written notice upon such organization and/or the owners or residents of the Planned Unit Development and hold a public hearing. After thirty (30) days when deficiencies of maintenance are not corrected, the Zoning Administrator shall call upon any public or private agency to maintain the common open space for a period of one year. When the Zoning Administrator determines that the organization is not prepared for the maintenance for the common open space such agency shall continue maintenance for yearly periods.

(c) The cost of such maintenance by such agency shall be assessed proportionally against the properties within the Planned Unit Development that have a right of enjoyment of the common open space, and shall become a lien on said properties.

IN WITNESS WHEREOF, the DEVELOPER has executed this Master Deed at Nashville, Davidson County, Tennessee, on this 1st day of November 2002.

HAURY & SMITH CONTRACTORS, INC.

By: _____

H. WAYNE MORRISON, VICE-PRESIDENT

Attest by:

_____

STATE OF TENNESSEE
COUNTY OF DAVIDSON

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, H. WAYNE MORRISON, with whom I am personally acquainted, and who, upon oath, acknowledged himself to be the Vice-President of HAURY & SMITH CONTRACTORS, INC., the within named bargainor, a corporation, and that he as such Vice-President, being authorized so to do, executed the foregoing instrument for the purpose therein contained, by signing the name of the corporation by himself as such Vice-President.

Witness my hand and seal, at office in Nashville, Tennessee, this 1st day of November, 2002.

NOTARY PUBLIC

My commission expires: May 30, 2004.

EXHIBIT A

SURVEYOR'S DESCRIPTION OF CLOVERLAND HALL

Land located in the 32nd Councilmanic District of Davidson County, Tennessee near Old Hickory Boulevard and Cloverland Drive, being Lot 1 on the Condominium Plat Of Cloverland Hall as prepared by Gresham, Smith and Partners dated June 20, 2002 (not of record), and being more particularly described as follows:

Beginning in the westerly right-of-way of Cloverland Drive at a northeasterly corner of Lot 2 on the final plat of A Resubdivision Of Lots 27-32 Brentwood Gardens of record as Instrument Number 20020514-0059204, R.O.D.C.;

Thence with said Lot 2 as follows:

North 79° 30' 47" West, 213.81 feet;
South 10° 29' 13" West, 150.00 feet to the northerly boundary of Steven F. Diggs, et ux property of record in Deed Book 6244, Page 191, R.O.D.C.;

Thence with said Diggs boundary and the northerly boundary of Charles R. Shrader, et ux property of record in Deed Book 5325, Page 995, R.O.D.C. North 79° 30' 47" West, 559.43 feet to the easterly right-of-way of Valley View Road;

Thence with said right-of-way as follows:

North 09° 34' 43" East, 429.74 feet;
Northeasterly with a curve to the right 31.73 feet to the southerly right-of-way of Old Hickory Boulevard, said curve having a radius of 20.00 feet, a central angle of 90° 54' 30" and chord of 28.51 feet at North 55° 01' 58" East;

Thence with said right-of-way of Old Hickory Boulevard as follows:

South 79° 30' 47" East, 724.76 feet;
Southeasterly with a curve to the right 29.97 feet to the westerly right-of-way of Cloverland Drive, said curve having a radius of 20.00 feet, a central angle of 85° 51' 46" and a chord of 27.24 feet at South 36° 34' 54" East;

Thence with said right-of-way of Cloverland Drive South 06° 20' 59" West, 277.53 feet to the beginning.

Containing 7.208 acres, more or less, and being property conveyed to Haury & Smith Contractors, Inc. by deeds from W.J. Vaughn et ux, Joy L. Vaughn and Lynda Ellen Buford Nagy of record as Instrument Numbers 20020425-0051034 and 20020425-0051035, R.O.D.C. respectively.

The above described property is subject to any and all notes, reservations, restrictions and requirements shown on the Condominium Plat Of Cloverland Hall as prepared by Gresham, Smith and Partners dated June 20, 2002 (not of record).

BY-LAWS

OF

CLOVERLAND HALL

(A Horizontal Property Regime)

Brentwood, Davidson County, Tennessee

ARTICLE I

SECTION 1. Apartment Unit Ownership. The property located on the corner of Old Hickory Boulevard, Cloverland Drive and Valley View Road, Davidson County, Tennessee, has been submitted to the provisions of Chapter 27 of Title 66 of Tennessee Code Annotated by a Master Deed recorded in the Register's Office of Davidson County, Tennessee, simultaneously herewith, to which these By-Laws are appended to and recorded with, and shall hereinafter be known as Cloverland Hall, a Condominium (hereinafter called the "Condominium"), which is recorded on the Plan of Cloverland Hall of record in Instrument No. 20021101-0134432, Register's Office for Davidson County, Tennessee. (Throughout these By-Laws the words unit and apartments have the same meaning.)

SECTION 2. Applicability of By-Laws. The provisions of these By-Laws are applicable to the property of the Condominium and to the use and occupancy thereof. The term "Property" as used herein, shall include the land, the buildings, all improvements and structures thereon, and all easements, rights and appurtenances belonging thereto, all of which are submitted to the provisions of said Chapter 27 of Title 66 of Tennessee Code Annotated.

SECTION 3. Application. These By-Laws and each change made in accordance herewith and pursuant to Tennessee Code Annotated, §66-27-111 and §66-27-112, are and shall be covenants running with each apartment and binding on each successive co-owner, lessee or mortgagee of each apartment in the Condominium, including the apartments located on the property known as Cloverland Hall. All present and future owners, mortgagees, lessees and occupants of apartments and their employees, and any other persons who may use the facilities of the property in any manner are subject to these By-Laws, the Master Deed and the Rules and Regulations. The acceptance, whether from Developer or a co-owner, of a deed or conveyance, or mortgage, or the entering into of a lease with the Developer or a co-owner, or the act of occupancy of an apartment shall constitute a covenant and an agreement by the grantee, conveyee, mortgagee, lessee or occupant that these By-Laws, the Rules and Regulations and the provisions of the Master Deed, as they may be amended from time to time, are accepted, ratified, and will be complied with, and further, that he will make the provisions herein known to any subsequent purchaser, lessee or mortgagee.

SECTION 4. Office. The office of the Condominium and of the Board of Managers shall be located at 2033 Richard Jones Road, Nashville, Davidson County, Tennessee 37215, or at such other location as the Board of Managers may from time to time designate.

ARTICLE II

Board of Managers

SECTION 1. Number and Qualifications. The affairs of the Condominium shall be governed by a Board of Managers. Until four (4) months from the time that seventy-five (75%) percent of the apartments have been conveyed to purchasers of the Condominiums, or until thirty-six (36) months from the date of the conveyance of the first unit, whichever event occurs first, and thereafter until their successors shall have been elected by the co-owners, the initial Board of Managers shall consist of Reese L. Smith III, or his successor, as President of Haury & Smith Contractors, Inc., and four (4) other co-owners designated by Developer. Reese L. Smith III and the other members of the Board of Managers appointed by Developer, shall each have one vote in determining matters by the Board of Managers. Thereafter, the Board of Managers shall be composed of five (5) persons who shall be owners or spouses of owners of apartments; or, in the case of partnership owners, shall be members or employees of such partnership; or in the case of corporate owners, shall be officers, stockholders or employees of such corporation; or in the case of trust ownership, the fiduciary or designated representative of such fiduciary. Reese L. Smith III may designate an employee or other representative of Developer to serve in his stead.

SECTION 2. Powers and Duties. The Board of Managers shall have the powers and duties necessary for the administration of the affairs of the condominium and may do all such acts and things except as by law or by the Master Deed or by these By-Laws may not be delegated to the Board of Managers by the co-owners. Such powers and duties of the Board of Managers shall include, but shall not be limited to, the following:

(a) Operation, care, upkeep and maintenance of the common elements in accordance with the other provisions of these By-Laws.

(a-1) The granting of permits, licenses and easements over the Common Area as deemed necessary by the Board for utilities, roads and other purposes reasonably necessary for the proper maintenance or operation of the condominium project.

(b) Determination of the common expenses required for the affairs of the condominium including, without limitation, the operation and maintenance of the property.

(c) Collection of the common charges from the co-owners.

(d) Employment and dismissal of the personnel necessary for the maintenance and operation of the common elements.

(e) Adoption and amendments of rules and regulation covering the details of the operation and use of the property.

(f) Opening of bank accounts on behalf of the Condominium and designating the signatories required therefor.

(g) Purchasing or leasing or otherwise acquiring in the name of the Board of Managers, or its designee, corporate or otherwise, on behalf of all apartment owners, apartments offered for sale or lease or surrendered by their owners to the Board of Managers.

(h) Purchasing of apartments at foreclosure or other judicial sales in the name of the Board of Managers, or its designee, corporate or otherwise, on behalf of all co-owners.

(i) Selling, leasing, mortgaging, voting the votes appurtenant to (other than for the election of members of the Board of Managers), or otherwise dealing with apartments acquired by, and subleasing apartments leased by, the Board of Managers or its designee, corporate or otherwise, on behalf of all co-owners.

(j) Organizing corporations to act as designees of the Board of Managers in acquiring title to or leasing of apartments on behalf of all co-owners.

(k) Leasing of maids' rooms, laundry rooms and granting of licenses for vending machines.

(l) Obtaining of insurance for the property, including the apartments, pursuant to the provisions of Article V, Section 2, hereof.

(m) Making of repairs, additions and improvements to or alterations of the property and repairs to and restoration of the property, in accordance with the other provisions of these By-Laws, after damage or destruction by fire or other casualty, or as a result of condemnation or eminent domain proceedings.

SECTION 3. Managing Agent and Manager. For a period of three (3) years after the Board of Managers has been completely elected by the co-owners, the Developer, or its assignee, shall continue as exclusive Managing Agent and/or Manager and shall be entitled to reasonable compensation therefor; provided, however, either the Developer or the Association may terminate this agreement without cause and without payment of a termination fee on ninety (90) days written notice. Thereafter, the Board of Managers may employ for the Condominium a Managing Agent and/or a Manager at a compensation established by the Board of Managers, to perform such duties and services as the Board of Managers shall authorize, including, but not limited to, the duties listed in subdivision (a), (c), (d), (k), (l) and (m) of Section 2 of this Article II. The Board of Managers may delegate to the Manager or Managing Agent, all of the powers granted to the Board of Managers by these By-Laws other than the powers set forth in subdivisions (a-1), (b), (e), (f) and (j) of Section 2 of this Article II. A member of the Board of Managers

may be Manager and/or Managing Agent. The fee charged by the Developer, with regard to maintenance, management, repair, administration and operation of the property, shall be in keeping with customary charges in Davidson County, such fee to be above actual costs expended by Developer.

SECTION 4. Election and Term of Office. The first Board of Managers after the initial Board ceases management shall be elected at the first meeting of co-owners, or, at the option of the initial Board, may be elected by ballots mailed to each co-owner at least twenty-five (25) days prior to the first meeting. The first ballot shall seek nominations of eight (8) individuals for said Board. The second ballot shall constitute the actual vote based on the nominations and those five (5) individuals having the greatest number of votes shall constitute the Board of Managers. If elected by ballot, the ballots shall be mailed to each co-owner at the unit owned by him of record, and the results of said ballot shall be announced at the first meeting of co-owners. The term of office of the member with the highest number of votes shall be fixed at three (3) years, the term of office of the two members with the next highest number shall be fixed at two (2) years, and the term of office of the remaining two (2) members shall be fixed at one (1) year. At the expiration of the initial term of office of each respective member of the Board of Managers, his successors shall be elected to serve for a term of three (3) years. The members of the Board of Managers shall hold office until their respective successors shall have been elected by the co-owners.

SECTION 5. Removal of Members of the Board of Managers. After the term of office of the initial Board of Managers shall have terminated, as provided in Section 1 of this Article II, at any regular or special meeting of the co-owners, any one or more of the members of the Board of Managers may be removed with or without cause by a majority of the co-owners and a successor may then and there or thereafter be elected to fill the vacancy thus created. Any member of the Board of Managers whose removal has been proposed to any assembly of co-owners shall be given an opportunity to be heard at the hearing.

SECTION 6. Vacancies. Vacancies in the Board of Managers caused by any reason other than the removal of a member thereof by the co-owners shall be filled by a vote of a majority of the remaining members at a special meeting of the Board of Managers held for that purpose promptly after the occurrence of any such vacancy, even though the members present at such meeting may constitute less than a quorum, and each person so elected shall be a member of the Board of Managers for the remainder of the term of the member so removed and until a successor shall be elected at the next annual meeting of the co-owners.

SECTION 7. Organization Meeting. The first meeting of the members of the Board of Managers following the annual meeting of the co-owners shall be held within fifteen (15) days thereafter, at such time and place as shall be fixed by the co-owners at the meeting at which such Board of Managers shall have been elected, and no notice shall be

necessary to the newly elected members of the Board of Managers in order legally to constitute such meeting, providing a majority of the whole Board of Managers shall be present thereat.

SECTION 8. Regular Meetings. Regular meetings of the Board of Managers may be held at such time and place as shall be determined from time to time by a majority of the members of the Board of Managers, but at least one such meeting shall be held during each fiscal year. Notice of regular meetings of the Board of Managers shall be given to each member of the Board of Managers, by mail or telegraph, at least three (3) days (excluding Saturdays, Sundays and bank holidays recognized in Nashville, Tennessee), prior to the day named for such meeting.

SECTION 9. Special Meetings. Special meetings of the Board of Managers may be called by the President on three (3) business days notice to each member of the Board of Managers, given by mail or telegraph, which notice shall state the time, place and purpose of the meeting. Special meetings of the Board of Managers shall be called by the President or Secretary in like manner and on like notice on the written request of at least three (3) members of the Board of Managers.

SECTION 10. Waiver of Notice. Any member of the Board of Managers may, at any time, waive notice of any meeting of the Board of Managers in writing, and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a member of the Board of Managers at any meeting of the Board or execution of the minutes thereof shall constitute a waiver of notice by him of the time and place thereof. If all the members of the Board of Managers are present at any meeting of the Board, no notice shall be required and any business may be transacted at such meeting.

SECTION 11. Quorum of Board of Managers. At all meetings of the Board of Managers, a majority of the members thereof shall constitute a quorum for the transaction of business, and the votes of a majority of the members of the Board of Managers present at a meeting at which a quorum is present shall constitute the decision of the Board of Managers. If at any meeting of the Board of Managers there shall be less than a quorum present, a majority of those present may adjourn the meeting from time to time. At such adjourned meeting at which a quorum is present, any business which might have been transacted at the meeting originally called, may be transacted without further notice.

SECTION 12. Fidelity Bonds. The Board of Managers shall obtain adequate fidelity bonds for all officers and employees of the Condominium handling or responsible for Condominium funds. The premiums of such bonds shall constitute a common expense. Such fidelity bonds shall also be required for the employees and officers of any management company who is responsible for the handling of funds of the association.

SECTION 13. Liability of the Board of Managers. The members of the Board of Managers shall not be liable to the co-owners for any mistake of judgment, negligence, or otherwise, except for their own individual willful misconduct or bad faith. The co-owners shall indemnify and hold harmless each of the members of the Board of Managers against

all contractual liability to others arising out of contracts made by the Board of Managers on behalf of the Condominium unless any such contract shall have been made in bad faith or contrary to the provisions of the Master Deed or of these By-Laws. It is intended that the members of the Board of Managers shall have no personal liability with respect to any contract made by them on behalf of the Condominium. It is also intended that the liability of any co-owner arising out of any contract made by the Board of Managers or out of the aforesaid indemnity in favor of the members of the Board of Managers shall be limited to such proportion of the total liability thereunder, as his interest in the common elements bears to the interest of all the co-owners in the common elements. Every agreement made by the Board of Managers or by the managing agent or by the Manager on behalf of the Condominium shall provide that the members of the Board of Managers or the managing agent, or the Manager, as the case may be, are acting only as agents for the council of co-owners and shall have no personal liability thereunder (except as co-owners), and that each co-owner's liability thereunder shall be limited to such proportion of the total liability thereunder as his interest in the common elements bears to the interest of all co-owners in the common elements.

SECTION 14. Rules and Regulations. The rules and regulations attached to these By-Laws as Exhibit "1" shall be the rules and regulations relating to the use and occupancy until such time as a majority of the Board of Managers, pursuant to the power stated in Section 2(e) of Article II hereof, shall amend them or adopt new ones.

SECTION 15. Declaration of Default. Should a majority of the Board of Managers determine that any co-owner is in default in the performance of any of co-owner's obligations contained in the Master Deed or these By-Laws, or if such co-owner should be in violation of any of the same or the Rules and Regulations established by the Board of Managers, then the Secretary or representative of the Board of Managers shall send written notice of such default to such co-owner, and if such default is not cured to the satisfaction of such Secretary or representative within a reasonable time (not in excess of two weeks from the date of sending notice), then the Secretary shall proceed to enforce the remedies given herein and by law. Nothing contained herein shall be construed as a waiver or extension of the time required for payment of the common charges as set forth under other provisions of these By-Laws.

SECTION 16. Developer as Manager. The Developer or its designee may be employed as Manager or Managing Agent, and as such, shall be entitled to any profit which it may earn from its management and operation of the Condominium, as long as said profit is reasonable.

ARTICLE III

SECTION 1. Annual Meeting. Four months from the time seventy-five (75%) percent of the apartments have been conveyed, or thirty-six (36) months from the date of conveyance of the first unit, whichever event occurs first, the initial Board of Managers

shall notify all co-owners, and a meeting of the co-owners shall be held within thirty (30) days thereafter on a call issued by the President. Thereafter, the annual meetings of the co-owners shall be held during April of each succeeding year, excluding Saturdays and Sundays. At such meetings, the members of the Board of Managers to be elected shall be elected by ballot of the co-owners in accordance with the requirements of Section 4 of Article II of these By-Laws. The co-owners may transact such other business at such meetings as may properly come before them.

SECTION 2. Place of Meetings. Meetings of the co-owners shall be held at the principal office of the Condominium or at such other suitable place convenient to the co-owners as may be designated by the Board of Managers.

SECTION 3. Special Meetings. It shall be the duty of the President to call a special meeting of the co-owners if so directed by resolution of the Board of Managers or upon a petition signed and presented to the Secretary by co-owners representing at least twenty-five (25%) percent of the total then existing apartments in the Horizontal Property Regime. The notice of any special meeting shall state the time and place of such meeting and the purpose thereof. No business shall be transacted at a special meeting except as stated in the notice.

SECTION 4. Notice of Meetings. It shall be the duty of the Secretary to mail, or cause to be delivered, a written notice of each annual or special meeting of the co-owners, at least ten but not more than twenty (20) days prior to such meeting, stating the purpose thereof, as well as the time and place where it is to be held, to each co-owner shall have designated by notice in writing to the Secretary. The mailing or delivery of such notice of meeting in the manner provided in this Section shall be considered service of notice.

SECTION 5. Adjournment of Meetings. If any meetings of co-owners cannot be held because a quorum has not attended, a majority of the co-owners who are present at such meeting, either in person or by proxy, may adjourn the meeting to a time approved by a majority of those then present.

SECTION 6. Order of Business. The order of business at all meetings of the co-owners shall be as follows:

(a) Roll call;
(b) Proof of notice of meeting;
(c) Reading of minutes of preceding meeting;
(d) Reports of Officers;
(e) Reports of Board of Managers;
(f) Reports of Committees;
(g) Election of member of the Board of Managers (when so required);
(h) Unfinished business; and
(i) New business.

SECTION 7. Title to Apartments. Title to apartments may be taken in the name of an individual or in the names of two or more persons, as tenants in common or as joint tenants or as tenants by the entirety, or in the name of a corporation or partnership, or in the name of a fiduciary.

SECTION 8. Voting. The owner or owners of each apartment, or some person designated by such owner or owners to act as proxy on his or their behalf and who need not be an owner, shall be entitled to cast the votes appurtenant to such apartment at all meetings of co-owners. The designation of any such proxy shall be made in writing to the Secretary, and shall be revocable at any time by written notice to the Secretary by the co-owner or co-owners so designating. Any or all of such co-owners may be present at any meeting of the co-owners and (those constituting a group acting unanimously), may vote or take any other action as a co-owner either in person or by proxy. Each co-owner (including the Developer, if the Developer shall then own one or more apartments) shall be entitled to cast one vote at all meetings of the co-owners for each apartment owned. A fiduciary shall be the voting member with respect to any apartment owned in a fiduciary capacity. It is clearly understood that there shall be only one vote for each unit.

SECTION 9. Majority of Co-owners. As used in these By-Laws, the term "majority of co-owners" shall mean those co-owners present in person or by proxy and voting at any meeting of the co-owners determined in accordance with the provisions of Section 8 of this Article III.

SECTION 10. Quorum. Except as otherwise provided in these By-Laws or by Tennessee Statute, the presence in person or by proxy of co-owners representing forty (40%) percent of the total then existing apartments in the Horizontal Property Regime shall constitute a quorum at all meetings of the co-owners.

SECTION 11. Majority Vote. The vote of a majority of the votes of the co-owners at a meeting at which a quorum shall be present shall be binding upon all co-owners for all purposes except where the laws of the State of Tennessee relating to Horizontal Property Regimes, the Master Deed or these By-Laws require a higher percentage vote or a difference method of voting. However, if the meting has been recalled, pursuant to Section 5 above, because a quorum was not present at the first meeting, a vote of the majority of those present at such meeting shall be binding upon the co-owners, except where Tennessee law requires a higher percentage; provided, however, all co-owners are provided notice of the time and place of the recalled meeting at least seven (7) days prior to such meeting.

SECTION 12. Restriction on Purchase or Lease of Apartments by Co-Owner and on Capital Improvements. While one (1) or more apartments are owned by the Developer without having been initially sold by him, no apartment may be purchased or leased by or for the council of co-owners and no capital addition, extension, alteration, added improvement, modification or additional embellishment of the property shall be authorized or made by the Council of co-owners, without the prior written consent of the Developer, unless, by the unanimous vote of the Co-owners other than the Developer, the Developer

is excused and saved harmless form contributing to the purchase price or rental of such apartment or to the cost of such capital addition, extension, alteration, added improvement, modification or additional embellishment or any related series thereof.

ARTICLE IV

Officers

SECTION 1. Designation. The principal officers of the Condominium shall be the President, the Secretary and the Treasurer, all of whom shall be elected by the Board of Managers. The Board of Managers may appoint a vice-president, an assistant treasurer, an assistant secretary, and such other officers as in its judgment may be necessary. The President, but no other officer, need be a member of the board of Managers. The Offices of Secretary and Treasurer may be held by the same person under the designation of Secretary-Treasurer.

SECTION 2. Election of Officers. The officers of the Condominium shall be elected annually by the Board of Managers at the first meeting of each fiscal year, and shall hold office at the pleasure of the Board of Managers.

SECTION 3. Removal of Officers. Upon the affirmative vote of a majority of the members of the Board of Managers, any officer may be removed, either with or without cause, and his successor may be elected at any regular meeting of the Board of Managers, or at any special meeting of the Board of Managers called for such purpose.

SECTION 4. President. The President shall be the chief executive officer of the Condominium. He shall preside at all meetings of the co-owners and of the Board of Managers. He shall have all of the powers and perform those duties vested in him by the Board of Managers.

SECTION 5. Vice-President. The Vice-President shall take the place of the President and perform his duties whenever the President shall be absent or unable to act. If neither the President nor the Vice-President is able to act, the Board of Managers shall appoint some other member of the Board of Managers to act in the place of the President, on an interim basis. The Vice-President shall also perform other duties as shall from time to time be imposed upon him by the Board of Managers or by the President.

SECTION 6. Secretary. The Secretary shall keep the minutes of all meetings of the Council of Co-Owners and of the Board of Managers; he shall have charge of such books and papers as the Board of Managers may direct; and he shall perform such other duties as the Board of Managers shall impose upon him and such functions as are generally performed by a Secretary of a business corporation.

SECTION 7. Treasurer. The Treasurer shall have the responsibility for Condominium funds and securities and shall be responsible for keeping in chronological order, full and accurate financial records and books of account showing all receipts and

disbursements affecting the building, or buildings, if more than one, and their administration and specifying the maintenance and repair expense of the common elements and any other expenses incurred and for the preparation of all required financial data. He shall be responsible for the deposit of all monies and other valuable effects in the name of the Board of Managers, or the Managing Agent, in such depositories as may from time to time be designated by the Board of Managers, and he shall, in general, perform all the duties incident to the Office of Treasurer of a stock corporation and perform such other duties as the Board of Managers shall impose upon him, and such other functions as are generally performed by a Treasurer of a business organization.

SECTION 8. Agreements, Contracts, Deeds, Checks, etc.. All agreements, contracts, deeds, leases, checks and other instruments of the Condominium shall be executed by any two officers of the Condominium or by such other person or persons as may be designated by the Board of Managers.

ARTICLE V

Operation Of The Property

SECTION 1. Determination of Common Expenses and Fixing of Common Charges. The Board of Managers shall from time to time, and at least annually, prepare a budget for the Condominium, determine the amount of the common charges payable by the co-owners to meet the expenses of administration and of maintenance and repair of the general common elements, and, in the proper case, of the limited common elements of the property, and any other expenses lawfully agreed upon; and the Board of Managers shall allocate and assess such common charges among the co-owners according to the relationship of their square feet of floor area to the total square feet of floor area in all apartments as a general rule, but the Board of Managers is not bound to make such allocation with respect to charges that would be unfairly allocated on such basis. The Board may determine different allocation such as a percentage based upon the percentage each co-owner owns in the common element. The allocations shall be applied uniformly to all owners of like situations. The common expenses shall include, among other things, the cost of all insurance premiums on all policies of insurance required to be or which have been obtained by the Board of Managers pursuant to the provisions of Section 2 of this Article V and the fees and disbursements of the Insurance Trustee, or, at the option of the Board, the insurance may be billed individually, apart from the monthly common expenses. The common expenses may also include such amounts as the Board of Managers may deem proper for the operation and maintenance of the property, including, without limitation, an amount for working capital of the Condominium, for a general operating reserve, for a reserve fund for replacements, and to make up any deficit in the common expenses for any prior year. The Board of Managers shall advise all co-owners, promptly in writing, of the amount of common charges payable by each of them, respectively, as determined by the Board of Managers, as aforesaid, and shall furnish copies of each budget on which such common charges are based, to all co-owners and their mortgagees.

SECTION 2. Insurance. The Board of Managers shall be required to obtain and maintain, to the extent obtainable, the following insurance: (1) replacement cost fire insurance with extended coverage, vandalism and malicious mischief endorsements, insuring the entire building (including all of the apartments and the bathroom and kitchen fixtures, bathroom vanities and kitchen and bathroom cabinet work, parquet floors, carpeting, light fixtures, wallpaper, paint, dry-wall, ceramic tile bathroom flooring and vinyl kitchen floor covering initially installed therein and paid for by the original owner and builder of the buildings, but not including furniture, furnishings, or other property supplied or installed by tenants (or owners) together with all air-conditioning equipment and other service machinery contained therein and covering the interests of the Condominium, the Board of Managers and the Council of Co-owners and their mortgagees, as their interest may appear, in an amount equal to the full replacement value of the buildings, without deduction for depreciation; each of such policies shall contain a Tennessee standard mortgagee clause in favor of each mortgagee of an apartment which will provide that the loss, if any, thereunder shall be payable to such mortgagee as its interest may appear, subject, however, to the loss payment provisions in favor of the Board of Managers and the Insurance Trustee hereinafter set forth; such insurance polices shall contain a standard deductible clause of not less than $100.00 or more than $1,000.00 for each occurrence; (2) rent insurance covering the rents of the apartments or other areas owned by the council of Co-owners and which are rented, if any; (3) Workmen's Compensation insurance, if applicable; (4) boiler and machinery insurance as the Board of Managers may determine. The Board shall also be responsible for obtaining fidelity bonds (see Section 12 of Article II). All such polices shall provide that adjustments of loss shall be made by the Board of Managers, and that the net proceeds thereof, if $20,000.00 or less, shall be payable to the Board of Managers and if more than $20,000.00, the net proceeds shall be payable to the Insurance Trustee, as designated by the Board of Managers. It is clearly understood, however, that the insurance Trustee is an escrow agent only and will make disbursements as directed by the Board of Managers. Nothing contained herein shall be construed to prevent the Board of Managers from serving as Insurance Trustee. All policies of physical damage insurance shall contain waivers of subrogation and waivers of any defense based on co-insurance or of invalidity arising from any acts of the insured, and shall provide that such policies may not be canceled or substantially modified without at least ten (10) days prior written notice to all of the insureds, including all mortgagees of apartments. Certificates showing coverage under all policies of physical damage insurance or all renewals thereof, together with proof of payment of premiums or a statement for payment, if applicable, shall be delivered to all mortgagees of apartments at least ten (10) days prior to expiration of the then current policies. The Board of Managers shall also be required to obtain and maintain, to the extent obtainable, public liability insurance in such limits as the Board of Managers may from time to time determine, covering each member of the Board of Managers, the managing agent, the Manager, and each co-owner. Such public liability coverage shall also cover cross liability claims of one insured against another.

Co-owners shall not be prohibited from carrying other insurance for their own benefit provided that all such polices shall contain waivers of subrogation and further provided that the liability of the carriers issuing insurance obtained by the Board of

Managers shall not be affected or diminished by reason of any such additional insurance carried by any co-owner.

SECTION 3. Repair or Reconstruction After Fire or Other Casualty. In the event of damage to or destruction of any building as a result of fire or other casualty (unless more than 2/3rds of all buildings require reconstruction), the Board of Managers shall, as it in its sole and absolute discretion determine and without intervention of any co-owner, arrange for the prompt repair and restoration of the Building or Buildings (including any damaged apartments and damaged kitchen and bathroom fixtures, bathroom vanities and kitchen and bathroom cabinet work, parquet floors, carpeting, light fixtures, wallpaper, ceramic tile bathroom flooring and vinyl kitchen floor covering initially installed therein and paid for by the original owner and builder of the buildings, but not including any wall, ceiling or floor decorations or covering or other furniture, furnishings, fixtures or equipment installed by tenants or co-owners in the apartments, unless insurance thereof is specifically provided for in the insurance policy obtained by the Board of Managers) and the Board of Managers or the Insurance Trustee, as the case may be, shall disburse the proceeds of all insurance polices to the contractors engaged in such repair and restoration in appropriate progress payments. Any cost of such repair and restoration in excess of the insurance proceeds shall constitute a common expense, and the Board of Managers may assess all the co-owners directly affected by the damage for such deficit as part of the common charges.

If two-thirds (2/3) or more of all buildings are destroyed, the property shall be sold; in which event the net proceeds of the sale, together with the net proceeds of insurance policies, shall be divided by the Board of Managers or the Insurance Trustee, as the case may be, among all the co-owners in proportion to their respective common interests, after paying out of the share of each co-owner the amount of any unpaid liens on his apartment, in the order of priority of such liens. If there shall have been a repair or restoration pursuant to the first paragraph of Section 3, and the amount of insurance proceeds shall have exceeded the cost of such repair or restoration, then the excess of such insurance proceeds shall be divided by the Board of Managers or the Insurance Trustee, as the case may be, among the co-owners in the same manner.

SECTION 4. (a) Payment of Common Charges. All co-owners shall be obligated to pay the common charges assessed by the Board of Managers pursuant to the provisions of Section 1 of this Article V at such time or times as the Board of Managers shall determine. No co-owner shall be liable for the payment of any part of the common charges assessed against his apartment subsequent to a sale, transfer or other conveyance by him (made in accordance with the provisions of Article VII of these By-Laws) of such apartment, together with the appurtenant interests as defined in Section 3 of Article VII hereof. Any first mortgagee who obtains title to a condominium unit pursuant to the remedies provided in the deed of trust will not be liable for such units' unpaid dues or charges which accrue prior to the acquisition of title to such unit by the mortgagee. The Developer is exempt from payment of common charges until the construction of any unit is complete and occupied as a residence. The Developer will pay no common charges by reason of its ownership of unimproved unit pads or partially constructed units.

SECTION 4. (b) Mortgage and Deed of Trust Protection. The lien for assessments payable by unit owner shall be subordinate to the lien of a recorded first mortgage or deed of trust on the interest of said unit owner, except for the amount of the proportionate share of common expenses which become due and payable from and after the date which the mortgagee or beneficiary thereunder either takes possession of the unit encumbered thereby, accepts the conveyance of any interest therein (other than as security) or forecloses its mortgage or deed of trust. This sub-paragraph (b) shall not be amended, changed, modified or rescinded without the written consent of all mortgagees and beneficiaries of record.

SECTION 5. Collection of Assessments. The Board of Managers shall assess common charges against the co-owners from time to time and at least annually and shall take prompt action to collect any common charge due from any co-owner which remains unpaid for more than thirty (30) days from the date of payment thereof.

SECTION 6. Default in Payment of Common Charges. In the event of default by any co-owner in paying to the Board of Managers the common charges as determined by the Board of Managers, such co-owner shall be obligated to pay interest at the maximum legal rate of such common charges from the due date thereof, together with all expenses, late charges as established by the Board of Managers, and attorney's fees incurred by the Board of Managers in any proceeding brought to collect such unpaid common charges. The Board of Managers shall have the right and duty to attempt to recover such common charges together with interest thereon, reasonable late charges and the expenses of the proceeding, including attorney's fees, in an action to recover the same brought against such co-owner, or by foreclosure of the lien of such apartment granted by Section 66-27-116 of Tennessee Code Annotated, or both.

SECTION 7. Foreclosure of Liens for Unpaid Common Charges. In any action brought by the Board of Managers to foreclose a lien on an apartment because of unpaid common charges, the co-owner shall be required to pay a reasonable rental, but not less than One Hundred ($100.00) Dollars per diem rent, from the date of the commencement of the foreclosure action for the use of his apartment, and the complainant in such foreclosure action shall be entitled to the appointment of a receiver to collect the same. The Board of Managers, acting on behalf of the Council of Co-owners, shall have the power to purchase such apartment unit at the foreclosure sale and to acquire, hold, lease, mortgage, vote the votes appurtenant to convey or otherwise deal with the same. A suit to recover a money judgment for unpaid common charges shall be maintainable without foreclosing or waiving the lien securing the same.

SECTION 8. Statement of Common Charges. The Board of Managers shall promptly provide any co-owner so requesting the same in writing, with a written statement of all unpaid common charges due from such co-owner.

SECTION 9. Abatement and Enjoinment of Violations by Co-Owners. The violation of any rule or regulation adopted by the Board of Managers, or the breach of any By-Laws contained herein, or the breach of any provision of the Master Deed, shall give the Board

of Managers the right, in addition to any other rights set forth in these By-Laws: (a) to enter the apartment in which, or as to which such violation or breach exists and to summarily abate and remove, at the expense of the defaulting co-owner, any structure, thing or condition that may exist therein contrary to the intent and meaning of the provisions hereof, and the Board of Managers shall not thereby be deemed guilty in any manner of trespass; or (b) to enjoin, abate or remedy by appropriate legal proceedings, either at law or in equity, the continuance of any such breach.

SECTION 10. Maintenance and Repair. Except as provided in Section 3 hereof: (a) All maintenance of and repairs to any apartment, structural or non-structural, ordinary or extra-ordinary, (other than maintenance of and repairs to any common elements contained therein, and not necessitated by the negligence, misuse or neglect of the owner of such apartment), shall be made by the owner of such apartments. Each co-owner shall be responsible for all damages to any and all other apartments and/or to the common elements, that his failure so to maintain and repair his apartment may engender. Each apartment owner shall be under a duty to report to the Board of Managers any condition with regard to the common elements within or adjacent to his apartment, which requires maintenance or repair. The Board of Managers may make any repairs and maintain any co-owner's apartment and charge the costs of the same to the affected co-owner or co-owners.

(b) All maintenance, repairs, replacements to the common elements, whether located inside or outside of the apartment units, (unless necessitated by the negligence, misuse or neglect of a co-owners, in which case such expense shall be charged to such co-owner), shall be made by the Board of Managers and be charged to all the co-owners as a common expense.

(c) All maintenance, repairs and replacements to any limited common elements (except concrete surfaces located in the interior parts of patio area) identified on the plat of record or to otherwise herein (other than maintenance of and repairs to any common elements contained therein, and not necessitated by the negligence, misuse or neglect of any owner of the abutting apartments, or by any agent, invitee, contractor or guest of any such owner) shall be made by the Board of Managers and be charged to the co-owners who abut such limited common element or who are directly affected by such limited common element, as a common expense allocable to such co-owners alone, unless already paid for by such affected co-owners. It is understood that patio fences will be maintained by the Association.

SECTION 11. Patios and Storage Areas. A patio to which an apartment has sole access, shall be for the exclusive use of the owner of said apartment. The same shall be kept free and clean of snow, ice and any accumulation of water by the owner of such apartment show shall also make all repairs thereto in accordance with Section 10 hereof. No terrace, front stoop or patio shall be enclosed, decorated or landscaped without the consent in writing of the Board of Managers. No lighting shall be added to the patio or garage without the consent of the Board of Managers in writing. There shall be no patio cover, enclosure or lighting without the express consent in writing of the Board of

Managers. Pending designation of a Board of Managers as set forth in Article II, no such cover, enclosure, landscaping, decoration or lighting shall be installed without the express written consent of the Developer. If the consent herein required is granted, such addition shall thereafter be maintained by that unit owner. If the unit owner fails to properly maintain same as determined by the Board of Managers or the Developer, the Association shall perform the necessary maintenance, including removal, at the Board's discretion, and such charge shall be paid by the unit owner and added to his maintenance fees as set forth under other sections of the By-Laws.

SECTION 12. Restrictions on Use of Apartments. In order to provide for congenial occupancy of the property and for the protection of the values of the apartments, the use of the property shall be restricted to and shall be in accordance with the following provisions:

(a) Each of the apartments shall be used for single family residences only.

(b) The common elements shall be used only for the furnishing of the services and facilities for which they are reasonably suited and which are incident to the use and occupancy of apartments.

(c) No nuisances shall be allowed on the property nor shall any use or practice be allowed which is a source of annoyance to its residents or which interferes with the peaceful possession or proper use of the property by its residents.

(d) No immoral, improper, offensive, or unlawful use shall be made of the property or any part thereof, and all valid laws, zoning ordinances and regulations of all governmental bodies having jurisdiction thereof, relating to any portion of the property, shall be complied with, by and at the sole expense of the respective co-owners or the Board of Managers, whichever shall have the obligation to maintain or repair such portion of the property.

(e) No portion of an apartment (other than the entire apartment) may be rented, and no transient tenants may be accommodated therein.

(f) No sale of any kind shall be conducted on the premises except to sell the personal effects of a deceased co-owner or tenant of his or her spouse; provided, however, that such permitted sale shall be conducted for no longer than two consecutive days and between the hours of 9:00 a.m. and 5:00 p.m.

SECTION 13. Additions, Alterations or Improvements by Board of Managers. Whenever in the judgment of the board of Managers the common elements shall require additions, alterations or improvements, and the making of such additions, alterations or improvements, shall have been approved, by a majority of the co-owners where necessary under these By-Laws, and the provisions of Section 12 of Article III hereof having been complied with, the Board of Managers shall proceed with such additions, alterations, or improvements and shall assess all co-owners for the cost thereof as a common charge.

SECTION 14. Additions, Alteration or Improvements by Co-Owners. Any additions, alterations or improvements in or to his apartment shall not be made by any co-owner without the prior written consent thereto of the Board of Managers. A lien for labor or materials shall attach to such co-owner's interest in the Condominium and not the Condominium as a whole. The Board of Managers shall have the obligation to answer any written request by the co-owner for approval of a proposed structural addition, alteration or improvement in such co-owner's apartment, within thirty (30) days after written receipt of such request, and failure to do so within the stipulated time shall constitute a consent by the board of Managers to the proposed addition, alteration or improvement. Any application to any department of the Government of Nashville, Davidson County, Tennessee, or to any other governmental authority for a permit to make an addition, alteration or improvement in or to any apartment shall be executed by the Board of Managers only, without, however, including any liability on the part of the Board of Managers or any of them to any contractor, subcontractor or materialman on account of such addition, alteration or improvement, or to any person having any claim for injury to person or damage to property arising therefrom. The provisions of this Section 14 shall not apply to apartments owned by the Developer until such apartment shall have been initially sold by the Developer and paid for.

SECTION 15. Use of Common Elements and Facilities. (a) A co-owner shall not place or cause to be placed in the common areas or common facilities, other than a patio to which such co-owner has sole access, and other than the areas designated by the Board of Managers, any furniture, packages or objects of any kind, except with the written consent of the Board of Managers or their agent.

(b) Any limited common elements, which have been designated as such herein, in the Master Deed or Plat of record, shall be used only by that or those apartments which abut directly thereon, and the use thereof shall be limited only to that to which the same are reasonably suited and which are incident to the use and occupancy of such abutting apartments or as otherwise restricted herein or on the Plat of record or the Master Deed.

SECTION 16. Right of Access. A co-owner shall grant a right of access to his apartment to the Manager and/or the Managing Agent and/or any other person authorized by the Board of Managers, the Manager or the Managing Agent, for the purpose of making inspections or for the purpose of correcting any condition originating or existing in his apartment or threatening another apartment or a common element, or for the purpose of performing installations, alterations or repairs to the mechanical or electrical services or other common elements in his apartment unit or elsewhere in the buildings, or to correct any condition which violates the provisions of any mortgage covering another apartment, provided that requests for entry are made in advance, and that such entry is at a time reasonably convenient to the apartment owner. In case of an emergency, such right of entry shall be immediate, whether the co-owner is present at the time or not.

SECTION 17. Rules of Conduct. Rules and regulations concerning the use of the apartments and the common elements may be promulgated and amended by the Board of Managers. Copies of such rules and regulations shall be furnished by the Board of

Managers to each co-owner prior to the time when the same shall become effective. Initial rules and regulations, which shall be effective until amended by the Board of Managers, are annexed hereto and made a part hereof as Exhibit "1".

SECTION 18. Electricity, Gas, Water and Sewer Charges. Electricity, gas, water and sewer serving the apartments shall be provided by separate meters to those apartments and paid by the owner of each apartment on an individual basis. Water, electricity, sewer and any other utilities serving the common elements shall be paid by the co-owners as a common charge and included in their common expenses as assessed by the Board of Managers. The Board of Managers may, in their sole and absolute discretion, allocate utility charges on a different basis than the allocation of other common charges. The allocation must be applied as uniformly as possible.

SECTION 19. Special Assessments. In addition to the other common charges authorized herein, if either fifty-one (51%) percent of the co-owners with the concurrence of the Board of Managers or eighty (80%) percent or more without Board approval, decide upon and vote for the construction of additional recreational and other common facilities, or the alteration, remodeling, demolition or removal of existing recreational and other common facilities form time to time, then the cost of said construction, et cetera, shall be financed by increasing the common charges paid by all co-owners upon the same basis as other common charges are paid and such increased common charges shall be paid monthly over a term of years if satisfactory financing can be obtained.

ARTICLE VI

Mortgages

SECTION 1. Notice to Board of Managers. A co-owner who mortgages his apartment unit shall notify the Board of Managers of the name and address of his mortgagee and shall file a conformed copy of the note and mortgage with the Board of Managers; the Board of Managers shall maintain such information in a book entitled "Mortgages of Apartments."

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

SECTION 3. Notice of Default. The Board of Managers, when giving notice to a co-owner of a default in paying common charges or other default, shall send a copy of such notice to each holder of a mortgage covering such apartment whose name and address has theretofore been furnished to the Board of Managers.

SECTION 4. Examination of Books. Each co-owner and each mortgagee of an apartment shall be permitted to examine the books of account of the Condominium at a reasonable time, on business days, but not more than once a month. Annual financial

statements, By-Laws, Declaration and other rules affecting the Condominium unit will be made available to each co-owner and mortgagee upon request.

ARTICLE VII

Sales, Lease and Mortgages of Units

SECTION 1. No Severance of Ownership. The interest, rights and privileges to which a co-owner is entitled by reason of the ownership of an apartment are herein designated Appurtenant Interests and include, but are not limited to: An undivided interest in the common elements of the Horizontal Property Regime, the rights and privileges to use and enjoy the common elements; the interest of a co-owner in an apartment or apartments acquired by the Board of Managers or its designee on behalf of all co-owners and the proceeds of the sale or lease thereof, if any; the right to attend and to vote at the meetings of co-owners and the interest of a co-owner in any other assets of the Horizontal Property Regime. No co-owner shall execute any deed, mortgage, or other instrument conveying or mortgaging title to his apartment without including therein the Appurtenant Interests, it being the intention hereof to prevent any severance of such combined ownership. Any such deed, mortgage, or other instrument purporting to affect one or more of such interests, without including all such interests, shall be deemed and taken to include the interest or interests so omitted, even though the latter shall not be expressly mentioned or described therein. No part of the Appurtenant Interests of any apartment may be sold, transferred or otherwise disposed of, except as part of a sale, transfer or other disposition of such part of the Appurtenant Interests of all apartments.

SECTION 2. Leases. Any co-owner who desires to lease his apartment shall furnish the name of the Lessee to the Board of Managers, along with the date the Lessee shall take possession of the apartment. The leasing co-owner shall furnish to the Lessee copies of the Master Deed, By-Laws and rules and regulations of this Horizontal Property Regime. The co-owner shall further furnish to the Board of Managers evidence of proof that the Lessee has seen the By-Laws, Master Deed and rules and regulations and a statement signed by the Lessee that he will abide by all the rules and regulations and duties and obligations therein contained. Nothing contained in this paragraph shall be construed to mean that the duties and obligations of the co-owner of the apartment are in any way diminished or affected by any lease agreement he might execute. No unit may be leased or rented for a period less than thirty (30) days.

SECTION 3. Transfers. A reasonable transfer fee as established by the Board of Managers, but no event less than Fifty ($50.00) Dollars shall be charged each purchaser of an apartment, provided, however, this fee is not applicable to the owner of an apartment who first purchases from the Developer. In consideration therefor, the Board of Managers shall cause the records of the Association to be changed to reflect the name and address of the new owner and shall furnish to him a copy of the By-Laws and Rules and Regulations of the Association, along with the list of current Board Members, directory of owners, if such directory is available, and keys to any common areas where applicable. This fee shall constitute a common charge pursuant to Article V.

ARTICLE VIII

Condemnation

SECTION 1. Condemnation. In the event of a taking in condemnation or by eminent domain of a part of the common elements, the Board of Managers shall represent the co-owners in any proceedings or negotiations, settlements or agreements. The award made for such taking shall be payable to the Board of Managers for and on behalf of the council of co-owners, if such award amounts to $20,000.00 or less, and to the Insurance Trustee if such award amounts to more than $20,000.00. If a majority of the Board of Managers in their sole and absolute discretion approve the repair and restoration of such common elements, the Board of Managers shall arrange for the repair and restoration of such common elements, and the Board of Managers or the Insurance Trustee, as the case may be, shall disburse the proceeds of such award to the contractors engaged in such repair and restoration in appropriate progress payments. In the event that the Board of Managers do not duly and promptly approve the repair and restoration of such common elements, the Board of Managers or the Insurance Trustee, as the case may be, shall disburse the net proceeds of such award in the same manner as they are required to distribute insurance proceeds where there is no repair or restoration of the damage, as provided in Section 3, of Article III of these By-Laws. In the event of a loss of more than two-thirds (2/3) of the property by eminent domain proceedings, the provisions of Article III, Section 3, shall apply.

ARTICLE IX

Records

SECTION 1. Records and Audits. The Board of Managers or the Managing Agent shall keep detailed records of the actions of the Board of Managers and Managing Agent, minutes of the meetings of the Board of Managers, minutes of the meetings of the co-owners, and financial records and books of account of the Condominium, including a chronological listing of receipts and expenditures, as well as a separate account for each apartment which, among other things, shall contain the amount of each assessment of common charges against such apartment, the date when due, the amounts paid thereon, and the balance remaining unpaid. A written report summarizing all receipts and expenditures of the Condominium shall be rendered by the Board of Managers to all co-owners at least annually. In addition, an annual report of the receipts and expenditures of the Condominium shall be rendered by the Board of Managers to all co-owners and to all mortgagees of apartments who have requested the same, promptly after the end of each fiscal year.

ARTICLE X

Miscellaneous

SECTION 1. Notices. All United States mail notices hereunder shall be sent by registered or certified mail to the Board of Managers c/o the Managing Agent, or if there be no Managing Agent, to the office of the Board of Managers or to such other address as the Board of Managers may hereafter designate from time to time by notice in writing to all co-owners and to all mortgagees of apartments. All notices to any co-owner shall be sent by registered or certified United States mail to the building or to such other address as may have been designated by him from time to time. Such designated address must have been sent by the co-owner in writing, to the Board of Managers. All notices to mortgagees of apartments shall be sent by registered or certified United States mail to their respective addresses, as designated by them from time to time, in writing, to the Board of Managers. All notices shall be deemed to have been given when received.

SECTION 2. Invalidity. The invalidity of any part of these By-Laws shall not impair or affect in any manner the validity, enforceability or effect of the balance of these By-Laws.

SECTION 3. Captions. The captions herein are inserted only as a matter of convenience and for reference, and in no way define, limit or describe the scope of these By-Laws, or the intent of any provision thereof.

SECTION 4. Gender. The use of the masculine gender in these By-Laws shall be deemed to include the feminine gender and the use of the singular shall be deemed to include the plural, whenever the context so requires.

SECTION 5. Waiver. No restrictions, condition, obligations or provision contained in these By-laws shall be deemed to have been abrogated or waived by reason of any failure to enforce the same irrespective of the number of violations or breaches thereof which may occur.

SECTION 6. Insurance Trustee. The Insurance Trustee shall be designated by the Board of Managers. Nothing contained in these By-Laws shall be construed as prohibiting the Board of Managers from serving as Insurance Trustee, or it may, at its discretion, designate a corporate Trustee. The Board of Managers shall pay the fees and disbursements of any Insurance Trustee and such fees and disbursements shall constitute a common expense of the Condominium.

SECTION 7. Proxy. Any act or approval in writing shall be binding upon the person approving same.

ARTICLE XI

Amendment to By-Laws

SECTION 1. Amendment to By-Laws. These By-Laws may be modified or amended by the written consent or vote of sixty-seven (67%) percent of all co-owners of the then existing apartments in the Condominium. However, due to the importance of proper repair and maintenance of Condominium properties to both the Developer and co-owners and the mutual benefits to both parties arising therefrom, the contractual rights set forth in Article II, Section 3, relating to the Developer as Exclusive Agent are not subject to modification or amendment, except for legal cause shown.

ARTICLE XII

Conflicts

SECTION 1. Conflicts. These By-Laws 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 By-Laws to control in specific situations where such law allows. In case any of these By-Laws conflict with the provisions of said statute or of the Master Deed, the provisions of said statute or of the Master Deed, as the case may be, shall control. Terms which are not defined in the Master Deed and the Plan of record or in these By-Laws shall be deemed to be the same as defined in such Act.

ARTICLE XIII

Further Assurances To Mortgagees

As further assurances to mortgagees, the following shall be deemed a part of these By-Laws:

1. Except as provided by statute in case of condemnation or substantial loss to the units and/or common elements of the Condominium project, unless at least two-thirds (2/3) of the first mortgagees (based upon one vote for each first mortgage owned), or owners (other than the sponsor, developer, or builder) of the individual condominium units have given their prior written approval, the Condominium Homeowners Association shall not be entitled to:

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

(b) change the prorata interest or obligations of any individual condominium unit for the purpose of: (i) levying assessments or charges or allocating distributions of hazard insurance proceeds or condemnation awards or (ii) determining the prorata share of ownership of each condominium unit in the common elements;

(c) partition or subdivide any condominium 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 project shall not be deemed a transfer within the meaning of this clause); and

(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.

2. All taxes, assessments and charges which may become liens prior to the first mortgage under local law shall relate only to the individual condominium units and not to the condominium project as a whole.

3. No provision of these By-Laws or the Master Deed is intended to give a Condominium unit owner, or any other party, priority over any rights of the first mortgage in the case of a distribution to such unit owner of insurance proceeds or condemnation awards for losses to or a taking of condominium units and/or common elements.

4. Condominium dues or charges shall include an adequate reserve fund for maintenance, repairs 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.

5. A first mortgagee, upon request, will be entitled to written notification from the Homeowners Association of any default in the performance by the individual unit Borrower of any obligation under the condominium constituent documents which is not cured within sixty (60) days.

6. The first mortgagee shall also be entitled to timely notice of any condemnation loss or casualty loss which affects a material portion of the project or of the unit secured by mortgage in favor of said first mortgagee. A first mortgagee shall likewise be entitled to notice of any lapse, cancellation or material modification of any insurance policy maintained by the Association, as well as any proposed action that requires the consent of a specified percentage of mortgage holders.

IN WITNESS WHEREOF, the DEVELOPER has executed these By-Laws at Nashville, Davidson County, Tennessee, on this 1 day of Nov, 2002.

HAURY & SMITH CONTRACTORS, INC.

By: _____
H. WAYNE MORRISON, VICE-PRESIDENT

STATE OF TENNESSEE
COUNTY OF DAVIDSON

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, H. WAYNE MORRISON, with whom I am personally acquainted, and who, upon oath, acknowledged himself to be the Vice-President of HAURY & SMITH CONTRACTORS, INC., the within named bargainor, a corporation, and that he as such Vice-President, being authorized so to do, executed the foregoing instrument for the purpose therein contained, by signing the name of the corporation by himself as such Vice-President.

Witness my hand and seal, at office in Nashville, Tennessee, this 19th day of Nov, 2002.

NOTARY PUBLIC

My commission expires: May 30, 2004.

EXHIBIT "1"

RULES AND REGULATIONS
FOR CLOVERLAND HALL

(a) The sidewalks, entrances, common parking and drives of the various buildings shall not be obstructed or used for any other purpose than ingress to and egress from the apartment units in the buildings.

(b) Nothing shall be hung or shaken from the doors, windows, or decks, or placed upon the window sills of the buildings without the written consent of the Board of Directors or managing agent, or the manager.

(c) No exterior of any building shall be decorated or furnished by any lot or unit owner in any manner.

(d) Each unit owner shall keep his unit, his designated storage space and any deck to which he has sole access in a good state of preservation and cleanliness, and shall not sweep or throw or permit to be swept or thrown therefrom, or from the doors, windows, or terraces thereof, any dirt or other substance.

(e) No awning or radio or television aerial shall be attached to or hung from the exterior of the building or terraces, and no sign, notice, advertisement or illumination shall be inscribed or exposed on or at any window or other part of any of the buildings, except such as shall have been approved in writing by the Board or the managing agent or the manager, which approval may be granted or refused in the sole discretion of the Board or the managing agent or the manager; nor shall anything be projected from any window or any of the buildings without similar approval.

(f) Refuse from the units shall be placed in containers in such places and at such times and in such manner as the Board or the managing agent or the manager may direct.

(g) The agents of the Board or the managing agent, and any contractor or workman authorized by the Board or the managing agent or the manager, may enter any room or apartment unit in any building at any reasonable hour of the day for the purpose of inspecting such unit for the presence of any vermin, insects or other pests and for the purpose of taking such measures as may be necessary to control or exterminate any such vermin, insects or other pests.

(h) No vehicle belonging to a unit owner or to a member of the family or guest, tenant or employee of a unit owner shall be parked in such manner as to impede or prevent ready access to any entrance to or exit from any building by another vehicle or to restrict the flow of traffic to any unit or units. Fines shall be imposed by the Board for any violation of this paragraph.

(i) Complaints regarding the service of the building shall be made in writing to the Board or to the managing agent or to the manager.

(j) Any consent or approval given under these rules and regulations may be added to, amended or repealed at any time by resolution of the Board of Managers.

(k) Unit owners shall not cause or permit any unusual or objectionable noise or odors to be produced upon or to emanate from their apartment units.

(l) The Board of Managers reserves the right to make such other rules and regulations from time to time as may be deemed needful for the safety, care, and cleanliness of Cloverland Hall, for securing the comfort and conveniences of owners and/or tenants.

(m) No unit owner or resident shall allow any camper, boat, recreational vehicle, unlicensed vehicle, bus, trailer, or commercial vehicle or inoperable vehicle owned by him or placed in his care and responsibility by a guest, visitor or other person, to be parked within the driveways and guest parking areas of Cloverland Hall. Vehicles parked in violation of this rule will be towed, at owner's expense, when owners fail to move vehicles or equipment within forty-eight (48) hours after written notice. Guest parking shall not be used by any persons, including co-owners of any unit, for storage of any vehicle which is not used daily.

(n) The violation of any of these Rules and Regulations by any co-owner shall result in the Managing Agent or Manager having the right and option to enter upon such co-owner's unit or private elements or to remove or change any condition causing or resulting in such violation and to correct such violation. Any such entry, removal or change shall be deemed to be with the consent of such owner or the part in possession thereof, and such Managing Agent or Manager, or the Board of Directors shall not be liable for trespass, conversion or any action based upon any such entry, removal or change, made upon reasonable cause that such violation existed.

(o) Children shall not play in any of the exterior landscaped areas, except those designated by the Board of Managers or the managing agent, or the manager. Landscaped area is defined as areas containing any plantings other than grass.

(p) No terrace or patio shall be enclosed, decorated, landscaped or covered by any awning or otherwise without the consent in writing of the Board of Managers.